

City Hall
80 Broad Street
February 25, 2020
4:30 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Appel
2. Approval of Minutes:

February 11, 2020
3. Parks: Approval to accept the Palmetto Pride – Keep South Carolina Beautiful Grant in the amount of \$9,000 for use by Keep Charleston Beautiful. No City match is required.
4. Office of Cultural Affairs: Approval to apply for \$15,000 from Charleston County Local Accommodation Tax Funding, to support the 2020 MOJA Arts Festival. The project period is 9/24/20 – 10/4/20. No City match is required.
5. Office of Cultural Affairs: Approval to apply for \$15,000 from Charleston County Local Accommodation Tax Funding, to support the 2021 Piccolo Spoleto Festival. The project period is 5/28/21 – 6/13/21. No City match is required.
6. Office of Cultural Affairs: Approval to apply for \$25,000 from Charleston County Local Accommodation Tax Funding, to support the Charleston 350 Commemoration. The project period is 7/1/20 – 11/8/20. No City match is required.
7. Office of Cultural Affairs: Approval to apply for \$10,000 from Charleston County Local Accommodation Tax Funding, to support 2020 Holiday Magic in Historic Charleston. The project period is 12/1/20 – 12/31/20. No City match is required.
8. Office of Cultural Affairs: Approval to apply for \$10,000 from Charleston County Local Accommodation Tax Funding, to support the 2020 Free Verse Poetry Festival. The project period is 10/11/20-10/18/20. No City match is required.
9. Parks-Capital Projects: Approval of Stoney Field Renovations-Benches, Rails, Fences, and Gates Construction Contract in the amount of \$479,182 with H2I Group to install new benches, railings, fencing, and gates at Stoney Field. Approval of a Construction Contract will obligate \$479,182 of the \$4,268,480.50 project budget. Funding sources for this project are: 2005 GO Bond (\$399,048), 2018 GO Bond (\$2,600,000), Hospitality Funds (\$1,250,000), and Capital Contribution (\$19,432.50).
10. Parks-Capital Projects: Approval of St. Julian Devine Improvements Change Order #1 with Satchel Construction, LLC in the amount of \$78,266.03 for repair and replacement of damaged window

and door lintels and brickwork that were not included in original documents, a credit for finished hardware allowance, and an elevator repair allowance overage. Approval of Change Order #1 will increase the Construction Contract by \$78,266.03 (from \$520,800 to \$599,066.03). Funding sources for this project are 2015 General Fund Reserves (\$250,000), 2018 General Fund Reserves (\$400,000), Cooper River Bridge TIF (\$2,250,000), and Capital Contribution (\$210,000).

11. Parks-Capital Projects: Approval of a Construction Contract with Southern Energy Resources, LLC, in the amount of \$328,000 for the removal and replacement of generators at 4 fire stations (FS 2/3, FS 8, FS 12, FS 17). With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000, to the extent contingency funds exist in the Council Approved Budget. Approval of this will institute a project budget of \$460,583 of which the \$328,000 construction contract will be funded. Funding sources for this project are: FEMA Hazard Mitigation Grant (\$345,432), 2012 General Fund Reserves (\$62,864.74), 2013 General Fund Reserves (\$30,858.26), and 2015 General Fund Reserves (\$21,428).
12. Parks-Capital Projects: Approval of a Construction Contract with Bohicket Construction in the amount of \$98,202 to furnish and install a standby generator for CPD Team 4 office. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000, to the extent contingency funds exist in the Council Approved Budget. Approval of this will institute a project budget of \$120,001.09 of which the \$98,202 construction contract will be funded. Funding sources for this project are: FEMA Hazard Mitigation Grant (\$75,923), and the Police Operating Budget (\$44,078.09).
13. Parks-Capital Projects: Approval of a James Island Recreation Center Generator Construction Contract with Bohicket Construction in the amount of \$91,733 to furnish and install a standby generator for the James Island Recreation Center. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000, to the extent contingency funds exist in the Council Approved Budget. Approval of this will institute a project budget of \$113,589.41 of which the \$91,733 construction contract will be funded. Funding sources for this project are: FEMA Hazard Mitigation Grant (\$74,795) and the Police Operating Budget (\$38,794.41).
14. Stormwater Management: Approval of a \$50,000 increase to the existing NPDES Stormwater Plan Review Services Contract with Johnson, Laschober, and Associates. This will increase the contract amount from \$75,000 to \$125,000. The original contract was previously approved in the 2020 Stormwater Budget. *(Pending recommendation of the Public Works and Utilities Committee.)*
- 15. The License Committee: (Meeting was held on Tuesday, February 25, 2020 at 3:30 p.m. at City Hall, First Floor Conference Room, 80 Broad Street)**
 - a. Review of legislation regarding SC Business License Tax Reform Act H4431
- 16. The Committee on Real Estate: (Meeting was held on Monday, February 24, 2020 at 3:30 p.m., City Hall, First Floor Conference Room, 80 Broad Street)**
 - a. Consider the following annexations:

- (i) 340 & 342 Woodland Shores Road (TMS# 343-11-00-112; 343-11-00-111) 0.7 acre, James Island (District 11). The property is owned by Jennifer Finger Krause.
- (ii) 513 Arlington Drive (TMS# 310-07-00-090) 0.51 acre, West Ashley (District 11). The property is owned by Vaughn Loeffler and Sylvia De Jong.
- (iii) 1384 Joy Avenue (TMS# 352-10-00-015) 0.45 acre, West Ashley (District 9). The property is owned by Gary H. Seel and Hope E. Seel.

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacheri@charleston-sc.gov three business days prior to the meeting.

COMMITTEE / COUNCIL AGENDA

3.)

TO: John J. Tecklenburg, Mayor

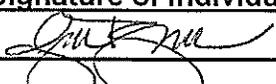
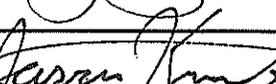
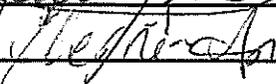
FROM: Jason Kronsberg DEPT. Parks

SUBJECT: SC PALMETTO PRIDE GRANT PROGRAM

REQUEST: To accept the Palmetto Pride – Keep South Carolina Beautiful Grant
In the amount of \$9,000 for use by Keep Charleston Beautiful

COMMITTEE OF COUNCIL: W&M DATE: February 25, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Deputy Director of Parks	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

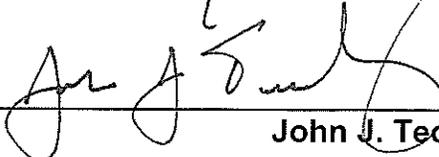
Does this document need to be recorded at the RMC's Office? Yes No

NEED: Identify any critical time constraint(s).

CFO's Signature:  Deputy CFO for Amy Whiting, CFO

FISCAL IMPACT:

No City match is required.

Mayor's Signature: 
 John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

PalmettoPride

P.O. Box 50211
Columbia, SC 29910
1-877-PALEPRIDE Local 11
1-803-758-6032
Fax: 1-803-758-6033
www.palmettopride.org

January 14, 2020

Jamie Gillette
Keep Charleston Beautiful
823 Meeting Street
Charleston, SC 29403

Dear Ms. Gillette:

We are pleased to announce that Keep Charleston Beautiful has been selected to receive a Keep South Carolina Beautiful Support Grant in the amount of \$9,000.00.

Listed below are the items that have been approved for funding:

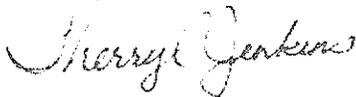
- Promotional T Shirts
- Affiliate Fee
- KAB National Conference
- State Affiliates Conference
- Cleanup Gloves
- Cleanup Grabbers
- Beautification Supplies
- Volunteer Reusable Totes
- Volunteer Refillable Water Bottles

Please find enclosed the Keep SC Beautiful Grant Guidelines. You will need to fill out the attached Guidelines Acknowledgement page. Please send the signed document via fax at (803) 758-6032 or e-mail at sjenkins@palmettopride.org. Maintain original documents in your files. **You will not receive your grant check until I receive this signed page.**

Also, if you have an outstanding 2019 grant and/or are not in good standing with national KAB, you will not receive your 2020 grant award check until you have retained good standing status and submitted all necessary reports for your previous grant.

Again, congratulations on your award. We applaud your organization and look forward to working with you through this grant.

Sincerely,



Sherryl Jenkins
Grants Coordinator

Enclosure



**Litter
Trashes
Everyone.**
Don't Do It.



**KEEP SOUTH CAROLINA BEAUTIFUL GRANT
GUIDELINES ACKNOWLEDGEMENT**

The Keep South Carolina Beautiful grants will be awarded for one year. The grant period will begin on December 1 and end on November 30. This grant is provided with the understanding that the program will be operated as projected and the funds will be spent as budgeted.

1. Any changes to your budget must be requested in writing and approved by PalmettoPride.
2. Must maintain good standing status with the national Keep America Beautiful office.
3. Each grantee must submit the following online reports:
 - a. Midyear report detailing the progress of the grant project by June 30.
 - b. Final summary report is due no later than November 30.
Include supporting documents such as:
 - i. All photographs and photocopies of all newspaper articles.
 - ii. All letters of commendation and other related documents.
 - c. Expenditures report, **including all receipt copies**, must be completed by November 30.
4. Grant funds may not be used for any horticultural purposes unless a long-term maintenance agreement has been reached between the recipient and a local governmental entity or established business. Recipients must submit a letter of commitment from the entity providing long-term maintenance.
5. The PalmettoPride logo must appear on all printed and promotional items associated with the grant project (e.g. t-shirts, signs, invitations, promo items, etc.). PalmettoPride must have final approval on all printed materials prior to publication. To get a copy of the logo, contact Sherryl Jenkins via email at sjenkins@palmettopride.org.
6. Recipients shall ensure that all slogans, logos and messages associated with the grant project are consistent with the PalmettoPride mission. Use of the PalmettoPride logo must be pre-approved by PalmettoPride. Bumper stickers created by the recipient using grant funds shall only contain local messages. Local initiatives shall not duplicate on-going PalmettoPride programs, such as Litter Busters Hotline. Local campaigns should enhance and support statewide initiatives.

If you fail to comply with these guidelines or to fulfill your proposed grant obligations, PalmettoPride reserves the right to request items and/or financial reimbursement of the amount granted. Failure to submit required reports shall disqualify the recipient for future grants.

Please sign this page and return it to our office via mail or fax (803) 758-6032. Maintain original in your files. If you have any questions or concerns regarding the above guidelines, please contact Sherryl Jenkins, Grants Coordinator, at (803) 758-6034 or via email at sjenkins@palmettopride.org.

Keep Charleston Beautiful

Organization

Jamie Willett

Signature of Project Coordinator for Grant (Contact Person)

1/23/20

Date

Please note: The contact person identified above will receive the grant check and all grant-related correspondence.

COMMITTEE / COUNCIL AGENDA

4.)

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS - CHARLESTON COUNTY ATAX
REQUEST: To Apply for \$15,000 from Charleston County Local Accommodation Tax Funding, to support the 2020 MOJA Arts Festival. The project period is 9/24/2020 - 10/04/2020

COMMITTEE OF COUNCIL: W&M DATE: February 25, 2020

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Office of Cultural Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

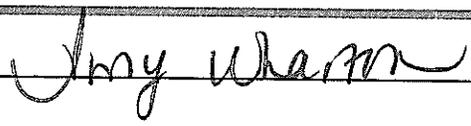
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

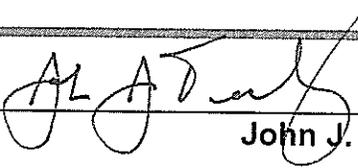
Does this document need to be recorded at the RMC's Office? Yes No

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

No City match is required.

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Local Accommodations Tax

FY 2021 Application for Charleston County Funding

Applications must be received by 5:00 PM – Monday, March 2, 2020

Return applications to:
 Charleston County Budget Department
 4045 Bridge View Drive, Suite A221
 Charleston, SC 29405-7464

Questions should be directed to:
 Audrey Parker
aparker@charlestoncounty.org

Amount you are requesting:

\$15,000

Date(s) of Specific Event:
 (if applicable)

09/24-10/04/2020

Location of Specific Event:

Charleston County – various venues

SECTION I: ORGANIZATION INFORMATION

Name of Organization:	City of Charleston Office of Cultural Affairs (2020 MOJA Arts Festival)
Contact Name and Title:	Scott Watson, Director, Office of Cultural Affairs
Complete Mailing Address:	75 Calhoun Street, Suite 3800, Charleston, SC 29401
Phone Number:	(843) 720-3885
Fax Number:	(843) 720-3967
Email Address:	watsons@charleston-sc.gov
Website:	www.mojafestival.com; www.charlestonarts.org

TYPE OF ENTITY (check one)

501(c) Tax-exempt

Governmental

Federal Employer Identification Number: 57-6000226

Briefly state the history and mission of your organization.

Founded by the City of Charleston Office of Cultural Affairs in 1979, the MOJA Arts Festival (created under the name of the Charleston Black Arts Festival) remains a vital community event with a regional and national profile celebrating the Lowcountry's African-American & Caribbean arts and culture. This 11-day festival annually brings together roughly 60,000 people with a comprehensive program of events and presentations featuring the visual arts, classical music, theater, poetry, storytelling, dance, jazz, gospel, children's activities, and traditional crafts. MOJA's mission is built around the concept of building bridges of understanding and respect for the beauty of artistic and cultural expression among people from all parts of the community. Outreach is a crucial component of MOJA, with over half the events presented admission-free and other free tickets and/or special accommodations given to students, educators, low-income senior citizens, disabled veterans and others. MOJA continues to be an annual highlight of the autumn cultural calendar and continues to attract patrons from around the country.

Administrative Purposes Only

Date Received: Valid Accommodations Purpose under State Code of Laws 6-1-530: Yes No
 IRS determination letter: Yes No
 IRS Form 990 (or Financial Statement if not required to file IRS 990): Yes No
 Audit: Yes No

If you are a Government Entity, skip to Section III.

1. REVENUE

	<u>FY 2019</u> (Form 990)	<u>FY 2020</u> (Current Budget)
Contributions, and Grants		
Program Service Revenue		
Investment Income		
Other		
TOTAL		

2. EXPENSES

	<u>FY 2019</u> (Form 990)	<u>FY 2020</u> (Current Budget)
Grants Paid		
Benefits Paid for Members		
Salaries and Fringe Benefits		
Fundraising		
Other		
TOTAL		

**SECTION III: FUNDING REQUEST FOR COUNTY'S FISCAL YEAR 2021
(July 1, 2020 to June 30, 2021)**

1. The Accommodations Tax is available under Section 6-1-530 of the *South Carolina Code of Laws* for the following **tourism-related** expenditures:
 - A. Advertising and promotion of development related to tourism
 - B. Maintenance or operation of a tourist-related building or facility

2. **Describe your request.**

We are requesting funds related to (A. Advertising and promotion of development related to tourism) to support the 2020 MOJA Arts Festival in Charleston, SC. MOJA's annual budget is approximately \$200,000, which includes 35% from earned income (such as ticket sales, concessions, merchandise), with the balance coming from grants and contributed income. We are seeking funds from Charleston County's ATAX Grant Program to assist with the advertising and marketing costs related to the Festival. 35% of MOJA's 60,000 participants are visitors to the area, helping our local economy by generating hotel room revenue (ATAX fees), restaurant meal revenue (Hospitality Tax fees) and gift shop and retail purchases (Sales Tax fees). We purchase advertising on Charleston-region television stations (which have a reach into areas outside of the Tri-County Area); radio stations (both in market and out of market); websites and email newsletters (national/international reach); and print outlets (both in market and out of market).

3. **Detail of request**

	FY 2021 AMOUNT
OPERATING	
A. Advertising or promotion related to tourism development	15,000
<input checked="" type="checkbox"/> Television <input checked="" type="checkbox"/> Rack Cards <input checked="" type="checkbox"/> Radio <input type="checkbox"/> Billboards <input checked="" type="checkbox"/> Newspapers <input checked="" type="checkbox"/> Mailings (<i>Out of County</i>) <input checked="" type="checkbox"/> Websites <input type="checkbox"/> Visitor's Guide <input checked="" type="checkbox"/> Magazines <input checked="" type="checkbox"/> Other (email marketing; social media marketing; creative fees)	
B. Maintenance or operation of tourist-related building or facility (specify)	

4. **List funds received or requested for tourism-related expenses**

SOURCE	FY 2020 AMOUNT	FY 2021 AMOUNT	FY 2021 STATUS
Charleston County	6,061	15,000	Pending
City of Charleston ATax	75,000	75,000	Budgeted
SCPRT TAG Grant	5,376	6,000	Request due 4/2020
TOTAL Project or Event	86,437	96,000	

SECTION IV: SCORING SYSTEM
For Section V

If you have questions, please contact the
Charleston Area Convention & Visitors
Bureau (CVB) at 843-853-8000

1. Economic Impact Calculation (Weight: 50%)

The number of visitors this year X daily spending X Length of stay = Total Direct Impact

Replace them with average daily spending if not known

**Total Direct Impact => IMPLAN Model => Total Tax dollars Generated for the
Charleston County**

Adjusted by ongoing/one-time event and busy/slow season

Each project will be rated between 1-100.

2. Media & Marketing Impact Calculation (Weight: 20%)

**Tourism Panel will assess the impact of marketing / media coverage. An average of the
panelists will be taken.**

Each project will be rated between 1-100.

3. Community Impact Calculation (Weight: 10%)

Total investment in the Charleston community

Each project will be rated between 1-100.

4. Tourism Panel (Weight: 20%)

**Tourism Panel will assess the project in its entirety. An average of the panelists will be
taken.**

Each project will be rated between 1-100.

Final Calculation

Final Score =

*Economic Impact X 0.5 + Media Impact X 0.2 + Community Impact X 0.1 + Expert Score X
0.2*

- 1) Recommendations to Council will be based on the score of each entity;
- 2) If the total request from all entities exceeds the available funding, recommendations to Council will be made based on the available funding.

SECTION V: TOURISM IMPACT ANALYSIS**1. Economic Impact Questions (Weight: 50%)**

	Previous Year	Current Year (Projected)
Total Attendance	60,000	60,000
The Number of Attendees from Outside the Tri-County Area (Visitors):	21,000	21,000
The percentage of all visitors who traveled to Charleston specifically for the event/attraction:	35%	35%
Attraction or Event / Festival?	<input type="checkbox"/> Attraction (Ongoing Project, open year-round) <input checked="" type="checkbox"/> Event / Festival (not Ongoing, not open year-round)	
Season of Event if it is one-time event:	<input checked="" type="checkbox"/> Prime Season (March, April, May, June, July, September, October) <input type="checkbox"/> Shoulder Season (November, December, January, February, August)	
Is this a start-up project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

The daily spending and average length of stay of visitors will be determined by the CVB/CofC using the most current data.

What methods did you use to calculate the total attendance and the total number of non-residents? Please be specific (*for example: survey questions, estimation methods, etc.*). **Attendance numbers are based on audited box office and ticket sales reports; and on site estimates of attendance at admission-free events. The ratio of non-residents is based on web, email and social media analytics, box office data for geographic reach, audience surveys, and anecdotal feedback.**

What methods did you use to estimate the visitor spending, length of stay, and percentage of visitors who specifically came for the events/attractions?

Audience surveys and feedback were provided to box office personnel and festival information desk staff. Online surveys are also sent to out-of-town ticket buyers to provide an additional data set, which is assessed in comparison to a standardized economic impact calculator developed by Americans for the Arts.

2. Media & Marketing Impact Questions (Weight: 20%)

Media and marketing exposure promotes visitation and attendance for events, festivals and other tourism-related activities. This effort also helps to increase interest for subsequent years, which is extremely important for annual and recurring events. In addition, this exposure further enhances the image of Charleston County as a visitor destination, which encourages visitation throughout the rest of the year.

Please use the *Media Excel attachment* (a total of 5-tabs to complete) to list the media and marketing coverage for this project, to include paid-space advertising and editorial / PR

coverage, for media **outside of Charleston County**. Website data is also requested, preferably using *Google Analytics*. Attachments may be included in order to paint a clearer picture of the organization’s marketing strategy, including broadcast, print, electronic and other advertising mediums.

3. Community Impact Questions (Weight: 10%)

The impact of your project may extend well beyond any capital investment, jobs created, and visitors it attracts. Some of these other benefits may include preserving and promoting a cultural/ heritage asset of the community, and improving the quality of life for county residents as a result of the project.

Ultimately, what aspects of the project will benefit the Charleston community?

	Previous Year	Current Year (Projected)
Your total annual payroll (\$):	5,000	5,000
Total money spent or budgeted on construction or renovation of physical and permanent structure/properties, if any:		
<p>Please list other sustainable impact on Charleston County and the tourism industry in the area, if any:</p> <p>In addition to providing a prominent destination event for tourists interested in African-American heritage and culture, the MOJA Arts Festival also directly supports the area tourism industry using hotels, hospitality and ground transportation providers for visiting artists and performers. The Festival also contributes to the local quality of life and invests in the local economy through fees paid to artists, and monies spent on graphic design, printing, distribution services, hospitality, ground transportation, as well as production rental and technicians.</p> <p>The MOJA Arts Festival also draws attention to local cultural assets and historic heritage sites that are critical to the community, while equally improving quality of life and access to the arts and culture through a comprehensive program of student, youth and senior outreach programming.</p> <p>The MOJA Arts Festival will continue immersing audiences in arts and traditions that are deeply rooted in Africa and highlight this history, culture and art in the South Carolina Lowcountry through a number of art forms.</p>		

<p>*Payroll reflects only part-time and seasonal employees for MOJA. City of Charleston salaried employees are not reflected in this line item, as they are not paid from the MOJA project budget. The figure reported does not include artist fees, compensation for contract employees, or payments for professional services.</p>		

4. **Tourism Panel Analysis** (Weight: 20%)

Five tourism professionals will assess the degree of importance of this project to the further development of the Charleston area's tourism economy.

The following attachments MUST be submitted with your application. If not, your application will NOT be considered.

- A. The Internal Revenue Service (IRS) tax status determination letter (not applicable to governmental agencies).
- B. Copy of Internal Revenue Service (*IRS Form 990*) for the most recently completed year. (A Financial Statement must be substituted if an organization chooses not to file an *IRS Form 990* because the revenues are less than the threshold to file an *IRS Form 990*).
- C. Copy of *Annual Audit* performed by a Certified Public Accountant (CPA):
 - 1. if a governmental agency, or;
 - 2. if entity's revenues are \$1,000,000 or more in the last completed fiscal year.

I hereby certify that I am an authorized signatory for the applicant organization and that this organization does not discriminate on the basis of race, color, age, sex, religion, national origin, sexual orientation, disability, veteran status, marital status, genetic information, gender identity, and/or women affected by pregnancy, childbirth, or related medical conditions, and that all funds that may be received by applicant organization from the County of Charleston will be solely used for the purposes set forth in this application and will comply with all laws and statutes. In particular, organizations receiving Local Accommodations Tax Funding will comply with State regulations requiring funds be utilized only for purposes as set forth in the Accommodations Tax Statute.

Signature

Date

John J. Tecklenburg, Mayor

Name and Title (please print)

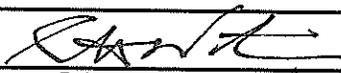
COMMITTEE / COUNCIL AGENDA

5.)

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS - CHARLESTON COUNTY ATAX
REQUEST: To Apply for \$15,000 from Charleston County Local Accommodation Tax Funding, to support the 2021 Piccolo Spoleto Festival.
The project period is 5/28/2021 - 6/13/2021

COMMITTEE OF COUNCIL: W&M DATE: February 25, 2020

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Office of Cultural Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

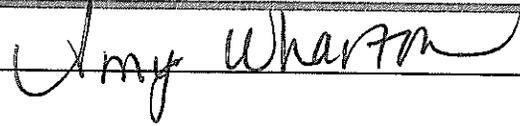
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: _____ Account #: _____

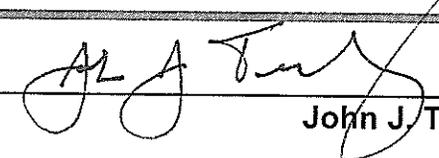
Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes No

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:
No City match is required.

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Local Accommodations Tax

FY 2021 Application for Charleston County Funding

Applications **must be received by 5:00 PM – Monday, March 2, 2020**

Return applications to:
 Charleston County Budget Department
 4045 Bridge View Drive, Suite A221
 Charleston, SC 29405-7464

Questions should be directed to:
 Audrey Parker
aparker@charlestoncounty.org

Amount you are requesting:

\$15,000

**Date(s) of Specific Event:
 (if applicable)**

5/28 – 6/13, 2021

Location of Specific Event:

Charleston County – various venues

SECTION I: ORGANIZATION INFORMATION

Name of Organization:	City of Charleston Office of Cultural Affairs (2021 Piccolo Spoleto Festival)
Contact Name and Title:	Scott Watson, Director, Office of Cultural Affairs
Complete Mailing Address:	75 Calhoun Street, Suite 3800, Charleston, SC 29401
Phone Number:	(843) 720-3885
Fax Number:	(843) 720-3967
Email Address:	watsons@charleston-sc.gov
Website:	www.piccolospoleto.com; www.charlestonarts.org

TYPE OF ENTITY (check one)

501(c) Tax-exempt

Governmental

Federal Employer Identification Number: 57-6000226

Briefly state the history and mission of your organization.

Piccolo Spoleto was designed and launched in 1979 by the City of Charleston Office of Cultural Affairs (OCA) together with a group of arts professionals representing all of the arts disciplines from the Lowcountry cultural community to provide a local complement to Spoleto Festival USA. Since its inception as the official outreach arm of Spoleto Festival USA, Piccolo Spoleto has provided access for everyone to the festival experience by presenting a large share of its programs free of charge and creating a platform on which local and regional artists have the opportunity to perform. In the process, Piccolo Spoleto has been building audiences for Spoleto Festival and the regional arts community in general. Piccolo Spoleto runs simultaneously with Spoleto Festival USA for 17 days attracting over 160,000 attendees

Administrative Purposes Only

Date Received:	Valid Accommodations Purpose under State Code of Laws 6-1-530:	Yes <input type="checkbox"/> No <input type="checkbox"/>
	IRS determination letter:	Yes <input type="checkbox"/> No <input type="checkbox"/>
	IRS Form 990 (or Financial Statement if not required to file IRS 990):	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Audit:	Yes <input type="checkbox"/> No <input type="checkbox"/>

If you are a Government Entity, skip to Section III.

1. REVENUE

	<u>FY 2019</u> (Form 990)	<u>FY 2020</u> (Current Budget)
Contributions, and Grants		
Program Service Revenue		
Investment Income		
Other		
TOTAL		

2. EXPENSES

	<u>FY 2019</u> (Form 990)	<u>FY 2020</u> (Current Budget)
Grants Paid		
Benefits Paid for Members		
Salaries and Fringe Benefits		
Fundraising		
Other		
TOTAL		

SECTION III: FUNDING REQUEST FOR COUNTY'S FISCAL YEAR 2021
(July 1, 2020 to June 30, 2021)

1. The Accommodations Tax is available under Section 6-1-530 of the *South Carolina Code of Laws* for the following **tourism-related** expenditures:
 - A. Advertising and promotion of development related to tourism
 - B. Maintenance or operation of a tourist-related building or facility

2. **Describe your request.**

We are requesting funds related to (A. Advertising and promotion of development related to tourism) to support the 2021 Piccolo Spoleto Festival in Charleston, SC. Piccolo's annual budget is approximately \$850,000 which includes 60% from earned income such as ticket sales (the rest of budget comes from grants and contributed income). We are seeking funds from Charleston County's ATAX Grant Program to assist with advertising/marketing costs related to the festival. 53% of Piccolo's 160,000 attendees are visitors to the area which helps our local economy by generating hotel room revenue (ATAX fees), restaurant meal revenue (Hospitality Tax fees) and gift shop and retail purchases (Sales Tax fees). We purchase advertising on Charleston-based television stations (which have a reach into areas outside of the Tri-County Area); radio stations (both in market and out of market); websites and e-newsletters (national/international reach); and print (both in market and out of market).

3. **Detail of request**

	FY 2021 AMOUNT
OPERATING	
A. Advertising or promotion related to tourism development	15,000
<input checked="" type="checkbox"/> Television <input checked="" type="checkbox"/> Rack Cards <input checked="" type="checkbox"/> Radio <input type="checkbox"/> Billboards <input checked="" type="checkbox"/> Newspapers <input checked="" type="checkbox"/> Mailings (Out of County) <input checked="" type="checkbox"/> Websites <input type="checkbox"/> Visitor's Guide <input checked="" type="checkbox"/> Magazines <input checked="" type="checkbox"/> Other (email marketing; social media marketing; creative fees)	
B. Maintenance or operation of tourist-related building or facility (specify)	

4. **List funds received or requested for tourism-related expenses**

SOURCE	FY 2020 AMOUNT	FY 2021 AMOUNT	FY 2021 STATUS
Charleston County	8,576	15,000	Pending
City of Charleston ATax	75,000	75,000	Request due 7/2020
TOTAL Project or Event	83,576	90,000	

SECTION IV: **SCORING SYSTEM**
For Section V

If you have questions, please contact the
Charleston Area Convention & Visitors
Bureau (CVB) at 843-853-8000

1. Economic Impact Calculation (Weight: 50%)

The number of visitors this year X daily spending X Length of stay = Total Direct Impact

Replace them with average daily spending if not known

**Total Direct Impact => IMPLAN Model => Total Tax dollars Generated for the
Charleston County**

Adjusted by ongoing/one-time event and busy/slow season

Each project will be rated between 1-100.

2. Media & Marketing Impact Calculation (Weight: 20%)

**Tourism Panel will assess the impact of marketing / media coverage. An average of the
panelists will be taken.**

Each project will be rated between 1-100.

3. Community Impact Calculation (Weight: 10%)

Total investment in the Charleston community

Each project will be rated between 1-100.

4. Tourism Panel (Weight: 20%)

**Tourism Panel will assess the project in its entirety. An average of the panelists will be
taken.**

Each project will be rated between 1-100.

Final Calculation

Final Score =

*Economic Impact X 0.5 + Media Impact X 0.2 + Community Impact X 0.1 + Expert Score X
0.2*

- 1) Recommendations to Council will be based on the score of each entity;
- 2) If the total request from all entities exceeds the available funding, recommendations to Council will be made based on the available funding.

SECTION V: TOURISM IMPACT ANALYSIS**1. Economic Impact Questions (Weight: 50%)**

	Previous Year	Current Year (Projected)
Total Attendance	160,000	160,000
The Number of Attendees from Outside the Tri-County Area (Visitors):	84,800	84,800
The percentage of all visitors who traveled to Charleston specifically for the event/attraction:	53%	53%
Attraction or Event / Festival?	<input type="checkbox"/> Attraction (Ongoing Project, open year-round) <input checked="" type="checkbox"/> Event / Festival (not Ongoing, not open year-round)	
Season of Event if it is one-time event:	<input checked="" type="checkbox"/> Prime Season (March, April, May, June, July, September, October) <input type="checkbox"/> Shoulder Season (November, December, January, February, August)	
Is this a start-up project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

The daily spending and average length of stay of visitors will be determined by the CVB/CofC using the most current data.

What methods did you use to calculate the total attendance and the total number of non-residents? Please be specific (*for example: survey questions, estimation methods, etc.*).
Attendance numbers are based on audited box office and ticket sales; and on site estimates of attendance at admission-free events. Ratio of non-residents based on web and email analytics, box office data for geographic reach, audience surveys, and anecdotal feedback.

What methods did you use to estimate the visitor spending, length of stay, and percentage of visitors who specifically came for the events/attractions?
For Piccolo Spoleto 2021, an audience intercept survey collecting data on these items will be conducted in a planned partnership with Americans for the Arts. Additionally, post-event audience surveys (digital) and feedback provided to box office personnel and festival information desk staff will be considered.

2. Media & Marketing Impact Questions (Weight: 20%)

Media and marketing exposure promotes visitation and attendance for events, festivals and other tourism-related activities. This effort also helps to increase interest for subsequent years, which is extremely important for annual and recurring events. In addition, this exposure further enhances the image of Charleston County as a visitor destination, which encourages visitation throughout the rest of the year.

Please use the *Media Excel attachment* (a total of 5-tabs to complete) to list the media and marketing coverage for this project, to include paid-space advertising and editorial / PR coverage, for media **outside of Charleston County**. Website data is also requested, preferably

using *Google Analytics*. Attachments may be included in order to paint a clearer picture of the organization's marketing strategy, including broadcast, print, electronic and other advertising mediums.

3. Community Impact Questions (Weight: 10%)

The impact of your project may extend well beyond any capital investment, jobs created, and visitors it attracts. Some of these other benefits may include preserving and promoting a cultural/ heritage asset of the community, and improving the quality of life for county residents as a result of the project.

Ultimately, what aspects of the project will benefit the Charleston community?

	Previous Year	Current Year (Projected)
Your total annual payroll (\$):	75,000	75,000
Total money spent or budgeted on construction or renovation of physical and permanent structure/properties, if any:		
Please list other sustainable impact on Charleston County and the tourism industry in the area, if any: In addition to providing a prominent destination event for tourists interested in arts and culture, Piccolo Spoleto also directly supports the area tourism industry using hotels, hospitality and ground transportation providers for visiting artists and performers. The Festival also contributes to the local quality of life and invests in the local economy through fees paid to artists, and monies spent on graphic design, printing, distribution services, as well as production rental and technicians. *Payroll reflects only part-time and seasonal employees for Piccolo Spoleto. City of Charleston salaried employees are not reflected in this line item, as they are not paid from the Festival budget.		

4. **Tourism Panel Analysis** (Weight: 20%)

Five tourism professionals will assess the degree of importance of this project to the further development of the Charleston area's tourism economy.

The following attachments MUST be submitted with your application. If not, your application will NOT be considered.

- A. The Internal Revenue Service (IRS) tax status determination letter (not applicable to governmental agencies).
- B. Copy of Internal Revenue Service (*IRS Form 990*) for the most recently completed year. (A Financial Statement must be substituted if an organization chooses not to file an *IRS Form 990* because the revenues are less than the threshold to file an *IRS Form 990*).
- C. Copy of *Annual Audit* performed by a Certified Public Accountant (CPA):
 - 1. if a governmental agency, or;
 - 2. if entity's revenues are \$1,000,000 or more in the last completed fiscal year.

I hereby certify that I am an authorized signatory for the applicant organization and that this organization does not discriminate on the basis of race, color, age, sex, religion, national origin, sexual orientation, disability, veteran status, marital status, genetic information, gender identity, and/or women affected by pregnancy, childbirth, or related medical conditions, and that all funds that may be received by applicant organization from the County of Charleston will be solely used for the purposes set forth in this application and will comply with all laws and statutes. In particular, organizations receiving Local Accommodations Tax Funding will comply with State regulations requiring funds be utilized only for purposes as set forth in the Accommodations Tax Statute.

Signature

Date

John J. Tecklenburg, Mayor

Name and Title (please print)

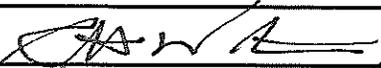
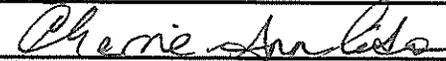
COMMITTEE / COUNCIL AGENDA

(6.)

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS - CHARLESTON COUNTY ATAX
REQUEST: To Apply for \$25,000 from Charleston County Local Accommodation Tax Funding, to support the Charleston 350 Commemoration.
The project period is 7/1/2020-11/8/2020

COMMITTEE OF COUNCIL: W&M DATE: February 25, 2020

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Office of Cultural Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

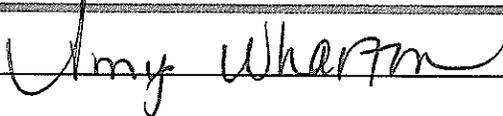
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

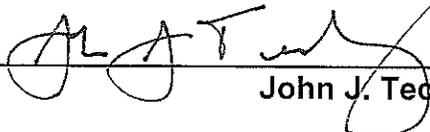
Does this document need to be recorded at the RMC's Office? Yes No

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

No City match is required.

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Local Accommodations Tax

FY 2021 Application for Charleston County Funding

Applications must be received by 5:00 PM – Monday, March 2, 2020

Return applications to:
 Charleston County Budget Department
 4045 Bridge View Drive, Suite A221
 Charleston, SC 29405-7464

Questions should be directed to:
 Audrey Parker
aparker@charlestoncounty.org

Amount you are requesting:

\$25,000

**Date(s) of Specific Event:
 (if applicable)**

07/01-11/08/2020

Location of Specific Event:

Charleston County – various venues

SECTION I: ORGANIZATION INFORMATION

Name of Organization:	City of Charleston Office of Cultural Affairs (Charleston 350 Commemoration)
Contact Name and Title:	Scott Watson, Director, Office of Cultural Affairs
Complete Mailing Address:	75 Calhoun Street, Suite 3800, Charleston, SC 29401
Phone Number:	(843) 720-3885
Fax Number:	(843) 720-3967
Email Address:	watsons@charleston-sc.gov
Website:	www.charlestonarts.org; www.charleston350.org

TYPE OF ENTITY (check one)

501(c) Tax-exempt

Governmental

Federal Employer Identification Number: 57-6000226

Briefly state the history and mission of your organization.

The City of Charleston is preparing to celebrate 350 years and is planning a number of events and cultural activities to help commemorate the City of Charleston's rich history. Charleston City Council established the City of Charleston 350 Steering Committee in 2018 to guide the process. City officials, City staff, community leaders, artists and historians meet regularly to plan for a series of events and activities to bring residents and tourists together to celebrate and explore Charleston's long and storied history (triumphs, tragedies, and everything in between). Through established and evolving public-private partnerships, the project will use art and culture to draw attention to and celebrate all voices and cultures that make up Charleston, including the development of projects through workshops and community participation.

Administrative Purposes Only

Date Received:	Valid Accommodations Purpose under State Code of Laws 6-1-530:	Yes <input type="checkbox"/> No <input type="checkbox"/>
	IRS determination letter:	Yes <input type="checkbox"/> No <input type="checkbox"/>
	IRS Form 990 (or Financial Statement if not required to file IRS 990):	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Audit:	Yes <input type="checkbox"/> No <input type="checkbox"/>

If you are a Government Entity, skip to Section III.

1. REVENUE

	<u>FY 2019</u> (Form 990)	<u>FY 2020</u> (Current Budget)
Contributions, and Grants		
Program Service Revenue		
Investment Income		
Other		
TOTAL		

2. EXPENSES

	<u>FY 2019</u> (Form 990)	<u>FY 2020</u> (Current Budget)
Grants Paid		
Benefits Paid for Members		
Salaries and Fringe Benefits		
Fundraising		
Other		
TOTAL		

SECTION III: FUNDING REQUEST FOR COUNTY'S FISCAL YEAR 2021
(July 1, 2020 to June 30, 2021)

1. The Accommodations Tax is available under Section 6-1-530 of the *South Carolina Code of Laws* for the following **tourism-related** expenditures:
 - A. Advertising and promotion of development related to tourism
 - B. Maintenance or operation of a tourist-related building or facility

2. **Describe your request.**

We are requesting funds related to (A. Advertising and promotion of development related to tourism) to support Charleston 350 in Charleston, SC. We are seeking funds from Charleston County's ATAX Grant Program to assist with advertising/marketing costs related to the active phase of signature events and closing commemorations, from July through November 2020. We are seeking to attract a large number of cultural tourists to Charleston which will help our local economy by generating hotel room revenue (ATAX fees), restaurant meal revenue (Hospitality tax fees) and gift shop and retail purchases (Sales tax fees). In addition to securing regional editorial support, we will purchase advertising on Charleston-area television stations (which reach well beyond the Tri-County Area); radio stations (in market); websites and email newsletters (national/international reach); and print outlets (both in market and out of market).

3. **Detail of request**

	FY 2021 AMOUNT
OPERATING	
A. Advertising or promotion related to tourism development	25,000
<input checked="" type="checkbox"/> Television <input checked="" type="checkbox"/> Rack Cards <input checked="" type="checkbox"/> Radio <input type="checkbox"/> Billboards <input checked="" type="checkbox"/> Newspapers <input checked="" type="checkbox"/> Mailings (<i>Out of County</i>) <input checked="" type="checkbox"/> Websites <input type="checkbox"/> Visitor's Guide <input checked="" type="checkbox"/> Magazines <input checked="" type="checkbox"/> Other (email marketing; social media marketing; creative fees)	
B. Maintenance or operation of tourist-related building or facility (specify)	

4. **List funds received or requested for tourism-related expenses**

SOURCE	FY 2020 AMOUNT	FY 2021 AMOUNT	FY 2021 STATUS
Charleston County	6,990	25,000	Pending
City of Charleston	150,000	250,000	Budgeted
TOTAL Project or Event	156,990	275,000	

**SECTION IV: SCORING SYSTEM
For Section V**

If you have questions, please contact the
Charleston Area Convention & Visitors
Bureau (CVB) at 843-853-8000

1. Economic Impact Calculation (Weight: 50%)

The number of visitors this year X daily spending X Length of stay = Total Direct Impact
Replace them with average daily spending if not known

**Total Direct Impact => IMPLAN Model => Total Tax dollars Generated for the
Charleston County**

Adjusted by ongoing/one-time event and busy/slow season

Each project will be rated between 1-100.

2. Media & Marketing Impact Calculation (Weight: 20%)

**Tourism Panel will assess the impact of marketing / media coverage. An average of the
panelists will be taken.**

Each project will be rated between 1-100.

3. Community Impact Calculation (Weight: 10%)

Total investment in the Charleston community

Each project will be rated between 1-100.

4. Tourism Panel (Weight: 20%)

**Tourism Panel will assess the project in its entirety. An average of the panelists will be
taken.**

Each project will be rated between 1-100.

Final Calculation

Final Score =

*Economic Impact X 0.5 + Media Impact X 0.2 + Community Impact X 0.1 + Expert Score X
0.2*

- 1) Recommendations to Council will be based on the score of each entity;
- 2) If the total request from all entities exceeds the available funding, recommendations to Council will be made based on the available funding.

SECTION V: TOURISM IMPACT ANALYSIS**1. Economic Impact Questions (Weight: 50%)**

	Previous Year	Current Year (Projected)
Total Attendance	N/A	15,000
The Number of Attendees from Outside the Tri-County Area (Visitors):		5,250
The percentage of all visitors who traveled to Charleston specifically for the event/attraction:		35%
Attraction or Event / Festival?	<input type="checkbox"/> Attraction (Ongoing Project, open year-round) <input checked="" type="checkbox"/> Event / Festival (not Ongoing, not open year-round)	
Season of Event if it is one-time event:	<input checked="" type="checkbox"/> Prime Season (March, April, May, June, July, September, October) <input type="checkbox"/> Shoulder Season (November, December, January, February, August)	
Is this a start-up project?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The daily spending and average length of stay of visitors will be determined by the CVB/CofC using the most current data.

What methods did you use to calculate the total attendance and the total number of non-residents? Please be specific (*for example: survey questions, estimation methods, etc.*). As we prepare for Charleston 350, we will track total attendance numbers using a number of tools and methods. We will work closely with police officers on site, program coordinators, City staff and volunteers to estimate how many people attend our outdoor, admission-free events. Advance registration for free events will also provide details useful in documenting attendance figures and number of non-resident attendees. To calculate the total number of non-residents, we will rely on web, email and social media analytics, box office data for geographic reach, audience intercept surveys and follow-up digital surveys, as well as anecdotal feedback. Attendance estimates above are for Charleston 350 signature events planned for Independence Day weekend and a November 8 finale only, and do not include partner 350-themed programs produced by other organizations.

What methods did you use to estimate the visitor spending, length of stay, and percentage of visitors who specifically came for the events/attractions?

Our box office personnel and volunteer staff will collect audience surveys and feedback to help determine visitor spending, length of stay and the percentage of visitors who specifically came for the commemorative events. We traditionally use a standardized economic impact calculator developed by Americans for the Arts to provide a baseline comparison to the estimates arising from surveys collected in conjunction with the events.

2. Media & Marketing Impact Questions (Weight: 20%)

Media and marketing exposure promotes visitation and attendance for events, festivals and other tourism-related activities. This effort also helps to increase interest for subsequent years, which is extremely important for annual and recurring events. In addition, this exposure further enhances the image of Charleston County as a visitor destination, which encourages visitation throughout the rest of the year.

Please use the *Media Excel attachment* (a total of 5-tabs to complete) to list the media and marketing coverage for this project, to include paid-space advertising and editorial / PR coverage, for media **outside of Charleston County**. Website data is also requested, preferably using *Google Analytics*. Attachments may be included in order to paint a clearer picture of the organization’s marketing strategy, including broadcast, print, electronic and other advertising mediums.

3. Community Impact Questions (Weight: 10%)

The impact of your project may extend well beyond any capital investment, jobs created, and visitors it attracts. Some of these other benefits may include preserving and promoting a cultural/ heritage asset of the community, and improving the quality of life for county residents as a result of the project.

Ultimately, what aspects of the project will benefit the Charleston community?

	Previous Year	Current Year (Projected)
Your total annual payroll (\$):	75,000	75,000
Total money spent or budgeted on construction or renovation of physical and permanent structure/properties, if any:		
Please list other sustainable impact on Charleston County and the tourism industry in the area, if any: In addition to providing a prominent destination event for cultural tourists interested in events surrounding the Charleston 350 commemorative events, this project will directly support the area tourism industry using hotels, hospitality and ground transportation providers for visiting artists and performers. Charleston 350 will also draw tourists to a number of key amenities and facilities, such as Charles Towne Landing, the South Carolina Historical Society Museum, the Charleston Museum and The Old Exchange, among many partnering organizations. These celebratory events will contribute to the local quality of life and will invest in the local economy through fees paid to artists, and monies spent on graphic design, printing, distribution services, hospitality,		

<p>ground transportation, as well as production rental and technicians.</p> <p>*City of Charleston salaried employees are not reflected in this line item, as they are not paid from the Charleston 350 budget.</p>		

4. Tourism Panel Analysis (Weight: 20%)

Five tourism professionals will assess the degree of importance of this project to the further development of the Charleston area's tourism economy.

The following attachments MUST be submitted with your application. If not, your application will NOT be considered.

- A. The Internal Revenue Service (IRS) tax status determination letter (not applicable to governmental agencies).
- B. Copy of Internal Revenue Service (IRS) *Form 990* for the most recently completed year. (A Financial Statement must be substituted if an organization chooses not to file an *IRS Form 990* because the revenues are less than the threshold to file an *IRS Form 990*).
- C. Copy of *Annual Audit* performed by a Certified Public Accountant (CPA):
 - 1. if a governmental agency, or;
 - 2. if entity's revenues are \$1,000,000 or more in the last completed fiscal year.

I hereby certify that I am an authorized signatory for the applicant organization and that this organization does not discriminate on the basis of race, color, age, sex, religion, national origin, sexual orientation, disability, veteran status, marital status, genetic information, gender identity, and/or women affected by pregnancy, childbirth, or related medical conditions, and that all funds that may be received by applicant organization from the County of Charleston will be solely used for the purposes set forth in this application and will comply with all laws and statutes. In particular, organizations receiving Local Accommodations Tax Funding will comply with State regulations requiring funds be utilized only for purposes as set forth in the Accommodations Tax Statute.

Signature

Date

John J. Tecklenburg, Mayor

Name and Title (please print)

COMMITTEE / COUNCIL AGENDA

7.)

TO: John J. Tecklenburg, Mayor

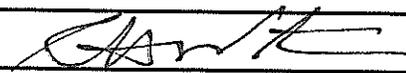
FROM: Scott Watson DEPT. Executive

SUBJECT: OFFICE OF CULTURAL AFFAIRS - CHARLESTON COUNTY ATAX

REQUEST: To Apply for \$10,000 from Charleston County Local Accommodation Tax Funding, to support 2020 Holiday Magic in Historic Charleston.
The project period is 12/1/2020-12/31/2020

COMMITTEE OF COUNCIL: W&M DATE: February 25, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Office of Cultural Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

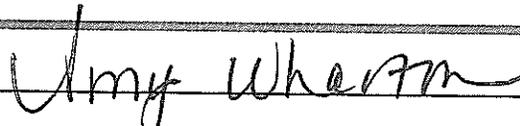
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

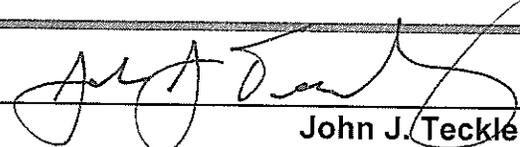
Does this document need to be recorded at the RMC's Office? Yes No

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

No City match is required.

Mayor's Signature: 
 John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Local Accommodations Tax

FY 2021 Application for Charleston County Funding

Applications must be received by 5:00 PM – Monday, March 2, 2020

Return applications to:
 Charleston County Budget Department
 4045 Bridge View Drive, Suite A221
 Charleston, SC 29405-7464

Questions should be directed to:
 Audrey Parker
aparker@charlestoncounty.org

Amount you are requesting:

\$10,000

Date(s) of Specific Event:
 (if applicable)

12/1-31/2020

Location of Specific Event:

Charleston County – various venues

SECTION I: ORGANIZATION INFORMATION

Name of Organization:	City of Charleston Office of Cultural Affairs (2020 Holiday Magic in Historic Charleston)
Contact Name and Title:	Scott Watson, Director, Office of Cultural Affairs
Complete Mailing Address:	75 Calhoun Street, Suite 3800, Charleston, SC 29401
Phone Number:	(843) 720-3885
Fax Number:	(843) 720-3967
Email Address:	watsons@charleston-sc.gov
Website:	www.charlestonarts.org; www.charlestonfarmersmarket.com

TYPE OF ENTITY (check one)

501(c) Tax-exempt

Governmental

Federal Employer Identification Number: 57-6000226

Briefly state the history and mission of your organization.

Holiday Magic in Historic Charleston is a month-long festival produced by the City of Charleston that complements “Christmas in Charleston” promotional efforts to attract visitors to Charleston during the holiday season. Events under its umbrella include the Tree Lighting Ceremony at Marion Square, the Holiday Parade from Colonial Lake to Marion Square, the Holiday Parade of Boats on Charleston Harbor, Chanukah in the Square, Kwanzaa programs, special extended Saturday and Sunday schedules for the Charleston Farmers Market, and Happy New Year Charleston, an admission-free, alcohol-free, and family-friendly event at Marion Square on New Year’s Eve. The Office of Cultural Affairs works cooperatively with several other city departments to coordinate the holiday décor that adorns city street lights on King, Broad, and Meeting Streets, Charleston City Hall, Market Hall, Marion Square and other civic spaces. Our Arts in Charleston Calendar is used to promote all of the holiday happenings, arts and culture events, concerts and exhibitions in Charleston during December and over 107,000 parking vouchers, good for 2 hours of free parking in select garages in Downtown Charleston, are made available to the public as printed fliers and via digital download.

Administrative Purposes Only

Date Received: Valid Accommodations Purpose under State Code of Laws 6-1-530: Yes No
 IRS determination letter: Yes No
 IRS Form 990 (or Financial Statement if not required to file IRS 990): Yes No
 Audit: Yes No

If you are a Government Entity, skip to Section III.

1. REVENUE

	<u>FY 2019</u> (Form 990)	<u>FY 2020</u> (Current Budget)
Contributions, and Grants		
Program Service Revenue		
Investment Income		
Other		
TOTAL		

2. EXPENSES

	<u>FY 2019</u> (Form 990)	<u>FY 2020</u> (Current Budget)
Grants Paid		
Benefits Paid for Members		
Salaries and Fringe Benefits		
Fundraising		
Other		
TOTAL		

SECTION III: FUNDING REQUEST FOR COUNTY'S FISCAL YEAR 2021
(July 1, 2020 to June 30, 2021)

1. The Accommodations Tax is available under Section 6-1-530 of the *South Carolina Code of Laws* for the following **tourism-related** expenditures:
- A. Advertising and promotion of development related to tourism
 - B. Maintenance or operation of a tourist-related building or facility

2. **Describe your request.**

We are requesting funds related to (A. Advertising and promotion of development related to tourism) to support the 2020 Holiday Magic in Historic Charleston celebration in Charleston, SC. The festival's annual budget is approximately \$150,000. We are seeking funds from Charleston County's ATAX Grant Program to assist with advertising/marketing costs related to the festival. Half of the festival's 70,000 attendees are visitors to the area which helps our local economy by generating hotel room revenue (ATAX fees), restaurant meal revenue (Hospitality Tax fees) and gift shop and retail purchases (Sales Tax fees). In addition to securing regional editorial support, we purchase advertising on Charleston-area television stations (which reach well beyond the Tri-County Area); radio stations (in market); websites and email newsletters (national/international reach); and print outlets (both in market and out of market).

3. **Detail of request**

OPERATING	FY 2021 AMOUNT
A. Advertising or promotion related to tourism development <input checked="" type="checkbox"/> Television <input checked="" type="checkbox"/> Rack Cards <input checked="" type="checkbox"/> Radio <input type="checkbox"/> Billboards <input checked="" type="checkbox"/> Newspapers <input checked="" type="checkbox"/> Mailings (<i>Out of County</i>) <input checked="" type="checkbox"/> Websites <input type="checkbox"/> Visitor's Guide <input checked="" type="checkbox"/> Magazines <input type="checkbox"/> Other (<i>specify</i>)	10,000
B. Maintenance or operation of tourist-related building or facility (specify)	

4. **List funds received or requested for tourism-related expenses**

SOURCE	FY 2020 AMOUNT	FY 2021 AMOUNT	FY 2021 STATUS
Charleston County	6,303	10,000	Pending
City of Charleston ATax	75,000	75,000	Budgeted
TOTAL Project or Event	81,303	85,000	

SECTION IV: **SCORING SYSTEM**
For Section V

If you have questions, please contact the
Charleston Area Convention & Visitors
Bureau (CVB) at 843-853-8000

1. Economic Impact Calculation (Weight: 50%)

The number of visitors this year X daily spending X Length of stay = Total Direct Impact
Replace them with average daily spending if not known

**Total Direct Impact => IMPLAN Model => Total Tax dollars Generated for the
Charleston County**

Adjusted by ongoing/one-time event and busy/slow season

Each project will be rated between 1-100.

2. Media & Marketing Impact Calculation (Weight: 20%)

**Tourism Panel will assess the impact of marketing / media coverage. An average of the
panelists will be taken.**

Each project will be rated between 1-100.

3. Community Impact Calculation (Weight: 10%)

Total investment in the Charleston community

Each project will be rated between 1-100.

4. Tourism Panel (Weight: 20%)

**Tourism Panel will assess the project in its entirety. An average of the panelists will be
taken.**

Each project will be rated between 1-100.

Final Calculation

Final Score =

*Economic Impact X 0.5 + Media Impact X 0.2 + Community Impact X 0.1 + Expert Score X
0.2*

- 1) Recommendations to Council will be based on the score of each entity;
- 2) If the total request from all entities exceeds the available funding, recommendations to Council will be made based on the available funding.

SECTION V: TOURISM IMPACT ANALYSIS**1. Economic Impact Questions (Weight: 50%)**

	Previous Year	Current Year (Projected)
Total Attendance	70,000	70,000
The Number of Attendees from Outside the Tri-County Area (Visitors):	35,000	35,000
The percentage of all visitors who traveled to Charleston specifically for the event/attraction:	50%	50%
Attraction or Event / Festival?	<input type="checkbox"/> Attraction (Ongoing Project, open year-round) <input checked="" type="checkbox"/> Event / Festival (not Ongoing, not open year-round)	
Season of Event if it is one-time event:	<input type="checkbox"/> Prime Season (March, April, May, June, July, September, October) <input checked="" type="checkbox"/> Shoulder Season (November, December, January, February, August)	
Is this a start-up project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

The daily spending and average length of stay of visitors will be determined by the CVB/CofC using the most current data.

What methods did you use to calculate the total attendance and the total number of non-residents? Please be specific (*for example: survey questions, estimation methods, etc.*).

The total attendance numbers are based on estimation of attendance in consultation with police officers on site; and the redemption rate of parking vouchers. The ratio of non-residents is based on statistical review of website visitation and email open rate/click-through based on geographic distribution (Good Analytics and Constant Contact platforms); survey responses and anecdotal feedback.

What methods did you use to estimate the visitor spending, length of stay, and percentage of visitors who specifically came for the events/attractions?

This information is reflected in survey responses, supplemented by information provided by the Charleston Area Convention & Visitors Bureau.

2. Media & Marketing Impact Questions (Weight: 20%)

Media and marketing exposure promotes visitation and attendance for events, festivals and other tourism-related activities. This effort also helps to increase interest for subsequent years, which is extremely important for annual and recurring events. In addition, this exposure further enhances the image of Charleston County as a visitor destination, which encourages visitation throughout the rest of the year.

Please use the *Media Excel attachment* (a total of 5-tabs to complete) to list the media and marketing coverage for this project, to include paid-space advertising and editorial / PR

coverage, for media **outside of Charleston County**. Website data is also requested, preferably using *Google Analytics*. Attachments may be included in order to paint a clearer picture of the organization’s marketing strategy, including broadcast, print, electronic and other advertising mediums.

3. Community Impact Questions (Weight: 10%)

The impact of your project may extend well beyond any capital investment, jobs created, and visitors it attracts. Some of these other benefits may include preserving and promoting a cultural/ heritage asset of the community, and improving the quality of life for county residents as a result of the project.

Ultimately, what aspects of the project will benefit the Charleston community?

	Previous Year	Current Year (Projected)
Your total annual payroll (\$):	3,000	3,000
Total money spent or budgeted on construction or renovation of physical and permanent structure/properties, if any:		
<p>Please list other sustainable impact on Charleston County and the tourism industry in the area, if any:</p> <p>Holiday Magic in Historic Charleston is widely promoted in editorial and paid publicity, helping to build Charleston’s “brand” as a leading tourist destination. Holiday Magic events, bolstered by CVB efforts and the hospitality industry’s outreach to encourage visitors to Charleston in December, collectively contribute to the sustainability of the area’s tourism industry.</p> <p>Holiday Magic events also provide paid engagements for local artists and performers, showcasing their talents and promoting their own holiday productions, with additional financial resources committed locally for graphic design services, printing, technical production and equipment rental.</p> <p>*Payroll figures do not include City salaried employees involved in producing Holiday Magic; only part-time hourly and seasonal hires are included, as their payroll is drawn from the project budget.</p>		

4. **Tourism Panel Analysis** (Weight: 20%)

Five tourism professionals will assess the degree of importance of this project to the further development of the Charleston area's tourism economy.

The following attachments MUST be submitted with your application. If not, your application will NOT be considered.

- A. The Internal Revenue Service (IRS) tax status determination letter (not applicable to governmental agencies).
- B. Copy of Internal Revenue Service (*IRS Form 990*) for the most recently completed year. (A Financial Statement must be substituted if an organization chooses not to file an *IRS Form 990* because the revenues are less than the threshold to file an *IRS Form 990*).
- C. Copy of *Annual Audit* performed by a Certified Public Accountant (CPA):
 - 1. if a governmental agency, or;
 - 2. if entity's revenues are \$1,000,000 or more in the last completed fiscal year.

I hereby certify that I am an authorized signatory for the applicant organization and that this organization does not discriminate on the basis of race, color, age, sex, religion, national origin, sexual orientation, disability, veteran status, marital status, genetic information, gender identity, and/or women affected by pregnancy, childbirth, or related medical conditions, and that all funds that may be received by applicant organization from the County of Charleston will be solely used for the purposes set forth in this application and will comply with all laws and statutes. In particular, organizations receiving Local Accommodations Tax Funding will comply with State regulations requiring funds be utilized only for purposes as set forth in the Accommodations Tax Statute.

Signature

Date

John J. Tecklenburg, Mayor

Name and Title (please print)

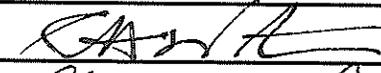
COMMITTEE / COUNCIL AGENDA

8.)

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS – CHARLESTON COUNTY ATAX
REQUEST: To Apply for \$10,000 from Charleston County Local Accommodation Tax Funding, to support the 2020 Free Verse Poetry Festival. The project period is 10/11/2020 – 10/18/2020

COMMITTEE OF COUNCIL: W&M DATE: February 25, 2020

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

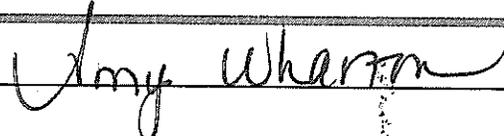
	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Office of Cultural Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

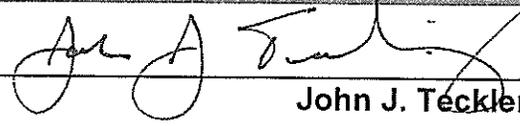
If yes, provide the following: Dept./Div.: _____ Account #: _____
Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes No

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:
No City match is required.

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Local Accommodations Tax

FY 2021 Application for Charleston County Funding

Applications must be received by 5:00 PM – Monday, March 2, 2020

Return applications to:
 Charleston County Budget Department
 4045 Bridge View Drive, Suite A221
 Charleston, SC 29405-7464

Questions should be directed to:
 Audrey Parker
aparker@charlestoncounty.org

Amount you are requesting:

\$10,000

Date(s) of Specific Event:
 (if applicable)

10/11-18/2020

Location of Specific Event:

Charleston County – various venues

SECTION I: ORGANIZATION INFORMATION

Name of Organization:	City of Charleston Office of Cultural Affairs (2020 Free Verse Poetry Festival)
Contact Name and Title:	Scott Watson, Director, Office of Cultural Affairs
Complete Mailing Address:	75 Calhoun Street, Suite 3800, Charleston, SC 29401
Phone Number:	(843) 720-3885
Fax Number:	(843) 720-3967
Email Address:	watsons@charleston-sc.gov
Website:	www.freeversefestival.com; www.charlestonarts.org

TYPE OF ENTITY (check one)

501(c) Tax-exempt

Governmental

Federal Employer Identification Number: 57-6000226

Briefly state the history and mission of your organization.

The Free Verse Festival is Charleston, South Carolina's first poetry festival. The mission of the festival is to uplift the community by providing eclectic poetry events and workshops at multiple venues in downtown Charleston and in West Ashley. The Office of Cultural Affairs is partnering with Marcus Amaker, Charleston's first Poet Laureate, to produce Charleston's fourth poetry festival in 2020. Marcus Amaker, a local poet, graphic designer and musician, was named Charleston's first Poet Laureate in June of 2016. The position of Poet Laureate was established by Charleston City Council to enhance the appreciation of poetry throughout the Charleston area. As Poet Laureate, Marcus Amaker will work in conjunction with the City of Charleston Office of Cultural Affairs to implement a community outreach and education program to encourage the writing, reading and performance of poetry in Charleston; and he will commemorate the city by composing poetry (along with other local poets) that speaks to, for and of the South Carolina Lowcountry, to be presented at the annual Free Verse Festival. A vision of the festival is to make poetry visible and resident in the public realm throughout all of Charleston's communities.

Administrative Purposes Only

Date Received:	Valid Accommodations Purpose under State Code of Laws 6-1-530:	Yes <input type="checkbox"/> No <input type="checkbox"/>
	IRS determination letter:	Yes <input type="checkbox"/> No <input type="checkbox"/>
	IRS Form 990 (or Financial Statement if not required to file IRS 990):	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Audit:	Yes <input type="checkbox"/> No <input type="checkbox"/>

If you are a Government Entity, skip to Section III.

1. REVENUE

	<u>FY 2019</u> (Form 990)	<u>FY 2020</u> (Current Budget)
Contributions, and Grants		
Program Service Revenue		
Investment Income		
Other		
TOTAL		

2. EXPENSES

	<u>FY 2019</u> (Form 990)	<u>FY 2020</u> (Current Budget)
Grants Paid		
Benefits Paid for Members		
Salaries and Fringe Benefits		
Fundraising		
Other		
TOTAL		

SECTION III: FUNDING REQUEST FOR COUNTY'S FISCAL YEAR 2021
 (July 1, 2020 to June 30, 2021)

1. The Accommodations Tax is available under Section 6-1-530 of the *South Carolina Code of Laws* for the following **tourism-related** expenditures:
 - A. Advertising and promotion of development related to tourism
 - B. Maintenance or operation of a tourist-related building or facility

2. **Describe your request.**

We are requesting funds for the fourth annual Free Verse Festival in Charleston, SC. We expect the festival budget to grow as the festival grows and establishes itself as an annual festival in Charleston, SC. The 2020 festival budget will likely grow to \$50,000 with significant marketing and promotion to cultural tourists. We are seeking funds from Charleston County's ATAX Grant Program to assist with advertising/marketing costs related to the festival. Visitors who attend the festival help our local economy by generating hotel room revenue (ATAX fees), restaurant meal revenue (Hospitality Tax fees) and gift shop and retail purchases (Sales Tax fees). In addition to securing regional editorial support, we purchase advertising on Charleston-area radio stations (with a reach well beyond the tri-county area); websites and email newsletters (national/international reach); and print outlets (both in market and out of market).

3. **Detail of request**

	FY 2021 AMOUNT
OPERATING	
A. Advertising or promotion related to tourism development	10,000
<input type="checkbox"/> Television <input checked="" type="checkbox"/> Rack Cards <input checked="" type="checkbox"/> Radio <input type="checkbox"/> Billboards <input checked="" type="checkbox"/> Newspapers <input type="checkbox"/> Mailings (Out of County) <input checked="" type="checkbox"/> Websites <input type="checkbox"/> Visitor's Guide <input type="checkbox"/> Magazines <input checked="" type="checkbox"/> Other (print and design of marketing pieces; email marketing)	
B. Maintenance or operation of tourist-related building or facility (specify)	

4. **List funds received or requested for tourism-related expenses**

SOURCE	FY 2020 AMOUNT	FY 2021 AMOUNT	FY 2021 STATUS
Charleston County	4,730	10,000	Pending
	15,000	15,000	Budgeted
TOTAL Project or Event	19,730	25,000	

SECTION IV: **SCORING SYSTEM**
For Section V

If you have questions, please contact the
Charleston Area Convention & Visitors
Bureau (CVB) at 843-853-8000

1. Economic Impact Calculation (Weight: 50%)

The number of visitors this year X daily spending X Length of stay = Total Direct Impact
Replace them with average daily spending if not known

**Total Direct Impact => IMPLAN Model => Total Tax dollars Generated for the
Charleston County**

Adjusted by ongoing/one-time event and busy/slow season

Each project will be rated between 1-100.

2. Media & Marketing Impact Calculation (Weight: 20%)

**Tourism Panel will assess the impact of marketing / media coverage. An average of the
panelists will be taken.**

Each project will be rated between 1-100.

3. Community Impact Calculation (Weight: 10%)

Total investment in the Charleston community

Each project will be rated between 1-100.

4. Tourism Panel (Weight: 20%)

**Tourism Panel will assess the project in its entirety. An average of the panelists will be
taken.**

Each project will be rated between 1-100.

Final Calculation

Final Score =

*Economic Impact X 0.5 + Media Impact X 0.2 + Community Impact X 0.1 + Expert Score X
0.2*

- 1) Recommendations to Council will be based on the score of each entity;
- 2) If the total request from all entities exceeds the available funding, recommendations to Council will be made based on the available funding.

SECTION V: TOURISM IMPACT ANALYSIS**1. Economic Impact Questions (Weight: 50%)**

	Previous Year	Current Year (Projected)
Total Attendance	5,000	6,000
The Number of Attendees from Outside the Tri-County Area (Visitors):	1,250	1,500
The percentage of all visitors who traveled to Charleston specifically for the event/attraction:	25%	25%
Attraction or Event / Festival?	<input type="checkbox"/> Attraction (Ongoing Project, open year-round) <input checked="" type="checkbox"/> Event / Festival (not Ongoing, not open year-round)	
Season of Event if it is one-time event:	<input checked="" type="checkbox"/> Prime Season (March, April, May, June, July, September, October) <input type="checkbox"/> Shoulder Season (November, December, January, February, August)	
Is this a start-up project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

The daily spending and average length of stay of visitors will be determined by the CVB/CofC using the most current data.

What methods did you use to calculate the total attendance and the total number of non-residents? Please be specific (*for example: survey questions, estimation methods, etc.*).
Google Analytics is our primary tool for measuring total attendance numbers of tourists. We also audit response rates and geographic distribution of Constant Contact emails sent out with information and news regarding the Free Verse Festival. Attendance is also based on audited box office and ticket sales reports; and on site estimates of attendance at admission-free events.

What methods did you use to estimate the visitor spending, length of stay, and percentage of visitors who specifically came for the events/attractions?

Constant Contact email marketing system is used to create and send email newsletters. This program gives tools to measure impact of our email marketing so we can collect statistics about who is opening our emails, forwarding them on to others and how many times they are visiting our websites by clicking on links in our emails. We also distribute and collect surveys at many of the Festival's events, which includes questions related to how patrons learned about the events, and other specific questions.

2. Media & Marketing Impact Questions (Weight: 20%)

Media and marketing exposure promotes visitation and attendance for events, festivals and other tourism-related activities. This effort also helps to increase interest for subsequent years, which is extremely important for annual and recurring events. In addition, this exposure further

enhances the image of Charleston County as a visitor destination, which encourages visitation throughout the rest of the year.

Please use the *Media Excel attachment* (a total of 5-tabs to complete) to list the media and marketing coverage for this project, to include paid-space advertising and editorial / PR coverage, for media **outside of Charleston County**. Website data is also requested, preferably using *Google Analytics*. Attachments may be included in order to paint a clearer picture of the organization’s marketing strategy, including broadcast, print, electronic and other advertising mediums.

3. Community Impact Questions (Weight: 10%)

The impact of your project may extend well beyond any capital investment, jobs created, and visitors it attracts. Some of these other benefits may include preserving and promoting a cultural/ heritage asset of the community, and improving the quality of life for county residents as a result of the project.

Ultimately, what aspects of the project will benefit the Charleston community?

	Previous Year	Current Year (Projected)
Your total annual payroll (\$):	3,000	3,000
Total money spent or budgeted on construction or renovation of physical and permanent structure/properties, if any:		
Please list other sustainable impact on Charleston County and the tourism industry in the area, if any: With a full roster of activities and events centered around the spoken word, the Free Verse Festival will animate downtown Charleston and West Ashley with poetry in places like the City Gallery, the Charleston Farmers Market, the West Ashley Farmers Market, the Charleston Gaillard Center, PURE Theatre and other venues throughout Charleston. Poetry as an art form is something that we need to expand on in the Charleston area. There is no other festival like Free Verse Festival in the southeast and we expect to continue to attract cultural tourists who appreciate this art form and the people, places and region the festival will highlight again in 2019. In addition to providing a prominent destination event for tourists interested in the spoken word, the Free Verse Festival directly supports the area tourism industry using hotels, hospitality, and ground transportation providers for visiting artists		

<p>and performers. The Festival also contributes to the local quality of life and invests in the local economy through fees paid to artists, and monies spent on graphic design, printing, distribution services, hospitality, ground transportation, as well as production rental and technicians.</p> <p>Building off of the Festival’s comprehensive outreach programming for students and educators, Marcus Amaker (Charleston’s poet laureate) and the Office of Cultural Affairs staff will again partner with the Charleston County School District (CCSD) to send poets into (CCSD Title I) schools to promote the power and importance of the written word. A number of poetry workshops will take place for students and educators throughout the Festival.</p> <p>*Payroll figures do not include City salaried employees involved in producing the Festival.</p>		

4. Tourism Panel Analysis (Weight: 20%)

Five tourism professionals will assess the degree of importance of this project to the further development of the Charleston area’s tourism economy.

The following attachments MUST be submitted with your application. If not, your application will NOT be considered.

- A. The Internal Revenue Service (IRS) tax status determination letter (not applicable to governmental agencies).
- B. Copy of Internal Revenue Service (*IRS Form 990*) for the most recently completed year. (A Financial Statement must be substituted if an organization chooses not to file an *IRS Form 990* because the revenues are less than the threshold to file an *IRS Form 990*).
- C. Copy of *Annual Audit* performed by a Certified Public Accountant (CPA):
 - 1. if a governmental agency, or;
 - 2. if entity's revenues are \$1,000,000 or more in the last completed fiscal year.

I hereby certify that I am an authorized signatory for the applicant organization and that this organization does not discriminate on the basis of race, color, age, sex, religion, national origin, sexual orientation, disability, veteran status, marital status, genetic information, gender identity, and/or women affected by pregnancy, childbirth, or related medical conditions, and that all funds that may be received by applicant organization from the County of Charleston will be solely used for the purposes set forth in this application and will comply with all laws and statutes. In particular, organizations receiving Local Accommodations Tax Funding will comply with State regulations requiring funds be utilized only for purposes as set forth in the Accommodations Tax Statute.

Signature

Date

John J. Tecklenburg, Mayor

Name and Title (please print)

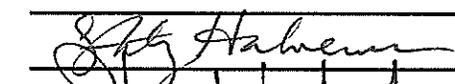
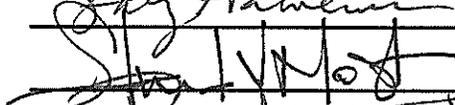
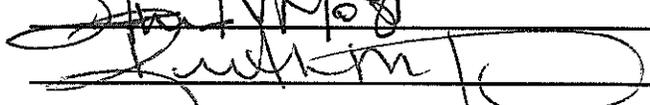
CPR COMMITTEE and/or COUNCIL AGENDA

9.)

TO: John J. Tecklenburg, Mayor
FROM: Virginia Jones / Andrew Jones DEPT. Parks – Capital Projects
SUBJECT: STONEY FIELD RENOVATIONS-BENCHES, RAILS , FENCES, & GATES CONSTRUCTION CONTRACT
REQUEST: Approval of a Construction Contract in the amount of \$479,182.00 with H2I Group to install new benches, railings, fencing, and gates at Stoney Field.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** February 25, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Capital Projects Director	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

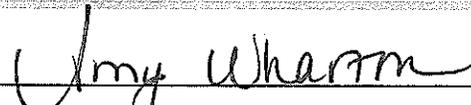
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051150-58240

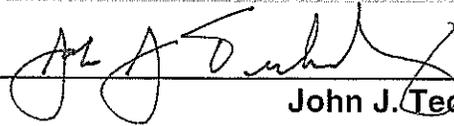
Balance in Account \$479,182.00 Amount needed for this item \$479,182.00

Project Number CP1812

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: Approval of a Construction Contract will obligate \$479,182.00 of the \$4,268,480.50 project budget. Funding sources for this project are: 2005 GO Bond (\$399,048.00), 2018 GO Bond (\$2,600,000.00), Hospitality Funds (\$1,250,000.00), and Capital Contribution (\$19,432.50).

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

City of Charleston Construction Contract

THIS CONTRACT, made this 12 day of February 2020 by and between:

The Owner: City of Charleston and the Contractor: H2I Group
Department of Parks 3229 Sunset Blvd., Suite M
823 Meeting Street West Columbia, SC 29169
Charleston, SC 29403

WHEREAS, the Owner requires the construction of the following project, identified as follows:

CP1812: Stoney Field Renovations – Benches, Rails, Fences & Gates

Whereas, the CONTRACTOR, whose South Carolina contractor's license is 122625, is prepared and qualified to provide such Construction;

NOW THEREFORE, the Owner and Contractor agree to all of the following terms and conditions set forth in this Contract.

TIME OF PERFORMANCE:

THE EFFECTIVE DATE of this contract shall be the date written above.
THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
THE DATE OF SUBSTANTIAL COMPLETION shall be **60** calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.

PAYMENTS TO THE CONTRACTOR for acceptable Work performed shall be as follows:

THE CONTRACT SUM OF **\$479,182.00** to be paid in response to the Contractor's Applications for Payment as certified by the A/E and subject to the terms of this Contract.

THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: **N/A**

LIQUIDATED DAMAGES in the amount of **\$250.00** per day shall be withheld from any amounts otherwise due to the Contractor for each day the Contractor fails to achieve SUBSTANTIAL COMPLETION within the time allowed.

ARCHITECT ENGINEER – The A/E of Record for this Project is: **N/A** (City will act as A/E)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS CONTRACT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

OWNER: City of Charleston

CONTRACTOR: H2I Group

BY: _____
John J. Tecklenburg
Mayor

BY: _____
(Signature of Contractor Representative)

Mike Propp
(Name of Contractor Representative)

ITS: Chairman
(position or title)

General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS

- A. The Contract Documents forming this agreement shall consist of the following:
1. a fully executed Construction Contract (this document) and any listed attachments thereto;
 2. the TIPS Authorization letter dated, January 15, 2020;
 3. Pages 1-2 of the Project Proposal dated, December 19, 2019 (the "H2I Group Terms and Conditions" on Page 3 are expressly excluded from this Contract);
 4. Payment and Performance Bonds;
 5. Notice to Proceed;
 6. All Change Orders and Change Directives.
- B. In the event of a conflict, the terms in the Construction Contract (this document) shall control and supersede the terms in any other document listed herein.

ARTICLE 2 – GENERAL PROVISIONS

- A. The Contractor shall not incur any expense chargeable to the Owner until this Contract has been authorized and fully executed by both the Owner and the Contractor.
- B. The Contractor warrants to the Owner that:
1. it and its subcontractors (if any) are financially able to complete the Work;
 2. it will perform all obligations, furnish all plant, material, equipment, tools, transportation, supplies and labor to complete the Work assigned;
 3. it is authorized and licensed to do business in the State of South Carolina and the City of Charleston;
 4. it will perform the Work with care and diligence and in a professional and workmanlike manner;
 5. it has visited the work site and is reasonably apprised of the conditions in and around the work area.
- C. Contractor's Rights and Responsibilities
In addition to any other rights and responsibilities contained in this Agreement, the Contractor shall:
1. pay for required construction permits or business license fees, labor, materials, equipment, tools, transportation, supervision, testing, etc, as required for the performance of the Work;
 2. visit the work site and obtain information to assist in familiarization with the work site, its conditions and any limitations that would affect the performance of the Work;
 3. have the right to rely on information contained in the Contract Documents, but shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner or its A/E;
 4. be responsible for all construction means, methods, techniques, procedures and safety measures in the performance of the Work;
 5. employ only persons skilled in the Work for which it is to do, employ an experienced superintendent to supervise the Work who shall be responsible for the acts or omissions of the Contractor's agents and employees or those of sub-contractors and their agents and employees acting on behalf of the Contractor;
 6. have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Services in the State of South Carolina, the City of Charleston and as required by this Contract.
- D. Owner's Rights and Responsibilities
In addition to any other rights and responsibilities contained in this Agreement, the Owner shall:
1. provide the contractor with available information regarding the Work and the work area;
 2. secure and pay for all design permits, assessments, and easements except as required by the Contract Documents;
 3. pay the Contractor for acceptable Work performed, in accordance with the provisions of this Contract;

4. if the Contractor fails to begin the Work within fourteen (14) calendar days of the DATE OF COMMENCEMENT as indicated in the Notice to Proceed, the Owner shall have the right to declare the Contractor in material breach of this Contract and terminate the Contract;
5. act as the A/E in the absence of a licensed design professional.

E. A/E's Rights and Responsibilities

In addition to any other rights and responsibilities contained in the Agreement, the A/E shall:

1. represent the Owner during the construction process through final completion of the Project, and as requested during the warranty period. The A/E will act on behalf of the Owner only to the extent provided in the Contract Documents or otherwise agreed by the Owner;
2. make periodic visits to the site during construction administration to become familiar with the progress and quality of the Work and to determine if the Work is being performed in a manner indicating that the Work is generally progressing in accordance with the Contract Documents;
3. make recommendations to the Owner as to the acceptance or rejection of the Work and communicate the Owner's decision to the Contractor;
4. review and approve or reject shop drawings and samples submitted by the Contractor;
5. respond promptly to all requests for information or clarification from the Owner or the Contractor;
6. make the initial interpretation and decision on matters concerning performance under, and the requirements of, the Contract Documents, upon written request of either the Owner or Contractor. The interpretation or decision of the A/E shall be final, subject to the dispute resolution provisions of this Contract;
7. not be responsible for construction means, methods, techniques, procedures and safety measures in the performance of the Work or acts of omission of the Contractor, Subcontractors or any other entity performing the Work on the site;
8. review periodic requests for payment, and approve or reject the request, in whole or in part;
9. prepare Change Orders or Change Directives as directed by the Owner.

ARTICLE 3 – CONSTRUCTION ADMINISTRATION

A. Shop Drawings and Samples

1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the A/E. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
2. The Contractor shall submit the number of sets as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
3. The A/E will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.

B. Materials and Workmanship

1. The Contractor shall not allow the use of any asbestos-containing product.
2. The Contractor shall not use or allow the use of lead material in public water application. Lead-free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-free solder and flux is defined as containing less the 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.
3. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all material shall be new, in first class condition, and installed using workmanship of the highest quality in accordance with the Contract Documents.

C. Inspection and Testing of Materials

1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by building officials.
2. The Contractor shall leave uncovered all areas of Work that are called out in the Contract Documents to be left uncovered, or the A/E requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the A/E of the time requested for an inspection of these areas.

D. Substitutions

1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved by the A/E.
2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without prior written approval from the A/E, which shall be granted only with the concurrence of the Owner.

E. Changes in the Work

1. Only the Owner may authorize changes in the scope of the Contract. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.
2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed Work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
 - a. For the Contractor or subcontractor on Work performed by its own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0
 - b. For the Contractor or subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3
 - c. To a first tier subcontractor on woWork performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3
 - d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. Receiving and Storing Materials and Equipment

1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.
2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Delivery Order or manufacturer's printed instructions of each product.

G. Reports

1. The Contractor shall prepare Progress Reports on a form provided by the Owner. Reports shall be submitted to the Owner on a weekly basis.

H. Time for Completion

1. Requests for time extensions shall be made promptly. Delays of the Work due to circumstances beyond the control of the Contractor shall be adequately documented and submitted to the Owner with any request for an extension of the time of Completion.
2. The time allowed for Substantial Completion includes five (5) calendar days per calendar month for delays due to inclement weather. Delays due to weather beyond the five days may be requested as a time extension to the time for completion. The Contractor shall submit job site weather data supporting the claim for an extension of time.
3. Should completion of the Project extend past the original or amended contract substantial completion date, the Owner will retain as liquidated damages and not as a penalty the amount listed on Page 1 and reduce the Contractor's final payment by that amount.

- I. Guarantees and Warranties
 1. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other work or property resulting from such defects for a period of one year from the date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties may be assigned by the Owner at no cost to the Owner and without the approval of the Contractor.
 2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.
- J. Use of the Site
 1. The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined in the Contract Documents. The site must be maintained in a reasonably clean condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner, remove from the site all trash, debris, tools and equipment no longer needed for the Work.
 2. The Contractor shall provide access to the Work in progress for representatives of the Owner, the A/E and for all authorities having jurisdiction over the Work.
- K. Taxes
 1. The Contractor shall include in its Bid and pay for, all taxes in effect or scheduled to go into effect at the time of bidding or at the completion of negotiations.
 2. The Contractor's attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, contractors and subcontractors.

ARTICLE 4- PAYMENTS

- A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- B. The Contractor shall make payments to Subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Work, and a Construction Schedule, to be used by the architect as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable Work completed based on the approved Schedule of Values and the A/E's evaluation of the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the completed Work until the Final Application for Payment is paid.
- D. The Contractor's Final Application for Payment may be submitted when the following have occurred:
 1. The Contractor has fully performed the Work of the Contract, including the acceptable completion of all punch list items; and,
 2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
 3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
 4. The Contractor has completed all training and other startup/turnover support activities with the Owner staff.
- E. If the Work is completed to the satisfaction of the A/E, the A/E shall certify the application and the Owner shall make final payment.

ARTICLE 5 – CLAIMS

- A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.
- B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.

- C. Claims arising prior to the date final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph a party expressly waives its claim.
- D. Pending a resolution of the Claim, including any dispute resolution under this Contract, the Contractor shall proceed to perform as required by the Contract and the Owner shall continue to make payments in accordance with this Contract.

ARTICLE 6 – DISPUTE RESOLUTION

The parties agree to attempt in good faith to resolve their disputes arising from a claim or controversy arising out of or relating to the Contract. To the extent that the parties are unable to reach a resolution, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or federal court located in Charleston County. The Contractor agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the Contractor pursuant to the Contract (including the Owner).

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

- A. Owner's Right of Termination
 - 1. The Owner may, at any time, terminate the Contract, in whole or in part, with or without cause for the Owner's convenience, upon seven (7) days written notice to the Contractor.
 - 2. The Owner may, upon written consent of the Contractor, reinstate the terminated portion of this Contract in whole or in part if it is determined that it is necessary or advantageous to the Owner. Compensation shall be equitably negotiated by agreement between the Owner and Contractor.
- B. Contractor's Right of Termination
 - 1. The Contractor may terminate the Contract if Work is stopped through no fault of the Contractor, or other persons performing any Work either directly or indirectly for the contractor, for a period of time exceeding sixty (60) consecutive calendar days due to a court order or other public authority having jurisdiction; or a National emergency which requires the Work to be stopped.
 - 2. The Contractor may, upon seven (7) days written notice to the Owner and the A/E, terminate the Contract for the reasons stated above and be compensated for Work completed and materials stored in accordance with the Contract Documents.
- C. Owner's Right of Suspension
 - 1. The Owner may, at any time, suspend the Work, in whole or in part, with or without cause for such period of time as determined by the Owner;
 - 2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or an equitable adjustment covered under other provisions of the Contract.

ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor is responsible for job-site safety and the protection of persons and property within the work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.
- B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, then the Contractor shall immediately stop work in the affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume work until the material has been rendered harmless, removed or protected.

- C. This Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).
- D. For the purposes of this Contract, the term "rendered harmless" shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

ARTICLE 9 – INSURANCE AND BONDS

- A. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor's operations under the Work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.
- B. The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
 - 1. Premises – Operations.
 - 2. Independent Contractor's Protective.
 - 3. Products and Completed Operations.
 - 4. Personal and Advertising Injury.
 - 5. Contractual, including specified provisions for Contractor's obligations.
 - 6. Broad Form Property Damage, including Completed Operations.
 - 7. Owned, Non-Owned and Hired Vehicles.
- C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the contract:
 - 1. Commercial General Liability:

a. General Aggregate (per project)	\$ 2,000,000
b. Products/Completed Operations	\$ 1,000,000
c. Personal and Advertising Injury	\$ 1,000,000
d. Each Occurrence	\$ 1,000,000
e. Fire Damage	\$ 50,000
f. Medical Expense (any one person)	\$ 5,000
 - 2. Business Auto Liability (including all owned, non-owned, and hired vehicles):

a. Combined Single Limit	\$ 1,000,000
-OR-	
b. Bodily Injury & Property Damage (each)	\$ 1,000,000
 - 3. Workers Compensation

a. State	Statutory
b. Employer's Liability	\$ 100,000 Per Accident
	\$ 500,000 Disease, Policy Limit
	\$100,000 Disease, Each Employee
c. USL&H and Jones Act	\$ 600,000
- D. The aggregate Limits of the Contractor's Insurance shall apply, in total for this Contract. This shall be indicated on the Certificate of Insurance as "Per Project", or in an attached policy amendment.
- E. The Owner shall be listed as the certificate holder of the Contractor's Liability Insurance.
- F. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25 and shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Contractor shall supply a written endorsement to the Contractor's general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor's liability insurance policy shall be primary, and that any liability insurance of the Owner

shall be secondary and noncontributory. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner.

- G. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under this Article or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of insurance shall be grounds for termination of the contract.

H. Bonds

The Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. Failure to provide the Bonds may indicate that the Contractor is in material breach of its responsibilities under the Contract.

1. Bonds shall each be in the amount of 100% of the amount of the Contract.
2. The Surety providing the Bonds shall have, at a minimum a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V" and in no case less than five (5) times the contract amount. The Bonds shall:
 - a. be issued by a surety company licensed to do business in South Carolina; and,
 - b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
 - c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
 - d. display the Surety's' Bond Number.

I. Property Insurance

The Contractor shall purchase and maintain Builder's Risk insurance in the amount of the Contract Sum and all subsequent modifications on a replacement cost basis. The Contractor shall be responsible for any deductibles. Such insurance shall be maintained until final payment has been made.

ARTICLE 10 – CORRECTION OF WORK

- A. The Contractor shall promptly and with due diligence, correct Work rejected by the A/E or the Owner for failure to conform to the requirements of the Contract, whether such defective Work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient Work including additional testing and inspections and any compensation for A/E services and expenses involved.
- B. If the Contractor fails to carry out the Work in accordance with the Contract Documents, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies they may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies including the Owners expenses, and compensation to the A/E, if necessary.
- C. The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

ARTICLE 11 – CONSTRUCTION BY OWNER

- A. The Owner reserves the right to do work with its own forces or award separate contracts for work on the same project.
- B. The Contractor agrees to allow access to the site by the Owner's work force or separate contractor(s), and agrees to assist in coordinating the progress of the work with the Owner.
- C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 12 – SUBCONTRACTORS

If the Contractor engages subcontractors to provide any Work on the Contract, then the Contractor shall include, or cause to be included, in the agreement with those entities, all provisions contained in the Contract. Subcontractors and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 13 – COMPLETION AND CLOSEOUT

- A. The Contractor shall have completed the unfinished and defective Work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.
- B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.
- C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.
- D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

- A. The Contractor and Owner each bind themselves, their partners, directors, officers, successors, executors, administrators, assigns and legal representatives in respect to all provisions of this contract. Neither party shall assign, sublet or transfer their interest in this Contract without the written consent of the other party.
- B. This Contract represents the entire and integrated agreement between the Owner and Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
- C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.
- D. Unless otherwise included in the Contract, nothing shall require the Contractor to discover, handle, remove or dispose of any hazardous or toxic materials in any form at the project site.

ARTICLE 15 – GOVERNING LAW

- A. This contract is entered into and shall be construed and governed in accordance with the laws of the State of South Carolina. Contractor and Owner shall: (1) submit to the jurisdiction of the state and federal courts located in Charleston County, South Carolina; (2) waive any and all objections to jurisdiction and venue; and (3) not raise forum non conveniens as an objection to the location of any litigation.

ARTICLE 16 – INDEMNITY

- A. The Contractor shall indemnify and save harmless the Owner and the Owner's agents and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the Owner submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.



H2I Group
3229 Sunset Blvd., Suite M
West Columbia, SC 29169

To: City of Charleston Date: February 12, 2020
Project: Stoney Field
Location: Charleston, SC
Contact: Virginia Jones

We propose the following:

TIPS Contract Number – 181101-4535

Bleacher, Fencing, and Railing Renovations

Provide 7290' of 12" Anodized Aluminum
Bench Seating LUMP SUM \$209,552.00
Materials / Freight / Install FOR
BLEACHERS

Base Bid estimate includes:

- 7290' of 10"-11" Anodized Aluminum Bench Seat
- Hardware: Bolt/Clips, End Caps, Sleeves
- All New Seat Brackets spaced at 5' OC (estimated number of replacement brackets needed)
- Manufacturing (AISC approved facility) and shipping materials needed for complete installation
- Install Labor at non-prevailing wage rates
- Receiving and setting of materials needed for install
- Sealed shop drawings by state authorized engineer
- Sales Tax

New Brackets

- Provide and install all new seat brackets at 5' o.c.
- Seat brackets to be galvanized steel or heat treated aluminum Z brackets.
- Installed with new anchors on existing concrete.

Stadium Fencing and Railing:

1. Demolish and dispose of existing fence and railings
2. Furnish and install 4', black, vinyl coated fencing along the face of the home and visitor stadium seating as per the existing layout.
3. Furnish and install handrails along edge of the 1st step at the home and visitor stadium seating as per the existing layout
4. Furnish and install handrails around 3 sides of each tunnel opening at the home and visitor stadium seating as per the existing layout.
5. Furnish and install 3, double gates beneath the home stadium seating leading to the field
6. Furnish and install 3, double gates beneath home stadium seating leading to the gravel parking lot including fencing on either side of the gates and tall fencing above the gates
7. Furnish and install 3, double gates beneath the visitor stadium seating leading to the field
8. Furnish and install 3, double gates beneath visitor stadium seating leading to the exterior

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February 12, 2020

The City of Charleston
80 Broad St.
Charleston, SC 29401

RE: Assigned Vender: H2I Group
Awarded Vendor: GT Grandstands Inc.
Contract #181101: Job Order Contracting JOC
Award Date: January 4, 2019 effective through January 31, 2021

JOB – Stoney Field - Bleacher, Fencing, and Railing Renovations

TO WHOM IT MAY CONCERN:

The Interlocal Purchasing System (TIPS) verifies that **GT Grandstands Inc.** is an Awarded Vendor for The Interlocal Purchasing System (TIPS) through the **Job Order Contracting Contract (JOC) #181101** and has assigned an extension of this contract to **H2I Group** to perform the above specified work.

With specific respect to the quote from H2I Group for the Stoney Field - Bleacher, Fencing, and Railing Renovations dated December 19, 2019, in the amount of \$479,182.00, has been reviewed by TIPS and found to be within the parameters of the awarded contract listed above.

If you have any questions, you may reach me at 903.575.2629 or by email to heath.hinton@tips-usa.com.

Sincerely,

Heath Hinton

Heath Hinton
TIPS Project Estimator

CPR COMMITTEE and/or COUNCIL AGENDA

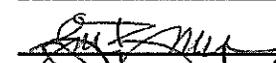
10.)

TO: John J. Tecklenburg, Mayor
 FROM: Ed Boinest / Andrew Jones DEPT. Parks – Capital Projects
 SUBJECT: ST. JULIAN DEVINE IMPROVEMENTS CHANGE ORDER #1

REQUEST: Approval of Change Order #1 with Satchel Construction, LLC, in the amount of \$78,266.03 for repair and replacement of damaged window and door lintels and brickwork that were not included in original documents, a credit for finished hardware allowance, and an elevator repair allowance overage.

COMMITTEE OF COUNCIL: Ways & Means DATE: February 25, 2020

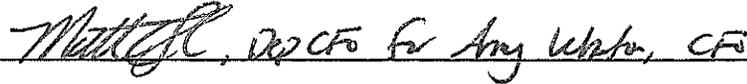
COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u></u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u></u>	<input type="checkbox"/>
Capital Projects Director	<input type="checkbox"/>	<input type="checkbox"/>	<u></u>	<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>	<u></u>	<input type="checkbox"/>

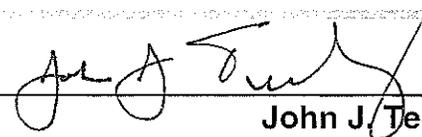
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051588-58240
 Balance in Account \$78,266.03 Amount needed for this item \$78,266.03
 Project Number CP1620

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: Approval of Change Oder #1 will increase the Construction Contract by \$78,266.03 (from \$520,800.00 to \$599,066.03). Funding sources for this project are 2015 General Fund Reserves (\$250,000.00), 2018 General Fund Reserves (\$400,000.00), Cooper River Bridge TIF (\$2,250,000.00), and Capital Contribution (\$210,000.00).

Mayor's Signature: 
 John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

CHANGE ORDER



SACHEL CONSTRUCTION, LLC
 2133 Dorchester Rd
 N Charleston SC 29405

(843) 654-9250 Office

www.satchelconstruction.com

Date: 1.24.2020

Project: RFP #01

Location: St. Julian Devine Center

To: City of Charleston

From: Jordan Fuller

Change Order #: 1

Start Date: TBD

Completion Date: 30 Additional Days

Div. #

Scope of Work:

Provide labor, materials, equipment and general requirements as needed to complete all work per CP-1620; RFP #01 dated 01.14.2020; replacement of hollow metal doors and frames were already included in the base bid; no pricing has been added in this change order for that scope of work.

SUMMARY OF WORK	Labor Quantity	Labor Unit	Labor Cost	Labor Total	Material Quantity	Material Unit	Material Waste	Extended Quantity	Material Cost	Material Total	Total
1.0 - GENERAL REQUIREMENTS				8,985.20						0.00	8,985.20
Project Manager	1.00	HR	1,965.20		0.00	FS	1.00	0.00	0.00	0.00	1,965.20
Superintendence	1.00	HR	4,920.00		0.00	FS	1.00	0.00	0.00	0.00	5,920.00
Dumpsters	1.00	EA	450.00		0.00	EA	1.00	0.00	0.00	0.00	450.00
Protection	1.00	FS	400.00		0.00	FS	1.00	0.00	0.00	0.00	400.00

Satchel Construction, LLC

CCD #1
part 1

SUMMARY OF WORK	Labor Quantity	Labor Unit	Labor Cost	Labor Total	Material Quantity	Material Unit	Material Waste	Extended Quantity	Material Cost	Material Total	Total
Final Cleaning Up	1.00	SI	0.00	0.00	0.00	SI	1.10	0.00	0.00	0.00	250.00
2.0 - SITE WORK				0.00					0.00	0.00	0.00
3.0 - CONCRETE			1500.00	1500.00						0.00	1500.00
Concrete Subcontractor		SI			0.00	IS	1.10	0.00	0.00	0.00	1500.00
4.0 - MASONRY			41244.00	41244.00						0.00	41244.00
Masonry Subcontractor		IS			0.00	IS	1.10	0.00	0.00	0.00	41244.00
5.0 - STEEL			0.00	0.00						0.00	0.00
6.0 - CARPENTRY			0.00	0.00						0.00	0.00
7.0 - THERMAL & MOISTURE PROTECTION			0.00	0.00						0.00	0.00
8.0 - DOORS, WINDOWS, & GLASS			0.00	0.00						0.00	0.00
9.0 - FINISHES			12400.00	12400.00						0.00	12400.00
Painting / Pressure Washing - Subcontractor		IS			0.00	IS	1.10	0.00	0.00	0.00	12400.00
10.0 - SPECIALTIES			0.00	0.00						0.00	0.00
11.0 - EQUIPMENT			0.00	0.00						0.00	0.00
12.0 - FURNISHINGS			0.00	0.00						0.00	0.00
13.0 - SPECIAL CONSTRUCTION			0.00	0.00						0.00	0.00
14.0 - CONVEYING SYSTEMS			0.00	0.00						0.00	0.00
15.0 - MECHANICAL			0.00	0.00						0.00	0.00
16.0 - ELECTRICAL			0.00	0.00						0.00	0.00
FINANCIALS										9234.58	9234.58
Business License & Permit							0.129,00	15	0.00	0.00	256.52
Bonding							0.129,00	15	0.00	0.00	2565.16
Overhead							0.129,00	15	0.05	0.05	3206.45
Profit							0.129,00	15	0.05	0.05	3206.45
											\$ 71,161.78

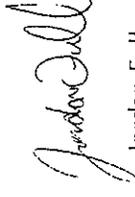
All of the above work to be completed in a substantial and workmanlike manner.

For the sum of: \$73,363.78

Payments to be made as follows:

- This Change Order is a continuation of the Prime Contract and will abide by all existing contract documents, including payment terms and billing methods.
- Any alteration or deviation from the plans and specifications will be executed only upon written orders for same and will be added to or deducted from the sum quoted in this contract. All additional agreements must be in writing.
- The Contractor agrees to carry Workman's Compensation and General Liability Insurance and to pay all taxes on material and labor furnished under this contract as required by Federal laws and the laws of the State in which this work is performed.
- Payments due and unpaid under this proposal shall bear 1.5% monthly interest from the payment due date

Respectfully Submitted,



Jordan Fuller
Owner

Satchel Construction, LLC.

Due to market changes for material and labor this quote is effective for 30 days from the date above.

ACCEPTANCE

You are hereby authorized to furnish all material, equipment and labor required to complete the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof.

Authorized Signature/s: _____ Date: _____

Louis Masonry LLC

TEL (843) 5140029

FAX (843) 843-572-4168

louisasonryllc@gmail.com

Masonry Proposal

We propose to furnish all labor, necessary equipment, tools, insurance, taxes, licenses, fees, etc., with adequate supervision at all times.

Date: Jan 22nd, 2020

Project : Devine St Julian Center Change Order

West Elevation

1. Install and Provide Door and Window Lintels
2. Remove Brick at Damaged Lintel and Replace with New Brick

South Elevation

1. Install and Provide Door and Window Lintels
2. Remove Damaged Brick Lintels and Replace with New Brick

East Elevation

1. Install and Provide Door and Window Lintels
2. Remove Damaged Lintels and Brick at Lintels Replace new Brick

North Elevation

1. Install and Provide Door and Window Lintel
2. Remove Damaged Brick Lintels and Replace New Brick

Exterior Of Building

All Exterior Patching and Tuck Pointing Removing Crack Brick
Install and Purchase New Brick at Exterior Areas when needed
Remove Brick With Electrical Holes on All Exterior building

Total window and Doors 22

Equipment Provide Lift for 2 weeks

Subtotal \$32,370 add 20% overhead , Profit Total \$41,244

Acceptance of Proposal _____

Contractor's Signature _____

E & D Contractors
420 Fox Hunt Rd.
Goose Creek SC 29445
Tel. 843 475 6853
Fax. 843 637 3530
email:- edcontractors1@yahoo.com

1/21/2020

PROPOSAL
St. Julian Community Ctr.

We supply labor/material/boom lift to paint the and power wash the exterior and paint.

Our proposal is for.....\$ 12
400.00

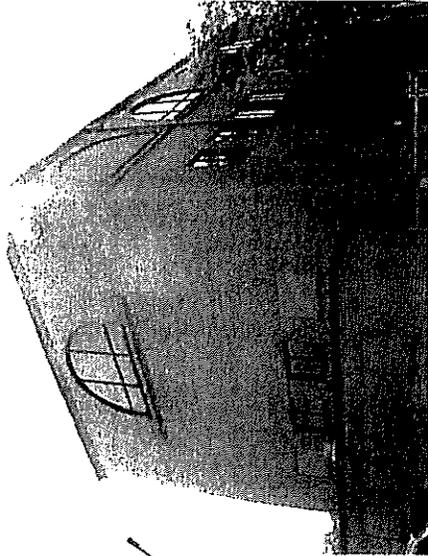
Inclusions:- Powerwashing the entire exterior with Proscos 2010 , priming and painting the metal around and under the canopy.

Thank you

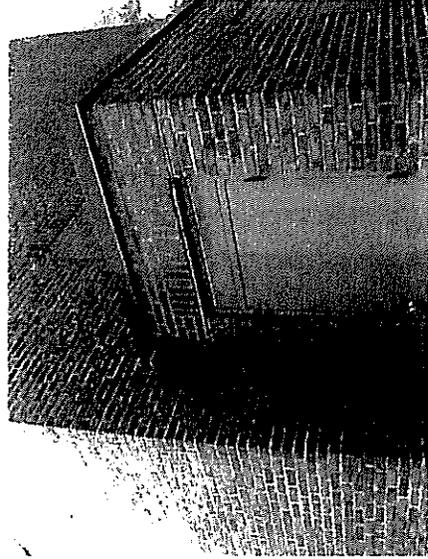
Gus

CP-1620

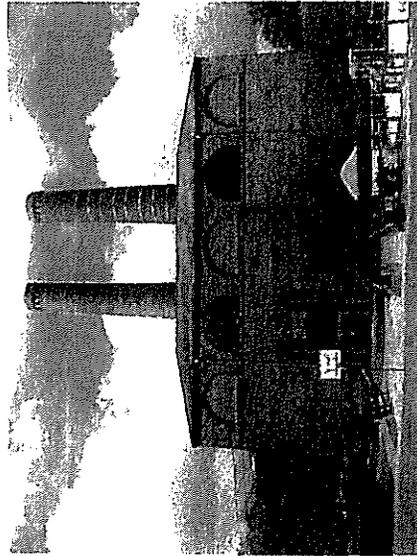
RFP #01
1/14/2020



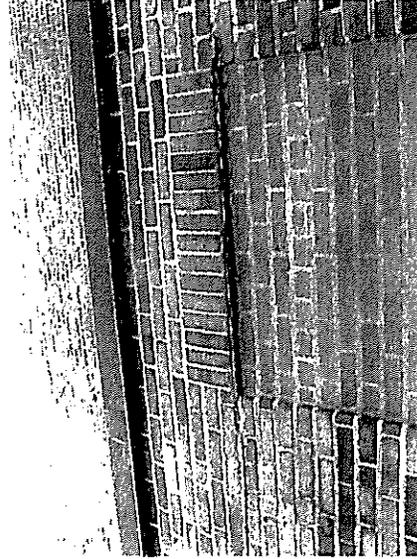
Clean entire building TYP. Using Prosoco EK 2010 All Surface cleaner or approved equal using no more than #2500 PSI. Spot Tuckpoint entire building. Using US Heritage mortar to match existing. Or approved equal. Base bid allow 400 SF. Plus Unit Cost. +/-



Replace with new hollow metal door and frame. Provide and install new hardware to match existing. Paint as per specifications

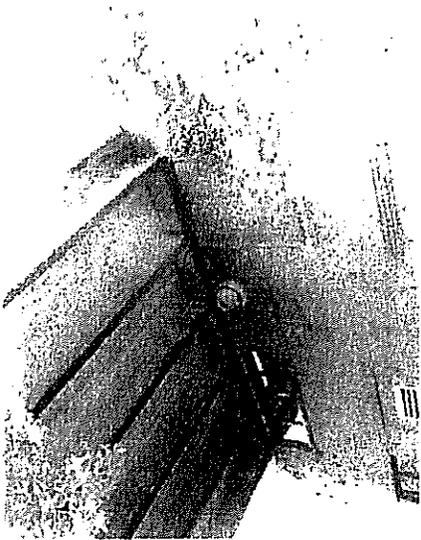


Clean entire building TYP. Using Prosoco EK 2010 All Surface cleaner or approved equal using no more than #2500 PSI. Spot Tuckpoint entire building. Using US Heritage mortar to match existing. Or approved equal. Base bid allow 400 SF

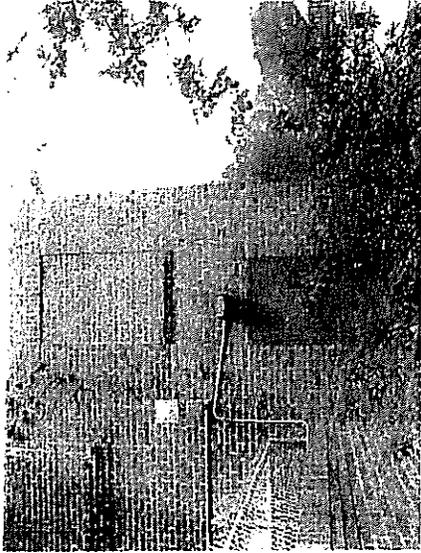


Replace all delaminated lintels and through wall flashing where noted using HDG angles. Size to match existing. Bear at least 6" on each end.

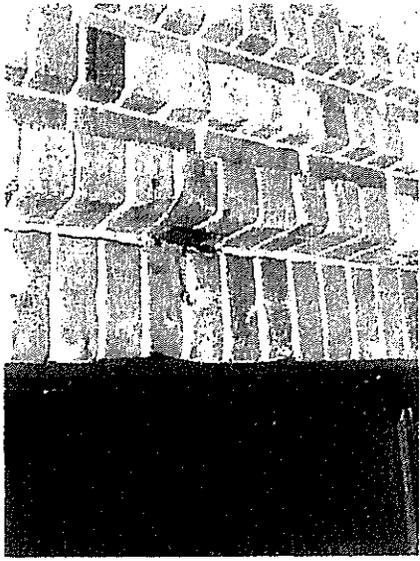
Exh



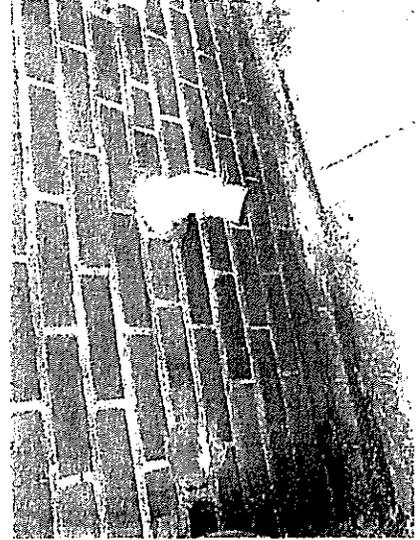
Allow 60 SF. of concrete repair. Using BASF. MasterEmaco N 420 CI or approved equal. Clean prime and paint all exposed metal.



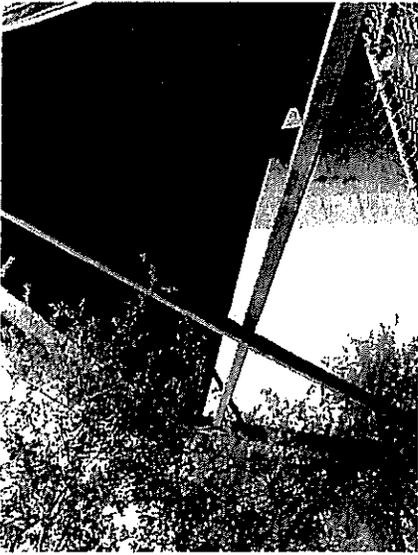
Remove all abandoned anchors and fill with proper material. Replace door, frame, and hardware to match existing.



Remove all abandoned anchors and fill with proper material.



Reseal all penetrations neatly using appropriate mtlis.



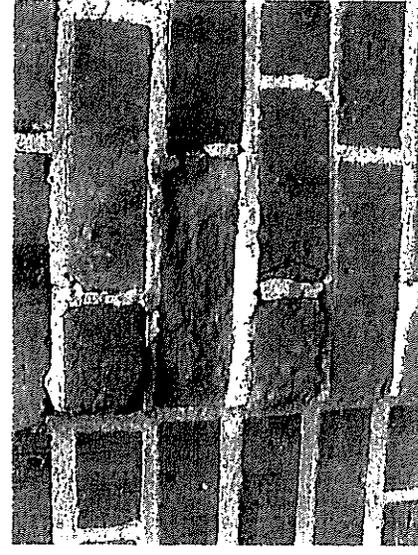
Clean prime and paint all exposed metal.



Remove all abandoned anchors and fill with proper material



Allow 60 SF. of concrete repair. Using BASF MasterEmaco N 420 CI or approved equal. Clean prime and paint all exposed metal.



Replace all broken or delaminated brick. Match as closely as possible. Use brick salvaged from new door opening. Allow 40 ea. in base bid. Unit cost +/-.

CHANGE ORDER



SATCHEL CONSTRUCTION, LLC
 2133 Dorchester Rd
 N Charleston SC 29405

(843) 654-9250 Office

www.satchelconstruction.com

Change Order #: 2
 Start Date: TBD
 Completion Date: TBD

Date: 1.20.2020
 Project: Misc Items *RFA # 2 (3 pages)*
 Location: St. Julian Devine Center
 To: City of Charleston
 From: Jordan Fuller

All work to be completed per plans : n/a

Click on link for drawings : n/a

Div. #	Scope of Work:
	Item #1: Replaced damaged drywall at the third floor ceiling where roof leaks have occurred.
	Item #2: Construct an accessible chase in Women's Restroom #115 where mechanical lines are located. Use metal studs to box out and install 3/4" paint grade plywood with exposed screws to allow for it to be removed
	Item #3: Install floor access door in Men's Restroom #117 to access crawl space where plumbing is located.

SUMMARY OF WORK	Labor Quantity	Labor Unit	Labor Cost	Labor Total	Material Quantity	Material Unit	Material Waste	Extended Quantity	Material Cost	Material Total	Total
1.0 - GENERAL REQUIREMENTS				647.00						0.00	647.00

Satchel Construction, LLC

1 of 1

*CCD #1
 not ?*

SUMMARY OF WORK	Labor Quantity	Labor Unit	Labor Cost	Labor Total	Material Quantity	Material Unit	Material Waste	Extended Quantity	Material Cost	Material Total	Total
Superintendence		HR				CS	1.30	0.043	0.06		572.00
Dumpsters		EA				EA	1.00	2.00	0.00		75.00
2.0 - SITE WORK											
3.0 - CONCRETE											
4.0 - MASONRY											
5.0 - STEEL											
6.0 - CARPENTRY				250.00					82.50		332.50
Accessible Chase											112.50
7.0 - THERMAL & MOISTURE PROTECTION											
8.0 - DOORS, WINDOWS, & GLASS				309.00					1097.80		1397.80
Floor Hatch											1397.80
9.0 - FINISHES				450.00					82.50		532.50
Drywall Subcontractor											512.50
10.0 - SPECIALTIES											
11.0 - EQUIPMENT											
12.0 - FURNISHINGS											
13.0 - SPECIAL CONSTRUCTION											
14.0 - CONVEYING SYSTEMS											
15.0 - MECHANICAL											
16.0 - ELECTRICAL											
FINANCIALS											419.04
Business License & Permit											11.64
Bonding											116.40
Overhead											145.50
Profit											145.50

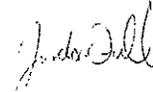
All of the above work to be completed in a substantial and workmanlike manner.

For the sum of: \$3,329.00

Payments to be made as follows:

- This Change Order is a continuation of the Prime Contract and will abide by all existing contract documents, including payment terms and billing methods.
- Any alteration or deviation from the plans and specifications will be executed only upon written orders for same and will be added to or deducted from the sum quoted in this contract. All additional agreements must be in writing.
- The Contractor agrees to carry Workman's Compensation and General Liability Insurance and to pay all taxes on material and labor furnished under this contract as required by Federal laws and the laws of the State in which this work is performed.
- Payments due and unpaid under this proposal shall bear 1.5% monthly interest from the payment due date

Respectfully Submitted,



Jordan Fuller
Owner
Satchel Construction, LLC.

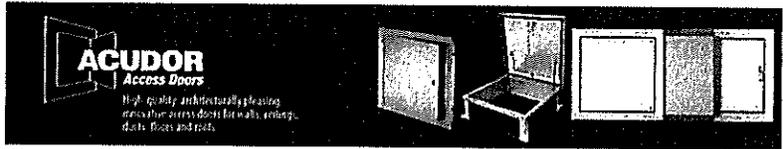
Due to market changes for material and labor this quote is effective for 30 days from the date above.

ACCEPTANCE

You are hereby authorized to furnish all material, equipment and labor required to complete the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof.

Authorized Signature's: _____

Date: _____

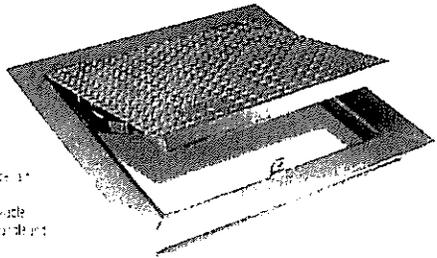


Application

- Removable access doors for walls, ceilings, floors, decks and roofs

Product Features

- Single frame construction with extra deep hinge for greater door opening
- Removable into an existing ceiling, retrofit design available
- Removable floor panel, recessed with flush door handle and latch



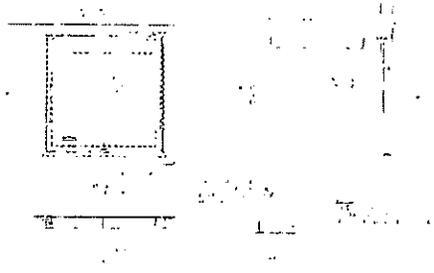
FA-300 Floor Door Specifications:

Material: Aluminum or stainless steel, powder coated
Door: 1/2" aluminum or stainless steel, 1/2" thick, 1/2" gap
Frame: 1/2" thick aluminum or stainless steel, 1/2" gap
Hinge: Double ball bearing, 3/8" diameter, 1/2" thick, 1/2" gap
Opening Device: Volume 1000, 1/2" thick, 1/2" gap
Standard Latch: 1/2" thick, 1/2" gap
Finish: 1/2" thick, 1/2" gap

AVAILABLE SIZES *See details for applicable code requirements*

NOMINAL DOOR SIZE W X H	WEIGHT PER DOOR		
	inches	mm	lbs.
24 X 24	610 X 610	40	18.2
24 X 30	610 X 762	50	22.7
24 X 36	610 X 914	55	25
30 X 30	762 X 762	55	25
30 X 48	762 X 1220	80	36.4
36 X 36	914 X 914	75	34
36 X 48	914 X 1220	90	41
42 X 42	1067 X 1067	95	43.1
48 X 48*	1220 X 1220	120	54.5
48 X 72*	1220 X 1829	165	74.9
60 X 60*	1524 X 1524	170	77.2

*Double Leaf



For detailed specifications see submittal sheet

[Click here to Online Product Page and Pricing](#)

For more information, contact AccessDoorsAndPanels www.AccessDoorsAndPanels.com

Phone: 1-800-609-2917
 Fax: 1-888-628-2907
 Email: info@accessdoorsandpanels.com

CHANGE ORDER



SACHEL CONSTRUCTION, LLC
2133 Dorchester Rd
N Charleston SC 29405

(843) 654-9250 Office

www.satchelconstruction.com

Date: 1.29.2020
Project: Hardware Allowance
Location: St. Julian Devine Center
To: City of Charleston
From: Jordan Fuller

Change Order #: 5
Start Date: TBD
Completion Date: TBD

All work to be completed per plans : n/a

Click on link for drawings : n/a

Div. #	Scope of Work:
	Credit for the difference in the contract allowance for door hardware versus the approved hardware

All of the above work to be completed in a substantial and workmanlike manner.

For the sum of: -\$342.75

Payments to be made as follows:

Satchel Construction LLC

Page 2

HARDWARE
ALLOWANCE
CREDIT



THE DOOR SPECIALISTS™
 1306A ENTERPRISE AVE
 MYRTLE BEACH, SC 29577
 TEL 843-839-5000 FAX 843-839-5080

QUOTATION

TO: Satchel Construction

DATE: 1/13/20

PROJECT: St. Julian Devine Center

ATTN: Tonya Verhanovitz
 PHONE: (843) 654-9250
 FAX:

DESCRIPTION

Finish hardware:
 27 hinges, 6 privacy locks, 1 keyed lock, 2 exit devices, 2 exit device trims,
 9 closers, 6 kick plates, 6 floor stops, 3 thresholds, 3 sweeps,
 3 sets weather stripping

Total	\$7,025.00
Tax	\$632.25
Material total	\$7,657.25

Terms and Conditions:
 COD Customers authorize Commercial Openings to keep their credit card number on file until completion of any installation labor. Customer signature below authorizes Commercial Openings to charge credit card for labor upon project completion. All COD Customer Checks over \$ 1,000.00 MUST BE CERTIFIED.
 No returns on special order items or non-stock items.
 All claims and shortages must be reported on Delivery Ticket.

DELIVERY: F.O.B. TERMS:
IMPORTANT
 Prices good for acceptance and shipment in 30 days only.

Quote Submitted by:

Jerry Goad

Terms and Conditions Accepted by:

jerry@commercialopenings.com

Signature _____

Printed Name _____ Date: _____

MANUFACTURERS INDEX

STANLEY
BEST
DESIGN
DESIGN
IVES
IVES
IVES
IVES

- HINGES
- LOCKS
- EXIT DEVICES
- CLOSERS
- KICKPLATES
- STOPS
- SILENCERS

FINISH SYMBOLS

US26D
US32D
689

- BRUSHED CHROME
- STAINLESS STEEL
- ALUMINUM

ABBREVIATIONS

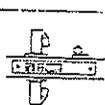
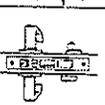
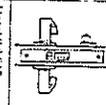
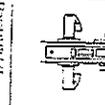
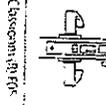
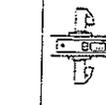
HMF
HMD

- HOLLOW METAL FRAME
- HOLLOW METAL DOOR

HEADING 3

	1 SINGLE DOOR EXTERIOR #3 EXTERIOR FROM STORAGE	RH/R
	3070 x 1 1/2" x 1M/F x 1M/D WITH TRANSOM PANEL	
	HINGES FIB191 4 1/2" x 4 1/2" x NRP	US32D
3 EACH	LOCKSET 4SH17 AB 1511	US32D
1 EACH	BEST COR MAX REMOVABLE CORES	
1 EACH	CLOSER 316	
1 SET	WEATHER STRIPPING 160V x 36" / 84"	ALUM
1 EACH	THRESHOLD 425 x 36"	ALUM
1 EACH	SWEEP 101V x 36"	ALUM

Functions

Function & Latch (ANSI No.)	Description	Outside Lever or Knob	Deadbolt operated by	Locked by	Unlocked by	Locked by	Unlocked by	Inside Knob/Lever
	<ul style="list-style-type: none"> • Adding or changing the key • Requiring a key to operate the lock • Preventing the lock from being opened from the outside 	N/A	None	Always locked	Always unlocked	Always locked	Always unlocked	Always unlocked
	<ul style="list-style-type: none"> • Requiring a key to operate the lock • Requiring a key to operate the lock from the outside • Preventing the lock from being opened from the outside 	<ul style="list-style-type: none"> • Turning key in outside • Inserting key in outside • Inserting key in outside • Inserting key in outside 	<ul style="list-style-type: none"> • Turning key in outside • Inserting key in outside • Inserting key in outside • Inserting key in outside 	Always locked	Always unlocked	Always locked	Always unlocked	Always unlocked
	<ul style="list-style-type: none"> • Requiring a key to operate the lock • Requiring a key to operate the lock from the outside • Preventing the lock from being opened from the outside 	<ul style="list-style-type: none"> • Turning key in outside • Inserting key in outside • Inserting key in outside • Inserting key in outside 	<ul style="list-style-type: none"> • Turning key in outside • Inserting key in outside • Inserting key in outside • Inserting key in outside 	Always locked	Always unlocked	Always locked	Always unlocked	Always unlocked
	<ul style="list-style-type: none"> • Requiring a key to operate the lock • Requiring a key to operate the lock from the outside • Preventing the lock from being opened from the outside 	<ul style="list-style-type: none"> • Turning key in outside • Inserting key in outside • Inserting key in outside • Inserting key in outside 	<ul style="list-style-type: none"> • Turning key in outside • Inserting key in outside • Inserting key in outside • Inserting key in outside 	Always locked	Always unlocked	Always locked	Always unlocked	Always unlocked
	<ul style="list-style-type: none"> • Requiring a key to operate the lock • Requiring a key to operate the lock from the outside • Preventing the lock from being opened from the outside 	<ul style="list-style-type: none"> • Turning key in outside • Inserting key in outside • Inserting key in outside • Inserting key in outside 	<ul style="list-style-type: none"> • Turning key in outside • Inserting key in outside • Inserting key in outside • Inserting key in outside 	Always locked	Always unlocked	Always locked	Always unlocked	Always unlocked
	<ul style="list-style-type: none"> • Requiring a key to operate the lock • Requiring a key to operate the lock from the outside • Preventing the lock from being opened from the outside 	<ul style="list-style-type: none"> • Turning key in outside • Inserting key in outside • Inserting key in outside • Inserting key in outside 	<ul style="list-style-type: none"> • Turning key in outside • Inserting key in outside • Inserting key in outside • Inserting key in outside 	Always locked	Always unlocked	Always locked	Always unlocked	Always unlocked
	<ul style="list-style-type: none"> • Requiring a key to operate the lock • Requiring a key to operate the lock from the outside • Preventing the lock from being opened from the outside 	<ul style="list-style-type: none"> • Turning key in outside • Inserting key in outside • Inserting key in outside • Inserting key in outside 	<ul style="list-style-type: none"> • Turning key in outside • Inserting key in outside • Inserting key in outside • Inserting key in outside 	Always locked	Always unlocked	Always locked	Always unlocked	Always unlocked

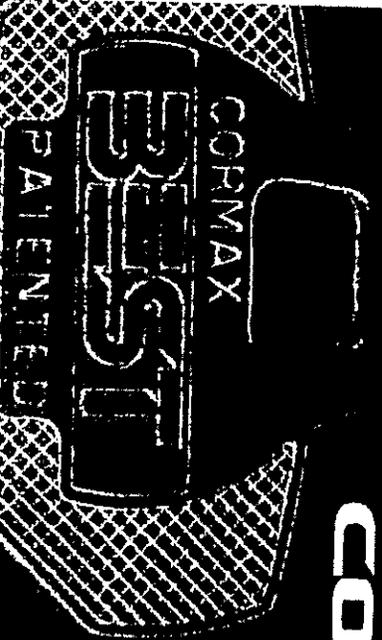
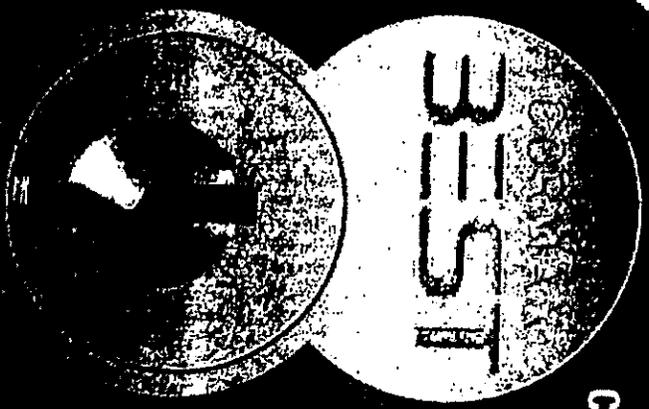


CORIMAX™

SHIMMA A155.5 GRADE 1 CERTIFIED
PATENTED KEYING SYSTEM

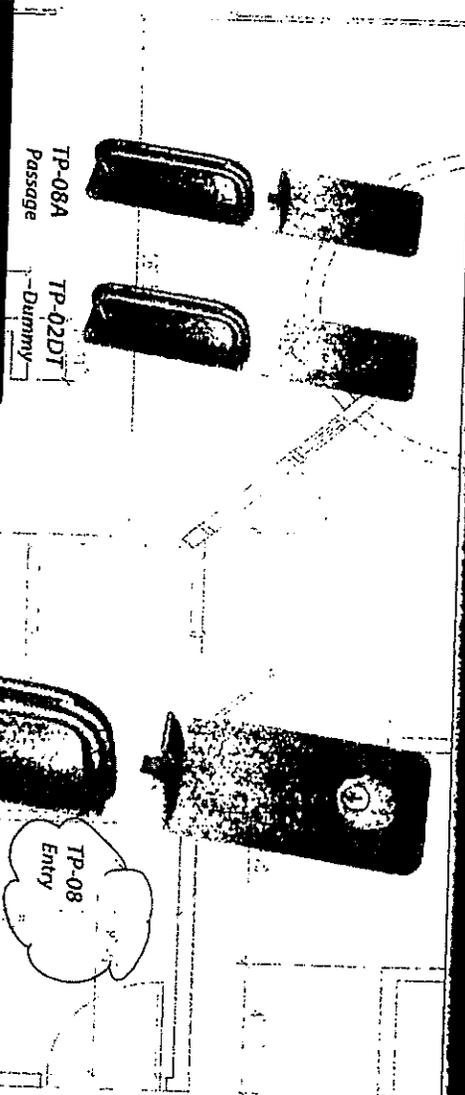


SECURITY.
TRUE CONTROL.
CONVENIENCE.



STANLEY
Security Solutions

TP Trim Thumbpiece Pull Trim

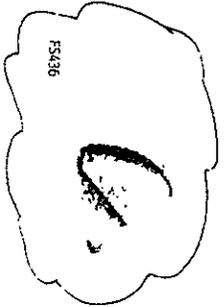


Specifications

- Construction :** Stainless steel construction
Steel, Zinc Dichromated chassis
- Pull Plate :** 3" Wide x 13 3/4" Height x 1/16" thick
- Pull :** 3/4" diameter hollow x 6" etc x 2 7/16" projection
- Application :** Pull trim with thumbpiece control option for 1000R & 2000R
(Not recommended for SVR devices as rods can be hard to lift with thumbpiece)
- Mounting :** Thru bolted design thru bolts to head of exit device and to door with finish washer. Will cover 161 door prep
- Handing :** Non-handed
- Door Thickness :** 1 3/4" standard - Add the suffix -TD for 2" thick door
- Functions :** 02DT Dummy, 08 Entry, 08A Passage
- Standard Cylinder :** 1 1/4" Mortise cylinder with std. cam (included) - 6 Pin Brass, C Kwy, with 2 Keys
- Optional Cylinders :** 1 3/8" Mortise cylinder housing for 6 or 7 pin Small format IC core (less core)
- Optional Keyways :** 11 Popular competitor keyways available with replacement cylinders
- Finishes :** US3, US4, US10B, US26, US32D
- Warranty :** Limited lifetime warranty

**Design Hardware**

PH 877-258-1262 FX 877-888-0150
www.designhardware.net



FS436

FS436 Dome stop
FS438 Dome stop

- FS436 for doors without threshold
- FS438 for doors with threshold or undercut door;
- Heavy-duty cast dome stops
- Packed with fasteners for tight duty masonry and wood applications
- Grey rubber bumper

Certifications

FS436 Meets ANSI/BHMA A156.16, L12161 for brass and L 32161 for aluminum
FS438 Meets ANSI/BHMA A156.16, L12161 for brass and L 32161 for aluminum

Material substrate

- Made from cast brass or aluminum

Available accessory items

- Security pin screws

Dimensions

FS436

- Overall height: 1"
- Base height: 3/16"
- Base diameter: 1-3/4" x 2" oval

FS438

- Overall height: 1-3/8"
- Base height: 9/16"
- Base diameter: 1-3/4" x 2" oval

Finishes - Brass

BHMA	Description	Substrate	Finish
605	Bright brass	Brass	1153
606	Satin brass	Brass	1154
609	Darkened brass	Brass	1155
612	Satin bronze	Brass	1156
613	Oiled rubbed bronze	Brass	1157
619	Satin nickel	Brass	1158
627	Matte black	Brass	1159
628	Polished chrome	Brass	1160
636	Satin chrome	Brass	1161
642	Aged bronze	Brass	1162

Finishes - Aluminum

BHMA	Description	Substrate	Finish
628	Satin aluminum	Aluminum	1170

For other finishes, consult factory

R435 Riser for FS436 Dome stop
R437 Riser for FS438 Dome stop

- R435 for conversion of FS436 Dome stop to carpet installation
- R437 for conversion of FS438 Dome stop to carpet installation
- Packed with fasteners for heavy duty masonry and wood applications

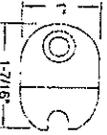
Material substrate

- Made from aluminum mill finish

Dimensions

Grade diameter: 1" x 1-7/16" oval

Heights available in 1/4", 3/8", 1/2", 5/8", 3/4" and 1" height





NATIONAL GUARD
— PRODUCTS —

Vinyl Seal 160V



Material

Aluminum alloy 6063, T5 temper
Thermoplastic polymer: Polyvinyl Chloride (PVC) formulated with an environmentally friendly Bio-based plasticizer
Vinyl is gray
Exception: *DKB vinyl is black

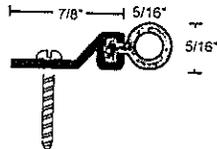
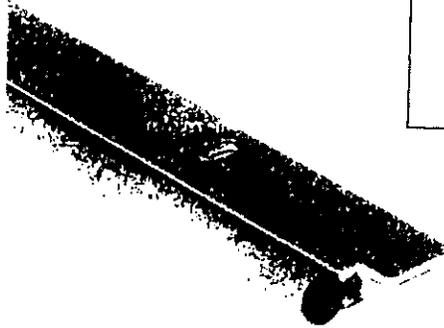
- Economical
- Flame resistant
- Moisture resistant
- Temperature range 0°F to 140°F
- Oxidative degradation from age and exposure to cold, heat and UV causes hardening, loss of memory and resilience, cracking, crazing and discoloration
- #6 x 3/4" stainless steel sheet metal screws furnished
- Screw holes slotted for adjustment

Finishes

- * 160V Mill Aluminum
- 160VA Anodized Aluminum
- 160VB Gold
- 160VDKB* Dark Bronze

Options

FATT - Fast Attach Tape



Project:	DEVINE CENTER
Submitted by:	COMMERCIAL DRAWINGS
Date:	1-10-20
Notes:	



SACHEL CONSTRUCTION, LLC
 2133 Dorchester Rd
 N Charleston SC 29405

(843) 654-9250 Office

www.satchelconstruction.com

Date: 1.29.2020
 Project: Elevator Requirements
 Location: St. Julian Devine Center
 To: City of Charleston
 From: Jordan Fuller

All work to be completed per plans : n/a

Click on link for drawings : n/a

CHANGE ORDER

Change Order #: 4
 Start Date: TBD
 Completion Date: TBD

Div. #	Scope of Work:
	Complete all work to accommodate the listed items required by American Elevator Company; see attached.

SUMMARY OF WORK	Labor Quantity	Labor Unit	Labor Cost	Labor Total	Material Quantity	Material Unit	Material Waste	Extended Quantity	Material Cost	Material Total	Total
1.0 - GENERAL REQUIREMENTS				722.00						0.00	722.00
Superintendence		1									172.00
Dumpsters											150.00
2.0 - SITE WORK											

*ELEVATOR
 ALLIANCE RECONSTRUCTION*

SUMMARY OF WORK	Labor Quantity	Labor Unit	Labor Cost	Labor Total	Material Quantity	Material Unit	Material Waste	Extended Quantity	Material Cost	Material Total	Total
3.0 - CONCRETE											
4.0 - MASONRY											
5.0 - STEEL											
6.0 - CARPENTRY				500.00						0.00	500.00
Construct accessible chase (item #6)											500.00
7.0 - THERMAL & MOISTURE PROTECTION											
8.0 - DOORS, WINDOWS, & GLASS											
9.0 - FINISHES				750.00						0.00	750.00
Acoustical Ceiling Subcontractor											750.00
10.0 - SPECIALTIES											
11.0 - EQUIPMENT											
12.0 - FURNISHINGS											
13.0 - SPECIAL CONSTRUCTION											
14.0 - CONVEYING SYSTEMS											
15.0 - MECHANICAL				1950.00						0.00	1950.00
HVAC Subcontractor											1950.00
16.0 - ELECTRICAL				2700.00						0.00	2700.00
Electrical Subcontractor											2700.00
FINANCIALS											953.57
Business License & Permit											26.49
Bonding											264.88
Overhead											111.10
Profit											331.10

All of the above work to be completed in a substantial and workmanlike manner.

Total cost: \$7,576.00

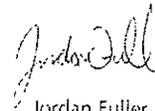
Elevator Allowance: \$5,660.00

Total Change Order: \$1,916.00

Payments to be made as follows:

- This Change Order is a continuation of the Prime Contract and will abide by all existing contract documents, including payment terms and billing methods.
- Any alteration or deviation from the plans and specifications will be executed only upon written orders for same and will be added to or deducted from the sum quoted in this contract. All additional agreements must be in writing.
- The Contractor agrees to carry Workman's Compensation and General Liability Insurance and to pay all taxes on material and labor furnished under this contract as required by Federal laws and the laws of the State in which this work is performed.
- Payments due and unpaid under this proposal shall bear 1.5% monthly interest from the payment due date

Respectfully Submitted,



Jordan Fuller
Owner
Satchel Construction, LLC.

Due to market changes for material and labor this quote is effective for 30 days from the date above.

ACCEPTANCE

You are hereby authorized to furnish all material, equipment and labor required to complete the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof.

Authorized Signature/s: _____

Date: _____

From: Rick Easler <rick@americanelevatorco.com>

Subject: Additional Survey's required

Date: January 20, 2020 at 2:55:05 PM EST

To: Tracy <mailto:ryan@americanelevatorco.com> <ryan@americanelevatorco.com>, Tracy <mailto:lacy@satchelconstruction.com> <lacy@satchelconstruction.com>, Travis <mailto:travis@americanelevatorco.com> <travis@americanelevatorco.com>

8/22/20

Rick G Easler
CEO
American Elevator Company Inc
PO Box 1946
Summerville, SC 29484-1946
843-875-1006 office
843-875-5323 fax
843-875-9816 fax
843-200-3031 cell
rick@americanelevatorco.com
ange@americanelevatorco.com



rodney hunt

Re: SJD - Elevator Requirements

To: J. Peter Fuller

Hi this is rodney hunt with hunt electric pricing for the above scope of work is \$2700

Brad Schwartz

Re: SJD - Elevator Requirements

To: [REDACTED]

After talking with Lacy and yourself i think we are all in agreemeny that a couple supply registers from above cut through the concrete ceiling and a return cut into the metal door should work sufficient.

Price to do this will be \$1,950.00 including cutting concrete surface and metal door

Brad Schwartz
B and D Heating and Air
843-225-5212, Office
843-225-5214, Fax
136 Collega Park Road
Ladson SC 29456

CPR COMMITTEE and/or COUNCIL AGENDA

11.)

TO: John J. Tecklenburg, Mayor
FROM: Ed Boines / Andrew Jones DEPT. Parks – Capital Projects
SUBJECT: **CFD GENERATORS 2018 CONSTRUCTION CONTRACT**

REQUEST: Approval of a Construction Contract with Southern Energy Resources, LLC, in the amount of \$328,000.00 for the removal and replacement of generators at 4 fire stations (FS 2/3, FS 8, FS 12, FS 17).

With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000.00, to the extent contingency funds exist in the Council Approved Budget.

COMMITTEE OF COUNCIL: Ways & Means DATE: February 25, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Capital Projects Director	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
MBE Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

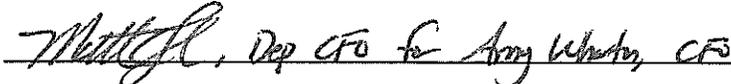
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051586-58240

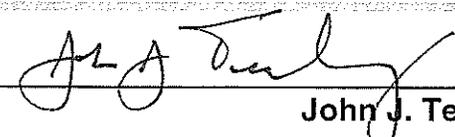
Balance in Account \$328,000.00 Amount needed for this item \$328,000.00

Project Number CP1815

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: Approval of this will institute a project budget of \$460,583.00 of which the \$328,000.00 construction contract will be funded. Funding sources for this project are: FEMA Hazard Mitigation Grant (\$345,432.00), 2012 General Fund Reserves (\$62,864.74), 2013 General Fund Reserves (\$30,858.26), and 2015 General Fund Reserves (\$21,428.00).

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

CP1815 - CFD Generators 2018		DRAFT Budget	Expenses to DATE	Encumbrances	Remaining Balance	NOTES
DESIGN / ENGINEERING						
Division/Object						
051586-58238	A&E	\$ 8,173.50		\$ 8,173.50	\$ -	
051586-58238	Electrical Engineering Design (FS2/3)	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	Charleston Engineering - P156716
051586-58238	Electrical Engineering Design (FS08)	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	Charleston Engineering - P156717
051586-58238	Electrical Engineering Design (FS12)	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	Charleston Engineering - P156718
051586-58238	Electrical Engineering Design (FS17)	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	Charleston Engineering - P156719
051586-58238	Surveying (FS12)	\$ 3,492.28	\$ 3,492.28	\$ -	\$ -	EM Seabrook - P156720
051586-58238	Surveying (FS17)	\$ 4,046.70	\$ 4,046.70	\$ -	\$ -	EM Seabrook - P156721
051586-58238	Surveying (FS 2/3)	\$ 6,684.52	\$ 6,684.52	\$ -	\$ -	EM Seabrook - P156739
051586-58238	Geotechnical services	\$ 8,786.00	\$ 8,786.00	\$ -	\$ -	Soil Consultants - P156736
051586-58238	Structural Engineering Design	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	Britt, Peters & Assoc.-P158186
051586-58016	Printing	\$ 500.00	\$ 378.16	\$ 121.84	\$ -	P-card
051586-58236	Advertising	\$ 460.78	\$ 360.78	\$ 100.00	\$ -	P-card / Chronicle PR195890
TOTAL D/E COSTS		\$ 52,143.78	\$ 29,748.44	\$ 22,395.34	\$ -	
CONSTRUCTION						
051586-58240	Construction	\$ 328,000.00	\$ -	\$ 328,000.00	\$ -	Southern Energy Resources, LLC
TOTAL CONSTRUCTION COSTS		\$ 328,000.00	\$ -	\$ 328,000.00	\$ -	
051586-52940	Contingency	\$ 80,439.22	\$ -	\$ -	\$ -	
TOTAL PROJECT COSTS		\$ 460,583.00	\$ 29,748.44	\$ 350,395.34	\$ -	
FUNDING SOURCES						
<u>YEAR</u>	<u>SOURCE</u>	<u>BUDGET</u>	<u>ACTUAL</u>			
2018	FEMA Hazard Mitigation Grant	\$ 345,432.00		Grant award letter dated: May 4, 2018 City Match (\$115,144.00)		
2012	General Fund Reserves	\$ 62,864.74		Match		
2013	General Fund Reserves	\$ 30,858.26				
2015	General Fund Reserves	\$ 21,428.00				
TOTAL FUNDING		\$ 460,583.00	\$ 0.00			
SUMMARY						
TOTAL PROJECT FUNDING		\$460,583.00	\$ 0.00			
TOTAL PROJECT COST		\$460,583.00	\$ 29,748.44			
PROJECT BALANCE		\$ -	\$ (29,748.44)			

TERMS AND CONDITIONS

NOW THEREFORE, the Owner and Contractor agree to all of the following terms and conditions set forth in this Contract.

1. TIME OF PERFORMANCE:

- a. THE EFFECTIVE DATE of this Contract shall be the date written above.
- b. THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
- c. THE DATE OF SUBSTANTIAL COMPLETION shall be 210 Days calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.
- d. THE DATE OF FINAL COMPLETION shall be the date that the Work has been completed and accepted by the Owner.

2. PAYMENTS TO THE CONTRACTOR for acceptable Work performed shall be as follows:

- a. THE CONTRACT SUM OF \$ 328,000.00 to be paid in response to the Contractor's Applications for Payment as certified by the A/E and subject to the terms of this Contract.
- b. THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: _____
Not Applicable

3. LIQUIDATED DAMAGES ARE AS FOLLOWS:

It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of \$ 1,000.00 per day for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this Contract for default as provided elsewhere herein.

General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS

- A. The Contract Documents forming this Contract shall consist of the following:
1. a fully executed Short Form Construction Contract (this document) and any listed attachments hereto;
 2. the Project Manual dated: May 13, 2019
 3. the Project Drawings dated May 13, 2019
 4. Bid Addenda issued by the City: #1, #2, #3, #4, #5, and #6 attached as Exhibit B
 5. the Contractor's completed Bid Form with Bid Bond; Attached as Exhibit A
 6. all Change Orders and Change Directives;

ARTICLE 2 – CONTRACTOR, OWNER, A/E PROVISIONS

- A. The Contractor warrants to the Owner that:
1. it and its subcontractors (if any) are financially able to complete the Work;
 2. it will perform all obligations, furnish all plant, material, equipment, tools, transportation, supplies and labor to complete the Work for the Contract Sum entered above;
 3. it is authorized and licensed to do business in the State of South Carolina and the City of Charleston;
 4. it will perform the Work with care and diligence and in a professional and workmanlike manner as required by this Contract; and,
 5. it has visited the Work site and is reasonably apprised of the conditions in and around the Work area.

C. Contractor's Rights and Responsibilities

In addition to any other rights and responsibilities contained in this Contract, the Contractor shall:

1. not incur any expense chargeable to the Owner until this Contract has been authorized and fully executed by both the Owner and the Contractor;
2. pay for required construction permits or business license fees, labor, materials, equipment, tools, transportation, supervision, testing, etc., required to perform this Contract;
3. visit the Work site and obtain information to assist in familiarization with the Work site, its conditions and any limitations that would affect the performance of this Contract, including subsurface conditions;
4. have the right to rely on information contained in the Contract Documents, but shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner or its A/E;
5. be responsible for all construction means, methods, techniques, procedures and safety measures in the performance this Contract;
6. employ only persons skilled in the Work for which it is to do, employ an experienced superintendent to supervise the Work of its employees and subcontractors who shall be responsible for the acts or omissions of the Contractor's agents and employees or those of sub-contractors and their agents and employees acting on behalf of the Contractor;
7. not be responsible for the failure of any contractor, sub-contractor, vendor, or other project participant, not under a contract with the Contractor, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes;
8. have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Work in the State of South Carolina, the City of Charleston and as required by this Contract; and,
9. If during the course of executing the Work, the Contractor encounters material believed to be of archeological significance, then the Contractor shall immediately stop Work in the affected area and report the finding to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the item of archeological significance has been removed by the Owner or the area has been rendered protected by the Owner.

D. Owner's Rights and Responsibilities

In addition to any other rights and responsibilities contained in this Contract, the Owner shall:

1. provide the Contractor with available information regarding the Project and the immediate area where the Project is located;
2. pay the Contractor for acceptable Work performed, in accordance with the provisions of this Contract;
3. if the Contractor fails to begin Work within fourteen (14) calendar days of the DATE OF COMMENCEMENT as indicated in the Notice to Proceed, the Owner shall have the right to declare the Contractor in material breach of this Contract and terminate the Contract immediately without notice; and,
4. act as the A/E in the absence of a licensed design professional.

E. A/E's Rights and Responsibilities

In addition to any other rights and responsibilities contained in the Contract, the A/E shall:

1. represent the Owner during the construction process through final completion of the Project, and as requested during the warranty period. The A/E will act on behalf of the Owner only to the extent provided in these Contract Documents or otherwise agreed by the Owner;
2. make periodic visits to the site during construction to become familiar with the progress and quality of the Work and to determine if the Work is being performed accordance with the Contract Documents;
3. make recommendations to the Owner as to the acceptance or rejection of any portion of the Project and communicate the Owner's decision to the Contractor;
4. review and approve or reject shop drawings and samples submitted by the Contractor;
5. respond promptly to all requests for information or clarification from the Owner or the Contractor;
6. make the interpretation and decision on matters concerning performance under, and the requirements of, the Contract Documents, upon written request of either the Owner or Contractor, said interpretation or decision of the A/E shall be final, subject to the dispute resolution provisions of this Contract;
7. review periodic requests for payment, and approve or reject the request, in whole or in part; and,
8. prepare Change Orders or Change Directives as directed by the Owner.

ARTICLE 3 – CONSTRUCTION ADMINISTRATION

A. Shop Drawings and Samples

1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the A/E. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
2. The Contractor shall submit three sets of Shop Drawings as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
3. The A/E will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.

B. Materials and Workmanship

1. The Contractor shall not use or allow the use of any asbestos-containing product.
2. The Contractor shall not use or allow the use of lead material in public water application. Lead-free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-free solder and flux is defined as containing less than 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.
3. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all materials shall be new, in first class condition, and installed using workmanship of the highest quality in accordance with the Contract Documents.

C. Inspection and Testing of Materials

1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by the City's building officials.
2. The Contractor shall leave uncovered all areas of Work that are called out in the Contract Documents to be left uncovered, or the A/E requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the A/E of the time requested for an inspection of these areas.

D. Substitutions

1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved in advance by the A/E.

2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without the prior written approval from the A/E, which shall be granted only with the concurrence of the Owner.

E. Changes in the Work

1. Only the Owner may authorize changes in the Work. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.
2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed Work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
 - a. For the Contractor or subcontractor on Work performed by its own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0
 - b. For the Contractor or subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3
 - c. To a first tier subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3
 - d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. Receiving and Storing Materials and Equipment

1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.
2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Delivery Order or manufacturer's printed instructions of each product.

G. Reports

1. The Contractor shall prepare Daily Progress Reports on a form provided by the Owner. Reports shall be submitted to the Owner on a weekly basis.

H. Time for Completion

1. Requests for time extensions shall be made promptly. Delays of the Work due to circumstances beyond the control of the Contractor shall be adequately documented and submitted to the Owner with any request for an extension of the time for the completion.
2. The time allowed for Substantial Completion includes five (5) calendar days per calendar month for delays due to inclement weather. Delays due to weather beyond the five days may be requested as a time extension to the time for completion. The Contractor shall submit job site weather data supporting the claim for an extension of time.
3. Should completion of the Work extend past the original or amended Contract Date of Substantial Completion, the Owner will retain as liquidated damages, and not as a penalty, the amount listed on Page 1 and reduce the Contractor's final payment by that amount.

I. Guarantees and Warranties

1. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other Work or property resulting from such defects for a period of one year from the Date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties shall be assigned to the Owner at no cost to the Owner and without the approval of the Contractor.
 2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.
- J. Use of the Site
1. The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined in the Contract Documents. The site must be maintained in a reasonably clean condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner, remove from the site all trash, debris, tools and equipment no longer needed for the Project.
 2. The Contractor shall provide access to the site where the Project is being completed for representatives of the Owner, the Owner, the A/E and for all authorities having jurisdiction over the Project.
- K. Taxes
1. The Contractor shall include in its Bid, and pay for, all taxes in effect or scheduled to go into effect at the time of bidding.
 2. The Contractor's attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, contractors and subcontractors.

ARTICLE 4- PAYMENTS

- A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- B. The Contractor shall make payments to subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Project, and a Construction Schedule, to be used by the A/E as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable Work completed based on the approved Schedule of Values and the A/E's evaluation of the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the value of the Contractor's last payment until the Final Application for Payment is paid.
- D. The Contractor's Final Application for Payment may be submitted when the following have occurred:
1. The Contractor has fully completed the Project which is the subject of this Contract, including the acceptable completion of all punch list items; and,
 2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
 3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
 4. The Contractor has completed all training and other startup/turnover support activities with the Owner's staff.
- E. If the Project is completed to the satisfaction of the A/E, the A/E shall certify the Final Application for Payment and the Owner shall make final payment to the Contractor.

ARTICLE 5 – CLAIMS

- A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.
- B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.

- C. Claims arising prior to the date the final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph, a party expressly waives its Claim.
- D. Pending a resolution of the Claim, including any dispute resolution under this Contract, the Contractor shall proceed to perform as required by the Contract and the Owner shall continue to make payments in accordance with this Contract.

ARTICLE 6 – DISPUTE RESOLUTION

- A. The parties agree to attempt in good faith to resolve their disputes arising from a Claim or controversy arising out of or relating to the Contract. To the extent that the parties are unable to reach a resolution, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or federal court located in Charleston County. The Contractor agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the Contractor pursuant to the Contract (including the Owner).

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

- A. Owner's Right of Termination
 1. The Owner may, at any time, terminate the Contract, in whole or in part, with or without cause for the Owner's convenience, upon thirty (30) days written notice to the Contractor. If Owner terminates the Contract for convenience, the Contractor shall be paid for acceptable Work completed through the date of termination.
 2. The Owner may, upon written consent of the Contractor, reinstate the terminated portion of this Contract in whole or in part if it is determined by the Owner, in its sole discretion, that it is necessary or advantageous to the Owner. Compensation shall be equitably negotiated by agreement between the Owner and Contractor.
- B. Contractor's Right of Termination
 1. The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
 - a. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
 - b. An act of government, such as a declaration of national emergency that requires all Work to be stopped.
 2. The Contractor may terminate its performance under this Contract if the Owner fails to make payments of undisputed amounts to the Contractor as required by the terms of this Contract. Prior to the termination for nonpayment, the Contractor shall give written notice to the Owner, and shall allow the Owner no fewer than sixty (60) calendar days to make payment, otherwise the termination may take effect without further notice by the Contractor.
 3. If the Contractor terminates the Contract for one of the reasons stated above, the Contractor will be compensated for Work completed and accepted and materials purchased and stored in accordance with the Contract Documents through the date of termination.
- C. Owner's Right of Suspension
 1. The Owner may, at any time, suspend this Contract, in whole or in part, with or without cause, for such period of time as determined by the Owner.
 2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption of the Work, except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or subject to an equitable adjustment covered under other provisions of the Contract.

ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor is responsible for job-site safety and the protection of persons and property within the Work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.
- B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, the Contractor shall immediately stop Work in the affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the material has been rendered harmless, removed or protected.
- C. As to hazardous materials, this Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).
- D. For the purposes of this Contract, the term "rendered harmless" shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

ARTICLE 9 – INDEMNITY

- A. The Contractor shall indemnify and save harmless the Owner and the Owner's officers, agents, and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the Owner submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 10 – INSURANCE AND BONDS

- A. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor's operations under the Work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.
- B. The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
 - 1. Premises – Operations.
 - 2. Independent Contractor's Protective.
 - 3. Products and Completed Operations.
 - 4. Personal and Advertising Injury.
 - 5. Contractual, including specified provisions for Contractor's obligations.
 - 6. Broad Form Property Damage, including Completed Operations.
 - 7. Owned, Non-Owned and Hired Vehicles.
 - 8. Errors and Omissions.
- C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the Contract:
 - 1. Commercial General Liability:
 - a. General Aggregate (per project) \$ 1,000,000
 - b. Products/Completed Operations \$ 1,000,000
 - c. Personal and Advertising Injury \$ 1,000,000

d. Each Occurrence	\$ 1,000,000
e. Fire Damage	\$ 50,000
f. Medical Expense (any one person)	\$ 5,000
2. Business Auto Liability (including all owned, non-owned, and hired vehicles):	
a. Combined Single Limit	\$ 1,000,000
-OR-	
b. Bodily Injury & Property Damage (each)	\$ 1,000,000
3. Workers Compensation	
a. State	Statutory
b. Employer's Liability	\$ 100,000 Per Accident
	\$ 500,000 Disease, Policy Limit
	\$100,000 Disease, Each Employee

D. The aggregate Limits of the Contractor's Insurance shall apply, in total for this Contract. This shall be indicated on the Certificate of Insurance as "Per Project", or in an attached policy amendment.

E. The Owner shall be listed as the certificate holder of the Contractor's Liability Insurance.

F. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25 and shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Contractor shall supply a written endorsement to the Contractor's general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor's liability insurance policy shall be primary, and that any liability insurance of the Owner shall be secondary and noncontributory. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner.

G. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under this Article or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the Contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of insurance shall be grounds for the immediate termination of the Contract.

H. Bonds

The Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. If the Contractor fails to provide the Owner with a properly executed Bond as required herein, Contractor shall be in material breach of its responsibilities under the Contract.

1. Bonds shall each be in the amount of 100% of the amount of the Contract.

2. The Surety providing the Bonds shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V" and in no case less than five (5) times the Contract amount. The Bonds shall:

a. be issued by a surety company licensed to do business in South Carolina; and,

b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,

c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,

d. display the Surety's' Bond Number.

I. Property Insurance

The Contractor shall purchase and maintain Builder's Risk insurance on the Project in the amount of the Contract Sum and all subsequent modifications on a replacement cost basis. The Contractor shall be responsible for any deductibles. Such insurance shall be maintained until final payment has been made.

ARTICLE 11 – CORRECTION OF WORK

- A. The Contractor shall promptly, and with due diligence, correct Work rejected by the A/E or the Owner for failure to conform to the requirements of the Contract, whether such defective Work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient Work including additional testing and inspections and any compensation for A/E services and expenses involved.
- B. If the Contractor fails to carry out the Work in accordance with the Contract Documents, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies it may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation to the A/E, if necessary.
- C. The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

ARTICLE 12 – CONSTRUCTION BY OWNER

- A. The Owner reserves the right to do Work with its own forces or award separate contracts for Work on the same project.
- B. The Contractor agrees to allow access to the site by the Owner's workforce or separate contractor(s), and agrees to assist in coordinating the progress of the Work with the Owner.
- C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 13 – SUBCONTRACTORS

If the Contractor engages subcontractors to provide Work on the Contract, then the Contractor shall include, or cause to be included, in the agreement with those entities, all provisions contained in this Contract. Subcontractors and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 14 – COMPLETION AND CLOSEOUT

- A. The Contractor shall have completed the unfinished and defective Work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.
- B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.
- C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.
- D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 15 – GOVERNING LAW

This Contract is entered into and shall be construed and governed in accordance with the laws of the State of South Carolina. Contractor and City shall: (1) submit to the jurisdiction of the state and federal courts located in Charleston County, South Carolina; (2) waive any and all objections to jurisdiction and venue; (3) and not raise forum non conveniens as an objection to the location of any litigation.

ARTICLE 16 - MISCELLANEOUS

- A. The Contractor and Owner each bind themselves, their directors, officers, successors, executors, administrators, assigns and legal representatives to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract.

- B. This Contract represents the entire and integrated agreement between the Owner and the Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
- C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.
- D. Nothing in this Contract shall prevent the Contractor from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Work.
- E. Unless otherwise included in the Contract, nothing shall require the Contractor to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.

CP 1815 / A

City of Charleston Bid Form

BID SUBMITTED BY: Name: Southern Energy Resources LLC
Address: 281 Timbermill Dr
Lexington, SC 29093

FOR PROJECT: CP1815 - CFD FEMA Generator Replacements for FS 2/3, FS 8, FS 12, and FS 17

(Number)

(Name)

OFFER

- In response to the *Invitation for Construction Bids*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City of Charleston ("Owner") in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- Bidder has submitted Bid Security as follows in the amount and form requested by the Bidding Documents:

Bid Bond with Power of Attorney Cashier's Check
(Bidder check one)
- Bidder, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related information and data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.
- Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:
ADDENDUM No.(s) 1, 2, 3, 4, 5, 6
- Bidder acknowledges that neither the Owner nor any of its employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project cancelled for any reason prior to the issuance of the Notice to Proceed.
- By submitting this Bid, Bidder hereby agrees to all of the terms and conditions of the *Invitation for Construction Bids* and to all of the terms and conditions of the *Instructions to Bidders*. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner. Bidder understands that Bid Alternates that are not accepted in an initial award shall remain open for acceptance for the entire period set above and for such longer period as requested by Owner and agreed to by Bidder.
- Bidder herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the construction work in accordance with the Bidding Documents:

7.1 BASE BID: \$ 328,000
 Written: three hundred twenty eight thousand + 00/100

7.2 ALTERNATE BID WORK (as indicated in the Bidding Documents and generally described as follows):
 (Bidder shall STRIKE THROUGH "ADD" or "DEDUCT" so as to clearly indicate the price adjustment offered for each alternate)

ALTERNATE NO. 1: _____ ADD/DEDUCT \$ _____
 _____ (to or from BASE BID)

ALTERNATE NO. 2: _____ ADD/DEDUCT \$ _____
 _____ (to or from BASE BID)

ALTERNATE NO. 3: _____ ADD/DEDUCT \$ _____
 _____ (to or from BASE BID)

7.3 UNIT PRICE WORK

Bidder offers for the Owner's consideration and use the following UNIT PRICES. The UNIT PRICES offered by Bidder indicate the amount to be added to or deducted from the Base Bid for each item-unit combination. UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with Bidder.

NO.	ITEM	ESTIMATED QUANTITY	UNIT PRICE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

City of Charleston
Minority/Women-Owned Business Enterprise (MWBE)
Compliance Provisions

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit the form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

APPLICATION:

Charleston City Council has adopted a policy setting 20% as the guidelines for combined women-owned and minority-owned business enterprise participation for this project.

Definitions:

MBE is defined as a small business owned and controlled by minorities.

WBE is defined as a small business owned and controlled by women.

This means that fifty-one percent (51%) of the business must be owned by minorities or women and that they must control the management and daily operations of the business.

The guidelines for participation in City of Charleston's contracts for services, including construction, are hereby made a part of any contract resulting from this solicitation. These requirements shall apply to all contracts and resulting subcontracts issued by contractors. A list of certified minority-owned and women-owned business enterprises can be found on the City of Charleston's web site www.charleston-sc.gov; or by contacting Ruth Jordan, MBE Manager, 2 George St., Ste. 3600 Charleston, SC 29401, (843) 724-7434, rjordan@charleston-sc.gov

COMPLIANCE REQUIREMENTS:

1. The Offeror shall provide, with the submittal, the following Affidavits properly executed which signify that the Offeror understands and agrees to the incorporated contract provisions:

Affidavit A - Listing of the Good Faith Effort & Identification of Minority and Women-owned Business Participation as certification that efforts were made to use MWBE businesses on this project,

AND

Affidavit B - Work to be Performed by Minority and/or Women-owned Firms

Affidavit C - Intent to Perform Contract with Own Workforce, in making this certification the Offeror states that the Offeror does not customarily subcontract elements of this type project and will perform all elements of the work with his/her own current work forces.

2. All affidavits supplied by the Offeror shall become a part of the agreement between the Contractor and the City of Charleston for performance of this contract. Failure to comply with any of these statements, certifications, or intentions stated in the Affidavits, or with the MBE/WBE provisions shall constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition, any breach may result in the bidder being prohibited from participation in future construction bids as determined by the City of Charleston.

The Contractor shall provide an itemized statement of payments to each MBE and WBE subcontractor before final payment is processed.

Name of Company: Southern Energy Resources LLC

Z. [Signature]
Signature

Tavis Gregg
Print Name

Managing Member
Title

1/16/20
Date

Attest: [Signature]

AFFIDAVIT C

**City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.**

Affidavit of Southern Energy Resources LLC
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
CP1815 Generators @ FS 2/3, 8, 12, & 17 contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform all the elements of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 1/15/20 Name of Authorized Officer (Print/Type): Tavis Gregg

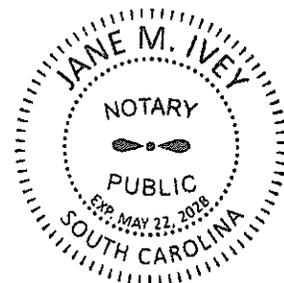
Signature: [Handwritten Signature]

Title: Managing Member

Sworn to before me this 15th day of JANUARY, 2020
Notary Public for the State of SOUTH CAROLINA
My Commission Expires: May 22nd, 2025
Print Name: JANE M IVEY
Phone Number: 803-350-5002
Address: 100 OLD CHEROKEE RD STE F
LEXINGTON, SC 29072

Jane M. Ivey

Notary Seal:



FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Southern Energy Resources, LLC
(Name of Principal)

AS PRINCIPAL, AND Philadelphia Indemnity Insurance Company as SURETY
(Name of Surety)

are held and firmly bound unto The City of Charleston hereinafter called the "Owner", in the penal sum of Five Percent of the Total Amount Bid (--5%--) Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated January 16, 2020, for Project Name: CFD FEMA Generator Replacements for * and Project Number: CP1815.

*FS 2/3, FS 8, FS 12, and FS 17

Now, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 16th day of January, 2020, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

Southern Energy Resources, LLC
(Name of Principal)

By: [Signature]

(SEAL)

Philadelphia Indemnity Insurance Company
(Name of Surety)

By: [Signature]

Debra L. Stewart, Attorney-in-fact

Sealed and delivered in the presence of:

[Signature]

Brittany H. Ferciot, Witness as to Surety

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Michael E. Schendel, Courtney C. Seed, Belinda Ferciot, Debra L. Stewart, Eugene Bartoli, William Flock Jr., Peter Feno, Michael Cominsky, and Matthew J. Alferio of Centennial Surety Associates, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

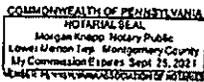
FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of January, 2020.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ADDENDUM NO. 1

November 202019

RE: CP 1815 FEMA Generators at FS 2/3; 8; 12; and 17

FROM: City of Charleston Department of Parks
823 Meeting Street
Charleston, SC 29403

TO: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. **Acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification.**

CHANGES TO PRE-BID AND BID DATES

1. The pre-bid date has been changed to December 3, 2019. Pre-bid meeting shall remain at 2:00 PM in conference room A of the Department of Parks, 2nd Floor, 823 Meeting Street, Charleston, SC 29403
2. The bid date has been changed to December 17th, 2019. Bid shall remain at the location of the pre-bid and the time of 2:00 PM for opening of bids is not changed.

AVAILABILITY OF DOCUMENTS

1. Contract documents are now scheduled to be available at aeplanroom.com no sooner than the close of business on November 25th, 2019.

The City of Charleston apologizes for any inconvenience.

END OF ADDENDUM

ADDENDUM NO. 2

November 26, 2019

RE: CP 1815 FEMA Generators at FS 2/3; 8; 12; and 17

FROM: City of Charleston Department of Parks
823 Meeting Street
Charleston, SC 29403

TO: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. **Acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification.**

CHANGES TO PRE-BID AND BID DATES

1. The pre-bid date has been changed to December 17, 2019. Pre-bid meeting shall remain at 9:00 AM in conference room A of the Department of Parks, 2nd Floor, 823 Meeting Street, Charleston, SC 29403.
2. The bid date has been changed to January 9, 2020. Bid shall remain at the location of the pre-bid and the time of 2:00 PM for opening of bids is not changed.

AVAILABILITY OF DOCUMENTS

1. Contract documents are now scheduled to be available at aeplanroom.com no sooner than the close of business on December 11th, 2019.

The City of Charleston apologizes again to all perspective bidders for any inconvenience.

END OF ADDENDUM

ADDENDUM NO. 3

December 17, 2019

RE: CP 1815 FEMA Generators at FS 2/3; 8; 12; and 17

FROM: City of Charleston Department of Parks
823 Meeting Street
Charleston, SC 29403

TO: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. **Acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification.**

Attachments:

Pre-bid Agenda (5 pages)

Pre-bid Sign in sheet (2 pages)

The City of Charleston apologizes again to all perspective bidders for any inconvenience.

END OF ADDENDUM 3



*City of Charleston
South Carolina
Department of Parks*

Pre- Bid Conference Agenda

Projects: CP 1815, CP 1818, and CP 1819

Date: Tuesday, December 17th, 2019 from 9:00 AM to 10:30 AM

Location of pre-bid conference: 823 Meeting Street, 2nd floor, Conference Room B, Charleston, SC 29403

A. Introductions

1. Project Manager: City of Charleston, Department of Parks – Ed Boines
2. Engineer: Johnny Deden, PE. Charleston Engineering
3. Minority Business Officer: City of Charleston – Ruth Jordan
4. Deputy Director, Parks-Capital Projects- Edmund Most
5. JIRC Recreation Manager: Alison Weaver
6. Introduce any others as applicable

B. Sign-in Sheet

1. All attendees shall provide the name of the firm they represent on the sign-in sheet. This shall be the same name as shown on their SC Contractors License and on the Bid Form. *Please make this legible. Please provide business cards, if available, in case some of the information on the sign-in sheet is not legible.
2. **A sign in sheet for each project must be filled out. This will be included in addendum 3 for each project, which will also include this combination agenda**

C. Project Scope

1. Project scopes are very similar, however, there are no generators currently at CP 1818 or CP 1819, which makes the demolition notes not applicable to those facilities. Scopes include removal of existing generators, tanks, and foundations (as applicable), and furnishing and installing all new generators, tanks below, necessary foundations, all electrical work required, screen wall and gate system at FS 2/3 only, minor patching and paving at FS 2/3 only, start-up, testing, and owner training. Fuel required for specified testing shall be furnished by the successful GC.

D. Plans/Specifications

1. Available from: A&E Digital Printing – 517 King Street, Charleston, SC 29403 (aeplanroom.com)
2. Addenda: Distributed through A&E Digital Printing.
3. Addenda: Also posted on our Bidline site

E. Written Word

1. Only the written word as contained in the Bid Documents, including any addenda that may be issued, shall be valid.
2. It is the Bidders responsibility to read and review all of the Bid Documents, including addenda.
3. Statements made by the Project Manager or the A/E are for the sole purpose of calling the Bidders' attention to items of importance in the Bid Documents.
4. All questions or requests for clarification must be submitted in writing to the project manager. All responses will be made in the form of addenda to the Bid Documents.

F. Bid Opening

1. Bids will be opened on **Thursday, January 9, 2020 at 2pm, 2:30 PM, and 3:00 PM.** **Location: Department of Parks, 823 Meeting Street, 2nd Floor, Capital Projects Division.** It is the intent of the City to award a Contract for the lowest responsive bid submitted by a responsible Bidder.
2. Bidders shall not qualify their bid.
3. Bids sent by mail or other special delivery service (UPS, FED-/EX, etc.), should be labeled "Sealed Bid Enclosed" and shall be received at the address indicated prior to the time of the bid opening. Bids not received prior to the time of bid opening shall be rejected as being nonresponsive.
4. Bidders shall be responsible for having their bid at the designated place for receiving bids no later than the time set for the bid opening. Once the bidding has been declared closed, all late bids, including bids improperly delivered, shall be rejected as being nonresponsive.
5. Each bid shall have bid security of not less than 5% of the sum of the Base Bid.
6. The successful Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, each in the full amount of the contract price.
7. Bidders should verify their ability to comply with all bonding and insurance requirements prior to submitting a bid. Insurance requirements are described in the draft contract.
8. Bidders shall be licensed in accordance with the requirements of the South Carolina Contractor's Licensing Board.

G. Bid Form

1. Bidders shall indicate the form of the Bid Security (Bid Bond or cashier's check) on the Bid Form.
2. Bidders shall acknowledge all addenda.
3. By submitting a bid, Bidders agree that the Base Bid price and the Bid Alternate(s) price(s) shall not be revoked or withdrawn for 60 days.
4. Base Bid shall be shown in figures only.
5. Alternates (when included): Bidders should strike through "ADD" or DEDUCT" so as to clearly indicate the price adjustment for each alternate.
6. Unit Prices (when included): The Bidder should furnish requested unit prices.

H. Substitutions

1. Materials and products listed in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by a proposed substitution.
2. References in the Bid Documents to the words 'or equal' and 'or approved equal' shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.
3. Requests for substitutions must be submitted to the PM in writing by Friday, December 27th, 2019, by 12:00pm. Proof of equality of substitutions is the responsibility of the proposer. The PM's decision, via the consultants as applicable, to approve or disapprove the requested substitution shall be final.
4. The PM/Architect shall include in an addendum the approved substitutions. Substitution requests not approved by the PM and the A/E may be listed in an addendum at the A/E's option.

I. Addenda

1. Addendums 3, which will include the list of the attendees and the Pre-Bid Meeting Minutes, will

be issued on Wednesday, December 18th, 2019 by 5:00 PM. Please check A&E digital for all addenda. Addenda will also be posted on the City's Bidline site as a convenience only. No plans or specifications are available on that site.

2. No addenda will be issued later than Friday, January 3rd, 2020 by 5:00pm. All questions should be submitted in writing to the project manager by Monday, December 30th, 2019 by 4:00 pm.
3. It is the Bidders responsibility to determine, prior to submitting a bid, that all addenda issued have been received.
4. **IF SUBMITTING QUESTIONS FOR THE PROJECTS, PLEASE BE SURE THAT THE APPLICABLE PROJECT NUMBER IF LISTED IN THE SUBJECT LINE. IF QUESTIONS APPLY TO ALL PROJECTS, YOU MUST SEND AN EMAIL FOR EACH PROJECT TO HELP AVOID ANY CONFUSION OR CAUSE THE PM TO "MISS" AN IMPORTANT INQUIRY OR CONCERN. THE PM WILL, IN TURN, ANSWER EACH QUESTION FOR EACH PROJECT VIA ADDENDUM EVEN IF REPETITIVE**

J. Time of Contract Performance / Rain Days

1. The Date of Commencement shall be established in the Notice to Proceed. This is expected to be early February 2020, providing that the projects are within budget.
2. Number of calendar days for construction to reach Substantial Completion: Refer to the Instructions to Bidders for each project please
3. Number of calendar days to reach Final Completion: Refer to the contract (30 calendar days).
4. Substantial Completion is considered the ability to use and operate the facility as it is intended. The awarded contractor will be required to complete all work, including punch-list items, and be demobilized in order for the facility to be considered for Final Completion.
5. The Contractor shall install a rain gauge on-site (not near any irrigation heads) and submit logging information and requested rain days along with Payment Applications for approval each month. Per the contract, 5 rain days per month are anticipated in the contractual completion date.
6. Per the contract, work schedule is allowed from 7am to 7pm Monday through Friday. Some weekend work may be permitted given approval from the City in advance. **PLEASE NOTE THAT SHIFT CHANGE OCCURS AT THE FIRE STATIONS (CP 1815) FROM APPX. 7:00 AM TO 9:00 AM. IT IS VITAL THAT CONSTRUCTION WORK DOES NOT INTERFERE WITH THIS CHANGE IN PERSONNEL. PLEASE SCHEDULE ANY DELIVERIES OR OUTAGES AT LEAST 72 HOURS IN ADVANCE WITH THE PM. DO NOT SCHEDULE ANYTHING DIRECTLY WITH FACILITIES PERSONNEL.**

K. Liquidated Damages:

1. Liquidated Damages in the amount of \$ 1,000.00 per day shall be applied for failure to reach Substantial Completion within the contract time limits, and/or for failure to reach Final Completion within the contract time limits.

2.

L. Agreements

1. An incomplete bid, or information not requested that is written on or attached to the Bid Form, could be considered a qualification of the Bid and may be cause for rejection of the Bid.
2. Failure of the Bidder to indicate a price for a Bid Alternate shall render the Bid non-responsive.
3. Bid Alternates may be accepted by the City in any combination or order at the sole discretion of the City.
4. To support the City's evaluation of the Bidders' responsibility, it may request the prospective contractor to furnish information on its experience and capability.
5. The successful bidder shall maintain a business license with the City of Charleston for the duration of this contract along with any other licenses required.
6. By signing the Bid, the Bidder certifies that it will provide a "Drug-free Workplace" as required by SC law.
7. The project may be cancelled for the convenience of the City at any time prior to issuance of the

Notice to Proceed.

M. Insurance and Bonds

1. Bidders should verify their ability to comply with all insurance and bonding requirements of the project prior to submittal of their bid.
2. Insurance requirements are described in the General Conditions.

N. Minority Business Enterprise Goals

1. This project is subject to the goals of the City of Charleston's Minority Business Enterprise program. POC is Mrs. Ruth Jordan, 843-724-7434, at jordanr@charleston-sc.gov
2. Goals are 20% combined MWBE participation.
3. The MWBE Program requirements are outlined in five pages within the bid documents. All Bidders must complete and return their Affidavits A & B or Affidavit C.
4. Failure to include the required MWBE paperwork will render the bid non-responsive.
5. Mrs. Jordan is a great resource. Please call her if you have any questions or if you need assistance accessing our data base of MWBE registered firms.

O. Additional Items from the Architect

1. Project Plan Review has been initiated with the City of Charleston; it will be the responsibility of the successful bidder to secure the Permit and either upgrade or obtain a City of Charleston Business License prior to any work being started. **The permit will be issued free of charge.**

P. Questions

1. All questions will be answered in writing in the addendum.
2. Questions after the pre-bid conference and during the bidding stage concerning front-end documents should be directed to the PM
3. The A/E will, when necessary, provide answers to questions and other clarifying information to Bidders by addendum in conjunction with the PM.
4. All lines of communication during the bidding stage should be through the PM via email: boineste@charleston-sc.gov
5. Deadline for questions is Monday, December 30th, 2019 by 4:00 PM.

R. Closing

1. Addendum 3, which will include the ^{list} of the attendees and the Pre-Bid Meeting Minutes, will be issued on Wednesday, December ~~30~~³¹, 2019 no later than 5:00 PM
2. Everyone must acknowledge receipt of the addendum on their bid form.
3. Remind attendees to sign the sign-in sheet and provide all other requested information on the sign-in sheet before leaving the Pre-bid.
4. Please keep in mind;
 - a. Late bids shall be rejected as non-responsive.
 - b. Bids without proper bid security or qualified bids shall be rejected as nonresponsive.
 - c. Bid **ALL** alternates included on the Bid Form if applicable. There are currently no alternates.

S. Additional Site Visits

1. **AS IT IS VERY DIFFICULT TO TRY AND SCHEDULE GROUP SITE VISITS TO ALL THE FACILITIES INVOLVED, CAPITAL PROJECTS HAS PROPOSED THE FOLLOWING DATES TO REVIEW THE EXISTING CONDITIONS AT EACH SITE AS FOLLOWS:**

CP 1815 FIRE STATIONS

FRIDAY, DECEMBER 20TH, 2019 FROM 9:30 AM TO 11:30 AM

FRIDAY, DECEMBER 27TH, 2019 FROM 9:30 AM TO 11:30 AM

IF THE STATION PERSONNEL ARE AWAY ON A CALL DURING YOUR VISIT AND THE STATION IS NOT ACCESSIBLE, PLEASE ADVISE THE PM AND HE WILL ARRANGE FOR YOU TO BE ABLE TO ACCESS THE ELECTRICAL ROOMS.

CP 1818 TEAM 4

TEAM 4 IS A SECURED BUILDING AND THE PM MUST BE WITH ALL VISITORS. I PLAN TO BE AT TEAM 4 THIS FRIDAY, THE 20TH AT 1:00 PM AND NEXT FRIDAY AT 1:00 PM TO ASSIST WITH YOUR VISIT. PLEASE DO NOT GO TO TEAM 4 UNLESS YOU ARE LOOKING AT THE SITE WORK/LOCATION OF THE GENERATOR, ETC. ONLY. YOU WILL NOT BE ALLOWED TO VIEW THE ELECTRICAL ROOM WITHOUT MY PRESENCE. THERE CAN BE NO EXCEPTIONS.

CP 1819 JAMES ISLAND RECREATION CENTER

THE JIRC OPENS DAILY (M-F) FROM 9 TO 5. YOU MAY GO TO THE JIRC AT ANY TIME, HOWEVER YOU ARE REQUIRED TO CHECK IN AT THE FRONT DESK PRIOR TO REVIEWING THE SITE AND THE ELECTRICAL ROOM. THIS IS A VERY BUSY CENTER SO PLEASE BE SAFE UPON ENTERING THE PROPERTY AND DRIVING TO THE LOCATION BEYOND THE POOL.

Thanks for your attendance and interest in the City of Charleston

John J. Hutchinson
Mayor



City of Charleston
South Carolina

Opportunity - Parks

Kevin Hutchinson
Mayor

Pre-Bid Meeting Sign-in Sheet

Project: CP1815: Charleston Fire Department Fire Department FEMA Generator Replacements

Pre Bid Date/Time/Location: 12/17/19 @ 823 Meeting St at 9:00 AM Mandatory Non Mandatory

Bids Due: January 9, 2020 at 2:00 PM - 823 Meeting Street, 2nd floor, Conference Room A

COMPANY	MAILING ADDRESS	CONTACT NO.	EMAIL	CONTACT NAME
Feyen Zylstra	Unit 303 3 Lockwood Chas	843-534-8336	Stacy@FZcorp.com	Stacey Thomas
Blanchard CAT Power Systems	153 Farmington Rd Summerville SC 29483	843 412 6824	shock@blanchardmachinery.com	Sara Cox
CUMMINS POWER SYSTEMS	231 FARMWEG TOWN RD SUMMERVILLE SC 29483	843-890-1003	Kenneth.Luther@cummings.com	Kenneth Luther
DNB Electric	310 Cedar Creek Dr. Lexington SC 29072	803-417-3229	Zack@DNBElectric.com	Zachary Herold
Seil Consultants Inc.	PO BOX 698 CHAS. SC 29402	843-733-4539	derry@seilconsultantsinc.com	DANNY CROSTMAN
Bohicket Construction	642 Palisades Dr. Mt. Pleasant, SC 29464	843.696.5855	Marnie@bohicket.org	Marnie Davis
PAGE Power Systems, Inc	3390 Robinson Rd. Gastonia NC 28054	704)864-7390	page@pagepowersystems.com	Gary Dill

Southern Energy Resources	208 Timber ... Lexington, SC	208 ... South ...	843-359-...		Rich ...
LES Electric	1609 Johnson ... Chapin, SC 29036	707.9707 843 552-1412	LES electric @ yahoo.com	Dexter Monroe	
MERIDIAN AUTOMATION + COMMUNICATIONS INC	400 Ruff Rd, Unit C N Charleston SC 29415	843-552-1412	Desk & Meridian.com	Dave Cook	
Meridian Automations + Communications	400 Ruff Rd, Unit C N Charleston, SC	843-552-1412	843-552-1412 + harvey@meridian.com	Terrill Harvey	
LTL Contractors Inc	510 W Main St Andrews SC 29510	Cell: 843-264-2450 Office: 843-264-2450	dhigbe @ ll contractors.com	DeAnna Higbe	
Edwards Invest.	223 ...	ON FILE	more @ ...		
Automation Experts Charleston Inc	590 Beach Hill Rd Summerville SC 29455	843-474623	Andrew @ automationexperts.com	Andrew Pyda	
Power Systems	PO Box 882 Lexington SC 29071	803-491-7325	Lee Power Systems.com	Lee Lloyd	
MARSH	100 ... Arlant 771117	843-360-1062	Raymond ...	Larry Brewer	
CITY OF CHAS	823 ... MERIDIAN	843-364-5913	honeste @ charleston-sc.gov	Eric ...	

IN EN FILE. ...
more @ charleston-sc.gov ...
Edwards Invest.

ADDENDUM NO. 4

December 20, 2019

RE: CP 1815 FEMA Generators at FS 2/3; 8; 12; and 17

FROM: City of Charleston Department of Parks
823 Meeting Street
Charleston, SC 29403

TO: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. **Acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification.**

QUESTIONS FROM PERSPECTIVE BIDDERS WITH RESPONSES IN RED.

1. When we saw cut asphalt for FS 2/3 generator, should we demo the asphalt an additional 8" - 12" around the perimeter for a hot mix asphalt patch? No, just fill with at least 6 inches of concrete where forms are removed.
2. Sheet C100, please confirm the scale for the fence details is 1/2" = 1'0 and the fence height is 8' tall. That is correct
3. What is the correct foundation plan for FS 8, sheet S1.2 or S2.2? S2.2. Delete plan sheet S1.2. Sheet S1.2 was mistakenly included.
4. Sheet S2.2 - are the W-shaped metal framing painted steel, galvanized steel, or aluminum? Regular shop primed steel, with one additional finish coat with color to be determined.
5. Sheet S2.2 - are the CMU piers to be painted or left natural? Block filler coat applied and one finish coat with color to be determined
6. Is the Contractor or Owner responsible for filling the generator tanks with diesel fuel? Only as required for start-up and testing. The CFD will fill tanks upon acceptance.
7. Are IBC Chapter 17 Inspections required for any portion of the work? Who will be responsible for paying for these services if require? No Chapter 17 inspections are required, however please submit concrete product data to the PM and allow for 2 concrete test cylinders to be taken at each pour. Break at 7 and at 28 days. These testing and reports are the responsibility of the GC.

8. Sheet T100 Note 8 references the installation of "bollards and striping". I don't see bollards shown on the site plans. Are they required? If yes, where and how many? Not at this time. Delete this note. It is possible that we may install bollards to protect the screen fence at FS 2/3, but we'd like to see the completed pad first before issuing a change directive. The idea is to give the users as much room as we can, but we realize that the fence may need some additional protection.
9. Sheet T100 CFD Station 12 Note 11. states to remove metal shed and relocate. Please confirm this is part of the scope. Yes, there is a small metal storage building that will relocate somewhere on site. Scope would include moving it to the new location, blocking it up level as existing, and re-tying it down with the straps already on the building. The emptying of the contents and placing them back in the building will be done by the CFD personnel.
10. Please confirm that permits are or are not required for this project. I will submit the drawings for plan review and a no-cost permit will be provided to the GC. The City will inspect electrical and foundation work as they normally do.
11. There is a general note on the Electrical drawings stating the "owner shall retain existing generator and ATS". That is correct. Some of the generators being replaced match some that are still in use. The CFD retains them for hard to get parts.
Where are we required to take or store the generator after it is removed? Are we required to pay for loading and hauling, and offloading services for each gen? Please include pricing to load and deliver the generators/tanks to the CFD shop on Millford Avenue in Charleston Heights.
12. FS 2/3: Once generator and tank are removed, are we leaving the existing concrete slab in place? If removed, are we responsible for patching existing asphalt/concrete if applicable? Yes, remove pad and patch asphalt to provide a space to park. No striping required.
13. FS 8: Once the generator is removed, are we leaving the existing concrete foundation in place? If removed, are we responsible for patching existing asphalt/concrete if applicable? Leave this large foundation in place.
14. FS 12: Once the generator is removed, are we leaving the existing concrete foundation in place? If removed, are we responsible for patching existing asphalt/concrete if applicable? Remove foundation, fill, and fine grade only This is a grass area.
15. FS 17: Once the generator is removed, are we leaving the existing concrete foundation in place? If removed, are we responsible for patching existing asphalt/concrete if applicable? Remove foundation, fill, and fine grade only. This is a grass area.
16. Sheet C100 - The fence is shown as a tongue and groove fence panel. Are tongue and groove boards required or can we use but joints for the verticals? T&G is a bit more expensive. Square edge materials are fine
17. We are assuming pressure treated pine and galvanized hardware for the fence is acceptable. Please confirm. Yes, that is acceptable

18. In lieu of wood posts for the fence we would like to use 4" diameter galvanized steel post embedded in the concrete. These will not rot and will be stronger for the gate support. From the outside, the post will have adapters that will allow for a 2x lumber to be attached and will appear as shown on the details. Please confirm if this is acceptable. This is an acceptable alternative for bidding. Wood posts are still allowed though.

End of addendum #4

ADDENDUM NO. 5

January 3, 2020

RE: CP 1815 FEMA Generators at FS 2/3; 8; 12; and 17

FROM: City of Charleston Department of Parks
823 Meeting Street
Charleston, SC 29403

TO: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below.

**Acknowledge receipt of this addendum on the Bid Form.
Failure to do so may subject the Bidder to disqualification.**

CHANGE TO BID DATE

Due to several requests for equipment substitution approval, the bid date shall be extended to January 16th, 2020. The time and place for the bid shall remain unchanged which is 2:00 PM at 823 Meeting Street, Conference Room A, on the 2nd Floor.

CLARIFICATION TO DRAWING C-200 (FS 8)

1. It is the intent that the access steps and platform be on one side (North) of the Genset only for access during routine maintenance. Please estimate the platform and steps based on this clarification. If, upon initial layout of foundation and supporting steel, the platform needs to return from the left

side to behind the Genset to the East, due to possible step encroachment into the area that would inhibit ease of personnel traffic to the laundry shed, then a change order to the contract shall be issued prior to preparation of required platform and stair shop drawings/calculations.

2. The fuel tank fill location shall be located to the West, away from the masonry fence beyond, to allow for ease in filling.

End of Addendum #5

ADDENDUM NO. 6

January 9, 2020

RE: CP 1815 FEMA Generators at FS 2/3; 8; 12; and 17

FROM: City of Charleston Department of Parks
823 Meeting Street
Charleston, SC 29403

TO: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below.

Acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification.

1. SUBSTITUTION REQUESTS

Generator Manufacturer

“To be considered equal, the generator must meet all project specifications and be able to list five installations in the tri-county area”

2. FIRE MARSHALL COMMENTS

Install NFPA 704 placard on fuel tank. Hazard severity numbers for interior signs shall be not less than: 2 inch tall, 1.4 inch wide, with a 5/16 inch stroke. The exterior edge of the

sign shall measure 5 inch along each of the four faces. The interior perimeter of each individual diamond shall measure 2.5 inch across each side (IFC 5003.5, NFPA 704).

End of Addendum #6

CPR COMMITTEE and/or COUNCIL AGENDA

12.)

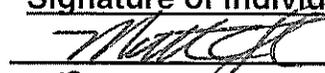
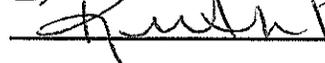
TO: John J. Tecklenburg, Mayor
FROM: Ed Boines / Andrew Jones DEPT. Parks – Capital Projects
SUBJECT: **CPD TEAM 4 GENERATOR CONSTRUCTION CONTRACT**

REQUEST: Approval of a Construction Contract with Bohicket Construction in the amount of \$98,202.00 to furnish and install a standby generator for CPD Team 4 office.

With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000.00, to the extent contingency funds exist in the Council Approved Budget.

COMMITTEE OF COUNCIL: Ways & Means DATE: February 25, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

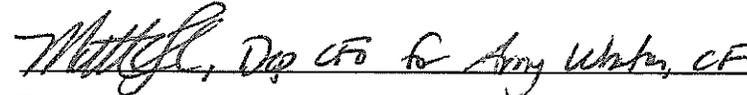
	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Capital Projects Director	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
MBE Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

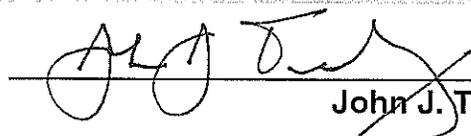
If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051592-58240

Balance in Account \$98,202.00 Amount needed for this item \$98,202.00
Project Number CP1818

NEED: Identify any critical time constraint(s).

CFO's Signature:  Dep CFO for Arroyo Waters, CFO

FISCAL IMPACT: Approval of this will institute a project budget of \$120,001.09 of which the \$98,202.00 construction contract will be funded. Funding sources for this project are: FEMA Hazard Mitigation Grant (\$75,923.00), the Police Operating Budget (\$44,078.09)

Mayor's Signature:  John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

CPD Team 4 Generator
(051592)

CP1818		DRAFT Budget	Expenses to DATE	Encumbrances	Remaining Balance	NOTES
DESIGN / ENGINEERING						
Division/Object						
051592-58238	Geotechnical Services	3,705.00	3,705.00	-	-	Soil Consultants-P159041
051592-58238	Site Survey	2,747.84	2,747.84	-	-	EM Seabrook-P159053
051592-58238	Structural Engineering	1,500.00	1,500.00	-	-	Britt, Peters & Assoc-P159339
051592-58238	Electrical Design	3,500.00	-	3,500.00	-	Charleston Engineering-P159343
051592-58236	Advertising	471.46	371.46	100.00	-	P-card / Chronicle PR195889
051592-58016	Printing	249.79	249.79	-	-	P-card
TOTAL D/E COSTS		12,174.09	8,574.09	3,600.00	-	
CONSTRUCTION						
051592-58240	Construction	98,202.00	-	98,202.00	-	Bohickel Construction
TOTAL CONSTRUCTION COSTS		98,202.00	-	98,202.00	-	
051592-52940	Contingency	9,625.00	-	9,625.00	-	
TOTAL PROJECT COSTS		120,001.09	8,574.09	111,427.00	-	
FUNDING SOURCES						
<u>YEAR</u>	<u>SOURCE</u>	<u>BUDGET</u>	<u>ACTUAL</u>			
2018	FEMA Hazard Mitigation Grant	75,923.00		Grant award letter dated: August 6, 2018		
2019	GF 200000-52950	25,307.00		Match		
2020	GF 200000-58015	18,771.09				
TOTAL FUNDING		120,001.09	-			
SUMMARY						
TOTAL PROJECT FUNDING		120,001.09	-			
TOTAL PROJECT COST		120,001.09	8,574.09			
PROJECT BALANCE		-	(8,574.09)			

TERMS AND CONDITIONS

NOW THEREFORE, the Owner and Contractor agree to all of the following terms and conditions set forth in this Contract.

1. TIME OF PERFORMANCE:

- a. THE EFFECTIVE DATE of this Contract shall be the date written above.
- b. THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
- c. THE DATE OF SUBSTANTIAL COMPLETION shall be 210 Days calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.
- d. THE DATE OF FINAL COMPLETION shall be the date that the Work has been completed and accepted by the Owner.

2. PAYMENTS TO THE CONTRACTOR for acceptable Work performed shall be as follows:

- a. THE CONTRACT SUM OF \$ 98,202.00 to be paid in response to the Contractor's Applications for Payment as certified by the A/E and subject to the terms of this Contract.
- b. THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: _____
Not Applicable

3. LIQUIDATED DAMAGES ARE AS FOLLOWS:

It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of \$ 1,000.00 per day for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this Contract for default as provided elsewhere herein.

General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS

- A. The Contract Documents forming this Contract shall consist of the following:
1. a fully executed Short Form Construction Contract (this document) and any listed attachments hereto;
 2. the Project Manual dated: December 6, 2019
 3. the Project Drawings dated December 11, 2019
 4. Bid Addenda issued by the City: #1, #2, #3, #4, and #5 attached as Exhibit B
 5. the Contractor's completed Bid Form attached as Exhibit A
 6. all Change Orders and Change Directives;

ARTICLE 2 – CONTRACTOR, OWNER, A/E PROVISIONS

- A. The Contractor warrants to the Owner that:
1. it and its subcontractors (if any) are financially able to complete the Work;
 2. it will perform all obligations, furnish all plant, material, equipment, tools, transportation, supplies and labor to complete the Work for the Contract Sum entered above;
 3. it is authorized and licensed to do business in the State of South Carolina and the City of Charleston;
 4. it will perform the Work with care and diligence and in a professional and workmanlike manner as required by this Contract; and,
 5. it has visited the Work site and is reasonably apprised of the conditions in and around the Work area.
- C. Contractor's Rights and Responsibilities
In addition to any other rights and responsibilities contained in this Contract, the Contractor shall:
1. not incur any expense chargeable to the Owner until this Contract has been authorized and fully executed by both the Owner and the Contractor;
 2. pay for required construction permits or business license fees, labor, materials, equipment, tools, transportation, supervision, testing, etc., required to perform this Contract;
 3. visit the Work site and obtain information to assist in familiarization with the Work site, its conditions and any limitations that would affect the performance of this Contract, including subsurface conditions;
 4. have the right to rely on information contained in the Contract Documents, but shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner or its A/E;
 5. be responsible for all construction means, methods, techniques, procedures and safety measures in the performance this Contract;
 6. employ only persons skilled in the Work for which it is to do, employ an experienced superintendent to supervise the Work of its employees and subcontractors who shall be responsible for the acts or omissions of the Contractor's agents and employees or those of sub-contractors and their agents and employees acting on behalf of the Contractor;
 7. not be responsible for the failure of any contractor, sub-contractor, vendor, or other project participant, not under a contract with the Contractor, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes;
 8. have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Work in the State of South Carolina, the City of Charleston and as required by this Contract; and,
 9. If during the course of executing the Work, the Contractor encounters material believed to be of archeological significance, then the Contractor shall immediately stop Work in the affected area and report the finding to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the item of archeological significance has been removed by the Owner or the area has been rendered protected by the Owner.
- D. Owner's Rights and Responsibilities
In addition to any other rights and responsibilities contained in this Contract, the Owner shall:
1. provide the Contractor with available information regarding the Project and the immediate area where the Project is located;
 2. pay the Contractor for acceptable Work performed, in accordance with the provisions of this Contract;
 3. if the Contractor fails to begin Work within fourteen (14) calendar days of the DATE OF COMMENCEMENT as indicated in the Notice to Proceed, the Owner shall have the right to declare the Contractor in material breach of this Contract and terminate the Contract immediately without notice; and,
 4. act as the A/E in the absence of a licensed design professional.
- E. A/E's Rights and Responsibilities
In addition to any other rights and responsibilities contained in the Contract, the A/E shall:

1. represent the Owner during the construction process through final completion of the Project, and as requested during the warranty period. The A/E will act on behalf of the Owner only to the extent provided in these Contract Documents or otherwise agreed by the Owner;
2. make periodic visits to the site during construction to become familiar with the progress and quality of the Work and to determine if the Work is being performed accordance with the Contract Documents;
3. make recommendations to the Owner as to the acceptance or rejection of any portion of the Project and communicate the Owner's decision to the Contractor;
4. review and approve or reject shop drawings and samples submitted by the Contractor;
5. respond promptly to all requests for information or clarification from the Owner or the Contractor;
6. make the interpretation and decision on matters concerning performance under, and the requirements of, the Contract Documents, upon written request of either the Owner or Contractor, said interpretation or decision of the A/E shall be final, subject to the dispute resolution provisions of this Contract;
7. review periodic requests for payment, and approve or reject the request, in whole or in part; and,
8. prepare Change Orders or Change Directives as directed by the Owner.

ARTICLE 3 – CONSTRUCTION ADMINISTRATION

A. Shop Drawings and Samples

1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the A/E. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
2. The Contractor shall submit three sets of Shop Drawings as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
3. The A/E will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.

B. Materials and Workmanship

1. The Contractor shall not use or allow the use of any asbestos-containing product.
2. The Contractor shall not use or allow the use of lead material in public water application. Lead-free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-free solder and flux is defined as containing less than 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.
3. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all materials shall be new, in first class condition, and installed using workmanship of the highest quality in accordance with the Contract Documents.

C. Inspection and Testing of Materials

1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by the City's building officials.
2. The Contractor shall leave uncovered all areas of Work that are called out in the Contract Documents to be left uncovered, or the A/E requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the A/E of the time requested for an inspection of these areas.

D. Substitutions

1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved in advance by the A/E.

2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without the prior written approval from the A/E, which shall be granted only with the concurrence of the Owner.

E. Changes in the Work

1. Only the Owner may authorize changes in the Work. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.
2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed Work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
 - a. For the Contractor or subcontractor on Work performed by its own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0
 - b. For the Contractor or subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3
 - c. To a first tier subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3
 - d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. Receiving and Storing Materials and Equipment

1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.
2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Delivery Order or manufacturer's printed instructions of each product.

G. Reports

1. The Contractor shall prepare Daily Progress Reports on a form provided by the Owner. Reports shall be submitted to the Owner on a weekly basis.

H. Time for Completion

1. Requests for time extensions shall be made promptly. Delays of the Work due to circumstances beyond the control of the Contractor shall be adequately documented and submitted to the Owner with any request for an extension of the time for the completion.
2. The time allowed for Substantial Completion includes five (5) calendar days per calendar month for delays due to inclement weather. Delays due to weather beyond the five days may be requested as a time extension to the time for completion. The Contractor shall submit job site weather data supporting the claim for an extension of time.
3. Should completion of the Work extend past the original or amended Contract Date of Substantial Completion, the Owner will retain as liquidated damages, and not as a penalty, the amount listed on Page 1 and reduce the Contractor's final payment by that amount.

I. Guarantees and Warranties

1. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other Work or property resulting from such defects for a period of one year from the Date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties shall be assigned to the Owner at no cost to the Owner and without the approval of the Contractor.
 2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.
- J. Use of the Site
1. The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined in the Contract Documents. The site must be maintained in a reasonably clean condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner, remove from the site all trash, debris, tools and equipment no longer needed for the Project.
 2. The Contractor shall provide access to the site where the Project is being completed for representatives of the Owner, the Owner, the A/E and for all authorities having jurisdiction over the Project.
- K. Taxes
1. The Contractor shall include in its Bid, and pay for, all taxes in effect or scheduled to go into effect at the time of bidding.
 2. The Contractor's attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, contractors and subcontractors.

ARTICLE 4- PAYMENTS

- A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- B. The Contractor shall make payments to subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Project, and a Construction Schedule, to be used by the A/E as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable Work completed based on the approved Schedule of Values and the A/Es' evaluation of the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the value of the Contractor's last payment until the Final Application for Payment is paid.
- D. The Contractor's Final Application for Payment may be submitted when the following have occurred:
 1. The Contractor has fully completed the Project which is the subject of this Contract, including the acceptable completion of all punch list items; and,
 2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
 3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
 4. The Contractor has completed all training and other startup/turnover support activities with the Owner's staff.
- E. If the Project is completed to the satisfaction of the A/E, the A/E shall certify the Final Application for Payment and the Owner shall make final payment to the Contractor.

ARTICLE 5 – CLAIMS

- A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.
- B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.

- C. Claims arising prior to the date the final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph, a party expressly waives its Claim.
- D. Pending a resolution of the Claim, including any dispute resolution under this Contract, the Contractor shall proceed to perform as required by the Contract and the Owner shall continue to make payments in accordance with this Contract.

ARTICLE 6 – DISPUTE RESOLUTION

- A. The parties agree to attempt in good faith to resolve their disputes arising from a Claim or controversy arising out of or relating to the Contract. To the extent that the parties are unable to reach a resolution, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or federal court located in Charleston County. The Contractor agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the Contractor pursuant to the Contract (including the Owner).

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

- A. Owner's Right of Termination
 1. The Owner may, at any time, terminate the Contract, in whole or in part, with or without cause for the Owner's convenience, upon thirty (30) days written notice to the Contractor. If Owner terminates the Contract for convenience, the Contractor shall be paid for acceptable Work completed through the date of termination.
 2. The Owner may, upon written consent of the Contractor, reinstate the terminated portion of this Contract in whole or in part if it is determined by the Owner, in its sole discretion, that it is necessary or advantageous to the Owner. Compensation shall be equitably negotiated by agreement between the Owner and Contractor.
- B. Contractor's Right of Termination
 1. The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
 - a. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
 - b. An act of government, such as a declaration of national emergency that requires all Work to be stopped.
 2. The Contractor may terminate its performance under this Contract if the Owner fails to make payments of undisputed amounts to the Contractor as required by the terms of this Contract. Prior to the termination for nonpayment, the Contractor shall give written notice to the Owner, and shall allow the Owner no fewer than sixty (60) calendar days to make payment, otherwise the termination may take effect without further notice by the Contractor.
 3. If the Contractor terminates the Contract for one of the reasons stated above, the Contractor will be compensated for Work completed and accepted and materials purchased and stored in accordance with the Contract Documents through the date of termination.
- C. Owner's Right of Suspension
 1. The Owner may, at any time, suspend this Contract, in whole or in part, with or without cause, for such period of time as determined by the Owner.
 2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption of the Work, except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or subject to an equitable adjustment covered under other provisions of the Contract.

ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor is responsible for job-site safety and the protection of persons and property within the Work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.
- B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, the Contractor shall immediately stop Work in the affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the material has been rendered harmless, removed or protected.
- C. As to hazardous materials, this Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).
- D. For the purposes of this Contract, the term "rendered harmless" shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

ARTICLE 9 – INDEMNITY

- A. The Contractor shall indemnify and save harmless the Owner and the Owner's officers, agents, and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the Owner submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 10 – INSURANCE AND BONDS

- A. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor's operations under the Work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.
- B. The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
 - 1. Premises – Operations.
 - 2. Independent Contractor's Protective.
 - 3. Products and Completed Operations.
 - 4. Personal and Advertising Injury.
 - 5. Contractual, including specified provisions for Contractor's obligations.
 - 6. Broad Form Property Damage, including Completed Operations.
 - 7. Owned, Non-Owned and Hired Vehicles.
 - 8. Errors and Omissions.
- C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the Contract:
 - 1. Commercial General Liability:
 - a. General Aggregate (per project) \$ 1,000,000
 - b. Products/Completed Operations \$ 1,000,000
 - c. Personal and Advertising Injury \$ 1,000,000

d. Each Occurrence	\$ 1,000,000
e. Fire Damage	\$ 50,000
f. Medical Expense (any one person)	\$ 5,000
2. Business Auto Liability (including all owned, non-owned, and hired vehicles):	
a. Combined Single Limit	\$ 1,000,000
-OR-	
b. Bodily Injury & Property Damage (each)	\$ 1,000,000
3. Workers Compensation	
a. State	Statutory
b. Employer's Liability	\$ 100,000 Per Accident
	\$ 500,000 Disease, Policy Limit
	\$100,000 Disease, Each Employee

- D. The aggregate Limits of the Contractor's Insurance shall apply, in total for this Contract. This shall be indicated on the Certificate of Insurance as "Per Project", or in an attached policy amendment.
- E. The Owner shall be listed as the certificate holder of the Contractor's Liability Insurance.
- F. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25 and shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Contractor shall supply a written endorsement to the Contractor's general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor's liability insurance policy shall be primary, and that any liability insurance of the Owner shall be secondary and noncontributory. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner.
- G. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under this Article or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the Contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of insurance shall be grounds for the immediate termination of the Contract.
- H. Bonds
 The Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. If the Contractor fails to provide the Owner with a properly executed Bond as required herein, Contractor shall be in material breach of its responsibilities under the Contract.
1. Bonds shall each be in the amount of 100% of the amount of the Contract.
 2. The Surety providing the Bonds shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V" and in no case less than five (5) times the Contract amount. The Bonds shall:
 - a. be issued by a surety company licensed to do business in South Carolina; and,
 - b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
 - c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
 - d. display the Surety's' Bond Number.
- I. Property Insurance
 The Contractor shall purchase and maintain Builder's Risk insurance on the Project in the amount of the Contract Sum and all subsequent modifications on a replacement cost basis. The Contractor shall be responsible for any deductibles. Such insurance shall be maintained until final payment has been made.

ARTICLE 11 – CORRECTION OF WORK

- A. The Contractor shall promptly, and with due diligence, correct Work rejected by the A/E or the Owner for failure to conform to the requirements of the Contract, whether such defective Work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient Work including additional testing and inspections and any compensation for A/E services and expenses involved.
- B. If the Contractor fails to carry out the Work in accordance with the Contract Documents, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies it may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation to the A/E, if necessary.
- C. The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

ARTICLE 12 – CONSTRUCTION BY OWNER

- A. The Owner reserves the right to do Work with its own forces or award separate contracts for Work on the same project.
- B. The Contractor agrees to allow access to the site by the Owner's workforce or separate contractor(s), and agrees to assist in coordinating the progress of the Work with the Owner.
- C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 13 – SUBCONTRACTORS

If the Contractor engages subcontractors to provide Work on the Contract, then the Contractor shall include, or cause to be included, in the agreement with those entities, all provisions contained in this Contract. Subcontractors and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 14 – COMPLETION AND CLOSEOUT

- A. The Contractor shall have completed the unfinished and defective Work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.
- B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.
- C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.
- D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 15 – GOVERNING LAW

This Contract is entered into and shall be construed and governed in accordance with the laws of the State of South Carolina. Contractor and City shall: (1) submit to the jurisdiction of the state and federal courts located in Charleston County, South Carolina; (2) waive any and all objections to jurisdiction and venue; (3) and not raise forum non conveniens as an objection to the location of any litigation.

ARTICLE 16 - MISCELLANEOUS

- A. The Contractor and Owner each bind themselves, their directors, officers, successors, executors, administrators, assigns and legal representatives to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract.

- B. This Contract represents the entire and integrated agreement between the Owner and the Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
- C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.
- D. Nothing in this Contract shall prevent the Contractor from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Work.
- E. Unless otherwise included in the Contract, nothing shall require the Contractor to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.

**City of Charleston
Bid Form**

BID SUBMITTED BY: Name: BOMCKET Const, LLC
Address:

FOR PROJECT: CP10/25/17 - 10/25/17 TEST TEAM A GENERATOR
(Number) (Name)
CP/8/8

OFFER

1. In response to the *Invitation for Construction Bids*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City of Charleston ("Owner") in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. Bidder has submitted Bid Security as follows in the amount and form requested by the Bidding Documents:

Bid Bond with Power of Attorney Cashier's Check
(Bidder check one)
3. Bidder, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related information and data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.
4. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:
ADDENDUM No.(s) 1, 2, 3, 4, and 5
5. Bidder acknowledges that neither the Owner nor any of its employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project cancelled for any reason prior to the issuance of the Notice to Proceed.
6. By submitting this Bid, Bidder hereby agrees to all of the terms and conditions of the *Invitation for Construction Bids* and to all of the terms and conditions of the *Instructions to Bidders*. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner. Bidder understands that Bid Alternates that are not accepted in an initial award shall remain open for acceptance for the entire period set above and for such longer period as requested by Owner and agreed to by Bidder.
7. Bidder herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the construction work in accordance with the Bidding Documents:

7.1 BASE BID: \$ 98,202.00

Written: Ninety-eight thousand two hundred two dollars

7.2 ALTERNATE BID WORK (as indicated in the Bidding Documents and generally described as follows):
 (Bidder shall STRIKE THROUGH "ADD" or "DEDUCT" so as to clearly indicate the price adjustment offered for each alternate)

ALTERNATE NO. 1: _____ ADD/DEDUCT \$ _____

(to or from BASE BID)

ALTERNATE NO. 2: _____ ADD/DEDUCT \$ _____

(to or from BASE BID)

ALTERNATE NO. 3: _____ ADD/DEDUCT \$ _____

(to or from BASE BID)

7.3 UNIT PRICE WORK

Bidder offers for the Owner's consideration and use the following UNIT PRICES. The UNIT PRICES offered by Bidder indicate the amount to be added to or deducted from the Base Bid for each item-unit combination. UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with Bidder.

NO.	ITEM	ESTIMATED QUANTITY	UNIT PRICE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

MWBE Compliance Provisions and Instructions Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 145 King Street, Suite 104, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

Bidder's MBE/WBE Participation: All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms. Bidders must complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required by the Procurement Office shall be deemed non-responsive and will be ineligible for award of the Contract.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Charleston, SC 29403, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.

AND

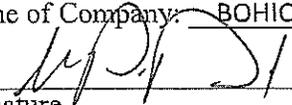
Affidavit B - Work to be Performed by Minority and/or Women-owned Firms

OR

Affidavit C - Intent to Perform Contract with Own Workforce, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

2. All affidavits supplied by the Bidder shall become a part of any resulting Contract between the Bidder and the City of Charleston. Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: BOHICKET CONSTRUCTION LLC


Signature

1/16/20

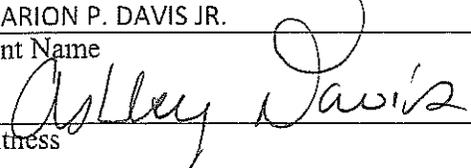
Date

MARION P. DAVIS JR.

Print Name

PRESIDENT

Title


Witness

AFFIDAVIT A
Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of BOHICKET CONSTRUCTION LLC
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:

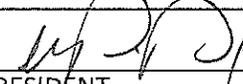
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. *Complete Affidavit A, Page 2.*
- 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- 5. Attended any pre-solicitation meetings scheduled by the City.
- 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. *(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)*
- 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

Thereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date: 1/16/20 Name of Authorized Officer (Print/Type): MARION P. DAVIS JR.

Signature: 

Title: PRESIDENT

AFFIDAVIT A

Page 2 of 2

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

I, MARION P. DAVIS JR., hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

<p>1. Minority Firm Name and Contact <u>ABC CONSTRUCTION, AARON COPELAND</u></p> <p>Minority Firm Telephone Number <u>843-709-4643</u></p> <p>Minority Firm Fax Number _____</p> <p>DBE Certification Number <u>0110011081</u></p>	<p>Minority Firm Address <u>PO BOX 2163, MONCK'S CORNER, SC 29461</u></p> <p>Minority Group Type</p> <p><input checked="" type="checkbox"/> (African American) <input type="checkbox"/> (Women)</p> <p><input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic)</p> <p><input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other)</p> <p><input type="checkbox"/> Follow up Verification</p>
<p>2. Minority Firm Name and Contact <u>BRIGHT CONSTRUCTION, LLC, DION BRIGHT</u></p> <p>Minority Firm Telephone Number <u>843-367-8733</u></p> <p>Minority Firm Fax Number _____</p> <p>DBE Certification Number <u>01010919143</u></p>	<p>Minority Firm Address <u>PO BOX 30145, CHARLESTON, SC 29417</u></p> <p>Minority Group Type</p> <p><input checked="" type="checkbox"/> (African American) <input type="checkbox"/> (Women)</p> <p><input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic)</p> <p><input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other)</p> <p><input type="checkbox"/> Follow up Verification</p>
<p>3. Minority Firm Name and Contact <u>SALLEY CONCRETE FINISHING, LLC, FRANKIE SALLEY</u></p> <p>Minority Firm Telephone Number <u>843-538-8546</u></p> <p>Minority Firm Fax Number _____</p> <p>DBE Certification Number <u>0111010807</u></p>	<p>Minority Firm Address <u>3669 MAPLE RIDGE RD, WALTERBORO, SC 29488</u></p> <p>Minority Group Type</p> <p><input checked="" type="checkbox"/> (African American) <input type="checkbox"/> (Women)</p> <p><input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic)</p> <p><input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other)</p> <p><input type="checkbox"/> Follow up Verification</p>
<p>4. Minority Firm Name and Contact <u>SITE SOURCE, LLC, PENNY BETCHER</u></p> <p>Minority Firm Telephone Number <u>843-899-2525</u></p> <p>Minority Firm Fax Number _____</p> <p>DBE Certification Number <u>0305151419</u></p>	<p>Minority Firm Address <u>1136 BEN BARRON LANE, MONCK'S CORNER, SC 29461</u></p> <p>Minority Group Type</p> <p><input type="checkbox"/> (African American) <input checked="" type="checkbox"/> (Women)</p> <p><input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic)</p> <p><input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other)</p> <p><input type="checkbox"/> Follow up Verification</p>

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 1/16/20 Name of Authorized Officer (Print/Type): MARION P. DAVIS JR.

Sworn to before me this 16 day of January, 2020

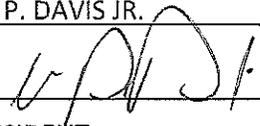
Notary Public for the State of South Carolina

My Commission Expires: June 28, 2028

Print Name: Jessica Brewer

Phone Number: 843-324-1509

Address: 637 Hobcaw Bluff Drive, Mount Pleasant, SC
4/28/2011 29464

Signature: 

Title: PRESIDENT

Notary Seal:

AFFIDAVIT B

**City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses**

Affidavit of BOHICKET CONSTRUCTION LLC. I hereby certify that on the
(Name of Bidder)
CP 1818 Standby Generator for CPD Team 4, Total Project Amount \$ 98,202.00
(Project Name)

I will make a good faith effort to expend a minimum of 2.36 % of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
ABC Construction 843-709-4643	B	Concrete	\$ <u>2,313.00</u>
			\$
			\$
			\$
			\$
			\$
			\$

Total MBE Participation: 2.36 % \$ 2,313.00

* Minority categories: African American (B); Hispanic (H); Asian American (A), American Indian (I); Woman Owned (W); Other (D)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 1/16/20 Name of Authorized Officer (Print/Type): Marion P. Davis Jr.
Signature: [Signature]
Title: President

Sworn to before me this 16 day of January, 2020.
My Commission Expires: June 29, 2028
Print Name: Jessica Brewer
Phone Number: 843-324-1509

Notary Public for the State of South Carolina
Notary Seal:

Address: 637 Hobcaw Bluff Drive mount Pleasant
South Carolina, 29464

CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me Marion P. Davis Jr. (the "Bidder seeking Local Vendor Recognition") who, after being duly sworn, does hereby depose and certify that the Bidder seeking Local Vendor Recognition identified in this bid response and who signs below meets the following qualifications for local vendor recognition as provided in Sections C and E of the City of Charleston's Procurement Policy:

1. The bid is for construction services or goods and supplies only and is greater than \$20,000;
2. Has a physical business address located within the City of Charleston and has been doing business in the City of Charleston for a period of 12 months or more prior to the bid opening date - (A post office box or temporary construction or office trailer will not be considered a place of business);
3. Has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;
4. Provides a copy of its current City of Charleston business license with its bid;
5. Provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;
6. in compliance with any applicable federal, state and local requirements regarding the type of business in which the Local Vendor is engaged.

By submitting this Affidavit, the Bidder seeking Local Vendor Recognition understands that in addition to meeting the requirements set forth above, in order for the Bidder seeking Local Vendor Recognition to qualify for local vendor recognition, his bid must be within 4% or \$10,000, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder for said construction services or goods and supplies, and he requests that the local vendor recognition as set forth in Sections C and E of the City's Procurement Policy be exercised in consideration of the contract award of this bid. Failure to complete and return this Affidavit with the specified attachments set forth above with his bid will result in not being eligible to receive the benefits of the local vendor recognition.

BUSINESS NAME: Bohicket Construction LLC

CHARLESTON STREET ADDRESS: 642 Palisades Drive, Mount Pleasant, SC 29464

SIGNATURE:  TITLE: President
By: Marion P. Davis Jr.
(Print Name)

Sworn to and subscribed before me at Charleston County,
State of South Carolina, this 11th day of January, 2026.

 (SEAL)
Notary Public for South Carolina
My Commission Expires June 28, 2028

Bond Number: PS1-18712

«Project_no» «Project_Name»
City of Charleston, SC
Department of Parks

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Bohicket Construction LLC
(Name of Principal)
AS PRINCIPAL, AND Palmetto Surety Corporation, as SURETY
(Name of Surety)

are held and firmly bound unto The City of Charleston hereinafter called the "Owner", in the penal sum of Seven Thousand Five Hundred Dollars and Zero Cents 7,500.00 Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated January 16th, 2020, for Project Name: City of Charleston Department of Parks and Project Number: CP1818.

Now, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 14th day of January, 2020, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

Bohicket Construction LLC
(Name of Principal)
By: [Signature]

(SEAL)



Palmetto Surety Corporation
(Name of Surety)
By: [Signature]
Scott B. Willis (AIF)

Sealed and delivered in the presence of:

DATE AND ATTACHED TO ORIGINAL BOND
PALMETTO SURETY CORPORATION INSURANCE COMPANY
CHARLESTON, SOUTH CAROLINA
POWER OF ATTORNEY

BOND NO. PS1-18712

KNOW ALL MEN BY THESE PRESENTS: That PALMETTO SURETY CORPORATION AT CHARLESTON, SOUTH CAROLINA, a South Carolina Corporation, having its principal office at Mt. Pleasant, County of Charleston, State of South Carolina, adopted the following Resolution by the directors of the company on February 10, 2003 to wit:

"RESOLVED, that the Chief Executive Officer or appointee of the company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the company, and attach the seal of the company thereto, bonds and undertaking, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of company imprinted on such powers of attorney shall be as binding upon said companies, as fully and amply, to all intents and purposes.

Its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, and all bonds and undertaking, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the Palmetto Surety Corporation Insurance Company at Mt. Pleasant, South Carolina as fully amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the PALMETTO SURETY CORPORATION INSURANCE COMPANY AT MT. PLEASANT, SOUTH CAROLINA, has caused this to be signed by its authorized officer this 2nd day of January, 2020.



Scott B. Willis, Chief Executive Officer



South Carolina
County of Charleston

On this 2nd day of January, 2020 before me personally came Scott B. Willis, to me know, who being duly sworn, did depose and say that they are Scott B. Willis, Chief Executive Officer of Palmetto Surety Corporation, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

DOLLIE T. PILSON
Notary Public, State of South Carolina
My Commission Expires April 16, 2023



Dollie Pilson, Notary Public

State of South Carolina
County of Charleston

I, the Chairman of the Board of Palmetto Surety Corporation, do hereby certify that the authority to issue a power of attorney as approved by the Board of Directors resolution shall remain in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Mt. Pleasant, South Carolina. Dated this 14th day of January, 2020

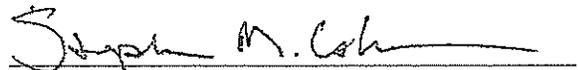


EXHIBIT B
CP 1818

ADDENDUM NO. 1

November 20, 2019

RE: CP 1818 FEMA Standby Generator at CPD Team 4

FROM: City of Charleston Department of Parks
823 Meeting Street
Charleston, SC 29403

TO: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. **Acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification.**

CHANGES TO PRE-BID AND BID DATES

1. The pre-bid date has been changed to December 3, 2019. Pre-bid meeting shall remain at 2:30 PM in conference room A of the Department of Parks, 2nd Floor, 823 Meeting Street, Charleston, SC 29403
2. The bid date has been changed to December 17th, 2019. Bid shall remain at the location of the pre-bid and the time of 2:30 PM for opening of bids is not changed.

AVAILABILITY OF DOCUMENTS

1. Contract documents are now scheduled to be available at aeplanroom.com no sooner than the close of business on November 25th, 2019.

The City of Charleston apologizes for any inconvenience.

END OF ADDENDUM

EXHIBIT B

ADDENDUM NO. 2

November 26, 2019

RE: CP 1818 Standby Generator at CPD Team 4

FROM: City of Charleston Department of Parks
823 Meeting Street
Charleston, SC 29403

TO: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. **Acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification.**

CHANGES TO PRE-BID AND BID DATES

1. The pre-bid date has been changed to December 17, 2019. Pre-bid meeting shall remain at 9:30 AM in conference room A of the Department of Parks, 2nd Floor, 823 Meeting Street, Charleston, SC 29403.
2. The bid date has been changed to January 9, 2020. Bid shall remain at the location of the pre-bid and the time of 2:30 PM for opening of bids is not changed.

AVAILABILITY OF DOCUMENTS

1. Contract documents are now scheduled to be available at aeplanroom.com no sooner than the close of business on December 11th, 2019.

The City of Charleston apologizes again to all perspective bidders for any inconvenience.

END OF ADDENDUM

ADDENDUM NO. 3

December 17, 2019

RE: CP 1818 New Standby Generator at CPD Team 4

FROM: City of Charleston Department of Parks
823 Meeting Street
Charleston, SC 29403

TO: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. **Acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification.**

Attachments:

Pre-bid Agenda (5 pages)
Pre-bid Sign in sheet (2 pages)

CHANGE IN SITE VISIT INSTRUCTION

Access to the building is not required, however please check in with the receptionist on the 2nd floor to advise the personnel there that you are on site. The entrance to the administrative offices are at the top of the exterior stair on the south end of the building.

The City of Charleston apologizes again to all perspective bidders for any inconvenience.

END OF ADDENDUM 3



*Edmund T. Most
Deputy Director*

1

*City of Charleston
South Carolina
Department of Parks*

Pre- Bid Conference Agenda

Projects: CP 1815, CP 1818, and CP 1819

Date: Tuesday, December 17th, 2019 from 9:00 AM to 10:30 AM

Location of pre-bid conference: 823 Meeting Street, 2nd floor, Conference Room B, Charleston, SC 29403

A. Introductions

1. Project Manager: City of Charleston, Department of Parks – Ed Boimest
2. Engineer: Johnny Deden, PE. Charleston Engineering
3. Minority Business Officer: City of Charleston – Ruth Jordan
4. Deputy Director, Parks-Capital Projects- Edmund Most
5. JIRC Recreation Manager: Alison Weaver
6. Introduce any others as applicable

B. Sign-in Sheet

1. All attendees shall provide the name of the firm they represent on the sign-in sheet. This shall be the same name as shown on their SC Contractors License and on the Bid Form. *Please make this legible. Please provide business cards, if available, in case some of the information on the sign-in sheet is not legible.
2. **A sign in sheet for each project must be filled out. This will be included in addendum 3 for each project, which will also include this combination agenda**

C. Project Scope

1. Project scopes are very similar, however, there are no generators currently at CP 1818 or CP 1819, which makes the demolition notes not applicable to those facilities. Scopes include removal of existing generators, tanks, and foundations (as applicable), and furnishing and installing all new generators, tanks below, necessary foundations, all electrical work required, screen wall and gate system at FS 2/3 only, minor patching and paving at FS 2/3 only, start-up, testing, and owner training. Fuel required for specified testing shall be furnished by the successful GC.

D. Plans/Specifications

1. Available from: A&E Digital Printing – 517 King Street, Charleston, SC 29403 (aeplanroom.com)
2. Addenda: Distributed through A&E Digital Printing.
3. Addenda: Also posted on our Bidline site

E. Written Word

1. Only the written word as contained in the Bid Documents, including any addenda that may be issued, shall be valid.
2. It is the Bidders responsibility to read and review all of the Bid Documents, including addenda.
3. Statements made by the Project Manager or the A/E are for the sole purpose of calling the Bidders' attention to items of importance in the Bid Documents.
4. All questions or requests for clarification must be submitted in writing to the project manager. All responses will be made in the form of addenda to the Bid Documents.

F. Bid Opening

1. Bids will be opened on **Thursday, January 9, 2020 at 2pm, 2:30 PM, and 3:00 PM.** **Location: Department of Parks, 823 Meeting Street, 2nd Floor, Capital Projects Division.** It is the intent of the City to award a Contract for the lowest responsive bid submitted by a responsible Bidder.
2. Bidders shall not qualify their bid.
3. Bids sent by mail or other special delivery service (UPS, FED-/EX, etc.), should be labeled "Sealed Bid Enclosed" and shall be received at the address indicated prior to the time of the bid opening. Bids not received prior to the time of bid opening shall be rejected as being nonresponsive.
4. Bidders shall be responsible for having their bid at the designated place for receiving bids no later than the time set for the bid opening. Once the bidding has been declared closed, all late bids, including bids improperly delivered, shall be rejected as being nonresponsive.
5. Each bid shall have bid security of not less than 5% of the sum of the Base Bid.
6. The successful Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, each in the full amount of the contract price.
7. Bidders should verify their ability to comply with all bonding and insurance requirements prior to submitting a bid. Insurance requirements are described in the draft contract.
8. Bidders shall be licensed in accordance with the requirements of the South Carolina Contractor's Licensing Board.

G. Bid Form

1. Bidders shall indicate the form of the Bid Security (Bid Bond or cashier's check) on the Bid Form.
2. Bidders shall acknowledge all addenda.
3. By submitting a bid, Bidders agree that the Base Bid price and the Bid Alternate(s) price(s) shall not be revoked or withdrawn for 60 days.
4. Base Bid shall be shown in figures only.
5. Alternates (when included): Bidders should strike through "ADD" or DEDUCT" so as to clearly indicate the price adjustment for each alternate.
6. Unit Prices (when included): The Bidder should furnish requested unit prices.

H. Substitutions

1. Materials and products listed in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by a proposed substitution.
2. References in the Bid Documents to the words 'or equal' and 'or approved equal' shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.
3. Requests for substitutions must be submitted to the PM in writing by Friday, December 27th, 2019, by 12:00pm. Proof of equality of substitutions is the responsibility of the proposer. The PM's decision, via the consultants as applicable, to approve or disapprove the requested substitution shall be final.
4. The PM/Architect shall include in an addendum the approved substitutions. Substitution requests not approved by the PM and the A/E may be listed in an addendum at the A/E's option.

I. Addenda

1. Addendums 3, which will include the list of the attendees and the Pre-Bid Meeting Minutes, will

be issued on Wednesday, December 18th, 2019 by 5:00 PM. Please check A&E digital for all addenda. Addenda will also be posted on the City's Bidline site as a convenience only. No plans or specifications are available on that site.

2. No addenda will be issued later than Friday, January 3rd, 2020 by 5:00pm. All questions should be submitted in writing to the project manager by Monday, December 30th, 2019 by 4:00 pm.
3. It is the Bidders responsibility to determine, prior to submitting a bid, that all addenda issued have been received.
4. **IF SUBMITTING QUESTIONS FOR THE PROJECTS, PLEASE BE SURE THAT THE APPLICABLE PROJECT NUMBER IS LISTED IN THE SUBJECT LINE. IF QUESTIONS APPLY TO ALL PROJECTS, YOU MUST SEND AN EMAIL FOR EACH PROJECT TO HELP AVOID ANY CONFUSION OR CAUSE THE PM TO "MISS" AN IMPORTANT INQUIRY OR CONCERN. THE PM WILL, IN TURN, ANSWER EACH QUESTION FOR EACH PROJECT VIA ADDENDUM EVEN IF REPETITIVE**

J. Time of Contract Performance / Rain Days

1. The Date of Commencement shall be established in the Notice to Proceed. This is expected to be early February 2020, providing that the projects are within budget.
2. Number of calendar days for construction to reach Substantial Completion: Refer to the Instructions to Bidders for each project please
3. Number of calendar days to reach Final Completion: Refer to the contract (30 calendar days).
4. Substantial Completion is considered the ability to use and operate the facility as it is intended. The awarded contractor will be required to complete all work, including punch-list items, and be demobilized in order for the facility to be considered for Final Completion.
5. The Contractor shall install a rain gauge on-site (not near any irrigation heads) and submit logging information and requested rain days along with Payment Applications for approval each month. Per the contract, 5 rain days per month are anticipated in the contractual completion date.
6. Per the contract, work schedule is allowed from 7am to 7pm Monday through Friday. Some weekend work may be permitted given approval from the City in advance. **PLEASE NOTE THAT SHIFT CHANGE OCCURS AT THE FIRE STATIONS (CP 1815) FROM APPX. 7:00 AM TO 9:00 AM. IT IS VITAL THAT CONSTRUCTION WORK DOES NOT INTERFERE WITH THIS CHANGE IN PERSONNEL. PLEASE SCHEDULE ANY DELIVERIES OR OUTAGES AT LEAST 72 HOURS IN ADVANCE WITH THE PM. DO NOT SCHEDULE ANYTHING DIRECTLY WITH FACILITIES PERSONNEL.**

K. Liquidated Damages:

1. Liquidated Damages in the amount of \$ 1,000.00 per day shall be applied for failure to reach Substantial Completion within the contract time limits, and/or for failure to reach Final Completion within the contract time limits.

2.

L. Agreements

1. An incomplete bid, or information not requested that is written on or attached to the Bid Form, could be considered a qualification of the Bid and may be cause for rejection of the Bid.
2. Failure of the Bidder to indicate a price for a Bid Alternate shall render the Bid non-responsive.
3. Bid Alternates may be accepted by the City in any combination or order at the sole discretion of the City.
4. To support the City's evaluation of the Bidders' responsibility, it may request the prospective contractor to furnish information on its experience and capability.
5. The successful bidder shall maintain a business license with the City of Charleston for the duration of this contract along with any other licenses required.
6. By signing the Bid, the Bidder certifies that it will provide a "Drug-free Workplace" as required by SC law.
7. The project may be cancelled for the convenience of the City at any time prior to issuance of the

Notice to Proceed.

M. Insurance and Bonds

1. Bidders should verify their ability to comply with all insurance and bonding requirements of the project prior to submittal of their bid.
2. Insurance requirements are described in the General Conditions.

N. Minority Business Enterprise Goals

1. This project is subject to the goals of the City of Charleston's Minority Business Enterprise program. POC is Mrs. Ruth Jordan, 843-724-7434, at jordanr@charleston-sc.gov
2. Goals are 20% combined MWBE participation.
3. The MWBE Program requirements are outlined in five pages within the bid documents. All Bidders must complete and return their Affidavits A & B or Affidavit C.
4. Failure to include the required MWBE paperwork will render the bid non-responsive.
5. Mrs. Jordan is a great resource. Please call her if you have any questions or if you need assistance accessing our data base of MWBE registered firms.

O. Additional Items from the Architect

1. Project Plan Review has been initiated with the City of Charleston; it will be the responsibility of the successful bidder to secure the Permit and either upgrade or obtain a City of Charleston Business License prior to any work being started. **The permit will be issued free of charge.**

P. Questions

1. All questions will be answered in writing in the addendum.
2. Questions after the pre-bid conference and during the bidding stage concerning front-end documents should be directed to the PM
3. The A/E will, when necessary, provide answers to questions and other clarifying information to Bidders by addendum in conjunction with the PM.
4. All lines of communication during the bidding stage should be through the PM via email: boineste@charleston-sc.gov
5. Deadline for questions is Monday, December 30th, 2019 by 4:00 PM.

R. Closing

1. Addendum 3, which will include the list of the attendees and the Pre-Bid Meeting Minutes, will be issued on Wednesday, December 30, 2019 no later than 5:00 PM
2. Everyone must acknowledge receipt of the addendum on their bid form.
3. Remind attendees to sign the sign-in sheet and provide all other requested information on the sign-in sheet before leaving the Pre-bid.
4. Please keep in mind;
 - a. Late bids shall be rejected as non-responsive.
 - b. Bids without proper bid security or qualified bids shall be rejected as nonresponsive.
 - c. Bid **ALL** alternates included on the Bid Form if applicable. There are currently no alternates.

S. Additional Site Visits

1. **AS IT IS VERY DIFFICULT TO TRY AND SCHEDULE GROUP SITE VISITS TO ALL THE FACILITIES INVOLVED, CAPITAL PROJECTS HAS PROPOSED THE FOLLOWING DATES TO REVIEW THE EXISTING CONDITIONS AT EACH SITE AS FOLLOWS:**

CP 1815 FIRE STATIONS

FRIDAY, DECEMBER 20TH, 2019 FROM 9:30 AM TO 11:30 AM
FRIDAY, DECEMBER 27TH, 2019 FROM 9:30 AM TO 11:30 AM

IF THE STATION PERSONNEL ARE AWAY ON A CALL DURING YOUR VISIT AND THE STATION IS NOT ACCESSIBLE, PLEASE ADVISE THE PM AND HE WILL ARRANGE FOR YOU TO BE ABLE TO ACCESS THE ELECTRICAL ROOMS.

CP 1818 TEAM 4

TEAM 4 IS A SECURED BUILDING AND THE PM MUST BE WITH ALL VISITORS. I PLAN TO BE AT TEAM 4 THIS FRIDAY, THE 20TH AT 1:00 PM AND NEXT FRIDAY AT 1:00 PM TO ASSIST WITH YOUR VISIT. PLEASE DO NOT GO TO TEAM 4 UNLESS YOU ARE LOOKING AT THE SITE WORK/LOCATION OF THE GENERATOR, ETC. ONLY. YOU WILL NOT BE ALLOWED TO VIEW THE ELECTRICAL ROOM WITHOUT MY PRESENCE. THERE CAN BE NO EXCEPTIONS.

CP 1819 JAMES ISLAND RECREATION CENTER

THE JIRC OPENS DAILY (M-F) FROM 9 TO 5. YOU MAY GO TO THE JIRC AT ANY TIME, HOWEVER YOU ARE REQUIRED TO CHECK IN AT THE FRONT DESK PRIOR TO REVIEWING THE SITE AND THE ELECTRICAL ROOM. THIS IS A VERY BUSY CENTER SO PLEASE BE SAFE UPON ENTERING THE PROPERTY AND DRIVING TO THE LOCATION BEYOND THE POOL.

Thanks for your attendance and interest in the City of Charleston

John F. Fiddaway
Mayor



City of Charleston
South Carolina

Department of Parks

Kevin Hudson
Councilman

Pre-Bid Meeting Sign-in Sheet

Project: CP1818 New Standby Generator at CPD Team 4 Headquarters

Pre Bid Date/Time/Location: 12/17/19 @ 823 Meeting St at 9:30 AM

Mandatory Non Mandatory

Bids Due: January 9, 2020 at 2:30 PM - 823 Meeting Street, 2nd Floor, Conference Room A

COMPANY	MAILING ADDRESS	CONTACT NO.	EMAIL	CONTACT NAME
Feyen Zylstra	3 Lorwood Dr, Unit 303 Ches.	843-534-8356	stacey@fzcorp.com	Stacey Thomas
Soil Consultants	PO. BOX 100 Ches SC 29403	843-733-4539	deborah@soilconsultantsinc.com	DEBORAH ORBITZ
Blairwood CRT Power Systems	153 Farmington Dr Summerville SC 29483	843-412-6824	shirleyblairwoodmachinery.com	SARA COE
CUMMINS POWER SYSTEMS	231 FARMWATER TOW RD SUMMERVILLE, SC 29487	843-801-1913	KEVIN@CUMMINS.COM	KEVIN LUTHER
Southern Energy Resources	281 Timbermill Way Lexington SC	843-354-5772	Zachary@Southerner.com	Zachary Madsen
Bohicket Construction	642 Palisades Dr. Mt. Pleasant, SC 29464	843-696-5655	marion@bohicket.org	Marion Davis
LCIS Electric	1609 Johnson Marina Rd Charleston, SC 29403	(803) 709-9707	lceselectric@yahoo.com	Dexter Monroe

PAGE Power Systems, Inc.	3340 Robinson Rd. GaitHER NC, 28054	704864-7390	919@power-systems.com	Greg Dills	
Meridian Automation + Communications	4600 Ruff Rd Unit C N. Charleston, S.C. 4600 Ruff Rd	843-552-1412	thareya@meridianac.com	Terrill HARVEY Dave Coyle	
Meridian Automation + Communications, Inc	Unit C N. Charleston SC 29405	843 552 1412	Deak @meridianac.com	Dave Cook	
LTL Contractors, Inc.	510 W. Main St Andrews, SC 29510	Cell: 478-494-5565 Office: 843-264-2450	dhigbe@lcontractors.com	DeAnna Higbe	
Automation Experts Charleston	590 Beach Hill Rd Summerville SC 29485	943 677 4625	Andrew@automationexperts.com	Andrew Pyrd	
DNB Electric	310 Cedar Crest Dr Lexington SC 29072	803-417-3229	Zack@DNBElectric.com	Zachary Harold	
Power Systems	P.O. box 886 Lexington SC 29021	803-951-7325	Lee@powersystems.com	Michael Lee Lloyd	
Whitlock	Waste Transfer Refrmt 29412	Key Whitlock	ky@Whitlock.com	LARRY BREWER	
CITY OF CHAS.	823 meeting	843 574 7552	bonesta@cityofcharleston.com	SE	
City of CHAS.	823 meeting st	on cue.	Waste@charleston-sc.gov	EDWARD WAST	

ADDENDUM NO. 4

January 3, 2020

RE: CP 1818 New Standby Generator at CPD Team 4

FROM: City of Charleston Department of Parks
823 Meeting Street
Charleston, SC 29403

TO: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below.

Acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification.

CHANGE TO BID DATE

Due to several requests for equipment substitution approval, the bid date shall be extended to January 16th, 2020. The time and place for the bid shall remain unchanged which is 2:00 PM at 823 Meeting Street, Conference Room A, on the 2nd Floor.

End of Addendum #4

ADDENDUM NO. 5

January 9, 2020

RE: CP 1818 Standby Generator at CPD Team 4

FROM: City of Charleston Department of Parks
823 Meeting Street
Charleston, SC 29403

TO: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below.

Acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification.

1. SUBSTITUTION REQUESTS

Generator Manufacturer

“To be considered equal, the generator must meet all project specifications and be able to list five installations in the tri-county area”

2. FIRE MARSHALL COMMENTS

Install NFPA 704 placard on fuel tank. Hazard severity numbers for interior signs shall be not less than: 2 inch tall, 1.4 inch wide, with a 5/16 inch stroke. The exterior edge of the

sign shall measure 5 inch along each of the four faces. The interior perimeter of each individual diamond shall measure 2.5 inch across each side (IFC 5003.5, NFPA 704).

End of Addendum #5

CPR COMMITTEE and/or COUNCIL AGENDA

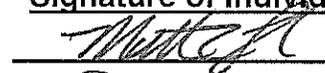
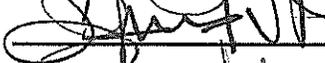
13.)

TO: John J. Tecklenburg, Mayor
FROM: Ed Boines / Andrew Jones DEPT. Parks – Capital Projects
SUBJECT: **JAMES ISLAND RECREATION CENTER GENERATOR CONSTRUCTION CONTRACT**
REQUEST: Approval of a Construction Contract with Bohicket Construction in the amount of \$91,733.00 to furnish and install a standby generator for the James Island Recreation Center.

With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000.00, to the extent contingency funds exist in the Council Approved Budget.

COMMITTEE OF COUNCIL: Ways & Means DATE: February 25, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Capital Projects Director	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
MBE Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051594-58240

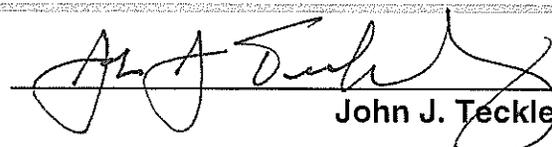
Balance in Account \$91,733.00 Amount needed for this item \$91,733.00

Project Number CP1818

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: Approval of this will institute a project budget of \$113,589.41 of which the \$91,733.00 construction contract will be funded. Funding sources for this project are: FEMA Hazard Mitigation Grant (\$74,795.00) and the Police Operating Budget (\$38,794.41).

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

**JIRC Permanent Back-up Power
(051594)**

CP1819	DESCRIPTION	Draft Project Budget	Expenses to DATE	Encumbrances	Remaining Balance	NOTES
DESIGN / ENGINEERING						
051594-58238	Geotechnical Services	3,705.00	3,705.00	-	-	Soil Consultants-P159043
051594-58238	Site Survey	3,162.84	3,162.84	-	-	EM Seabrook-P159052
051594-58238	Structural Engineering	1,500.00	1,500.00	-	-	Britt, Peters & Assoc-P159340
051594-58238	Electrical Design	3,500.00	-	3,500.00	-	Charleston Engineering-P159345
051594-58238	Utility Locator	300.00	300.00	-	-	P-card
051594-58236	Advertising	460.78	360.78	100.00	-	P-card / Chronicle PR195888
051594-58016	Printing	249.79	249.79	-	-	P-card
TOTAL D/E COSTS		12,878.41	9,278.41	3,600.00	-	
CONSTRUCTION						
051594-58240	Construction	91,733.00	-	91,733.00	-	Bohicket Construction
TOTAL CONSTRUCTION COSTS		91,733.00	-	-	-	
Contingency		8,978.00	-	8,978.00	-	
TOTAL PROJECT COSTS		113,589.41	9,278.41	12,578.00	-	
FUNDING SOURCES						
<u>YEAR</u>	<u>SOURCE</u>	<u>BUDGET</u>	<u>Revenues To Date</u>			
2018	FEMA Hazard Mitigation Grant	74,795.00				Grant Acceptance Council: January 22, 2019 Grant Match
2019	GF 200000-52950	24,932.00				
2020	GF 200000-58015	13,862.41				
TOTAL FUNDING		113,589.41	-	-	-	
PROJECT SUMMARY						
TOTAL PROJECT FUNDING		113,589.41	-			
TOTAL PROJECT COST		113,589.41	9,278.41			
PROJECT BALANCE		-	(9,278.41)			

TERMS AND CONDITIONS

NOW THEREFORE, the Owner and Contractor agree to all of the following terms and conditions set forth in this Contract.

1. TIME OF PERFORMANCE:

- a. THE EFFECTIVE DATE of this Contract shall be the date written above.
- b. THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
- c. THE DATE OF SUBSTANTIAL COMPLETION shall be 210 Days calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.
- d. THE DATE OF FINAL COMPLETION shall be the date that the Work has been completed and accepted by the Owner.

2. PAYMENTS TO THE CONTRACTOR for acceptable Work performed shall be as follows:

- a. THE CONTRACT SUM OF \$ 91,733.00 to be paid in response to the Contractor's Applications for Payment as certified by the A/E and subject to the terms of this Contract.
- b. THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: _____
Not Applicable

3. LIQUIDATED DAMAGES ARE AS FOLLOWS:

It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of \$ 1,000.00 per day for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this Contract for default as provided elsewhere herein.

General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS

- A. The Contract Documents forming this Contract shall consist of the following:
- 1. a fully executed Short Form Construction Contract (this document) and any listed attachments hereto;
 - 2. the Project Manual dated December 6th, 2019
 - 3. the Project Drawings dated December 11, 2019
 - 4. Bid Addenda issued by the City: #1, #2, #3, #4, and #5 attached as Exhibit B
 - 5. the Contractor's completed Bid Form attached as Exhibit A
 - 6. all Change Orders and Change Directives;

ARTICLE 2 – CONTRACTOR, OWNER, A/E PROVISIONS

- A. The Contractor warrants to the Owner that:
1. it and its subcontractors (if any) are financially able to complete the Work;
 2. it will perform all obligations, furnish all plant, material, equipment, tools, transportation, supplies and labor to complete the Work for the Contract Sum entered above;
 3. it is authorized and licensed to do business in the State of South Carolina and the City of Charleston;
 4. it will perform the Work with care and diligence and in a professional and workmanlike manner as required by this Contract; and,
 5. it has visited the Work site and is reasonably apprised of the conditions in and around the Work area.
- C. Contractor's Rights and Responsibilities
In addition to any other rights and responsibilities contained in this Contract, the Contractor shall:
1. not incur any expense chargeable to the Owner until this Contract has been authorized and fully executed by both the Owner and the Contractor;
 2. pay for required construction permits or business license fees, labor, materials, equipment, tools, transportation, supervision, testing, etc., required to perform this Contract;
 3. visit the Work site and obtain information to assist in familiarization with the Work site, its conditions and any limitations that would affect the performance of this Contract, including subsurface conditions;
 4. have the right to rely on information contained in the Contract Documents, but shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner or its A/E;
 5. be responsible for all construction means, methods, techniques, procedures and safety measures in the performance this Contract;
 6. employ only persons skilled in the Work for which it is to do, employ an experienced superintendent to supervise the Work of its employees and subcontractors who shall be responsible for the acts or omissions of the Contractor's agents and employees or those of sub-contractors and their agents and employees acting on behalf of the Contractor;
 7. not be responsible for the failure of any contractor, sub-contractor, vendor, or other project participant, not under a contract with the Contractor, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes;
 8. have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Work in the State of South Carolina, the City of Charleston and as required by this Contract; and,
 9. If during the course of executing the Work, the Contractor encounters material believed to be of archeological significance, then the Contractor shall immediately stop Work in the affected area and report the finding to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the item of archeological significance has been removed by the Owner or the area has been rendered protected by the Owner.
- D. Owner's Rights and Responsibilities
In addition to any other rights and responsibilities contained in this Contract, the Owner shall:
1. provide the Contractor with available information regarding the Project and the immediate area where the Project is located;
 2. pay the Contractor for acceptable Work performed, in accordance with the provisions of this Contract;
 3. if the Contractor fails to begin Work within fourteen (14) calendar days of the DATE OF COMMENCEMENT as indicated in the Notice to Proceed, the Owner shall have the right to declare the Contractor in material breach of this Contract and terminate the Contract immediately without notice; and,
 4. act as the A/E in the absence of a licensed design professional.
- E. A/E's Rights and Responsibilities
In addition to any other rights and responsibilities contained in the Contract, the A/E shall:

1. represent the Owner during the construction process through final completion of the Project, and as requested during the warranty period. The A/E will act on behalf of the Owner only to the extent provided in these Contract Documents or otherwise agreed by the Owner;
2. make periodic visits to the site during construction to become familiar with the progress and quality of the Work and to determine if the Work is being performed accordance with the Contract Documents;
3. make recommendations to the Owner as to the acceptance or rejection of any portion of the Project and communicate the Owner's decision to the Contractor;
4. review and approve or reject shop drawings and samples submitted by the Contractor;
5. respond promptly to all requests for information or clarification from the Owner or the Contractor;
6. make the interpretation and decision on matters concerning performance under, and the requirements of, the Contract Documents, upon written request of either the Owner or Contractor, said interpretation or decision of the A/E shall be final, subject to the dispute resolution provisions of this Contract;
7. review periodic requests for payment, and approve or reject the request, in whole or in part; and,
8. prepare Change Orders or Change Directives as directed by the Owner.

ARTICLE 3 – CONSTRUCTION ADMINISTRATION

A. Shop Drawings and Samples

1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the A/E. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
2. The Contractor shall submit three sets of Shop Drawings as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
3. The A/E will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.

B. Materials and Workmanship

1. The Contractor shall not use or allow the use of any asbestos-containing product.
2. The Contractor shall not use or allow the use of lead material in public water application. Lead-free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-free solder and flux is defined as containing less than 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.
3. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all materials shall be new, in first class condition, and installed using workmanship of the highest quality in accordance with the Contract Documents.

C. Inspection and Testing of Materials

1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by the City's building officials.
2. The Contractor shall leave uncovered all areas of Work that are called out in the Contract Documents to be left uncovered, or the A/E requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the A/E of the time requested for an inspection of these areas.

D. Substitutions

1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved in advance by the A/E.

2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without the prior written approval from the A/E, which shall be granted only with the concurrence of the Owner.

E. Changes in the Work

1. Only the Owner may authorize changes in the Work. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.
2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed Work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
 - a. For the Contractor or subcontractor on Work performed by its own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0
 - b. For the Contractor or subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3
 - c. To a first tier subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3
 - d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. Receiving and Storing Materials and Equipment

1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.
2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Delivery Order or manufacturer's printed instructions of each product.

G. Reports

1. The Contractor shall prepare Daily Progress Reports on a form provided by the Owner. Reports shall be submitted to the Owner on a weekly basis.

H. Time for Completion

1. Requests for time extensions shall be made promptly. Delays of the Work due to circumstances beyond the control of the Contractor shall be adequately documented and submitted to the Owner with any request for an extension of the time for the completion.
2. The time allowed for Substantial Completion includes five (5) calendar days per calendar month for delays due to inclement weather. Delays due to weather beyond the five days may be requested as a time extension to the time for completion. The Contractor shall submit job site weather data supporting the claim for an extension of time.
3. Should completion of the Work extend past the original or amended Contract Date of Substantial Completion, the Owner will retain as liquidated damages, and not as a penalty, the amount listed on Page 1 and reduce the Contractor's final payment by that amount.

I. Guarantees and Warranties

1. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other Work or property resulting from such defects for a period of one year from the Date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties shall be assigned to the Owner at no cost to the Owner and without the approval of the Contractor.
2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.

J. Use of the Site

1. The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined in the Contract Documents. The site must be maintained in a reasonably clean condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner, remove from the site all trash, debris, tools and equipment no longer needed for the Project.
2. The Contractor shall provide access to the site where the Project is being completed for representatives of the Owner, the Owner, the A/E and for all authorities having jurisdiction over the Project.

K. Taxes

1. The Contractor shall include in its Bid, and pay for, all taxes in effect or scheduled to go into effect at the time of bidding.
2. The Contractor's attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, contractors and subcontractors.

ARTICLE 4- PAYMENTS

- A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- B. The Contractor shall make payments to subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Project, and a Construction Schedule, to be used by the A/E as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable Work completed based on the approved Schedule of Values and the A/Es' evaluation of the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the value of the Contractor's last payment until the Final Application for Payment is paid.
- D. The Contractor's Final Application for Payment may be submitted when the following have occurred:
 1. The Contractor has fully completed the Project which is the subject of this Contract, including the acceptable completion of all punch list items; and,
 2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
 3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
 4. The Contractor has completed all training and other startup/turnover support activities with the Owner's staff.
- E. If the Project is completed to the satisfaction of the A/E, the A/E shall certify the Final Application for Payment and the Owner shall make final payment to the Contractor.

ARTICLE 5 – CLAIMS

- A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.
- B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.

- C. Claims arising prior to the date the final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph, a party expressly waives its Claim.
- D. Pending a resolution of the Claim, including any dispute resolution under this Contract, the Contractor shall proceed to perform as required by the Contract and the Owner shall continue to make payments in accordance with this Contract.

ARTICLE 6 – DISPUTE RESOLUTION

- A. The parties agree to attempt in good faith to resolve their disputes arising from a Claim or controversy arising out of or relating to the Contract. To the extent that the parties are unable to reach a resolution, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or federal court located in Charleston County. The Contractor agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the Contractor pursuant to the Contract (including the Owner).

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

- A. Owner's Right of Termination
 - 1. The Owner may, at any time, terminate the Contract, in whole or in part, with or without cause for the Owner's convenience, upon thirty (30) days written notice to the Contractor. If Owner terminates the Contract for convenience, the Contractor shall be paid for acceptable Work completed through the date of termination.
 - 2. The Owner may, upon written consent of the Contractor, reinstate the terminated portion of this Contract in whole or in part if it is determined by the Owner, in its sole discretion, that it is necessary or advantageous to the Owner. Compensation shall be equitably negotiated by agreement between the Owner and Contractor.
- B. Contractor's Right of Termination
 - 1. The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
 - a. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
 - b. An act of government, such as a declaration of national emergency that requires all Work to be stopped.
 - 2. The Contractor may terminate its performance under this Contract if the Owner fails to make payments of undisputed amounts to the Contractor as required by the terms of this Contract. Prior to the termination for nonpayment, the Contractor shall give written notice to the Owner, and shall allow the Owner no fewer than sixty (60) calendar days to make payment, otherwise the termination may take effect without further notice by the Contractor.
 - 3. If the Contractor terminates the Contract for one of the reasons stated above, the Contractor will be compensated for Work completed and accepted and materials purchased and stored in accordance with the Contract Documents through the date of termination.
- C. Owner's Right of Suspension
 - 1. The Owner may, at any time, suspend this Contract, in whole or in part, with or without cause, for such period of time as determined by the Owner.
 - 2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption of the Work, except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or subject to an equitable adjustment covered under other provisions of the Contract.

ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor is responsible for job-site safety and the protection of persons and property within the Work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.
- B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, the Contractor shall immediately stop Work in the affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the material has been rendered harmless, removed or protected.
- C. As to hazardous materials, this Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).
- D. For the purposes of this Contract, the term "rendered harmless" shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

ARTICLE 9 – INDEMNITY

- A. The Contractor shall indemnify and save harmless the Owner and the Owner's officers, agents, and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the Owner submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 10 – INSURANCE AND BONDS

- A. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor's operations under the Work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.
- B. The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
 - 1. Premises – Operations.
 - 2. Independent Contractor's Protective.
 - 3. Products and Completed Operations.
 - 4. Personal and Advertising Injury.
 - 5. Contractual, including specified provisions for Contractor's obligations.
 - 6. Broad Form Property Damage, including Completed Operations.
 - 7. Owned, Non-Owned and Hired Vehicles.
 - 8. Errors and Omissions.
- C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the Contract:
 - 1. Commercial General Liability:
 - a. General Aggregate (per project) \$ 1,000,000
 - b. Products/Completed Operations \$ 1,000,000
 - c. Personal and Advertising Injury \$ 1,000,000

d. Each Occurrence	\$ 1,000,000
e. Fire Damage	\$ 50,000
f. Medical Expense (any one person)	\$ 5,000
2. Business Auto Liability (including all owned, non-owned, and hired vehicles):	
a. Combined Single Limit	\$ 1,000,000
-OR-	
b. Bodily Injury & Property Damage (each)	\$ 1,000,000
3. Workers Compensation	
a. State	Statutory
b. Employer's Liability	\$ 100,000 Per Accident \$ 500,000 Disease, Policy Limit \$100,000 Disease, Each Employee

- D. The aggregate Limits of the Contractor's Insurance shall apply, in total for this Contract. This shall be indicated on the Certificate of Insurance as "Per Project", or in an attached policy amendment.
- E. The Owner shall be listed as the certificate holder of the Contractor's Liability Insurance.
- F. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25 and shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Contractor shall supply a written endorsement to the Contractor's general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor's liability insurance policy shall be primary, and that any liability insurance of the Owner shall be secondary and noncontributory. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner.
- G. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under this Article or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the Contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of insurance shall be grounds for the immediate termination of the Contract.
- H. Bonds
The Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. If the Contractor fails to provide the Owner with a properly executed Bond as required herein, Contractor shall be in material breach of its responsibilities under the Contract.
1. Bonds shall each be in the amount of 100% of the amount of the Contract.
 2. The Surety providing the Bonds shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V" and in no case less than five (5) times the Contract amount. The Bonds shall:
 - a. be issued by a surety company licensed to do business in South Carolina; and,
 - b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
 - c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
 - d. display the Surety's' Bond Number.
- I. Property Insurance
The Contractor shall purchase and maintain Builder's Risk insurance on the Project in the amount of the Contract Sum and all subsequent modifications on a replacement cost basis. The Contractor shall be responsible for any deductibles. Such insurance shall be maintained until final payment has been made.

ARTICLE 11 – CORRECTION OF WORK

- A. The Contractor shall promptly, and with due diligence, correct Work rejected by the A/E or the Owner for failure to conform to the requirements of the Contract, whether such defective Work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient Work including additional testing and inspections and any compensation for A/E services and expenses involved.
- B. If the Contractor fails to carry out the Work in accordance with the Contract Documents, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies it may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation to the A/E, if necessary.
- C. The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

ARTICLE 12 – CONSTRUCTION BY OWNER

- A. The Owner reserves the right to do Work with its own forces or award separate contracts for Work on the same project.
- B. The Contractor agrees to allow access to the site by the Owner's workforce or separate contractor(s), and agrees to assist in coordinating the progress of the Work with the Owner.
- C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 13 – SUBCONTRACTORS

If the Contractor engages subcontractors to provide Work on the Contract, then the Contractor shall include, or cause to be included, in the agreement with those entities, all provisions contained in this Contract. Subcontractors and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 14 – COMPLETION AND CLOSEOUT

- A. The Contractor shall have completed the unfinished and defective Work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.
- B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.
- C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.
- D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 15 – GOVERNING LAW

This Contract is entered into and shall be construed and governed in accordance with the laws of the State of South Carolina. Contractor and City shall: (1) submit to the jurisdiction of the state and federal courts located in Charleston County, South Carolina; (2) waive any and all objections to jurisdiction and venue; (3) and not raise forum non conveniens as an objection to the location of any litigation.

ARTICLE 16 - MISCELLANEOUS

- A. The Contractor and Owner each bind themselves, their directors, officers, successors, executors, administrators, assigns and legal representatives to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract.

- B. This Contract represents the entire and integrated agreement between the Owner and the Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
- C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.
- D. Nothing in this Contract shall prevent the Contractor from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Work.
- E. Unless otherwise included in the Contract, nothing shall require the Contractor to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.

City of Charleston Bid Form

BID SUBMITTED BY: Name: BOHICKET CONSTRUCTION LLC
Address:

FOR PROJECT: CP10/25/17 - 10/25/17 TEST JTRC
(Number) (Name)

OFFER

1. In response to the *Invitation for Construction Bids*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City of Charleston ("Owner") in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. Bidder has submitted Bid Security as follows in the amount and form requested by the Bidding Documents:
 Bid Bond with Power of Attorney Cashier's Check
(Bidder check one)
3. Bidder, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related information and data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.
4. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:
ADDENDUM No.(s) 1, 2, 3, 4, and 5
5. Bidder acknowledges that neither the Owner nor any of its employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project cancelled for any reason prior to the issuance of the Notice to Proceed.
6. By submitting this Bid, Bidder hereby agrees to all of the terms and conditions of the *Invitation for Construction Bids* and to all of the terms and conditions of the *Instructions to Bidders*. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner. Bidder understands that Bid Alternates that are not accepted in an initial award shall remain open for acceptance for the entire period set above and for such longer period as requested by Owner and agreed to by Bidder.
7. Bidder herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the construction work in accordance with the Bidding Documents:

7.1 BASE BID: \$ 91,733.00

Written: Ninety-one thousand seven hundred thirty-three dollars

7.2 ALTERNATE BID WORK (as indicated in the Bidding Documents and generally described as follows):
 (Bidder shall STRIKE THROUGH "ADD" or "DEDUCT" so as to clearly indicate the price adjustment offered for each alternate)

ALTERNATE NO. 1: _____ ADD/DEDUCT \$ _____

(to or from BASE BID)

ALTERNATE NO. 2: _____ ADD/DEDUCT \$ _____

(to or from BASE BID)

ALTERNATE NO. 3: _____ ADD/DEDUCT \$ _____

(to or from BASE BID)

7.3 UNIT PRICE WORK

Bidder offers for the Owner's consideration and use the following UNIT PRICES. The UNIT PRICES offered by Bidder indicate the amount to be added to or deducted from the Base Bid for each item-unit combination. UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with Bidder.

NO.	ITEM	ESTIMATED QUANTITY	UNIT PRICE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

MWBE Compliance Provisions and Instructions Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Mrs. Ruth Jordan, MBE Manager, 75 Calhoun Street, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

Bidder's MBE/WBE Participation: All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms. Bidders must complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required by the Procurement Office shall be deemed non-responsive and will be ineligible for award of the Contract.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Ruth Jordan, 75 Calhoun Street, Charleston, SC 29403, (843) 973-7247, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.

AND

Affidavit B – Work to be Performed by Minority and/or Women-owned Firms

OR

Affidavit C – Intent to Perform Contract with Own Workforce, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

2. All affidavits supplied by the Bidder shall become a part of any resulting Contract between the Bidder and the City of Charleston. Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: BOHICKET CONSTRUCTION LLC

Signature

1/16/20

Date

Print Name MARION P. DAVIS JR.

PRESIDENT

Title

Witness

AFFIDAVIT A

Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of BOHICKET CONSTRUCTION LLC
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:

(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

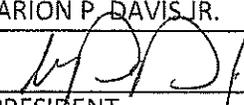
- o 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. **Complete Affidavit A, Page 2.**
- o 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- o 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- o 5. Attended any pre-solicitation meetings scheduled by the City.
- o 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- o 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***
- o 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- o 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- o 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- o 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date: 1/16/20

Name of Authorized Officer (Print/Type): MARION P. DAVIS JR.

Signature: 
Title: PRESIDENT

AFFIDAVIT A

Page 2 of 2

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

I, MARION P. DAVIS JR., hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact ABC CONSTRUCTION, AARON COPELAND Minority Firm Telephone Number <u>843-709-4643</u> Minority Firm Fax Number _____ DBE Certification Number <u>0110011081</u>	Minority Firm Address PO BOX 2163, MONCK'S CORNER, SC 29461 Minority Group Type <input checked="" type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
2. Minority Firm Name and Contact BRIGHT CONSTRUCTION, LLC, DION BRIGHT Minority Firm Telephone Number <u>843-367-8733</u> Minority Firm Fax Number _____ DBE Certification Number <u>01010919143</u>	Minority Firm Address PO BOX 30145, CHARLESTON, SC 29417 Minority Group Type <input checked="" type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
3. Minority Firm Name and Contact SALLEY CONCRETE FINISHING, LLC, FRANKIE SALLEY Minority Firm Telephone Number <u>843-538-8546</u> Minority Firm Fax Number _____ DBE Certification Number <u>0111010807</u>	Minority Firm Address 3669 MAPLE RIDGE RD, WALTERBORO, SC 29488 Minority Group Type <input checked="" type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
4. Minority Firm Name and Contact SITE SOURCE, LLC, PENNY BETCHER Minority Firm Telephone Number <u>843-899-2525</u> Minority Firm Fax Number _____ DBE Certification Number <u>0305151419</u>	Minority Firm Address 1136 BEN BARRON LANE, MONCK'S CORNER, SC 29461 Minority Group Type <input type="checkbox"/> (African American) <input checked="" type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 1/16/20 Name of Authorized Officer (Print/Type): MARION P. DAVIS JR.

Sworn to before me this 16 day of January, 2020

Notary Public for the State of South Carolina
 My Commission Expires: June 28, 2028

Print Name: Jessica Brewer
 Phone Number: 843-324-1509

Address: 137 Hobrow Bluff Dr, Mt. Pleasant
4/28/2011 South Carolina, 29464

Signature:

Title: PRESIDENT

Notary Seal:

AFFIDAVIT B

**City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses**

Affidavit of BOHICKET CONSTRUCTION LLC. I hereby certify that on the
(Name of Bidder)
CP 1819 Standby Generator for the James Island Recreation Center, Total Project Amount \$ 91,733.00
(Project Name)

I will make a good faith effort to expend a minimum of 2.52 % of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
ABC Construction 843-709-4643	B	Concrete	\$ <u>2,313.00</u>
			\$
			\$
			\$
			\$
			\$
			\$

Total MBE Participation: 2.52 % \$ 2,313.00

* Minority categories: African American (B); Hispanic (H); Asian American (A), American Indian (I); Woman Owned (W); Other (D)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 1/16/20 Name of Authorized Officer (Print/Type): Marion P. Davis Jr.
Signature: [Signature]
Title: President

Sworn to before me this 16 day of January, 2020
My Commission Expires: June 28, 2023
Print Name: Jessica Brewer
Phone Number: 843-324-1509
Address: 637 Hobcaw Bluff Drive
Mount Pleasant, SC 29464

Notary Public for the State of South Carolina
Notary Seal:

CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

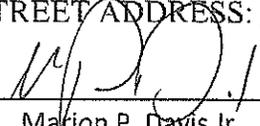
Personally appeared before me Marion P. Davis Jr. (the "Bidder seeking Local Vendor Recognition") who, after being duly sworn, does hereby depose and certify that the Bidder seeking Local Vendor Recognition identified in this bid response and who signs below meets the following qualifications for local vendor recognition as provided in Sections C and E of the City of Charleston's Procurement Policy:

1. The bid is for construction services or goods and supplies only and is greater than \$20,000;
2. Has a physical business address located within the City of Charleston and has been doing business in the City of Charleston for a period of 12 months or more prior to the bid opening date - (A post office box or temporary construction or office trailer will not be considered a place of business);
3. Has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;
4. Provides a copy of its current City of Charleston business license with its bid;
5. Provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;
6. in compliance with any applicable federal, state and local requirements regarding the type of business in which the Local Vendor is engaged.

By submitting this Affidavit, the Bidder seeking Local Vendor Recognition understands that in addition to meeting the requirements set forth above, in order for the Bidder seeking Local Vendor Recognition to qualify for local vendor recognition, his bid must be within 4% or \$10,000, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder for said construction services or goods and supplies, and he requests that the local vendor recognition as set forth in Sections C and E of the City's Procurement Policy be exercised in consideration of the contract award of this bid. Failure to complete and return this Affidavit with the specified attachments set forth above with his bid will result in not being eligible to receive the benefits of the local vendor recognition.

BUSINESS NAME: Bohicket Construction LLC

CHARLESTON STREET ADDRESS: 642 Palisades Drive, Mount Pleasant, SC 29464

SIGNATURE:  TITLE: President

By: Marion P. Davis Jr.
(Print Name)

Sworn to and subscribed before me at Charleston County,
State of South Carolina, this 16 day of January, 2020.

 (SEAL)
Notary Public for South Carolina
My Commission Expires June 28, 2028

Bond Number: PS1-18711

«Project_no» «Project_Name»
City of Charleston, SC
Department of Parks

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Bohicket Construction LLC
(Name of Principal)

AS PRINCIPAL, AND Palmetto Surety Corporation, as SURETY
(Name of Surety)

are held and firmly bound unto The City of Charleston hereinafter called the "Owner", in the penal sum of Seven Thousand Five Hundred Dollars and Zero Cents 7,500.00 Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated January 14th, 2020, for Project Name: City of Charleston Department of Parks and Project Number: CP1819.

Now, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 14th day of 1st, 2020, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

Bohicket Construction LLC
(Name of Principal)
By: [Signature]

(SEAL)



Palmetto Surety Corporation
(Name of Surety)
By: [Signature]
Scott B. Willis (AIF)

Sealed and delivered in the presence of:

DATE AND ATTACHED TO ORIGINAL BOND
PALMETTO SURETY CORPORATION INSURANCE COMPANY
CHARLESTON, SOUTH CAROLINA
POWER OF ATTORNEY

BOND NO. PS1-18711

KNOW ALL MEN BY THESE PRESENTS: That PALMETTO SURETY CORPORATION AT CHARLESTON, SOUTH CAROLINA, a South Carolina Corporation, having its principal office at Mt. Pleasant, County of Charleston, State of South Carolina, adopted the following Resolution by the directors of the company on February 10, 2003 to wit:

"RESOLVED, that the Chief Executive Officer or appointee of the company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the company, and attach the seal of the company thereto, bonds and undertaking, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of company imprinted on such powers of attorney shall be as binding upon said companies, as fully and amply, to all intents and purposes.

Its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, and all bonds and undertaking, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the Palmetto Surety Corporation Insurance Company at Mt. Pleasant, South Carolina as fully amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the PALMETTO SURETY CORPORATION INSURANCE COMPANY AT MT. PLEASANT, SOUTH CAROLINA, has caused this to be signed by its authorized officer this 2nd day of January, 2020.

Scott B. Willis

Scott B. Willis, Chief Executive Officer



South Carolina
County of Charleston

On this 2nd day of January, 2020 before me personally came Scott B. Willis, to me know, who being duly sworn, did depose and say that they are Scott B. Willis, Chief Executive Officer of Palmetto Surety Corporation, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

DOLLIE T. PILSON
Notary Public, State of South Carolina
My Commission Expires April 16, 2023

Dollie T. Pilson

Dollie Pilson, Notary Public

State of South Carolina
County of Charleston

I, the Chairman of the Board of Palmetto Surety Corporation, do hereby certify that the authority to issue a power of attorney as approved by the Board of Directors resolution shall remain in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Mt. Pleasant, South Carolina. Dated this 14th day of January, 2020



Stephen M. Cole



ADDENDUM NO. 1

November 20, 2019

RE: CP 1819 FEMA Standby Generator at JIRC

FROM: City of Charleston Department of Parks
823 Meeting Street
Charleston, SC 29403

TO: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. **Acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification.**

CHANGES TO PRE-BID AND BID DATES

1. The pre-bid date has been changed to December 3, 2019. Pre-bid meeting shall remain at 3:00 PM in conference room A of the Department of Parks, 2nd Floor, 823 Meeting Street, Charleston, SC 29403
2. The bid date has been changed to December 17th, 2019. Bid shall remain at the location of the pre-bid and the time of 3:00 PM for opening of bids is not changed.

AVAILABILITY OF DOCUMENTS

1. Contract documents are now scheduled to be available at aeplanroom.com no sooner than the close of business on November 25th, 2019.

The City of Charleston apologizes for any inconvenience.

END OF ADDENDUM

ADDENDUM NO. 2

November 26, 2019

RE: CP 1819 Standby Generator for the James Island Recreation Center

FROM: City of Charleston Department of Parks
823 Meeting Street
Charleston, SC 29403

TO: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. **Acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification.**

CHANGES TO PRE-BID AND BID DATES

1. The pre-bid date has been changed to December 17, 2019. Pre-bid meeting shall remain at 10:00 AM in conference room A of the Department of Parks, 2nd Floor, 823 Meeting Street, Charleston, SC 29403.
2. The bid date has been changed to January 9, 2020. Bid shall remain at the location of the pre-bid and the time of 3:00 PM for opening of bids is not changed.

AVAILABILITY OF DOCUMENTS

1. Contract documents are now scheduled to be available at aeplanroom.com no sooner than the close of business on December 11th, 2019.

The City of Charleston apologizes again to all perspective bidders for any inconvenience.

END OF ADDENDUM

ADDENDUM NO. 3

December 17, 2019

RE: CP 1819 New Standby Generator for the James Island Recreation Center

FROM: City of Charleston Department of Parks
823 Meeting Street
Charleston, SC 29403

TO: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. **Acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification.**

Attachments:

Pre-bid Agenda (5 pages)

Pre-bid Sign in sheet (2 pages)

The City of Charleston apologizes again to all perspective bidders for any inconvenience.

END OF ADDENDUM 3



*Edmund V. Most
Deputy Director*

1

*City of Charleston
South Carolina
Department of Parks*

Pre- Bid Conference Agenda

Projects: CP 1815, CP 1818, and CP 1819

Date: Tuesday, December 17th, 2019 from 9:00 AM to 10:30 AM

Location of pre-bid conference: 823 Meeting Street, 2nd floor, Conference Room B, Charleston, SC 29403

A. Introductions

1. Project Manager: City of Charleston, Department of Parks – Ed Boimest
2. Engineer: Johnny Deden, PE. Charleston Engineering
3. Minority Business Officer: City of Charleston – Ruth Jordan
4. Deputy Director, Parks-Capital Projects- Edmund Most
5. JIRC Recreation Manager: Alison Weaver
6. Introduce any others as applicable

B. Sign-in Sheet

1. All attendees shall provide the name of the firm they represent on the sign-in sheet. This shall be the same name as shown on their SC Contractors License and on the Bid Form. *Please make this legible. Please provide business cards, if available, in case some of the information on the sign-in sheet is not legible.
2. **A sign in sheet for each project must be filled out. This will be included in addendum 3 for each project, which will also include this combination agenda**

C. Project Scope

1. Project scopes are very similar, however, there are no generators currently at CP 1818 or CP 1819, which makes the demolition notes not applicable to those facilities. Scopes include removal of existing generators, tanks, and foundations (as applicable), and furnishing and installing all new generators, tanks below, necessary foundations, all electrical work required, screen wall and gate system at FS 2/3 only, minor patching and paving at FS 2/3 only, start-up, testing, and owner training. Fuel required for specified testing shall be furnished by the successful GC.

D. Plans/Specifications

1. Available from: A&E Digital Printing – 517 King Street, Charleston, SC 29403 (aeplanroom.com)
2. Addenda: Distributed through A&E Digital Printing.
3. Addenda: Also posted on our Bidline site

E. Written Word

1. Only the written word as contained in the Bid Documents, including any addenda that may be issued, shall be valid.
2. It is the Bidders responsibility to read and review all of the Bid Documents, including addenda.
3. Statements made by the Project Manager or the A/E are for the sole purpose of calling the Bidders' attention to items of importance in the Bid Documents.
4. All questions or requests for clarification must be submitted in writing to the project manager. All responses will be made in the form of addenda to the Bid Documents.

F. Bid Opening

1. Bids will be opened on **Thursday, January 9, 2020 at 2pm, 2:30 PM, and 3:00 PM.**
Location: Department of Parks, 823 Meeting Street, 2nd Floor, Capital Projects Division. It is the intent of the City to award a Contract for the lowest responsive bid submitted by a responsible Bidder.
2. Bidders shall not qualify their bid.
3. Bids sent by mail or other special delivery service (UPS, FED-/EX, etc.), should be labeled "Sealed Bid Enclosed" and shall be received at the address indicated prior to the time of the bid opening. Bids not received prior to the time of bid opening shall be rejected as being nonresponsive.
4. Bidders shall be responsible for having their bid at the designated place for receiving bids no later than the time set for the bid opening. Once the bidding has been declared closed, all late bids, including bids improperly delivered, shall be rejected as being nonresponsive.
5. Each bid shall have bid security of not less than 5% of the sum of the Base Bid.
6. The successful Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, each in the full amount of the contract price.
7. Bidders should verify their ability to comply with all bonding and insurance requirements prior to submitting a bid. Insurance requirements are described in the draft contract.
8. Bidders shall be licensed in accordance with the requirements of the South Carolina Contractor's Licensing Board.

G. Bid Form

1. Bidders shall indicate the form of the Bid Security (Bid Bond or cashier's check) on the Bid Form.
2. Bidders shall acknowledge all addenda.
3. By submitting a bid, Bidders agree that the Base Bid price and the Bid Alternate(s) price(s) shall not be revoked or withdrawn for 60 days.
4. Base Bid shall be shown in figures only.
5. Alternates (when included): Bidders should strike through "ADD" or DEDUCT" so as to clearly indicate the price adjustment for each alternate.
6. Unit Prices (when included): The Bidder should furnish requested unit prices.

H. Substitutions

1. Materials and products listed in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by a proposed substitution.
2. References in the Bid Documents to the words 'or equal' and 'or approved equal' shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.
3. Requests for substitutions must be submitted to the PM in writing by Friday, December 27th, 2019, by 12:00pm. Proof of equality of substitutions is the responsibility of the proposer. The PM's decision, via the consultants as applicable, to approve or disapprove the requested substitution shall be final.
4. The PM/Architect shall include in an addendum the approved substitutions. Substitution requests not approved by the PM and the A/E may be listed in an addendum at the A/E's option.

I. Addenda

1. Addendums 3, which will include the list of the attendees and the Pre-Bid Meeting Minutes, will

be issued on Wednesday, December 18th, 2019 by 5:00 PM. Please check A&E digital for all addenda. Addenda will also be posted on the City's Bidline site as a convenience only. No plans or specifications are available on that site.

2. No addenda will be issued later than Friday, January 3rd, 2020 by 5:00pm. All questions should be submitted in writing to the project manager by Monday, December 30th, 2019 by 4:00 pm.
3. It is the Bidders responsibility to determine, prior to submitting a bid, that all addenda issued have been received.
4. **IF SUBMITTING QUESTIONS FOR THE PROJECTS, PLEASE BE SURE THAT THE APPLICABLE PROJECT NUMBER IS LISTED IN THE SUBJECT LINE. IF QUESTIONS APPLY TO ALL PROJECTS, YOU MUST SEND AN EMAIL FOR EACH PROJECT TO HELP AVOID ANY CONFUSION OR CAUSE THE PM TO "MISS" AN IMPORTANT INQUIRY OR CONCERN. THE PM WILL, IN TURN, ANSWER EACH QUESTION FOR EACH PROJECT VIA ADDENDUM EVEN IF REPETITIVE**

J. Time of Contract Performance / Rain Days

1. The Date of Commencement shall be established in the Notice to Proceed. This is expected to be early February 2020, providing that the projects are within budget.
2. Number of calendar days for construction to reach Substantial Completion: Refer to the Instructions to Bidders for each project please
3. Number of calendar days to reach Final Completion: Refer to the contract (30 calendar days).
4. Substantial Completion is considered the ability to use and operate the facility as it is intended. The awarded contractor will be required to complete all work, including punch-list items, and be demobilized in order for the facility to be considered for Final Completion.
5. The Contractor shall install a rain gauge on-site (not near any irrigation heads) and submit logging information and requested rain days along with Payment Applications for approval each month. Per the contract, 5 rain days per month are anticipated in the contractual completion date.
6. Per the contract, work schedule is allowed from 7am to 7pm Monday through Friday. Some weekend work may be permitted given approval from the City in advance. **PLEASE NOTE THAT SHIFT CHANGE OCCURS AT THE FIRE STATIONS (CP 1815) FROM APPX. 7:00 AM TO 9:00 AM. IT IS VITAL THAT CONSTRUCTION WORK DOES NOT INTERFERE WITH THIS CHANGE IN PERSONNEL. PLEASE SCHEDULE ANY DELIVERIES OR OUTAGES AT LEAST 72 HOURS IN ADVANCE WITH THE PM. DO NOT SCHEDULE ANYTHING DIRECTLY WITH FACILITIES PERSONNEL.**

K. Liquidated Damages:

1. Liquidated Damages in the amount of \$ 1,000.00 per day shall be applied for failure to reach Substantial Completion within the contract time limits, and/or for failure to reach Final Completion within the contract time limits.

2.

L. Agreements

1. An incomplete bid, or information not requested that is written on or attached to the Bid Form, could be considered a qualification of the Bid and may be cause for rejection of the Bid.
2. Failure of the Bidder to indicate a price for a Bid Alternate shall render the Bid non-responsive.
3. Bid Alternates may be accepted by the City in any combination or order at the sole discretion of the City.
4. To support the City's evaluation of the Bidders' responsibility, it may request the prospective contractor to furnish information on its experience and capability.
5. The successful bidder shall maintain a business license with the City of Charleston for the duration of this contract along with any other licenses required.
6. By signing the Bid, the Bidder certifies that it will provide a "Drug-free Workplace" as required by SC law.
7. The project may be cancelled for the convenience of the City at any time prior to issuance of the

Notice to Proceed.

M. Insurance and Bonds

1. Bidders should verify their ability to comply with all insurance and bonding requirements of the project prior to submittal of their bid.
2. Insurance requirements are described in the General Conditions.

N. Minority Business Enterprise Goals

1. This project is subject to the goals of the City of Charleston's Minority Business Enterprise program. POC is Mrs. Ruth Jordan, 843-724-7434, at jordanr@charleston-sc.gov
2. Goals are 20% combined MWBE participation.
3. The MWBE Program requirements are outlined in five pages within the bid documents. All Bidders must complete and return their Affidavits A & B or Affidavit C.
4. Failure to include the required MWBE paperwork will render the bid non-responsive.
5. Mrs. Jordan is a great resource. Please call her if you have any questions or if you need assistance accessing our data base of MWBE registered firms.

O. Additional Items from the Architect

1. Project Plan Review has been initiated with the City of Charleston; it will be the responsibility of the successful bidder to secure the Permit and either upgrade or obtain a City of Charleston Business License prior to any work being started. **The permit will be issued free of charge.**

P. Questions

1. All questions will be answered in writing in the addendum.
2. Questions after the pre-bid conference and during the bidding stage concerning front-end documents should be directed to the PM
3. The A/E will, when necessary, provide answers to questions and other clarifying information to Bidders by addendum in conjunction with the PM.
4. All lines of communication during the bidding stage should be through the PM via email: boineste@charleston-sc.gov
5. Deadline for questions is Monday, December 30th, 2019 by 4:00 PM.

R. Closing

1. Addendum 3, which will include the list of the attendees and the Pre-Bid Meeting Minutes, will be issued on Wednesday, December 30, 2019 no later than 5:00 PM
2. Everyone must acknowledge receipt of the addendum on their bid form.
3. Remind attendees to sign the sign-in sheet and provide all other requested information on the sign-in sheet before leaving the Pre-bid.
4. Please keep in mind;
 - a. Late bids shall be rejected as non-responsive.
 - b. Bids without proper bid security or qualified bids shall be rejected as nonresponsive.
 - c. Bid **ALL** alternates included on the Bid Form if applicable. There are currently no alternates.

S. Additional Site Visits

1. **AS IT IS VERY DIFFICULT TO TRY AND SCHEDULE GROUP SITE VISITS TO ALL THE FACILITIES INVOLVED, CAPITAL PROJECTS HAS PROPOSED THE FOLLOWING DATES TO REVIEW THE EXISTING CONDITIONS AT EACH SITE AS FOLLOWS:**

CP 1815 FIRE STATIONS

FRIDAY, DECEMBER 20TH, 2019 FROM 9:30 AM TO 11:30 AM
FRIDAY, DECEMBER 27TH, 2019 FROM 9:30 AM TO 11:30 AM

IF THE STATION PERSONNEL ARE AWAY ON A CALL DURING YOUR VISIT AND THE STATION IS NOT ACCESSIBLE, PLEASE ADVISE THE PM AND HE WILL ARRANGE FOR YOU TO BE ABLE TO ACCESS THE ELECTRICAL ROOMS.

CP 1818 TEAM 4

TEAM 4 IS A SECURED BUILDING AND THE PM MUST BE WITH ALL VISITORS. I PLAN TO BE AT TEAM 4 THIS FRIDAY, THE 20TH AT 1:00 PM AND NEXT FRIDAY AT 1:00 PM TO ASSIST WITH YOUR VISIT. PLEASE DO NOT GO TO TEAM 4 UNLESS YOU ARE LOOKING AT THE SITE WORK/LOCATION OF THE GENERATOR, ETC. ONLY. YOU WILL NOT BE ALLOWED TO VIEW THE ELECTRICAL ROOM WITHOUT MY PRESENCE. THERE CAN BE NO EXCEPTIONS.

CP 1819 JAMES ISLAND RECREATION CENTER

THE JIRC OPENS DAILY (M-F) FROM 9 TO 5. YOU MAY GO TO THE JIRC AT ANY TIME, HOWEVER YOU ARE REQUIRED TO CHECK IN AT THE FRONT DESK PRIOR TO REVIEWING THE SITE AND THE ELECTRICAL ROOM. THIS IS A VERY BUSY CENTER SO PLEASE BE SAFE UPON ENTERING THE PROPERTY AND DRIVING TO THE LOCATION BEYOND THE POOL.

Thanks for your attendance and interest in the City of Charleston

John F. Finkbeiner
Mayor



City of Charleston
South Carolina

Department of Parks

John Finkbeiner
Mayor

Pre-Bid Meeting Sign-in Sheet

Project: CP1819 : New Standby Generator for the James Island Recreation Center

Pre Bid Date/Time/Location: 12/17/19 @ 823 Meeting St at 10:00 AM Mandatory Non Mandatory

Bids Due: January 9, 2020 at 3:00 PM - 823 Meeting Street, 2nd floor, Conference Room A

COMPANY	MAILING ADDRESS	CONTACT NO.	EMAIL	CONTACT NAME
Feyen Zylstra	3 Lockwood Dr Unit 303 Ches.	843-534-8356	stacey@fzcorp.com	Stacey Thomas
Blanchard 411 Power Systems	153 Farmington Dr Summerville SC 29483	843-412-6824	sheryl@blanchardmachinery.com	Sara Cox
Soil Consultants	PO BOX 493 Ches SC 29539	843-733-4539	desodjan@soilconsultantsinc.com	ZACHARY CROSSMAN
Bobicket Construction	642 Palisades Dr. Mt. Pleasant, SC 29564	843-696-5655	marion@bobicket.org	Marion Davis
Southern Energy Resources	281 Timberm 11dr Lexington SC	843-359-5774	Zachm@Southerner.com	Zach Madsen
COMMINS POWER SYSTEMS	231 FARMINGTON RD SUMMERVILLE, SC 29483	843-841-1013	KEVIN@COMMINS.COM	KEVIN LUTHER
DNB Electric	310 cedar creek Dr Lexington SC 29072	803-417-3229	Zach@DNBElectric.com	Zachary Herold

Automation Experts Charleston Inc	590 Beach Hill Rd Summerville SC 29485	843 647 4023	Andrew @ automationexperts.com	Andrew Pynda
Meridian Automation + Consultation	4600 Buff Rd, Unit C N. Charleston SC 29419	843 552 1412	alex @ meridianac.com	Drew Cook
LCSElectric	1609 Johnson Market Rd Chapin, SC 29036	(803) 707-9907	lcselectric@yahoo.com	Dexter Manne
Meridian Automation + Communications	4600 Buff Rd Unit C N Charleston, SC	843-552-1412	harvey @ merid.amer.com	Terrill Harney
LTL Contractors Inc	510 W Main St Andrews, SC 29510	C. 478-494-5505 O: 843-204-2450	dhigbe @ llcontractors.com	DeAnna Higbe
Page Power Systems, Inc	3340 Kishwood Rd. Easton, NC 28054	(704) 864-7390	guy @ page-power-systems.com	Guy Dill
Power Systems	P.O. Box 582 Lexton, VA 22002	803 951-7321	mel @ power-systems.com	Mel Woods
MAAPACK Construction	Walter Turkey Rd #29412	RAY MAYN	RAY @ MAAPACK-NS.COM	Larry Brewer 843-924-5350
CITY OF CHAS	823 METTIS ST. CHAS 29403	843-579-7552	beinste @ charleston-sc.gov	Sir Henry

ADDENDUM NO. 4

January 3, 2020

RE: CP 1819 Standby Generator for the James Island
Recreation Center

FROM: City of Charleston Department of Parks
823 Meeting Street
Charleston, SC 29403

TO: Prospective Bidders

This addendum forms a part of the Contract Documents and
modifies the original Bidding Documents as noted below.

**Acknowledge receipt of this addendum on the Bid Form.
Failure to do so may subject the Bidder to disqualification.**

CHANGE TO BID DATE

Due to several requests for equipment substitution approval, the
bid date shall be extended to January 16th, 2020. The time and
place for the bid shall remain unchanged which is 3:00 PM at 823
Meeting Street, Conference Room A, on the 2nd Floor.

End of Addendum #4

ADDENDUM NO. 5

January 9, 2020

RE: CP 1819 Standby Generator at James Island Recreation
Center

FROM: City of Charleston Department of Parks
823 Meeting Street
Charleston, SC 29403

TO: Prospective Bidders

This addendum forms a part of the Contract Documents and
modifies the original Bidding Documents as noted below.

**Acknowledge receipt of this addendum on the Bid Form.
Failure to do so may subject the Bidder to disqualification.**

1. SUBSTITUTION REQUESTS

Generator Manufacturer

**“To be considered equal, the generator must meet all
project specifications and be able to list five installations I
n the tri-county area”**

2. FIRE MARSHALL COMMENTS

Install NFPA 704 placard on fuel tank. Hazard severity
numbers for interior signs shall be not less than: 2 inch tall, 1.4

inch wide, with a 5/16 inch stroke. The exterior edge of the sign shall measure 5 inch along each of the four faces. The interior perimeter of each individual diamond shall measure 2.5 inch across each side (IFC 5003.5, NFPA 704).

End of Addendum #5

COMMITTEE / COUNCIL AGENDA

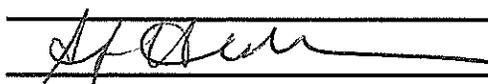
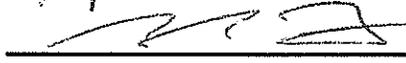
14.)

TO: John J. Tecklenburg, Mayor
FROM: Matthew Fountain DEPT. Stormwater Management
SUBJECT: INCREASE OF COUNCIL AUTHORIZED NOT TO EXCEED FEE WITH JLA FOR NPDES PLAN REVIEW SERVICES
REQUEST:

Approval of a \$50,000 increase to the existing NPDES Stormwater Plan Review Services Contract with Johnson, Laschober, and Associates. This will increase the contract amount from \$75,000 to \$125,000. The original contract was previously approved in the 2020 Stormwater Budget.

COMMITTEE OF COUNCIL: Ways & Means DATE: February 25, 2020

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

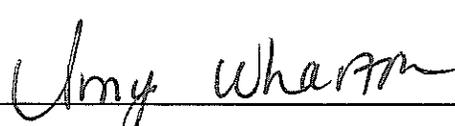
	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Dir. of SW Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

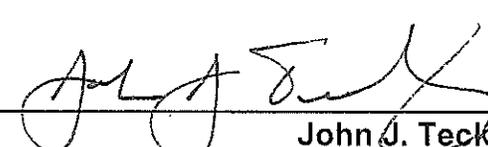
If yes, provide the following: Dept/Div SW Mgmt-Proj. Mgmt Acct # 193010-52206

Balance in Account \$1,351,765 Amount needed for this item \$50,000

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: 2020 Stormwater Budget

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.



JOHN J. TECKLENBURG
MAYOR

City of Charleston
South Carolina
Clerk of Council Department

VANESSA TURNER MAYBANK
CLERK OF COUNCIL

December 11, 2019

Ms. Amy Wharton, CFO
City of Charleston
116 Meeting Street
Charleston, SC 29401

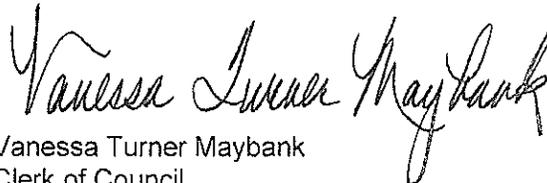
**Re: STORMWATER MANAGEMENT
JLA CONTRACT EXTENSION FOR NPDES PLAN REVIEW SERVICES**

Dear Ms. Wharton:

The Committee on Ways and Means and City Council, at their respective meetings on October 8, 2019, approved of a one year contract extension with Johnson, Lachober & Associates in a not to exceed amount of \$75,000 for NPDES Plan Review. This is the second contract extension of a max 2 allowed. Stormwater Plan Reviews will experience significant delays without the extension and funding associated with this request. This contract extension will be funded from available personnel budget due to vacant positions related to NPDES Plan Review. Budgeted amount is anticipated for expenditure in remainder of FY2019. Approval of this contract also approves a budget transfer of \$75,000 from 193010-5110 Stormwater Full-Time Salaries.

Enclosed please find a copy of the contract for your records. One original will be retained in the Clerk's office. By copy of this letter, one original is being sent to Matt Fountain to obtain JLA signature. Upon signature by JLA, I ask that the original be returned to the Clerk of Council's office.

Sincerely,


Vanessa Turner Maybank
Clerk of Council

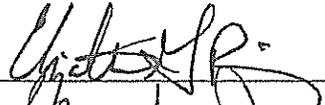
VTM/sj

Enclosure: As Stated

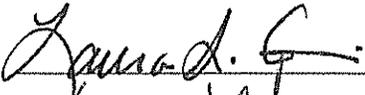
cc: ~~Matt Fountain (w/one(1) original document)~~
Andrew Jones (w/o documents)
Matt Frohlich (w/o documents)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, sealed and delivered, by and through the undersigned agents, as of the date stated above.

WITNESS

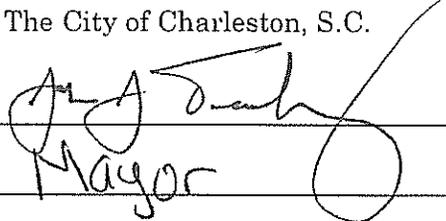


Sarah J. Emerson
(as to City)



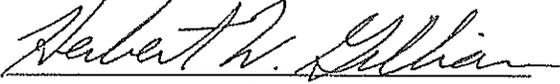
David G. Kuylenstierna
(as to Contractor)

The City of Charleston, S.C.

By: 

Title: Mayor

Johnson, Laschober & Associates, P.C.

By: 

Title: VICE PRESIDENT

4. The Contractor shall bill only for work according to Exhibit A, Exhibit C and Exhibit D as approved by the City and the proposed pricing for such work as shown in Exhibit D. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.
5. The Contractor agrees to send any and all reports of services performed by the Contractor to the City on a regular basis and to the agreed upon City Representative.

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed two (2) additional one (1) year periods.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed \$250,000.00 (Two Hundred and Fifty Thousand Dollars and Zero Cents) per year for goods and/or services provided in accordance with the Request for Proposal and the Contractor's Proposal Response and Cost Proposal. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

- A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.
- B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor is required to incorporate into the project. Machinery, equipment, material and supplies used without the required prior approval of the City shall be at the risk of subsequent rejection by the City at no cost to the City.

- C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.

§5. SUBCONTRACTORS

- A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended Subcontractors, the Subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested by the City.
- B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City's Director of Procurement.
- C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.
- D. If at any time the City's Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.
- E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.

§6. INDEMNIFICATION

Except for expenses or liabilities incurred by the Contractor arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including

Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements which are set forth in Exhibit B.

§8. GRATUITIES AND KICKBACKS

Gratuities. It shall be unethical and a violation of this Agreement by the Contractor for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or bid therefore.

Kickbacks. It shall be unethical and a violation of this Agreement by the Contractor for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the Contractor, or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

§9. TERMINATION

For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor within thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

§10. ASSIGNMENT

The Contractor shall not assign in whole or in part any part of this Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under this Agreement without the prior written consent of the City.

§11. NOTICES

All notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To:
City of Charleston
John J. Tecklenburg
Mayor
PO Box 304
Charleston, SC 29402

To:
Johnson, Laschober & Associates, P.C.
Herbert W. Gilliam, P.E.
Partner, Civil Department Head
PO Box 2413
Mount Pleasant, SC 29465

With copies to:

City of Charleston
Legal Department
50 Broad Street
Charleston, SC 29401

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

§12. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City's Procurement Director shall make all change orders to this Agreement in writing. The City shall not be bound by any change in this Agreement unless approved in writing by the Procurement Director.

§13. ENTIRE AGREEMENT

This document and its Exhibits constitute the entire Agreement between the parties and all previous negotiations leading thereto. This Agreement shall be modified only by a written agreement signed by the City and the Contractor.

§14. GOVERNING LAWS

The laws of the State of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas.

§15. LICENSE AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction as necessary to fully perform its obligations pursuant to this Agreement. The Contractor shall provide a copy of its valid City of Charleston Business License to the City upon the execution of this Agreement.

§16. PUBLICITY RELEASES

The Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, the Contractor shall only be permitted to use the name of the City and the type and duration of this Agreement in any news releases provided the Contractor shall first have obtained the prior written approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City's employees unless it is a direct quote from the Public Information Officer of the City.

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all sub-contractors in accordance with IRCA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

§19. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities (including but not limited to any laws, ordinances or regulations relating to the SC Department of Revenue or the SC Board of Contractors) shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with

any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in this Agreement.

§21. BACKGROUND CHECK

The City reserves the right to conduct criminal background checks on individuals assigned to this project, including the Contractor, its employees, agents or Subcontractors.

§22. SC STATE AND LOCAL TAX

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT form I-312, Nonresident Taxpayer Registration Affidavit Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of this Agreement that is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

The Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of the Contractor's failure to pay any tax of any type due in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

Nichelle Steele

Date: 10/27/17

John J. Tecklenburg
Mayor

Date: 10/27/17

Annique Cook
Name

Date: 10/24/17

WITNESSES FOR VENDOR:

[Signature]
Name

Date: 9/29/17

Herbert W. Gilliam
Herbert W. Gilliam, P.E.
Partner, Civil Department Head

Date: SEPTEMBER 29, 2017

William T. Spohn
Name

Date: 9/29/17