

AMENDED LOCATION

March 24, 2020

4:30 p.m.

Conference Call:

1-929-205-6099

Access Code:

225906695

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilwoman Delcioppo
2. Approval of Minutes:

March 10, 2020
3. Bids and Purchases
4. Budget Finance and Revenue Collections: Approval of Worker’s Comp renewal with Safety National in the amount of \$417,015. The 2020/2021 policy renewal rate is flat but the premium is increasing due to the increased payroll. This policy runs April 1, 2020 to April 1, 2021.
5. Office of Cultural Affairs: Approval to apply for \$6,000 from South Carolina PRT’s Tourism Advertising Grant Program, to support the 2020 MOJA Arts Festival. A 3:1 City match is required. Matching funds will come from corporate sponsorship and private donation.
6. Office of Cultural Affairs: Approval to apply for \$1,000 from the Jerry and Anita Zucker Family Endowment Fund of the Coastal Community Foundation. Funds will be used to support outreach programming in association with the 2020 Piccolo Spoleto Festival. No City match is required.
7. Police Department: Approval to submit the 2020 State Homeland Security Grant. If awarded, the grant will fund a tactical rescue and response vehicle for use in active shooter situations and other critical incidents. The anticipated project cost is \$307,175. A cash match of 25% (\$76,794) is being offered for this grant. The match will be budgeted for FY2021. Due to time constraints, this is an after-the-fact approval request.
8. Police Department: Approval to submit the FY2021 Victims of Crime Act Grant (VOCA). If awarded, the grant will continue funding for the salary and fringe benefits of one (1) Elder Abuse Advocate and one (1) Resource Specialist assigned to the Family Violence Unit. The anticipated project cost is \$94,674. A cash match of 20% (\$18,935) is required for this grant. The grant is due on April 1st.
9. Resiliency: Approval to submit the 2021 SC DHEC Solid Waste Reduction & Recycling grant application (\$25,000) to support a pilot program to recycle mattresses and support outreach and education efforts around new garbage routes and schedules. The grant application is due on April 3, 2020. No City match is required.

10. Stormwater Management: Approval of Dunoon Drive Drainage Improvement Construction Contract with B&C Land Development in the amount of \$64,840 for the installation of a storm drain system (450 linear feet of 6" pipe) to reduce ongoing flooding concerns for properties along Dunoon Drive. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000, to the extent project contingency funds exist in the Council approved budget. Approval of this Construction Contract will institute a project budget of \$71,324 of which \$64,840 will be obligated for the contract. The funding source for this project is the Drainage Fund.
11. Stormwater Management: Approval of Spring Fishburne US17 Phase 3 Fee Amendment #20 with Davis & Floyd in the amount of \$428,757 for additional CEI services based upon the continuation of services beyond the revised construction contract end date of 11 October 2019 to the proposed contract end date of 19 May 2020 and covers anticipated additional effort between the latest project date of completion (31 July 2020). The current CEI services contract will expire 31 March 2020. Approval of Fee Amendment #20 will increase the Phase 3 portion of the overall Professional Services Contract by \$428,757 (from \$6,496,769 to \$6,925,526). The funding sources for this project are: State Infrastructure Bank (\$49,000,000), Capital Contribution (\$59,532), and Drainage Fund (\$42,000).
12. Stormwater Management: Approval of Spring/Fishburne Drainage Improvements Phase 3 Change Order #12 to the Construction Contract with Jay Dee Contractors, Inc., in the amount of \$457,875 with the funds coming from the Owner's Contingency Cash Allowance (OCCA) resulting in a \$0.00 change order and no impact on the project budget as a whole. Change Order #12 is for additional costs associated with video inspection of 6 drop shafts (\$7,875) and a Negotiated Global Settlement for all outstanding claims/change proposals (\$450,000) including claims associated with grouting multiple shafts, tunnel tour date of 10/4/19, and removal of sediment from the Line St. drop shaft. This Change Order also adds 225 days to the calendar for substantial completion setting a new substantial completion date of 5/19/2020. Approval of Change Order #12 will obligate \$0.00 of the project budget. Costs for the Change Order (\$457,875) will come out of the approved OCCA of \$2,000,000 (balance of OCCA for the project is \$315,098.89).
13. Parks-Capital Projects: Approval of Low Battery Seawall Repairs-Phase 1 Change Order #1 in the amount of \$328,191 for a new pile redesign and implementation based on existing pile conflicts that were discovered during exploratory excavation and coring to verify existing pile design. Approval of this change order also adds 25 days to the date of substantial completion setting a new date of 1/8/2021. Approval of Change Order #1 will increase the construction contract by \$328,191 (from \$10,930,451 to \$11,258,642). The funding sources for this project are: Hospitality Funds (\$13,08,957.53), Municipal Accommodations Tax Funds (\$12,382,816), and Charleston County Accommodations Tax Fees (\$400,000).
14. Parks-Capital Projects: Approval of St. Julian Devine Landscape Renovations Construction Contract with AOS Specialty Contractors, Inc. in the amount of \$399,557 for site and landscape improvements at the St. Julian Devine Community Center. Approval of this Construction Contract will obligate \$399,557 of the project budget \$3,110,000. 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 Charleston Parks Conservancy Contribution (\$210,000).

15. Parks-Capital Projects: Approval of St. Julian Devine Improvement Change Order #2 with Satchel Construction, LLC, in the amount of \$55,619.98 to provide and install new pendant lights on floors 1 & 3, paint exposed brick, remove and replace tile base, repairs to roof decking, replace breakroom cabinets, locker, and entrance door glass, painting changes on all floors, and replace aluminum storefront double doors at north entrance. Approval of this change order also adds 7 days to the date of substantial completing setting a new date of 7/30/2020. Approval of Change Order #2 will increase the Construction Contract by \$55,619.98 (from \$599,066.03 to \$654,686.01). 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).
16. Parks-Capital Projects: Approval of Stoney Field Improvements increase to P162427 for LED Lighting Improvements with National Energy Solutions in the amount of \$9,692 for the relocation of the breaker panels from the top of 4 poles to a safer, more easily accessible location close to ground level. Approval to increase P162427 will increase the PO amount by \$9,692 (from \$294,391.12 to \$304,353.12). Funding for this project is 2005 GO Bond (\$399,048), 2018 GO Bond (\$2,600,000), Hospitality Funds (\$1,250,000), and a Capital Contribution (\$19,432.50).
17. Fire Department: Approval to apply for a HMEP grant in the amount of \$10,500 for the Charleston FD Haz-Mat Team to attend specialized training. A 20% in-kind match is required for this grant. Salaries of personnel attending classes will be used as the match.
18. Legal Department: Approval of a Mutual Termination Agreement with Charleston Parks Conservancy regarding donations for the Municipal Golf Course
19. **The Committee on Real Estate (Meeting was held on Monday, March 23, 2020 at 3:30 p.m., Conference Call: 1-929-205-6099; Access Code: 347127488)**
 - a. Approval to authorize the Mayor to execute the Agreement of Purchase and Sale between the City of Charleston and Shawn Elaine Anderson conveying the property located at 4 Nunan Street for the purchase price of \$201,834. This property is being sold subject to the City of Charleston Single Family Affordable Restrictive Covenants with an affordability period of 90 years. (4 Nunan Street: TMS: 460-07-02-221) (Ordinance)
 - b. Request approval of an Agreement with Charleston Water System (CWS) for the City to Grant Permanent and Temporary Easements on TMS 343-02-00-139, a City Owned Property on Plymouth Ave on James Island for the Installation and Maintenance of a Water Main. This CWS Project is to replace a damaged water main to restore redundant water service to James Island. ***(To be sent under separate cover by the Real Estate Department)***

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 schumacherj@charleston-sc.gov three business days prior to the meeting.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Chief Daniel Curia **DEPT.** Fire Department

SUBJECT: HIGH WATER VEHICLE

REQUEST: Approval to purchase a High Water Vehicle from Allsource Enterprises, LLC DBA Safe Industries, 5031 Hwy. 153, Easley, SC 29642.
Solicitation #20-P008R

COMMITTEE OF COUNCIL: Ways & Means **DATE:** March 24, 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"/>
City Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Theresa M. Guis</i>	<input type="checkbox"/>
Government Division	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Long Long</i>	<input type="checkbox"/>

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

If yes, provide the following: Dept./Div.: 062020 Account #: 53015

Balance in Account * Amount needed for this item 8256,750.00 *all*

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

NEED: Identify any critical time constraint(s).

CFO's Signature: *Mattie*, Dept CFO for Army White, CFO

FISCAL IMPACT: 2020 Lease Purchase Funds

Mayor's Signature: *John J. Tecklenburg*
 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.

Score-Sheet

High Water Vehicle

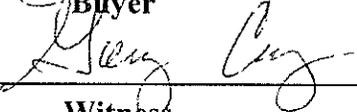
Solicitation #20-P008R

March 12, 2020

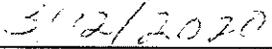
Firm	Scores of Scorers				Total Score
General Truck Body	41	74	69		184
Safe Industries	97	95	92		284
Spartan Fire & Emergency Apparatus	85	80	77		242



Buyer



Witness



Date



Date



SAFE INDUSTRIES

Official Proposal for City of Charleston

All Source Enterprises LLC. DBA Safe Industries herewith submits a specification of an Apparatus manufactured by Fire Equipment Sales and Services March 4, 2020 in response to the specification request and in compliance with the description and specifications outlined in the meetings held with City of Charleston for:

Package:	FES High Water Vehicle with an International MV607 Chassis, a Cummins L9 330HP Engine, Communications Package as Specified, FireCom Intercom System, Custom Fabricated Flatbed Body with Aluminum Framed Canopy and Vinyl Top, a Hydraulic Lift Gate and Custom Fabricated Slide Ladders on the Rear of the Body	
	<ul style="list-style-type: none">• Prior to Delivery of the Apparatus, Safe Industries Will Perform a Bumper to Bumper Inspection and Pump Test at No Cost to the Customer.• Preconstruction for Four (4) Department Personnel and Final Inspection for Three (3) Department Personnel Ground Travel, Meals and Expenses• South Carolina Infrastructure Maintenance Fee	Included Included \$500.00
Total of Package:		<u>\$250,000.00</u>

Performance Bond Option:

- A Performance Bond Can be Provided Priced at \$25.00 per One Thousand Dollars of the Contract Total.
- Total for a 100% Performance Bond Provided on the Proposed Package Price as Listed Above: \$6,250.00

Total of "Package" with a 100% Performance Bond Option as Described Above: **\$256,250.00**



 3031 Hwy 153
Easley, SC 29642

 (864) 845-7175 (F)
(864) 845-7176 (F)

Safety is our Business, Service is our Priority.

 www.safeindustries.com

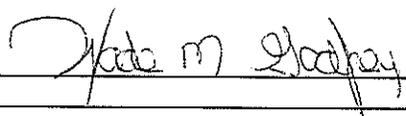
 sales@safeindustries.com



SAFE INDUSTRIES

Bidding Organization Name: All Source Enterprises LLC. DBA Safe Industries
Bidding Organization Address: 5031 Hwy 153
Easley, SC 29642

Signature of Bidder's Representative:

Wade Godfrey 
Title: Apparatus Salesman
Phone: (864) 506-0076
Email: wgodfrey@safeindustries.com

Delivery is to be made to the Customer subject to all clauses of the attached contract, within approximately 180 working days after receipt of approved chassis by the Manufacturer, FES. Safe Industries (the Company) shall not be held liable for any delay, failure to make delivery due to, war, fire, labor disputes, acts of God, governmental regulations, supplier issues beyond FES's reasonable control, breakdown of machinery, or any other causes or circumstances beyond the reasonable control of the Company which prevent or hinder the Company's manufacture and/or delivery of the Apparatus. Any changes after order submittal, including those made during a pre-construction conference, may void any penalty clauses or require that delivery and penalty be re-negotiated in good faith by both parties. The Bidder's right to withdraw this proposal, if not accepted within thirty (30) days from the above date is hereby acknowledged. The above price is good for 90 days.



 5031 Hwy 153
Easley, SC 29642

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(864) 845-7176 (F)

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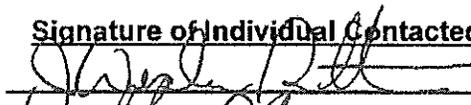
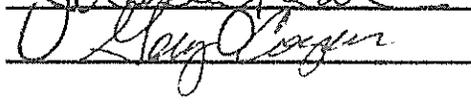
 sales@safeindustries.com

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Rafterree DEPT. Information Technology
SUBJECT: ONESOLUTION SOFTWARE ANNUAL MAINTENANCE AND SUPPORT AGREEMENT
REQUEST: APPROVAL OF MAINTENANCE AGREEMENT WITH CENTRAL SQUARE,
THE SOLE SOURCE VENDOR, TO PROVIDE MAINTENANCE AND SUPPORT SERVICES
FOR THE CITY'S ONESOLUTION ERP (FINANCIAL, HR AND PAYROLL) SOFTWARE.

COMMITTEE OF COUNCIL: Ways & Means DATE: March 24, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Procurement	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

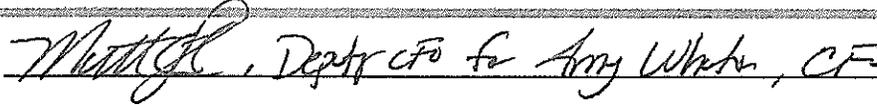
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: IT Account #: 161000-52206

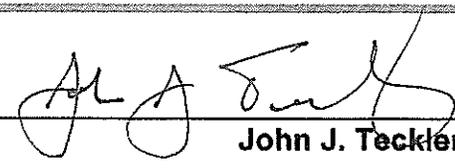
Balance in Account \$2,391,086.59 Amount needed for this item \$118,824.86 *CC*

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

NOTES: Provides annual maintenance and support services, including software updates, for the City's Enterprise Resource Planning (ERP) system that provides all financial, payroll, budgeting, procurement and human resources functions.

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

FISCAL IMPACT:

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.

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Information Technology

PRODUCT: OneSolution Annual Maintenance and Support

REQUISITION NUMBER: PR201296

VENDOR: Central Square Technologies

DATE: March 11, 2020

1. Please state the use for this/these product(s).

Annual support and maintenance for OneSolution ERP system in support of City HR, Finance, Budgeting and Procurement operations.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.

No. Central Square is the developer of the software and the only source for the purchase of the support.

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.

Central Square is the developer of the software and the only source for the purchase of the support.

4. Have you evaluated comparable products within the last two years?

____ YES or NO X

If yes, please state the complete results of the evaluation.

If no, do you wish to evaluate this product? Explain why this item is the only acceptable product, on the market, for your utilization at this time.

This is renewal of annual maintenance and support for an existing system.

SIGNATURE J Wesley [Signature] TITLE CIO



Invoice

Invoice No
271558

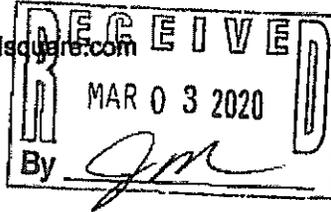
Date
3/1/2020

Page
1 of 3

Superior, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
City of Charleston (IFAS)
Attn Greg Mckenzie
Dept of Information Technology
2 George Street, Suite 2800
Charleston SC 29401
United States



Ship To
City of Charleston (IFAS)
Attn Greg Mckenzie
Dept of Information Technology
2 George Street, Suite 2800
Charleston SC 29401
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5893LG	City of Charleston		USD	Net 30	3/31/2020

Description	Units	Rate	Extended
Contract No. Q-00000627			
1 ONESolution Employee Online - Annual Maintenance Fee Maintenance: Start:4/1/2020, End: 3/31/2021	1	\$3,561.60	\$3,561.60
Contract No. 4232			
2 ONESolution Professional Development - Annual Maintenance Fee OneSolution Professional Development Maintenance: Start:4/1/2020, End: 3/31/2021	1	\$1,627.56	\$1,627.56
Contract No. CHASCITY-2			
3 ONESolution Fixed Assets - Annual Maintenance Fee OS - Fixed Assets Maintenance: Start:4/1/2020, End: 3/31/2021	1	\$0.00	\$0.00
4 ONESolution Documents Online - Annual Maintenance Fee OS - Documents On-Line Maintenance: Start:4/1/2020, End: 3/31/2021	1	\$0.00	\$0.00
5 ONESolution Purchasing - Annual Maintenance Fee OS - Purchasing Maintenance: Start:4/1/2020, End: 3/31/2021	1	\$0.00	\$0.00
6 ONESolution Hassle Free Support Annual Maintenance Fee - Annual Maintenance Fee OS - Hassle Free Support Maintenance: Start:4/1/2020, End: 3/31/2021	1	\$0.00	\$0.00
7 ONESolution Budgeting w/ Budget Item Detail - Annual Maintenance Fee OS - Budget Item Detail Maintenance: Start:4/1/2020, End: 3/31/2021	1	\$0.00	\$0.00
8 ONESolution Click, Drag, and Drill - Annual Maintenance Fee OS - Click, Drag, & Drill (Report Writer) Maintenance: Start:4/1/2020, End: 3/31/2021	1	\$0.00	\$0.00



Invoice

Invoice No
271558

Date
3/1/2020

Page
2 of 3

Superior, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
City of Charleston (IFAS)
Attn Greg Mckenzie
Dept of Information Technology
2 George Street, Suite 2800
Charleston SC 29401
United States

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Charleston SC 29401
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5893LG	City of Charleston		USD	Net 30	3/31/2020

Description	Units	Rate	Extended
9 ONESolution Finance Work Orders - Annual Maintenance Fee OS - Work Order Maintenance: Start:4/1/2020, End: 3/31/2021	1	\$0.00	\$0.00
10 ONESolution Job/Project Ledger - Annual Maintenance Fee OS - Job Project Ledger Maintenance: Start:4/1/2020, End: 3/31/2021	1	\$0.00	\$0.00
11 ONESolution Person/Entity - Annual Maintenance Fee OS - Person/Entity Database Maintenance: Start:4/1/2020, End: 3/31/2021	1	\$0.00	\$0.00
12 ONESolution Grants Management - Annual Maintenance Fee OS - Grant Management Maintenance: Start:4/1/2020, End: 3/31/2021	1	\$0.00	\$0.00
13 ONESolution Bid and Quote Management - Annual Maintenance Fee OS - Bid & Quote Management Maintenance: Start:4/1/2020, End: 3/31/2021	1	\$0.00	\$0.00
14 ONESolution Bank Reconciliation - Annual Maintenance Fee OS - Bank Reconciliation Maintenance: Start:4/1/2020, End: 3/31/2021	1	\$0.00	\$0.00
15 ONESolution Accounts Receivable - Annual Maintenance Fee OS - Accounts Receivable/Cash Receipts Maintenance: Start:4/1/2020, End: 3/31/2021	1	\$0.00	\$0.00
16 ONESolution Contract Management - Annual Maintenance Fee OS - Contract Management Maintenance: Start:4/1/2020, End: 3/31/2021	1	\$0.00	\$0.00
17 ONESolution Project Allocation - Annual Maintenance Fee OS - Project Allocation Maintenance: Start:4/1/2020, End: 3/31/2021	1	\$0.00	\$0.00
18 ONESolution Accounts Payable - Annual Maintenance Fee OS - Accounts Payable/Encumbrances Maintenance: Start:4/1/2020, End: 3/31/2021	1	\$0.00	\$0.00



Invoice

Invoice No
271558

Date
3/1/2020

Page
3 of 3

Superior, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

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Bill To
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Attn Greg Mckenzie
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2 George Street, Suite 2800
Charleston SC 29401
United States

Ship To
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Attn Greg Mckenzie
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2 George Street, Suite 2800
Charleston SC 29401
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5893LG	City of Charleston		USD	Net 30	3/31/2020

Description	Units	Rate	Extended
19 ONESolution General Ledger - Annual Maintenance Fee OS - General Ledger Maintenance: Start:4/1/2020, End: 3/31/2021	1	\$0.00	\$0.00
20 ONESolution Position Budgeting - Annual Maintenance Fee OS - Position Budgeting Maintenance: Start:4/1/2020, End: 3/31/2021	1	\$0.00	\$0.00
21 ONESolution Finance Other - Annual Maintenance Fee OS Support Maintenance: Start:4/1/2020, End: 3/31/2021	1	\$103,824.48	\$103,824.48
22 ONESolution Human Resources - Annual Maintenance Fee OS - Human Resources Maintenance: Start:4/1/2020, End: 3/31/2021	1	\$0.00	\$0.00
23 ONESolution Payroll - Annual Maintenance Fee OS - Payroll Maintenance: Start:4/1/2020, End: 3/31/2021	1	\$0.00	\$0.00
24 ONESolution Easy Laser Forms - Annual Maintenance Fee OS - Easy Laser Forms Maintenance: Start:4/1/2020, End: 3/31/2021	1	\$0.00	\$0.00
25 ONESolution Stores Inventory - Annual Maintenance Fee OS - Stores Inventory Maintenance: Start:4/1/2020, End: 3/31/2021	1	\$0.00	\$0.00

Please include invoice number(s) on your remittance advice,
made payable to Superior, LLC
ACH:
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	\$109,013.64
Tax	\$9,811.23
Invoice Total	\$118,824.87
Payments Applied	\$0.00
Balance Due	\$118,824.87

3c.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds DEPT. Police Department
SUBJECT: CHEVROLET TAHOE PPV VEHICLES
REQUEST: Approval to purchase two (2) Chevrolet Tahoe PPV vehicles
From Love Chevrolet, 100 Parkridge Dr., Columbia, SC 29212
Solicitation #20-B011R

COMMITTEE OF COUNCIL: Ways & Means DATE: March 24, 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"/>
Police Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Luther Reynolds</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Larry Long</i>	<input type="checkbox"/>

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

If yes, provide the following: Dept./Div.: 062020 Account #: 58010

Balance in Account * Amount needed for this item \$66,386.00 *WMC*

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

NEED: Identify any critical time constraint(s).

CFO's Signature: *Matt [unclear] Deputy CFO for Army White, CFO*

FISCAL IMPACT: 2020 Lease Purchase Funds

Mayor's Signature: *[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.

BID TABULATION SHEET
CITY OF CHARLESTON
 Charleston, South Carolina

Police Department

DATE: FEBRUARY 27, 2020

SOL.# 20-B011R

BUYER: ROBIN B. ROBINSON
 2020 Chevy Tahoe PPV

QTY.	DESCRIPTION	BIDDER			BIDDER			BIDDER		
		UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	
	COMPANY NAME	Love Chevrolet								
	COMPANY REPRESENTATIVE	Don Lockhart								
	PHONE NUMBER	803-794-9000								
	MINORITY	N								
1	2020 Chevy Tahoe PPV		\$32,543.00							
1	Delivery from Global to Charleston PD		150.00							
	SUB-TOTAL		\$32,693.00							
	State Tax		500.00							
	TOTAL		\$33,193.00							

COMMENTS: We took the option to order more than 1 if we chose

BUYER:



WITNESS:



Bid #: 20-B011R Vendor: LOVE Chevrolet Co.

Quantity	Description	Unit Price	Total Price
1	2019/2020 Chevrolet Tahoe PPV (per Specifications)	32543. ⁰⁰	32543. ⁰⁰
1	Delivery to Global Public Safety from Dealer	150. ⁰⁰	150. ⁰⁰
1	SC State Tax	500.00	500. ⁰⁰
	Total	PER	33193. ⁰⁰

*The City is looking at purchasing 1 – 2 Tahoe PP vehicles.

**Vendor will need to be able to deliver the vehicles to Global Public Safety, 130 Old Airport Road, Roebuck, SC 29376.



LOVE CHEVROLET COMPANY
100 PARKRIDGE DR
Columbia, South Carolina 29212
(803) 794-9004
DON LOCKHART 803-513-5905
dlockhart@loveauto.com

2020 CHEVROLET TAHOE PPV
STATE CONTRACT EXT #4400017323
BASE PRICE

\$32734.00

INCLUDES:

PPV PURSUIT PACKAGE
5.3L V8 GAS ENGINE
6 SPEED AUTOMATIC TRANSMISSION
CLIMATE CONTROL A/C
TILT WHEEL AND CRUISE CONTROL
POWER WINDOWS, LOCKS, AND MIRRORS
KEYLESS REMOTE ENTRY
AM/FM STEREO RADIO CD WITH USB
BLUETOOTH CAPABLE
CLOTH FRONT SEATING
VINYL REAR SEATS 2ND ROW
NO THIRD ROW SEATING
VINYL FLOOR COVERING
ASSIST STEPS
TRAILER HITCH AND WIRING
REAR VISION CAMERA
STEEL WHEELS BLACK

AUX BATTERY

ADDS:

FRONT AUXILLARY DOME LIGHT	\$ 165.00
WIRING FOR GRILLE LAMPS AND SPEAKERS	\$ 89.00
WIRING FOR HORN/SIREN CIRCUIT	\$ 40.00
TOTAL	\$33028.00
Deduct for no spotlight	-\$ 385.00
Deduct for no carpet	-\$ 100.00
TOTAL	\$32543.00

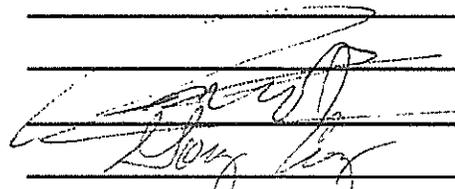
BLACK EXTERIOR—EBONY CLOTH/VINYL	
DELIVERY TO GLOBAL SAFETY	\$ 150.00
SC IMF FEE	\$ 500.00
TOTAL PER UNIT	\$33193.00

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
 FROM: Keith Benjamin DEPT. Traffic and Transportation
 SUBJECT: ATMS CENTRAL MANAGEMENT SOFTWARE AND MAINTENANCE
 REQUEST: Approval to establish a contract for ATMS Central Management Software and Maintenance with Control Technologies, 2776 S. Financial Court, Sanford, FL 32773. Solicitation #20-B003R

COMMITTEE OF COUNCIL: Ways & Means DATE: March 24, 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"/>	<hr/>	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	<hr/>	<input type="checkbox"/>
<u>Traffic & Transportation</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<u>Procurement Director</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<hr/>	<input type="checkbox"/>

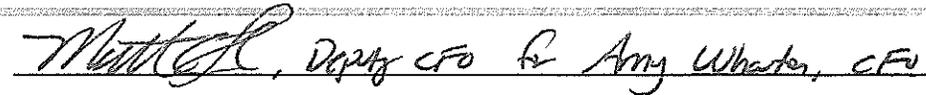
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: 230000 Account #: 52066

Balance in Account \$365,000 Amount needed for this item \$60,000.00

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: 2020 State Signalization Funds

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.

BID TABULATION SHEET
CITY OF CHARLESTON
 Charleston, South Carolina

Traffic & Transportation

DATE: FEBRUARY 18, 2020

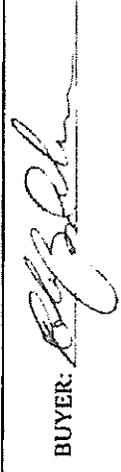
SOL.# 20-B003R

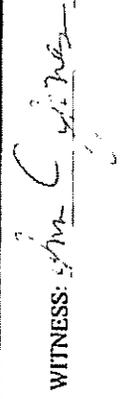
BUYER: ROBIN ROBINSON

ATMS CENTRAL MANAGEMENT SOFTWARE

DESCRIPTION	BIDDER		BIDDER		BIDDER		BIDDER	
	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
Control Technologies								
COMPANY NAME	Control Technologies							
COMPANY REP/EMAIL	Mike Day							
PHONE NUMBER	407-330-2804							
FAX / EMAIL	mike@ctrtraffic.com							
MINORITY	No							
Trafficradar for Adaptive Detection	4,375.00							
Flir Trafiscense 2 V2X Thermal vehicle, ped & bike detector w/connected vehicle capability includes 250' of cable	4,250.00							
Flir BPL2 Edge Module	750.00							
Medeco XT Slim Line Key (G3B) & Charger Bundle includes XT Bluetooth key, charger & USB cable	165.00							
Traffic Signal Cabinet Electronic Lock includes Medeco Intelligent Cylinder & Mechanical lock body replacement	265.00							
Medeco XT USB programming station w/USB cable	225.00							
Medeco XT Web Plus Software Annual hosted service per year	1,850.00							
XT System support including training, hardware & software support	1,275.00							
Sub-Total Page 2	\$13,755.00							
SUB-TOTAL Pages 1 & 2	\$46,662.50							
9% Tax	2,283.08							
TOTAL	\$48,945.58							

COMMENTS:

BUYER: 

WITNESS: 

Vendor List

20-B003R ATMS Central Management Software

VENDOR/REP (MBE/WBE)	PHONE	FAX	E-MAIL
Trafficware by Naztec 522 Gillingham Sugar Land, TX 77478	800-952-7285	281-240-7233	sales@trafficware.com;
Control Technologies 2776 South Financial Court Sanford, FL 32773 Michael Day, President Daniel Sagan, Sales	407-330-2800	407-330-2804	dsagan@cttraffic.com; mike@cttraffic.com;
Summit Worx, LLC 490 Wando Park Blvd. Mount Pleasant, SC 29464 John Ledbetter, III – President	352-9020 c) 408-3436		john.ledbetter@summitworx.com;
Peek Traffic Corporation 2906 Corporate Way Palmetto, FL 34221	800-245-7660		sales@peektraffic.com;
Precision Traffic Safety 672 Brochardt Blvd. Knoxville, TN 37934	865-238-0888	865-238-0889	sales@precisiontrafficsafety.com;
Tacel Ltd. 179 Bartley Dr., Unit B Toronto, Ontario M4A 1E6	877-750-4646	416-750-4649	info@tacel.ca;
Traffic Control Products 4565 Glenbrook Rd. Willoughby, OH 44094	440-951-8929	440-951-8203	sales@trafficcontrolproducts.com; sales@traffcon.com;
Traffic Systems, Inc. 224 North Fehr Way Bay Shore, NY 11706	631-242-4292	631-242-4296	ghoffmann@trafficsystemsinc.com;
Small Business Development Center 1225 Laurel Street Columbia, SC 29201 Scott H. Bellow, PTAC Program Manager	803-777-7877	803-545-0079	shbellows@sc.edu;
Ruth Jordan	724-7434	724-7354	jordanr@charleston-sc.gov

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401



MEMORANDUM

T: (843) 724-7314
F: (843) 720-3872

DATE: March 16, 2020

TO: Vanessa Turner-Maybank/Jennifer Cook

FROM: Robin B. Robinson, Senior Buyer

SUBJECT: 20-B003R – ATMS Central Management Software & Maintenance

Enclosed are five (5) copies of the contract for the **ATMS Central Management Software & Maintenance IFB** that was done. Please have them signed, keep one for your records, send one to Keith Benjamin, one to Amy Wharton and PLEASE return the two (2) remaining contracts to me. We will forward one to the vendor, and maintain the other copies in our contract file.

Thank you,

A handwritten signature in cursive script, appearing to read 'Robin Barrett Robinson'.

Robin Barrett Robinson
Senior Buyer

cc: File

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.

§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 four (4) additional one (1) year periods.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed \$60,000.00 (Sixty Thousand Dollars and Zero Cents) per year to be made in accordance with the Invitation for Bid, Addenda and the Contractor(s)' Bid Response and Pricing Sheet, Exhibits A, B, and D. 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 C.

§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 a minimum of 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 with a minimum of 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:
Control Technologies, Inc.
Michael R. Day
President
2776 S. Financial Court
Sanford, FL 32773

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:

Date: _____

John J. Tecklenburg
Mayor
Date: _____

Name
Date: _____

WITNESSES FOR VENDOR:

Walter Olsen
Name
Date: 3/9/20

Michael R. Day
President
Date: 3/9/2020

Grace Rudl
Name
Date: 3/9/20



EXHIBIT A

The City of Charleston
 Procurement Division
 75 Calhoun Street, Suite 3500
 Charleston, South Carolina 29401
 P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Bid Number: 20-B003R		Bids will be received until: February 18, 2020 @ 12:00pm	
Bid Title: ATMS Central Management Software			
Mailing Date: January 23, 2020		Direct Inquiries to: Robin B. Robinson	
Vendor Name:		FEIN/SS#:	
Vendor Address:			
City – State – Zip:			
Telephone Number:		Fax Number:	
Minority or Women Owned Business:			
Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If so, please provide a copy of your certificate with your response.			
Authorized Signature: _____		Title: _____	
Date: _____			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.			

IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for a **ATMS Central Management Software**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any Bid received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation.
2. **Bidder may mail, or hand-deliver response to the Procurement Division.** Bids delivered to any other location will not be accepted. **Do Not Fax** in the Bid response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the “No Bid Response Form” to our office.
3. **DEADLINE FOR SUBMISSION OF OFFER:** Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]
4. Questions regarding this solicitation must be submitted to **Robin B. Robinson** in writing no later than **12:00pm on February 6, 2020**. Questions may either be faxed to 843-720-3872 or emailed to **Robin B. Robinson** at robinsonr@charleston-sc.gov.

INSTRUCTIONS TO BIDDERS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Bidder's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Proposal" response form.

A "No Proposal" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor's List.

All pages that require a Signature shall be included with the bid. Failure to include these required pages may result in the bid being deemed Non-Responsive.

2. Bidders must clearly mark as "**Confidential**" each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.
3. Proposals must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the proposal.
4. Bids should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.
5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.
6. Proposals may be withdrawn by written request received from the Bidder prior to the time set for opening of Proposals, but not thereafter.
7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's

internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straight forward, concise description of Bidder's ability to satisfy the requirements of the Solicitation.
9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.
10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Bidder of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Bidder selected.
11. No substitutions shall be considered after the contract award except by Amendment.
12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Bidder if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.
13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.
14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Bidder's ability to provide said services.
15. The Bidder is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.
16. GRATUITIES AND KICKBACKS
 - A) Gratuities. It shall be unethical 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 or a contract or subcontract, or to any solicitation or proposal therefore.

- B) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. BIDDER REPRESENTATIONS

Each Bidder by submitting a Proposal represents that:

- A) The Bidder has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.
- B) The Bidder has reviewed the Solicitation and has become familiar with the local conditions under which the Scope of Work is to be performed. The failure or omission of a Bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.
- C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.
- D) The Bidder is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Bidder's best skills and attention.
- E) The Bidder is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Bidder's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation

and each Bidder shall be bound by such addenda whether or not received by the Bidder. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Bidders, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT

- A) Award of contract shall be made to the most responsive and responsible Bidder(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.
- B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.
- C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.
- D) The City may choose to award to more than one vendor if it is in the best interest of the City.
- E) Final approval may rest with members of the City Council for the City of Charleston.
- F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT

The successful Bidder shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Bidder(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Bidder(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED

A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS

The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION

The City's Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Bidder(s). At the direction of the Director of Procurement the successful Bidder is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Bidder(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR

Successful Bidder is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS

Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Bidder (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (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 contract 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 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 Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the

employees of any other independent contractors, or occurring 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 the 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.

30. BIDDER'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Bidder's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Bidder's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.

32. SUBCONTRACTORS

- A) If any subcontractors 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.
- B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.
- C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing 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(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.
- E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. TERMINATION

- A) 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 a

minimum of 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.

- B) 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 with a minimum of 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.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

- A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.
- B) By signing its proposal, the successful Bidder(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.
- C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) 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 the Contract.

37. PERMITS AND LICENSES

- A) The Contractor(s) shall, without additional expense to the City of Charleston, 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.
- B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. DISPUTES

Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.

39. STATE AND LOCAL TAXES

- A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.
- B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.
- C) Contractor shall calculate that portion of the contract which 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 SCDOR by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.
- D) 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 Contractor's failure to pay any tax of any type due in connection with the contract.

40. INCORPORATION BY REFERENCE

The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. OWNERSHIP OF MATERIAL

Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. DRUG-FREE WORKPLACE

(Note: This clause applies to any resultant contract of \$50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

44. FUNDING

Bidders shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Bidder shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION

For every document Bidder submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Bidder must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Bidder contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Bidder contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Bidder shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Bidder shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED," (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Bidder's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Bidder agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Bidder marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED."

46. RECORDS RETENTION & RIGHT TO AUDIT

The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the

Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.

47. COST

Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. UNSUCCESSFUL BIDDERS

Bidders not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Bidder. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. PAYMENT FOR GOODS & SERVICES

Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. DISCUSSION/NEGOTIATION:

By submission of a proposal, a Bidder agrees that during the period following issuance of a proposal and prior to final award of contract, the Bidder shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. NON-DISCRIMINATION

The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at <http://charleston-sc.gov/index.aspx?nid=246>. To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

52. DEFAULT

In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. FORCE MAJURE

The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to

perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

54. EXCEPTIONS AND DEVIATIONS

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Bidder will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. PROMPT PAYMENT DISCOUNT TERMS

Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION

The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. ARBITRATION

Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES

The Bidder shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES

Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS

All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Bidders who have notified the City Procurement Division of receipt of the proposal.

61. WITHDRAWALS

Proposals may be withdrawn by written request received from the Bidder prior to the time set for opening of Proposals, but not thereafter.

62. AFFIRMATIVE ACTION

The successful Bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

63. WAIVER

The City reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. RESPONSE PERIOD

All responses shall be good for a minimum period of ninety (90) calendar days.

65. TERM

The initial term of the Agreement shall be for one year. 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 four (4) additional one (1) year periods.

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
 - 1. Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 10 93.
 - 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.
- B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Contractor shall maintain limits no less than the following:
 - 1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
 - 2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3. **WORKERS’ COMPENSATION:** Statutory limits are required by South Carolina state law, and employer’s liability limits of \$100,000 per accident.
 - 4. **PROFESSIONAL LIABILITY:** \$1,000,000 per claim/\$1,000,000 aggregate limit, with a deductible of \$20,000.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

- (a) to be excess insurance over any project professional liability policy, and
- (b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy’s limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

- I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

NO BID RESPONSE FORM

Bid Number: 20-B003R Bids will be received until: February 18, 2020 @ 12:00pm	
Bid Title: ATMS Central Management Software	
Mailing Date: January 23, 2020 Direct Inquiries to: Robin B. Robinson	
Vendor Name:	FEIN/SS#:
Vendor Address:	
City – State – Zip:	
Telephone Number:	Fax Number:
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____	Title: _____
Date: _____	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.	

To submit a “No Bid” response for this project, this form must be completed for your company to remain on our Bidder’s list for commodities/services referenced. If you do not respond, your name may be removed from the Bidder’s list.

Please check statement(s) applicable to your “No Bid” response

- Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments: _____

Bid Number: 20-B003R	Bids will be received until: February 18, 2020 @ 12:00pm
Bid Title: ATMS Central Management Software	
Mailing Date: January 23, 2020	Direct Inquiries to: Robin B. Robinson

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached Bid, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this Bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to Bid by all conditions of this solicitation and certify that I am authorized to sign this Bid. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name
As registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Email Address

Telephone Number

Toll-Free Number (if available)

Fax Number

Remittance Address

Date

City, State, Zip

Federal Tax ID (FEIN)/SS Number

SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

Yes No

If so, please provide a copy of your certificate with your response.

CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me _____ (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. Is 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: _____

CHARLESTON STREET ADDRESS: _____

SIGNATURE: _____ TITLE: _____

By: _____
(Print Name)

Sworn to and subscribed before me at _____,
State of _____, this _____ day of _____, 20____.

(SEAL)
Notary Public for _____
My Commission Expires _____

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, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

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).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

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, Suite 3600, Charleston SC, 29401, (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.

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: _____

Signature

Date

Print Name

Title

Witness

AFFIDAVIT A

Page 1 of 2

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

Affidavit of _____
(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.

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: _____ Name of Authorized Officer (Print/Type): _____

Signature: _____

Title: _____

AFFIDAVIT A

Page 2 of 2

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts
(Use as many sheets as necessary)

I, _____, 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	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input 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) <hr/> <input type="checkbox"/> Follow up Verification
2. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input 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) <hr/> <input type="checkbox"/> Follow up Verification
3. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input 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) <hr/> <input type="checkbox"/> Follow up Verification
4. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input 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) <hr/> <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: _____ Name of Authorized Officer (Print/Type): _____

Sworn to before me this ____ day of _____, 20__.

Signature: _____

Notary Public for the State of _____

Title: _____

My Commission Expires: _____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

AFFIDAVIT B

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

Affidavit of _____, I hereby certify that on the _____
 (Name of Bidder)
 _____, Total Project Amount \$ _____
 (Project Name)

I will make a good faith effort to expend a minimum of _____% 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
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Total MBE Participation: _____ % \$ _____

* 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: _____ Name of Authorized Officer (Print/Type): _____

Signature: _____

Title: _____

Sworn to before me this ____ day of _____, 20__.

Notary Public for the State of _____

My Commission Expires: _____

Notary Seal:

Print Name: _____

Phone Number: _____

Address: _____

AFFIDAVIT C

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

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ 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: _____ Name of Authorized Officer (Print/Type): _____

Signature: _____

Title: _____

Sworn to before me this ____ day of _____, 20__.

Notary Seal:

Notary Public for the State of _____

My Commission Expires: _____

Print Name: _____

Phone Number: _____

Address: _____

References

Bidders must supply a minimum of four references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

<p>Name: _____</p> <p>Address: _____ _____</p> <p>Phone/Fax: _____</p> <p>Email: _____</p>
<p>Name: _____</p> <p>Address: _____ _____</p> <p>Phone/Fax: _____</p> <p>Email: _____</p>
<p>Name: _____</p> <p>Address: _____ _____</p> <p>Phone/Fax: _____</p> <p>Email: _____</p>
<p>Name: _____</p> <p>Address: _____ _____</p> <p>Phone/Fax: _____</p> <p>Email: _____</p>
<p>Name: _____</p> <p>Address: _____ _____</p> <p>Phone/Fax: _____</p> <p>Email: _____</p>

General Information

The City of Charleston, South Carolina is soliciting vendors for the **ATMS Central Management Software**.

Procurement Process

This is an **Invitation for Bid**. The City will award to the lowest responsive, responsible bidder that meet the needs of this solicitation. The bids will be opened and an award is made to the lowest responsive and responsible bidder. Any contract the City chooses to negotiate with the awarded vendor shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent solicitation, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

Questions

Every effort has been made to insure that all information needed by the Bidder is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. ***The City Will Not Accept telephone calls or visits regarding this Solicitation. All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov Written Questions may also be faxed to: 843-720-3872. All questions must be received before 12:00pm on February 6, 2020.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

Oral Statements

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

Contractor Solely Responsible for Performance

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

Disqualification of Bidders

Bidders may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Bidders
- The Bidder is involved in any litigation against the City
- The Bidder is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

Suspension and Debarment

The Bidder certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Bidder is unable

to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

Contract Negotiations

The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this solicitation or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

Vendor's Duty to Inspect and Advise and Declare All Costs

Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare their submittal. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

Receipt of Bids

Bids must be submitted to and received by the City no later than the date and time specified within this solicitation. Bidders mailing proposals should allow a sufficient mail delivery period to insure timely receipt (*February 18, 2020 @ 12:00pm*) of their proposal by the City. Bids received after the scheduled due date and time will not be considered.

Number of Bids to be Submitted

Each Vendor must submit one (1) **Unbound Original** (please use a paper clip or binder clip) and one (1) digital copy (Flash Drive). Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the bid, the solicitation identification number specified in the solicitation and note "**Original**" on the original bid.

Required Forms And Signature Pages

Offerors shall include as an appendix, all ancillary forms required in this Request for Proposal (RFP). Required forms include, but are not limited to the following:

- RFP Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

Bid Format

Bids are to be prepared in a manner designed to provide the City with a straightforward presentation of the Bidder's capability to satisfy the requirements of this solicitation. All copies shall be bound in a single volume(s) and all documentation submitted with the bid should be bound in the respective volume(s), where practical.

- a) All bid packages should be clearly marked "**20-B003R ATMS Central Management Software**".

- b) Bids **must be submitted by mail or hand delivered** to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
- c) Proposals **must be received** in the City's Procurement Office **no later than 12:00pm on February 18, 2020. Late proposals will not be accepted for any reason.**
- d) **No more than one bid may be submitted by any Vendor.**
- e) The bid must be signed by an official authorized to contractually bind the Vendor.
- f) All forms from this solicitation requiring signature must be included in the bid.

References/Experiences

Vendor must provide a minimum of four (4) references. Include company name, mailing address, name of point of contact, telephone number and email address. The City reserves the right to contact and request information from any source so named.

Confidentiality

The contents of this Solicitation shall not be discussed with anyone outside of the Bidder's organization. Any issues regarding confidentiality should be directed to the Point of Contact. Any breach of this confidentiality requirement will result in immediate disqualification of your organization from further consideration pursuant to the award of any resulting contract.

Term of Contract

The initial term of the Agreement shall be for one (1) year. 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 four (4) additional one (1) year periods.

Basis for Award

The City will base its recommendation on the bid submitted and if it is responsive and responsible. The City reserves the right to inspect the Bidder's physical premises prior to award to satisfy questions regarding the Bidder's capabilities.

Technical Requirements

The following is a list of requirements for this contract:

1. Central Software shall have the ability to monitor and control all versions of Intelight MaxTime Local Intersection Control Software currently in use in the City of Charleston.
2. It shall be possible for the ATMS Central Software that is installed under this contract to communicate simultaneously and operate in parallel with the existing QuicNet Pro Central Traffic Management with respect to controllers running Intelight MaxTime Local Intersection Control Software.
3. Central software shall have the ability to interface fully with controllers running Intelight MaxTime Local Intersection Control Software including capability for efficient upload and download of the complete set of MaxTime NTCIP parameters.
4. The Central ATMS Server shall consist of the following components:
 - a. Central Server Application hosted in Microsoft IIS ver. 7.5+
 - b. Central Database Server hosted in Microsoft SQL Server 2008 R2+
5. The Central ATMS Client shall use Internet Explorer, Mozilla Fire Fox, or equivalent browser to communicate with the ATMS server using HTTP over Port 80. No specialized client application need be installed on workstations to access the ATMS server.
6. The Central ATMS server shall communicate with field devices as follows:
 - a. Port 80 – for HTTP devices
 - b. Port 161 for NTCIP devices
7. Central ATMS Main Interface
 - a. The Central ATMS Main Interface shall be a graphical user interface and shall consist of a main map and shall support multiple client windows.
 - b. It shall have a Main Menu with the following Top Level Menu Items:
 1. System Menu – provides access to system settings and system configuration
 2. Intersection Groups Menu – allows access to time space diagram, group plans, and group event log functions.
 3. Signal Control Menu – allows access intersection monitoring and control functions, split monitor, system detector reporting, and communications status reporting functions.
 4. Database Management Menu – allows database upload and compare.
 5. Alarms Menu – allows access to active alarm reports, alarm definition, and notification configuration and control
 6. Windows Menu – allows operator to arrange all open windows and access system user documentation

- c. Global Alarm Status – The Main ATMS System Window shall have a Notification Area which displays active and unacknowledged alarms.
 - 1. Unacknowledged Active Alarms shall be shown as new alarms in the Main Window as a System Notification.
 - 2. It shall be possible for the operator to acknowledge active alarms. Acknowledged alarms will be cleared from the notification area.
- d. System, Section, Group, and Intersection Tree
 - 1. The Systems, Sections, Groups, and Intersections that are configured in the system shall be visible in a search-able tree view within the main system window.
 - 2. It shall be possible to search by name or intersection number.
 - i. With one click, it shall be possible to locate and identify a section, group, or intersection on the main map.
 - ii. It shall be possible to shall allow the operator to quickly access detailed intersection status by double-clicking on an intersection in the list, and to control and configure settings through a right-click context menu.
- e. It shall be possible to access external links (CCTV, etc.) associated with each intersection via the device tree.
- f. Incident and Traffic View
 - 1. The ATMS software shall use Bing incident and traffic data to provide real time status of incidents and traffic conditions.
 - 2. The cost of Bing licensing for the server and all clients shall be included as part of the price for the central ATMS software.
 - 3. It shall be possible to turn the display of incident and traffic data on and off. It shall also be possible to select which types of incidents are displayed. All incident categories defined by Bing shall be supported.
 - 4. Incidents shall be listed in tabular format. It shall be possible to locate an incident in the list on the main map.
- g. Main System Map
 - 1. The Main System Map shall support the use of Bing maps, Open Street maps, and local tile sources. Other mapping sources may be supported; however, the three sources cited here must be supported.
 - 2. The Main Map shall be a bounded map that the operator can configure to show the desired scope of the system.
 - 3. There shall be a user configurable icon for each intersection configured in the system.
 - 4. The main map shall show at least two levels of detail based upon zoom level:
 - i. At a zoomed out level, the map shall show the main street green status and

- alarm status for each intersection in the viewing area.
 - ii. As the operator zooms in, additional information shall be shown. At a minimum this shall include individual phase status, current operational status, current pattern, pedestrian and/or overlap indication status.
 - iii. It shall be possible to select one or multiple intersections for display in a Selected Intersection View by clicking on one intersection, or “lassoing” multiple intersections. All intersections that are selected in this manner shall be visible in the selected intersection view at the same time.
 - h. Selected Intersection View
 - 1. The selected intersection view shows detailed configuration and operational status for the selected intersections.
 - 2. It shall show the detailed individual phase status, current operational status, pedestrian and/or overlap indication status for each intersection.
 - 3. It shall also be possible to access time space views, manual and group plan controls from the Selected Intersection View.
 - 4. The user shall be able to select between having the background reflect and aerial view, a street view, or a Panorama view.
 - 5. It shall be possible to view video sources associated with an intersection from within the Selected Intersection View.
 - 6. The operator shall be able to define hot links for other devices associated with the intersection (UPS, CMU, MMU, VIDS, Network Switches, radios, etc.)
 - i. Favorite Intersections
 - 1. The ATMS software shall allow the operator to add and delete intersections to a list of favorite intersections for easy access.
 - 2. Favorite intersections shall be shown in a collapsible list at the bottom of the main system menu.
 - 3. Each user can compile his or her own set of favorite intersections that will be available only when she or he logs into the system.
 - j. Status Log/Connection Status
 - 1. There shall be a system status log that shall be visible as a collapsible list at the bottom of the main system window.
 - 2. It shall show real time status of the current server operation.
 - 3. It shall current connection status and all currently signed on users.
- 8. Device and Communication Support
 - a. The ATMS Central Software central software shall support all NTCIP 1201 and 1202 Mandatory and Optional Objects.

- b. The ATMS Central Software shall support the complete set of MaxTime NTCIP MIB parameters. The apparent successful bidder shall be required to demonstrate full support of all MaxTime parameters within 30 days of designation as the apparent successful bidder at a demonstration to be conducted at the Department of Traffic and Transportation Offices. Failure to successfully demonstrate full support of all MaxTime parameters shall disqualify the bidder from contract award.
 - c. The ATMS Central Software shall fully support the following MaxTime versions:
 - 1. MaxTime v 1.8.x – HTTP (IP)
 - 2. MaxTime v1.7.x+ - HTTP (IP)
 - 3. MaxTime v1.6.x – HTTP (IP)
 - 4. MaxTime v1.6.x – NTCIP (IP/Serial)
 - d. The ATMS Central Software shall be capable of supporting any combination of versions of MaxTime deployed simultaneously in the field.
 - e. The ATMS Central Software shall support all Mandatory and Optional objects for Generic NTCIP 1201/1202 Compliant Controllers – NTCIP (IP/Serial/Serial over IP) in any combination.
 - f. The ATMS Central Software shall support any Generic AB3418E Controller that supports GetStatus, SetTime, and SetCommand.
9. At a minimum, the Central ATMS Software shall support any combination of the following communications methods:
- a. Ethernet
 - b. Fiber Optic
 - c. Wireless Ethernet
 - d. Cellular
 - e. Ethernet over Copper
 - f. Serial over IP
 - g. Ethernet over Dialup (PPP)
 - h. Direct Serial
 - i. Serial via Modem
10. The ATMS Central Management Software shall consist of the following modules:
- a. Intelight MaxView Connected Vehicle Module
 - b. Intelight MaxTime Adaptive Module

Vendor's Checklist

1. Did you provide required information and sign the front page of the solicitation?
___ Yes ___ No
2. Did you sign the Certificate of Familiarity form?
___ Yes ___ No
3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
___ Yes ___ No
4. Did you sign the applicable Affidavit?
___ Yes ___ No
5. Did you mark your "Original" Bid and provide the required # of copies?
___ Yes ___ No
6. Did you complete and include all pricing sheets?
___ Yes ___ No
7. Did you include the required references?
___ Yes ___ No
8. Did you provide a copy of insurance and all other documentation requested?
___ Yes ___ No
9. Did you include and sign any addenda?
___ Yes ___ No
10. Did you double check to make sure you have included everything that is requested?
___ Yes ___ No

If you have any concerns, please do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time.** Please read the bid carefully.

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your response.

EXHIBIT B

City of Charleston

Procurement Division

75 Calhoun Street, Suite 3500
Charleston, SC 29401



ADDENDUM #1 – Q&A

T: (843) 724-7314

F: (843) 720-3872

DATE: February 6, 2020
TO: All Bidders
FROM: Robin Barrett Robinson
RE: 20-B003R – ATMS Central Management Software

This addendum #1 to the solicitation is being made for the following reasons:

Q-1 Does the City of Charleston want all 3 licenses (Central Software, Adaptive Software, Connected Vehicle Software), integrations and training as one lump sum or do they want separate bid items for each so they can choose what software license is required per location?

A-1 Please provide an itemized price rather than a lump sum.

Q-2 Does the City of Charleston want options for innovative technology solutions?

A-2 Yes we do.

If you have any questions, please feel free to call 843-724-7314. Thank you in advance for your cooperation.

Signature of Acknowledgement

Date

Company Name

EXHIBIT C

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
1. Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 10 93.
 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.
- B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Contractor shall maintain limits no less than the following:
1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
 2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. **WORKERS’ COMPENSATION:** Statutory limits are required by South Carolina state law, and employer’s liability limits of \$100,000 per accident.
 4. **PROFESSIONAL LIABILITY:** \$1,000,000 per claim/\$1,000,000 aggregate limit, with a deductible of \$20,000.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

- (a) to be excess insurance over any project professional liability policy, and
- (b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

- G. All coverages for Subcontractors shall be subject to all the requirements stated herein.
- H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.
- I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

EXHIBIT D



The City of Charleston
 Procurement Division
 75 Calhoun Street, Suite 3500
 Charleston, South Carolina 29401
 P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Bid Number: 20-B003R		Bids will be received until: February 18, 2020 @ 12:00pm	
Bid Title: ATMS Central Management Software			
Mailing Date: January 23, 2020		Direct Inquiries to: Robin B. Robinson	
Vendor Name: Control Technologies, Inc.		FEIN/SS#: 59-2038877	
Vendor Address: 2776 S. Financial Court			
City - State - Zip: Sanford, FL 32773			
Telephone Number: 407-330-2800		Fax Number: 407-330-2804	
Minority or Women Owned Business:			
Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If so, please provide a copy of your certificate with your response			
Authorized Signature: <u>[Signature]</u>		Title: <u>President</u>	
Date: <u>1/21/2020</u>			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.			

IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for a **ATMS Central Management Software**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any Bid received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation.
2. **Bidder may mail, or hand-deliver response to the Procurement Division.** Bids delivered to any other location will not be accepted. **Do Not Fax** in the Bid response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.
3. **DEADLINE FOR SUBMISSION OF OFFER:** Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]
4. Questions regarding this solicitation must be submitted to **Robin B. Robinson** in writing no later than **12:00pm on February 6, 2020**. Questions may either be faxed to 843-720-3872 or emailed to **Robin B. Robinson** at robinsonr@charleston-sc.gov.

INSTRUCTIONS TO BIDDERS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Bidder's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Proposal" response form.

A "No Proposal" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor's List.

All pages that require a Signature shall be included with the bid. Failure to include these required pages may result in the bid being deemed Non-Responsive.

2. Bidders must clearly mark as "**Confidential**" each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.
3. Proposals must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the proposal.
4. Bids should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.
5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.
6. Proposals may be withdrawn by written request received from the Bidder prior to the time set for opening of Proposals, but not thereafter.
7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's

internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straight forward, concise description of Bidder's ability to satisfy the requirements of the Solicitation.
9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.
10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Bidder of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Bidder selected.
11. No substitutions shall be considered after the contract award except by Amendment.
12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Bidder if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.
13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.
14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Bidder's ability to provide said services.
15. The Bidder is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.
16. GRATUITIES AND KICKBACKS
 - A) Gratuities. It shall be unethical 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 or a contract or subcontract, or to any solicitation or proposal therefore.

- B) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. BIDDER REPRESENTATIONS

Each Bidder by submitting a Proposal represents that:

- A) The Bidder has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.
- B) The Bidder has reviewed the Solicitation and has become familiar with the local conditions under which the Scope of Work is to be performed. The failure or omission of a Bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.
- C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.
- D) The Bidder is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Bidder's best skills and attention.
- E) The Bidder is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Bidder's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation

and each Bidder shall be bound by such addenda whether or not received by the Bidder. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Bidders, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT

A) Award of contract shall be made to the most responsive and responsible Bidder(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.

B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.

C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.

D) The City may choose to award to more than one vendor if it is in the best interest of the City.

E) Final approval may rest with members of the City Council for the City of Charleston.

F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT

The successful Bidder shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Bidder(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Bidder(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED

A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS

The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION

The City's Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Bidder(s). At the direction of the Director of Procurement the successful Bidder is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Bidder(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR

Successful Bidder is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS

Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Bidder (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (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 contract 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 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 Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring 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 the 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.

30. BIDDER'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Bidder's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Bidder's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.

32. SUBCONTRACTORS

- A) If any subcontractors 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.
- B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.
- C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing 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(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.
- E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. TERMINATION

- A) 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 a minimum of 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.

- B) 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 with a minimum of 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.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

- A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.
- B) By signing its proposal, the successful Bidder(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.
- C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) 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 the Contract.

37. PERMITS AND LICENSES

- A) The Contractor(s) shall, without additional expense to the City of Charleston, 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.
- B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. DISPUTES

Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.

39. STATE AND LOCAL TAXES

A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.

B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form 1-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

C) Contractor shall calculate that portion of the contract which 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 SCDOR by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

D) 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 Contractor's failure to pay any tax of any type due in connection with the contract.

40. INCORPORATION BY REFERENCE

The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. OWNERSHIP OF MATERIAL

Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. DRUG-FREE WORKPLACE

(Note: This clause applies to any resultant contract of \$50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

44. FUNDING

Bidders shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Bidder shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION

For every document Bidder submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Bidder must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Bidder contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Bidder contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Bidder shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Bidder shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED," (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Bidder's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Bidder agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Bidder marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED."

46. RECORDS RETENTION & RIGHT TO AUDIT

The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of

contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.

47. COST

Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. UNSUCCESSFUL BIDDERS

Bidders not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Bidder. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. PAYMENT FOR GOODS & SERVICES

Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. DISCUSSION/NEGOTIATION:

By submission of a proposal, a Bidder agrees that during the period following issuance of a proposal and prior to final award of contract, the Bidder shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. NON-DISCRIMINATION

The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at http://charleston-sc.gov/index.aspx?mid_246. To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

52. DEFAULT

In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. FORCE MAJURE

The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

54. EXCEPTIONS AND DEVIATIONS

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Bidder will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. PROMPT PAYMENT DISCOUNT TERMS

Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION

The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. ARBITRATION

Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES

The Bidder shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES

Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS

All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Bidders who have notified the City Procurement Division of receipt of the proposal.

61. WITHDRAWALS

Proposals may be withdrawn by written request received from the Bidder prior to the time set for opening of Proposals, but not thereafter.

62. AFFIRMATIVE ACTION

The successful Bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

63. WAIVER

The City reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. RESPONSE PERIOD

All responses shall be good for a minimum period of ninety (90) calendar days.

65. TERM

The initial term of the Agreement shall be for one year. 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 four (4) additional one (1) year periods.

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
 - 1. Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 10 93.
 - 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.
- B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Contractor shall maintain limits no less than the following:
 - 1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
 - 2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3. **WORKERS’ COMPENSATION:** Statutory limits are required by South Carolina state law, and employer’s liability limits of \$100,000 per accident.
 - 4. **PROFESSIONAL LIABILITY:** \$1,000,000 per claim/\$1,000,000 aggregate limit, with a deductible of \$20,000.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

- (a) to be excess insurance over any project professional liability policy, and
- (b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy’s limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

- I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

Bid Number: 20-B003R	Bids will be received until: February 18, 2020 @ 12:00pm
Bid Title: ATMS Central Management Software	
Mailing Date: January 23, 2020	Direct Inquiries to: Robin B. Robinson

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached Bid, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this Bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to Bid by all conditions of this solicitation and certify that I am authorized to sign this Bid. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Control Technologies, Inc.

Company Name
As registered with the IRS

2776 S. Financial Court
Correspondence Address

Sanford, FL 32773
City, State, Zip

mike@cttraffic.com
Email Address

800-865-2745
Toll-Free Number (if available)

2776 S. Financial Court
Remittance Address

Sanford, FL 32773
City, State, Zip


Authorized Signature

Michael R. Day
Printed Name

President
Title

407-330-2800
Telephone Number

407-330-2804
Fax Number

02/14/2020
Date

59-2038877
Federal Tax ID (FEIN)/SS Number

SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

Yes No

If so, please provide a copy of your certificate with your response.

Not Applicable

CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me _____ (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. Is 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: _____

CHARLESTON STREET ADDRESS: _____

SIGNATURE: _____ TITLE: _____

By: _____
(Print Name)

Sworn to and subscribed before me at _____
State of _____, this _____ day of _____, 20__.

(SEAL)
Notary Public for _____
My Commission Expires _____

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, 2 George Street, Suite 3600, Charleston SC, 29401. (843) 724-7434.

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).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

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, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordan.r@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.

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: Control Technologies, inc.



Signature

Michael R. Day

Print Name

Ruth Jordan

Witness

02/01/2020

Date

President

Title

Not Applicable

AFFIDAVIT A
Page 1 of 2

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

Affidavit of _____
(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.

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: _____ Name of Authorized Officer (Print Type): _____

Signature: _____

Title: _____

Not Applicable

AFFIDAVIT A
Page 2 of 2

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts
(Use as many sheets as necessary)

I, _____, 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	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input 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	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input 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	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input 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	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input 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

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: _____ Name of Authorized Officer (Print/Type): _____

Sworn to before me this ___ day of _____, 20__.

Signature: _____

Notary Public for the State of _____
My Commission Expires: _____

Title: _____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

AFFIDAVIT C

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

Affidavit of Control Technologies, Inc.
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
ATMS Central Management Software 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.

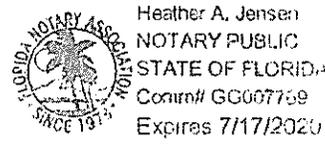
Date: 02/14/2020 Name of Authorized Officer (Print/Type): Michael R. Day

Signature: _____
[Handwritten Signature]

Title: President

Sworn to before me this 14th day of February, 2020
Notary Public for the State of Florida
My Commission Expires: 7/17/20
Print Name: Heather Jensen *[Handwritten Signature]*
Phone Number: 407-322-2322
Address: 2776 S. Financier Ct.
Sanford, FL 32773

Notary Seal:



Not Applicable

AFFIDAVIT B

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

Affidavit of _____ I hereby certify that on the _____
(Name of Bidder)
_____, Total Project Amount \$ _____
(Project Name)

I will make a good faith effort to expend a minimum of _____% 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
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Total MBE Participation: _____ % \$ _____

* 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: _____ Name of Authorized Officer (Print/Type): _____

Signature: _____

Title: _____

Sworn to before me this ___ day of _____, 20__.

Notary Public for the State of _____

My Commission Expires: _____

Notary Seal:

Print Name: _____

Phone Number: _____

Address: _____

References

Bidders must supply a minimum of four references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

<p>Name: <u>City of Charleston- Troy Mitchell</u></p> <p>Address: <u>180 Lockwood Blvd.</u> <u>Charleston, SC 29406</u></p> <p>Phone/Fax: <u>843-724-7379</u></p> <p>Email: <u>mitchellt@charleston-sc.gov</u></p>
<p>Name: <u>City of Tallahassee- Wayne Bryan</u></p> <p>Address: <u>300 S. Adams St.</u> <u>Tallahassee, FL 32301</u></p> <p>Phone/Fax: <u>850-891-2080</u></p> <p>Email: <u>wayne.bryan@talgov.com</u></p>
<p>Name: <u>Arlington County, VA - Sungjin Je</u></p> <p>Address: <u>2100 Clarendon Blvd.</u> <u>Arlington, VA 22201</u></p> <p>Phone/Fax: <u>703-228-3439</u></p> <p>Email: <u>sje@arlingtonva.us</u></p>
<p>Name: <u>City of Manassas, VA - Glen Martin</u></p> <p>Address: <u>8500 Public Works Dr.</u> <u>Manassas, VA 20110</u></p> <p>Phone/Fax: <u>571-536-0745</u></p> <p>Email: <u>gmartin@ci.manassas.va.us</u></p>
<p>Name: _____</p> <p>Address: _____ _____</p> <p>Phone/Fax: _____</p> <p>Email: _____</p>

General Information

The City of Charleston, South Carolina is soliciting vendors for the ATMS Central Management Software.

Procurement Process

This is an **Invitation for Bid**. The City will award to the lowest responsive, responsible bidder that meet the needs of this solicitation. The bids will be opened and an award is made to the lowest responsive and responsible bidder. Any contract the City chooses to negotiate with the awarded vendor shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent solicitation, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

Questions

Every effort has been made to insure that all information needed by the Bidder is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. *The City Will Not Accept telephone calls or visits regarding this Solicitation.* All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@a.charleston-sc.gov. *Written Questions may also be faxed to: 843-720-3872. All questions must be received before 12:00pm on February 6, 2020.* No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

Oral Statements

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

Contractor Solely Responsible for Performance

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

Disqualification of Bidders

Bidders may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Bidders
- The Bidder is involved in any litigation against the City
- The Bidder is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

Suspension and Debarment

The Bidder certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Bidder is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

Contract Negotiations

The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this solicitation or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

Vendor's Duty to Inspect and Advise and Declare All Costs

Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare their submittal. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

Receipt of Bids

Bids must be submitted to and received by the City no later than the date and time specified within this solicitation. Bidders mailing proposals should allow a sufficient mail delivery period to insure timely receipt (*February 18, 2020 (a 12:00pm)*) of their proposal by the City. Bids received after the scheduled due date and time will not be considered.

Number of Bids to be Submitted

Each Vendor must submit **one (1) Unbound Original (please use a paper clip or binder clip) and one (1) digital copy (Flash Drive)**. Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the bid, the solicitation identification number specified in the solicitation and note "**Original**" on the original bid.

Required Forms And Signature Pages

Offerors shall include as an appendix, all ancillary forms required in this Request for Proposal (RFP). Required forms include, but are not limited to the following:

- RFP Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

Bid Format

Bids are to be prepared in a manner designed to provide the City with a straightforward presentation of the Bidder's capability to satisfy the requirements of this solicitation. All copies shall be bound in a single volume(s) and all documentation submitted with the bid should be bound in the respective volume(s), where practical.

- a) All bid packages should be clearly marked "**20-B003R ATMS Central Management Software**".
- b) Bids **must be submitted by mail or hand delivered** to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
- c) Proposals **must be received** in the City's Procurement Office **no later than 12:00pm on February 18, 2020. Late proposals will not be accepted for any reason.**
- d) **No more than one bid may be submitted by any Vendor.**
- e) The bid must be signed by an official authorized to contractually bind the Vendor.

f) All forms from this solicitation requiring signature must be included in the bid.

References/Experiences

Vendor must provide a minimum of four (4) references. Include company name, mailing address, name of point of contact, telephone number and email address. The City reserves the right to contact and request information from any source so named.

Confidentiality

The contents of this Solicitation shall not be discussed with anyone outside of the Bidder's organization. Any issues regarding confidentiality should be directed to the Point of Contact. Any breach of this confidentiality requirement will result in immediate disqualification of your organization from further consideration pursuant to the award of any resulting contract.

Term of Contract

The initial term of the Agreement shall be for one (1) year. 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 four (4) additional one (1) year periods.

Basis for Award

The City will base its recommendation on the bid submitted and if it is responsive and responsible. The City reserves the right to inspect the Bidder's physical premises prior to award to satisfy questions regarding the Bidder's capabilities.

Technical Requirements

The following is a list of requirements for this contract:

1. Central Software shall have the ability to monitor and control all versions of Intelight MaxTime Local Intersection Control Software currently in use in the City of Charleston.
2. It shall be possible for the ATMS Central Software that is installed under this contract to communicate simultaneously and operate in parallel with the existing QuicNet Pro Central Traffic Management with respect to controllers running Intelight MaxTime Local Intersection Control Software.
3. Central software shall have the ability to interface fully with controllers running Intelight MaxTime Local Intersection Control Software including capability for efficient upload and download of the complete set of MaxTime NTCIP parameters.
4. The Central ATMS Server shall consist of the following components:
 - a. Central Server Application hosted in Microsoft IIS ver. 7.5+
 - b. Central Database Server hosted in Microsoft SQL Server 2008 R2+
5. The Central ATMS Client shall use Internet Explorer, Mozilla Fire Fox, or equivalent browser to communicate with the ATMS server using HTTP over Port 80. No specialized client application need be installed on workstations to access the ATMS server.
6. The Central ATMS server shall communicate with field devices as follows:
 - a. Port 80 – for HTTP devices
 - b. Port 161 for NTCIP devices
7. Central ATMS Main Interface
 - a. The Central ATMS Main Interface shall be a graphical user interface and shall consist of a main map and shall support multiple client windows.
 - b. It shall have a Main Menu with the following Top Level Menu Items:
 1. System Menu – provides access to system settings and system configuration
 2. Intersection Groups Menu – allows access to time space diagram, group plans, and group event log functions.
 3. Signal Control Menu – allows access intersection monitoring and control functions, split monitor, system detector reporting, and communications status reporting functions.
 4. Database Management Menu – allows database upload and compare.
 5. Alarms Menu – allows access to active alarm reports, alarm definition, and notification configuration and control
 6. Windows Menu – allows operator to arrange all open windows and access system user documentation

- c. Global Alarm Status – The Main ATMS System Window shall have a Notification Area which displays active and unacknowledged alarms.
 - 1. Unacknowledged Active Alarms shall be shown as new alarms in the Main Window as a System Notification.
 - 2. It shall be possible for the operator to acknowledge active alarms. Acknowledged alarms will be cleared from the notification area.
- d. System, Section, Group, and Intersection Tree
 - 1. The Systems, Sections, Groups, and Intersections that are configured in the system shall be visible in a search-able tree view within the main system window.
 - 2. It shall be possible to search by name or intersection number.
 - i. With one click, it shall be possible to locate and identify a section, group, or intersection on the main map.
 - ii. It shall be possible to allow the operator to quickly access detailed intersection status by double-clicking on an intersection in the list, and to control and configure settings through a right-click context menu.
- e. It shall be possible to access external links (CCTV, etc.) associated with each intersection via the device tree.
- f. Incident and Traffic View
 - 1. The ATMS software shall use Bing incident and traffic data to provide real time status of incidents and traffic conditions.
 - 2. The cost of Bing licensing for the server and all clients shall be included as part of the price for the central ATMS software.
 - 3. It shall be possible to turn the display of incident and traffic data on and off. It shall also be possible to select which types of incidents are displayed. All incident categories defined by Bing shall be supported.
 - 4. Incidents shall be listed in tabular format. It shall be possible to locate an incident in the list on the main map.
- g. Main System Map
 - 1. The Main System Map shall support the use of Bing maps, Open Street maps, and local tile sources. Other mapping sources may be supported; however, the three sources cited here must be supported.
 - 2. The Main Map shall be a bounded map that the operator can configure to show the desired scope of the system.
 - 3. There shall be a user configurable icon for each intersection configured in the system.
 - 4. The main map shall show at least two levels of detail based upon zoom level:
 - i. At a zoomed out level, the map shall show the main street green status and alarm status for each intersection in the viewing area.
 - ii. As the operator zooms in, additional information shall be shown. At a minimum this shall include individual phase status, current operational status, current pattern.

pedestrian and/or overlap indication status.

- iii. It shall be possible to select one or multiple intersections for display in a Selected Intersection View by clicking on one intersection, or “lassoing” multiple intersections. All intersections that are selected in this manner shall be visible in the selected intersection view at the same time.

h. Selected Intersection View

1. The selected intersection view shows detailed configuration and operational status for the selected intersections.
2. It shall show the detailed individual phase status, current operational status, pedestrian and/or overlap indication status for each intersection.
3. It shall also be possible to access time space views, manual and group plan controls from the Selected Intersection View.
4. The user shall be able to select between having the background reflect and aerial view, a street view, or a Panorama view.
5. It shall be possible to view video sources associated with an intersection from within the Selected Intersection View.
6. The operator shall be able to define hot links for other devices associated with the intersection (UPS, CMU, MMU, VIDS, Network Switches, radios, etc.)

i. Favorite Intersections

1. The ATMS software shall allow the operator to add and delete intersections to a list of favorite intersections for easy access.
2. Favorite intersections shall be shown in a collapsible list at the bottom of the main system menu.
3. Each user can compile his or her own set of favorite intersections that will be available only when she or he logs into the system.

j. Status Log/Connection Status

1. There shall be a system status log that shall be visible as a collapsible list at the bottom of the main system window.
2. It shall show real time status of the current server operation.
3. It shall current connection status and all currently signed on users.

8. Device and Communication Support

- a. The ATMS Central Software central software shall support all NTCIP 1201 and 1202 Mandatory and Optional Objects.
- b. The ATMS Central Software shall support the complete set of MaxTime NTCIP MIB parameters. The apparent successful bidder shall be required to demonstrate full support of all MaxTime parameters within 30 days of designation as the apparent successful bidder at a

demonstration to be conducted at the Department of Traffic and Transportation Offices. Failure to successfully demonstrate full support of all MaxTime parameters shall disqualify the bidder from contract award.

- c. The ATMS Central Software shall fully support the following MaxTime versions:
 1. MaxTime v 1.8.x – HTTP (IP)
 2. MaxTime v1.7.x+ - HTTP (IP)
 3. MaxTime v1.6.x – HTTP (IP)
 4. MaxTime v1.6.x – NTCIP (IP/Serial)
 - d. The ATMS Central Software shall be capable of supporting any combination of versions of MaxTime deployed simultaneously in the field.
 - e. The ATMS Central Software shall support all Mandatory and Optional objects for Generic NTCIP 1201/1202 Compliant Controllers NTCIP (IP/Serial/Serial over IP) in any combination.
 - f. The ATMS Central Software shall support any Generic AB3418E Controller that supports GetStatus, SetTime, and SetCommand.
9. At a minimum, the Central ATMS Software shall support any combination of the following communications methods:
- a. Ethernet
 - b. Fiber Optic
 - c. Wireless Ethernet
 - d. Cellular
 - e. Ethernet over Copper
 - f. Serial over IP
 - g. Ethernet over Dialup (PPP)
 - h. Direct Serial
 - i. Serial via Modem
10. The ATMS Central Management Software shall consist of the following modules:
- a. Intelight MaxView Connected Vehicle Module
 - b. Intelight MaxTime Adaptive Module



CONTROL TECHNOLOGIES

20-B003R- ATMS Central Management Software

Item No.	Description	Units	Qty	Unit Price
Central:				
1	MAXVIEW ATMS license fee (per intersection)	EA	1	\$950.00
2	MAXVIEW CV license fee (per intersection)	EA	1	\$375.00
3	MAXVIEW ATMS/MAXVIEW CV training (1 day, includes travel)	LS	1	\$2,698.00
4	Intersection MAP configuration (per intersection)	EA	1	\$200.00
Adaptive:				
5	MAXTIME Adaptive license fee (per intersection)	EA	1	\$5,625.00
6	MAXTIME Adaptive installation & integration (per intersection)	EA	1	\$4,425.00
7	Travel for MAXTIME adaptive (1 person/1 week onsite)	LS	1	\$2,475.00
8	MAXTIME Adaptive training (2 days, includes travel)	LS	1	\$4,586.00
Innovative Technology Solutions:				
Local CV:				
9	MAXTIME CV license fee (per intersection)	EA	1	\$187.50
10	MAXTIME CV installation & integration (per intersection)	EA	1	\$1,250.00
11	MAXTIME CV training (2 days, includes travel)	LS	1	\$4,586.00
12	Intersection MAP configuration (per intersection)	EA	1	\$200.00
Corridor Analysis:				
14	Blyncsy Travel Time System w/ 5 yr data & cellular service	EA	1	\$5,350.00
Innovation Detection Solutions:				
13	Trafiradar for Adaptive Detection	EA	1	\$4,375.00
15	Flir Trafisense 2 V2X- Thermal vehicle, ped & bike detector w/ connected vehicle capability; includes 250' of cable.	EA	1	\$ 4,250.00
16	Flir BPL2 Edge Module	EA	1	750.00
Electronic Infrastructure Security Lock System:				
17	Key: Medeco XT Slim Line Key (G3B) & Charger Bundle. Includes XT Bluetooth Key, Charger and USB Cable	EA	1	165.00
	Lock: Traffic Signal Cabinet Electronic Lock. Includes Medeco Intelligent Cylinder and Mechanical lock body replacement	EA	1	265.00
	Programmer: Medeco XT USB Programming Station with USB Cable	EA	1	225.00
	Software: Medeco XT Web Plus Software Annual Hosted Service Per Year	EA	1	1,850.00
	Training/Support XT System Support including training, hardware, and software support	EA	1	1,275.00

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401



ADDENDUM #1 – Q&A

T: (843) 724-7314
F: (843) 720-3872

DATE: February 6, 2020
TO: All Bidders
FROM: Robin Barrett Robinson
RE: 20-B003R – ATMS Central Management Software

This addendum #1 to the solicitation is being made for the following reasons:

Q-1 Does the City of Charleston want all 3 licenses (Central Software, Adaptive Software, Connected Vehicle Software), integrations and training as one lump sum or do they want separate bid items for each so they can choose what software license is required per location?

A-1 Please provide an itemized price rather than a lump sum

Q-2 Does the City of Charleston want options for innovative technology solutions?

A-2 Yes we do.

If you have any questions, please feel free to call 843-724-7314. Thank you in advance for your cooperation.

Signature of Acknowledgement

02/14/2020

Date

Control Technologies, Inc.

Company Name

COMMITTEE / COUNCIL AGENDA

4.)

TO: John J. Tecklenburg, Mayor
FROM: Amy Wharton DEPT. BFRC
SUBJECT: WORKERS COMPENSATION EXCESS INSURANCE
REQUEST: APPROVAL OF RENEWAL WITH SAFETY NATIONAL

COMMITTEE OF COUNCIL: Ways & Means DATE: March 24, 2020

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

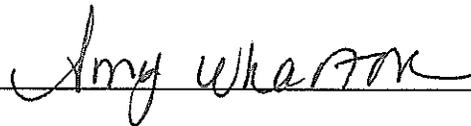
	Yes	N/A	Signature of Individual Contacted	Attachment
Corporation Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<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 BFRC/Safety Account #: 181000 51250

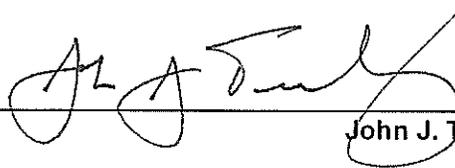
Balance in Account _____ Amount needed for this item \$417,015

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

The 2020/2021 policy renewal rate is flat but the premium is increasing due to the increased payroll. This policy runs April 1, 2020 to April 1, 2021.

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.

Insurance Proposal
Prepared For

City of Charleston

Excess Workers
Compensation

Effective: 4/1/2020 to 4/1/2021

Presented: February 28, 2020



Willis Towers Watson Southeast, Inc.
214 North Tryon Street, Suite 2500
Charlotte, NC 28202

Contents

Market Summary	3
Financial Summary and Payment Terms	3
Program Comparison	4
Coverage Summary	5
Excess Workers Compensation	5
A.M. Best Company Rating Information	7
Important Notices	8
Client Services	9
Order to Bind	12
Appendix	13
Brokerage Terms, Conditions & Disclosures	
Carrier Quotes	

Market Summary

Below is a summary of markets that we approached on your behalf:

Carrier	Lines of Business	Response
Excess Workers Compensation & Employers Liability	Safety National	Incumbent; quoted 1 & 2 year options with \$1M SIR, \$3M aggregate. Expiring premium rate and coverage terms, with a 24% reduction in the loss fund rate.
	Arch	Quoted 2 year term, \$1M SIR; cannot provide aggregate
	Chubb	Quoted 1 year term, \$1M SIR; cannot provide aggregate
	Midwest Employers	Provided indications for 1 & 2 year term, \$1.5M SIR, \$3M aggregate
	Hartford	Declined; unable to utilize PMA as TPA; would only consider a bundled program
	Zurich	Declined; would only consider in support of other lines
	Travelers	Declined; police and fire exposures are not a good fit

Financial Summary and Payment Terms

Effective Dates	Coverage	Carrier	Deposit Premium	Commission	Payment Terms
April 1, 2020 to April 1, 2022	Excess Workers Compensation & Employers Liability	Safety National	\$834,030 (2 year)	0%	Agency Bill; Annual 50% deposit due 4/1/2020, 50% due 4/1/2021

These quotes are valid until March 31, 2020, after which insurers may withdraw or vary it. We have included the carrier quotations in the Appendix.

Please review this proposal and advise of any changes or questions you may have. To request the binding of coverage, please sign the order to bind request form included in this proposal and return or contact me by phone or e-mail.

Information provided is only a brief outline of the policy. Refer to the actual policy terms & conditions for a determination of coverage. © 2020 Willis Towers Watson. All rights reserved. Proprietary and Confidential. For Willis Towers Watson use only.

WillisTowersWatson

City of Charleston

Program Comparison

	2018-2020 Safety	2020-2022 Safety	Change	2020-2022 Safety	2020-2022 Arch	2020-2022 Midwest (1)	2020-2021 Safety	2020-2021 Midwest (1)	2020-2021 Safety	2020-2021 Crubb (2)
Self-Insured Retention	\$1,000,000	\$1,000,000	0%	\$1,000,000	\$1,000,000	\$1,500,000	\$1,000,000	\$1,500,000	\$1,000,000	\$1,000,000
Aggregate Excess Limit	\$3,000,000	\$3,000,000	0%	N/A	N/A	\$3,000,000	\$3,000,000	\$3,000,000	N/A	N/A
Loss Limit	\$1,000,000	\$1,000,000	0%	N/A	N/A	\$500,000	\$1,000,000	\$500,000	N/A	N/A
Loss Fund Rate	\$9.00	\$6.85	-24%	N/A	N/A	\$4.424	\$7.00	\$3.933	N/A	N/A
Estimated Loss Fund	\$16,231,942	\$13,934,404	-14.2%	N/A	N/A	\$8,000,000	\$7,119,769	\$4,500,000	N/A	N/A
Minimum Loss Fund	\$15,744,984	\$13,516,372	-14.2%	N/A	N/A	\$8,000,000	\$6,906,176	\$4,500,000	N/A	N/A
Payroll	\$180,354,910	\$203,421,958	12.8%	\$203,421,958	\$203,421,958	\$203,421,958	\$101,710,979	\$101,710,979	\$101,710,979	\$101,710,979
Premium Rate	\$.41	\$.41	0%	\$.373	\$.3411	\$.285	\$.41	\$.285	\$.373	\$.3341
Deposit Premium	\$739,455	\$834,030	12.8%	\$758,764	\$693,872	\$580,000	\$417,015	\$290,000	\$379,382	\$339,779
Minimum Premium	\$702,482	\$792,329	12.8%	\$720,826	\$693,872	\$580,000	\$396,164	\$290,000	\$360,413	\$339,779
Commission	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Note: Arch and Chubb cannot provide aggregate excess coverage. We obtained options from Safety National, both with and without aggregate excess.

- (1) Midwest provided indications only. Terms can be formalized following a conference call to review medical claims settlement issues. As respects erosion of the loss fund, Midwest caps individual claims at \$500,000.
- (2) Chubb does not offer a two year policy, they will consider a 2 year rate guarantee.

Information provided is only a brief outline of the policy. Refer to the actual policy terms & conditions for a determination of coverage. © 2020 Willis Towers Watson. All rights reserved. Proprietary and Confidential. For Willis Towers Watson use only.

WillisTowersWatson LLP

City of Charleston

Coverage Summary

Excess Workers Compensation

Carrier: Safety National Casualty Corporation
AM Best Rating: A+ XV
Effective Date: 04/01/2020 at 12:01am standard time
Expiration Date: 04/01/2022 at 12:01am standard time Annual - Voluntary
Audit Basis: Excess coverage for injury to South Carolina Employees, subject to terms,
Coverage: conditions and exclusions of the policy

Limits

Employers Liability Limit by Accident - Each Accident	\$1,000,000
Employers Liability Limit by Disease - Policy Limit	\$1,000,000
Employers Liability Limit by Disease - Each Employee	\$1,000,000
Workers Comp Limit – Each Accident/Each Employee for Disease	Statutory

Specific Insurance

Self-Insured Retention: Each Accident	\$1,000,000
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Aggregate Excess Insurance

Aggregate Excess Limit	\$3,000,000
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Rates and Premium

Term	Option 1: One Year	Option 2: Two Year*
Estimated Total Payroll	\$101,710,979	\$203,421,958
Loss Fund Rate	\$7.00	\$6.85
Estimated Loss Fund	\$7119,769	\$13,934,404
Minimum Loss Fund	\$6,906,176	\$13,516,372
Loss Limitation	\$1,000,000	\$1,000,000
Premium Rate	\$.41	\$.41
Deposit Premium	\$417,015	\$834,030
Minimum Premium	\$396,164	\$792,329
OPTION – NO AGGREGATE EXCESS		
Premium Rate	\$.373	\$.373
Deposit Premium	\$379,383	\$758,754
Minimum Premium	\$360,413	\$720,826

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City of Charleston

Terms and Conditions Including But Not Limited To

- Broad Form All States Coverage for Employee Travel
- Communicable Disease Endorsement
- Foreign Voluntary Workers Comp & Employers Liability, Including Endemic Disease
- Incidental Longshoremen's and Harbor Workers Compensation Act Endorsement – State Benefits
- Incidental Maritime Coverage Endorsement
- Contractual Waiver of Subrogation Endorsement (NEW)
- Definition of Loss Fund
- 90 Days' Notice of Cancellation
- State Amendatory Endorsement(s)
- Terrorism Disclosure Notice
- TPA: PMA
- Inmate Exclusion

Risk Control Services

Safety National MAP Client Services are included in the quote. These resources consist of both risk control and claim services, including resources such as:

- Safety Essentials Online
- Workers Comp Kit
- Safety Training Source
- Medical Management Program:
 - o Catastrophic Claims Consulting
 - o Impartial Medical Review
 - o Long-Term Claims Evaluation
 - o Chronic Pain & Opioid Dependency Programs

Crisis Protection

- \$50,000 Annual Aggregate benefit for a qualifying Domestic Crisis Event
- 24 hour crisis hotline to preferred and approved Domestic Crisis Event vendors.
- Crisis communication and media management
- Short-term counseling

Domestic Crisis: two or more employee deaths resulting from events such as:

- Explosion
- Arson
- Bombing
- Workplace Violence
- Structural Fire
- Vehicular Accident
- Natural Disasters

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Willis Towers Watson

City of Charleston

A.M. Best Company Rating Information

A.M. Best is the most widely recognized authority on the evaluation and rating of insurance companies based in part upon their financial strength and policyholders' surplus. The Best's rating for the company we are including in this proposal is:

Company Name	Rating	Financial Size	Date of Rating
Safety National Casualty Corporation	A +	XV	October 03, 2019
Arch Insurance Company	A +	XV	October 17, 2019
ACE American Insurance Company	A++	XV	December 11, 2019
Midwest Employers Casualty Company	A +	XV	May 10, 2019

As professional agents/brokers it has long been our established policy to make every effort to deal only with companies having a Best's Rating of A++, A+, A or A-, which are the four highest ratings available, and a minimum of \$50 million in Policyholders' Surplus. It must be noted that neither WillisTowersWatson nor any affiliated company guarantees the financial solvency of any insurance carrier. The following list outlines the A.M. Best Company rating scale and associated descriptions.

Financial Strength Ratings and Size Categories

An A.M. Best's Financial Strength Rating is an opinion of an insurer's ability to meet its obligations to policyholders. A.M. Best assigns each letter rated insurance company a Financial Size Category. This is designed to provide a convenient indicator of the size of a company in terms of its statutory surplus and related accounts.

A.M. Best Ratings			
A++, A+	Superior	C++, C+	Marginal
A, A-	Excellent	C, C-	Weak
B++, B+	Very Good	D	Poor
B, B-	Good	E	Under Regulatory Supervision
		F	In Liquidation

Financial Size Categories (in millions of us dollars)			
Class I	Up to 1	Class IX	250 to 500
Class II	1 to 2	Class X	500 to 750
Class III	2 to 5	Class XI	750 to 1,000
Class IV	5 to 10	Class XII	1,000 to 1,250
Class V	10 to 25	Class XIII	1,250 to 1,500
Class VI	25 to 50	Class XIV	1,500 to 2,000
Class VII	50 to 100	Class XV	Greater than 2,000
Class VIII	100 to 250		

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Important Notices

COMMISSION DISCLOSURE

Willis Towers Watson negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis Towers Watson will collect the difference directly from the insurer. These payments will not increase the cost of your insurance or otherwise impact your premium or rates. Details of these arrangements where there is compensation beyond the base compensation detailed in your Quote Proposal can be found at:

http://www.willis.com/About_Willis/The_Willis_Way/Commission_Rates/

BROKERAGE TERMS, CONDITIONS & DISCLOSURES

This proposal is presented in conjunction with the Brokerage Terms, Conditions & Disclosures, which is enclosed.

Client Services

Client Service Team

Team Member	Responsibilities
Richard Moxley, Vice President, Client Advocate Direct: 843-416-1037 Mobile: 704-995-7729 Richard.Moxley@willistowerswatson.com	<ul style="list-style-type: none"> ▪ Central point of accountability and responsibility for all of the client's service ▪ Ensures that the client gains relevant access to WTW's resources and expertise
Melissa Sowell, Client Manager Direct: 704-804-7442 Mobile: 704-231-2583 Melissa.Sowell@willistowerswatson.com	<ul style="list-style-type: none"> ▪ Assists with management and coordination of placement activities ▪ Point of contact for post-binding and other mid-term activities
Chrys Rhodes, Vice President, Senior Broker Direct: 704-927-6005 Mobile: 704-713-9768 Chrys.Rhodes@willistowerswatson.com	<ul style="list-style-type: none"> ▪ Leads marketing, placement, and negotiation for all LOB-related lines of coverage ▪ Specializes in coverage
John Bobo, Claims Advocacy Direct: 704-804-7443 Mobile: 704-957-1804 John.Bobo@willistowerswatson.com	<ul style="list-style-type: none"> ▪ Advocates for coverage claims ▪ Manages relationships with the carrier to ensure effective and timely resolution

We are a 24 hour a day operation. We understand that you have risk management needs around the clock. If you are ever unable to reach anyone on your Service Team, these Senior Executives are available to assist you:

Eric Hein, Carolinas Managing Director
 Direct: 704-344-4884
 Mobile: 704-953-0262
Eric.Hein@willistowerswatson.com

Stuart Spector, Eastern Region Service Officer
 Direct: 301-742-9052
 Mobile: 301-581-4206
Stuart.Spector@willistowerswatson.com

Willis Towers Watson

City of Charleston

Willis Towers Watson Certificate Center

The Willis Towers Watson Certificate Service Center is a team of dedicated professionals available to process your certificate and automobile identification requests. Our system makes it possible to easily issue large numbers in a specialized manner to fit your needs. Further, we have the ability to electronically send mid-term certificates and auto ID cards via email/fax to you and/or the cert holder, as well as providing you with instant 24/7 access to certificates and auto ID cards issued via our Certificate Portal website.

Standard Turnaround Times

- Routine Midterm Requests – 4 Hours
- Rush Midterm Requests – 90 Minutes
- Renewals – 2 Business Days
- Please call our phone number below for any work stoppage issues

Cert Central Hours of Operation and Contact:

- 7:00 a.m. to 7:00 p.m. Central Standard Time – Monday thru Friday
- E-mail: certificates@willistowerswatson.com
- Phone: 877 945 7378
- Fax: 888 467 2378

Certificate Portal – Willis Towers Watson Competitive Advantage

- Web address and unique login credentials provided by your WTW Service Team
 - Certificates on Demand Portal – certs.willistowerswatson.com
 - Intelllicerts Portal – www.intellicerts.com
- All certificates and auto id cards issued by the Cert Center are stored and can be accessed 24/7 to be viewed or printed by you as needed
- User-friendly search criteria enables precision searches for specific documents
- Ability to download zip files of large groups of documents
- Submit requests directly to the Cert Center Team at certificates@willistowerswatson.com

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Willis Towers Watson Claims Advocacy Center

Client Reports Directly to the Carrier

- Workers' Compensation
- Auto - except fatalities, serious injury, complex liability/coverage situations
- General Liability - except fatalities, serious injury, complex liability/coverage situations, construction defect, asbestos
- All claims for policyholders placed through the CBU

Claim Advocate Can and Will Get Involved in Any Claim Where

- Any claim related issue
- Client is experiencing problems with the carrier
- Questions about the handling of a claim or claim process
- Any coverage issue
- Claim status reviews - upon request

Claim Associate Reports the Following Types of Claims

Intermediary Involvement	Property/Business interruption
All Lawsuits	Equipment Breakdown
Auto – Complex Issues	Inland Marine
GL – Complex Issues	Builder's Risk
GL – Construction Defect / OCIP	Crime / Employee Dishonesty
Pollution, Asbestos, Mold	Fiduciary
Umbrella/Excess	Media Liability
Crisis Management	Cyber Liability
Directors & Officers	Professional Liability
Employment Practices Liability	Foreign/ International

Claim Advocate Group Contact Information

Nashville, TN CAG
claimcentral@WillisTowersWatson.com
877-725-9678
877-945-3676

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City of Charleston

Order to Bind

Please review this proposal and advise of any changes or questions you may have. To request the binding of coverage, please complete and sign the following or contact me with your binding instructions.

Excess Workers Compensation			
Safety National	Option 1: One Year, with aggregate	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Option 2: Two Year, with aggregate	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Option 3: One Year, without aggregate	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Option 4: Two Year, without aggregate	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Arch	Option 1: Two Year, without aggregate	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Chubb	Option 1: One Year, without aggregate	<input type="checkbox"/> Yes	<input type="checkbox"/> No

City of Charleston

Signature

Date

Title

Printed Name

Appendix

1. BROKERAGE TERMS, CONDITIONS & DISCLOSURES

2. CARRIER QUOTES

Brokerage Terms, Conditions & Disclosures

Your decision to purchase insurance coverages, products, and/or services through Willis Towers Watson is subject to the following terms and conditions.

1. General Terms and Conditions

- 1.1. **Fees Exclusive of Taxes.** Any fees or rates quoted or estimated will be exclusive of income tax or of any sales, ad valorem, value added tax or any similar tax unless such tax is required to be included pursuant to a statutory requirement. If required, we will add the relevant tax to the invoice, separately stated, and remit such tax to the appropriate authority.
- 1.2. **Our Responsibilities.** We will provide the services in a professional manner with reasonable skill and care and in accordance with all laws and regulations applicable to us. We will assign to the project team, members of our staff with adequate education, training and experience to perform the tasks assigned to them. We will use reasonable endeavors to meet any agreed timetable.

The work product we produce in the course of providing the services (the "Work Product") will not infringe any intellectual property right of any third party. Unless otherwise expressly agreed in writing, we do not accept any fiduciary or trust responsibilities or related liability in connection with the performance of the services. We do not provide legal, accounting or tax advice.

- 1.3. **Your Responsibilities.** You will provide us, in a timely manner, with all documentation, information, access to your personnel, access to your premises (if applicable) and cooperation reasonably required to provide the services. Any delay or failure to provide such documentation, information, access to your personnel or cooperation may result in: (a) a revision to any agreed timetable; and (b) if we are required to perform any additional work as a result, in additional fees being charged. We will rely on the documentation and information provided by you or your representatives and we do not take responsibility for verifying the accuracy or completeness of it. You may rely only upon our final Work Product and not on any drafts or oral statements made by us in the course of performing the services.
- 1.4. **Intellectual Property Rights and Work Product.** You will retain ownership of all original data and materials provided to us by you or your representatives, and the intellectual property rights in that data and materials. You will have the right to use, reproduce and adapt the copies of the Work Product for internal purposes within your organization. We will retain the intellectual property rights in the Work Product, and the skills, know-how and methodologies used or acquired by us during the course of providing any of the services.

The services, including the Work Product, are provided solely for the intended purpose, and may not be referenced or distributed to any other party without our prior written consent. You may distribute the Work Product to your affiliates, provided that you ensure that each such affiliate complies with these Terms, Conditions, & Disclosures, as if it were a party to them, and you remain responsible for such compliance.

You will not refer to us or include any of the Work Product in any shareholder communication or in any offering materials (or fairness opinion provided by your professional advisers) prepared in connection with the public offering or private placement of any security, unless otherwise agreed in writing.

- 1.5. **Confidentiality and Data Privacy.** Each party (the "Recipient") will protect all confidential information which the other party (the "Discloser") provides to it (whether orally, in writing or in any other form) ("Confidential Information") using the same standards as the Recipient applies to its own comparable confidential information, but in no event less than reasonable measures. Confidential Information will not include information that is: (a) already known to the Recipient at the time of disclosure; (b) in the public domain or publicly available; (c) provided to it by a third party who is under no such obligation of confidentiality; (d) independently developed by it; or (e) is required to be disclosed by court order, regulatory authority or other legal process, provided that prior to disclosing any Confidential Information, the Recipient will, if permitted by law, notify, and cooperate with the Discloser, at Discloser's expense, to lawfully limit and/or obtain appropriate protective orders with respect to such portion(s) of the Confidential Information which is the subject of any such required disclosure. Each party may disclose Confidential

Information to its legal advisers to protect its own legitimate interests or to comply with any legal or regulatory requirements.

In the course of providing the services, the parties acknowledge that you may provide us with information about an identifiable individual or information which relates to a natural person and allows that person to be identified, including your customer or employee information ("**Personal Data**"). It is further acknowledged that we are a global business and that we may transmit your information, including Personal Data, within our global network of offices to our affiliates and providers of IT outsourcing who will be subject to appropriate data protection standards. You represent that Willis Towers Watson is authorized to receive and possess any such Personal Data and that you have obtained any necessary consents from third parties, including the individual to which such Personal Data relates, that may be required for us to use the Personal Data for the purposes of providing the services. Irrespective of where we receive or hold Personal Data on your behalf, we will take appropriate technical, physical and organizational/administrative measures to protect it against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access. Each party will comply with the provisions and obligations imposed on it by applicable data privacy legislation and regulations.

You agree that we may maintain, process and transfer your Confidential Information and Personal Data in order to perform the services, and for other reasonable ancillary purposes, unless you instruct otherwise.

In addition, you hereby grant us permission to use data we receive from you or your representatives in the course of the services for use in industry benchmarking studies, trend analyses and research. We may use the results of these studies, analyses and research for various purposes, including articles and studies for distribution to our other clients and prospects. Any such articles or studies will not disclose your participation or mention the inclusion of your information to any other party. Any findings from these studies that may show individual participant results will be on a blinded basis, and not attribute any finding to a specific participant.

- 1.6. **Nonconforming Services.** If the services do not conform to the requirements agreed between the parties, you will notify us promptly and we will re-perform any non-conforming services at no additional charge or, at our option, refund the portion of the fees paid with respect to such non-conforming services. The re-performance of the services or refund of the applicable fees is intended to provide an adequate remedy for any failure on our part to adhere to the requirements agreed between the parties for the performance of services.
- 1.7. **Indirect Damages.** In no event shall we or any of our affiliates and our and their respective employees, directors, officers, agents and subcontractors be liable for any incidental, special, punitive, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss), except to the extent such liability may not be excluded as a matter of law.
- 1.8. **Joint Liability.** Where we are jointly liable to you with another party, we will to the extent permitted by law only be liable for those losses that correspond directly with our share of responsibility for the losses in question.
- 1.9. **Third Parties.** We accept no responsibility for any consequences arising from any third party relying on the Work Product. If we agree to provide the Work Product to a third party, you are responsible for ensuring that the third party is made aware of the fact that they are not entitled to rely upon it. You agree to reimburse us for all costs (including reasonable legal fees) that we incur in responding to any requests or demands from third parties, pursuant to legal process or otherwise, for data or information related to the services.
- 1.10. **Force Majeure.** Neither party will be liable for any delay or non-performance of its obligations caused by an event beyond its control (a "**Force Majeure Event**") provided that the party affected gives prompt notice in writing to the other party of such Force Majeure Event and uses all reasonable endeavors to continue to perform its obligations. Either party may terminate any Statement of Work or Service Agreement by written notice to the other with immediate effect if such Force Majeure Event continues for more than 3 months.
- 1.11. **Miscellaneous.** These Term, Conditions & Disclosures, together with any signed agreement between us applicable to the same services, set out the complete and exclusive statement of agreement and

understanding between the parties, which supersedes and excludes all prior or contemporaneous proposals, understandings, agreements or representations, whether oral or written, with respect to your purchase of insurance. To the extent there is a conflict between these Terms, Conditions & Disclosures and a separately negotiated and signed agreement between you and Willis Towers Watson for the same services, the relevant portions of the signed agreement will control. Any modifications of or amendments to any MSA, Statement of Work, a Service Agreement, or a change to the services must be in writing and agreed by the parties. Should any provisions of an MSA, Statement of Work, Service Agreement, or any of the Terms, Conditions, & Disclosures be declared void, illegal or otherwise unenforceable, the remainder will survive unaffected.

Neither party may assign or delegate any of its rights or obligations to any third party without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or delegate any of its rights and obligations to an affiliate. We reserve the right to employ subcontractors to assist in providing services and to pass to them any information and materials they need to perform their work. Where we use affiliates or subcontractors to provide the services, we will remain ultimately responsible for the provision of the services.

Neither party will have any liability in respect of any statement (except in the case of fraud where the liability of each party to the other will be unlimited) made by such party or on its behalf to the other party which is not contained in an applicable Statement of Work, Service Agreement, or these Terms, Conditions, & Disclosures and each party acknowledges that it has not entered into an any Statement of Work, or Service Agreement or will enter into a Statement of Work or Service Agreement, in reliance on any representation by the other party which is not contained in the MSA, the applicable Statement of Work, Service Agreement, or these Terms, Conditions & Disclosures.

We do not tolerate unethical behavior either in our own activities or in those with whom we seek to do business. We will comply with applicable laws, regulations, and rules.

- 1.12. **Sanctions and Export Control.** Sanctions and export control laws from the EU, United States, Canada, and other government authorities prohibit companies, including Willis Towers Watson, from conducting business in certain jurisdictions or with certain individuals. The restrictions may differ based on your business activity, ownership structure, and the location or nationality of your employees. Please inform us of any insurance or service requirements you have which touch upon goods, countries, entities or individuals subject to any sanctions or export controls. We will comply with all applicable sanctions and export control laws, and we are not responsible for actions taken by third parties based on their own sanctions or export control constraints.

To comply with applicable anti-money laundering regulations there are times when we may ask clients to confirm (or reconfirm) their identity. We may need to do this at the time you become a client or have been one for some time or for example, when checking details on proposal forms and transferring claims payments. This information may be shared with other subsidiaries of Willis Towers Watson PLC and where we deem necessary with regulatory or law enforcement bodies. Please note that we are prohibited from disclosing to you any report we may make based on knowledge or suspicion of money laundering, including the fact that such a report has been made.

We have systems that protect our clients and ourselves against fraud and other crime and we may utilize the services of third parties in order to identify and verify clients. Client information can be used to prevent crime and trace those responsible. We may check your details against financial crime databanks. If false or inaccurate information is provided, we may be obliged to pass such details to relevant regulatory agencies that may use this information.

- 1.13. **Dispute Resolution.** The parties agree to work in good faith to resolve any disputes arising out of or in connection with the services provided under these Terms, Conditions & Disclosures. If a dispute cannot be resolved it will be submitted to non-binding mediation to be conducted by Judicial Arbitration and Mediation Services (JAMS) before either party pursues other remedies hereunder. If the mediation does not resolve the dispute and a party or both parties wish to pursue other remedies, the parties agree that their legal dispute will be resolved without a jury trial and agree not to request or demand a jury trial. To the fullest extent permitted by applicable law, the parties hereby irrevocably waive any right they may have to demand a jury trial.

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To the extent the foregoing jury trial waiver is not enforceable under the governing law, except as provided below, any dispute arising out of or in connection with these Terms, Conditions & Disclosures which the parties are unable to resolve between themselves or through mediation as provided above, will be resolved by binding arbitration in the state as provided for in paragraph 14 below, or other mutually agreed location, before a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Under these circumstances, the arbitration proceeding will be the sole and exclusive means for resolving any dispute between the parties, except for any dispute involving the ownership or use of work product or intellectual property, provided that either party may seek an injunction or other equitable relief if such action is necessary to avoid irreparable damage or to preserve the status quo. Each party will have the right to select one of the arbitrators and the two arbitrators so selected will agree on the choice of the third arbitrator. Each party will bear the expenses of the arbitrator it selects and one-half of the expenses of the third arbitrator and other costs related to the arbitration. Judgment on the award rendered by the arbitrators will be final and binding, and may be entered in any court having jurisdiction thereof. The arbitration proceeding will be confidential.

- 1.14. **Governing Law.** Any controversy, dispute or claim of any kind between the parties will be governed by and interpreted in accordance with the laws of the jurisdiction where the Willis Towers Watson office principally responsible for providing the services to you under the particular Statement of Work is located, without regard to any provisions governing conflicts of laws; provided that if such office is located outside of Canada or the US, the governing law will be that of the State of New York, without regard to any provisions governing conflicts of laws.
- 1.15. **Additional Provisions Applicable Only to Health and Benefits Services.**
 - 1.15.1. If and to the extent that any portion of Willis Towers Watson's compensation is to be paid by or on behalf of any employee health or other welfare benefit plan ("Plan"), including commissions derived from Plan assets, then you will secure the approval of the applicable Plan fiduciaries for such portion of our compensation. You, and if applicable, the Plan fiduciaries, and not Willis Towers Watson, will determine whether any payment utilizing, or deriving from, Plan assets is appropriate. Willis Towers Watson will provide details concerning its charges to enable you, and if applicable, the Plan fiduciaries to make such determinations, but any information that Willis Towers Watson provides to you with its invoices or otherwise should not be construed as advice regarding the appropriate use of Plan assets. You, and if applicable, the Plan fiduciaries are encouraged to consult with legal counsel regarding such matters. Unless you tell us otherwise, in providing our services we will assume that the employee welfare benefits you provide to your employees and with respect to which we provide services have been wrapped into a single Plan. To the extent that you or your Plan enter into an Administrative Services Only contract with a Third party Administrator pursuant to which Willis Towers Watson receives a directed fee, you represent that all administrative fees are paid by you out of your general assets and will not be charged to the Plan.
 - 1.15.2. Willis Towers Watson is not being engaged as a fiduciary or to provide investment advice and does not and will not perform or assume any fiduciary or trust responsibilities or liability in connection with the performance of the services. You agree that the services to be performed by Willis Towers Watson under an applicable Statement of Work are ministerial and not fiduciary in nature, that Willis Towers Watson has no discretionary authority or control with respect to the management or administration of your employee benefit plan(s) or any Plan assets, that Willis Towers Watson is not providing any advice with respect to products that may have an investment component, and that Willis Towers Watson's compensation has not been set at levels intended to compensate it for assuming fiduciary liability. You retain full responsibility for decisions to purchase or not purchase insurance policies, all claims for benefits against the Plan and any other discretionary decisions by the Plan or any fiduciary, trustee, Plan administrator, or Plan committee.
 - 1.15.3. You agree that any enrollment or census data provided to Willis Towers Watson shall be provided by you in your role as an employer. You agree that you are responsible for your own access to and use of employee data, and that all persons whom you direct or request Willis Towers Watson to share employee data with are authorized to receive the employee data.
 - 1.15.4. In the event that you and/or any of the employee benefit plans sponsored by you need to enter into business associate agreements with Willis Towers Watson to satisfy the requirements of the

Health Insurance Portability and Accountability Act, the regulations implementing that Act (the "Standards for Privacy of Individually Identifiable Health Information," codified at 45 C.F.R. parts 160 and 164), or any other similar law, the parties will execute an agreement in compliance with these requirements.

2. Brokerage Terms and Conditions

- 2.1. The services we provide to you will rely in significant part on the facts, information and direction provided by you or your authorized representatives. In order to make our relationship work, we must each provide the other with accurate and timely facts, information and direction as is reasonably required. You must provide us with complete and accurate information regarding your loss experience, risk exposures, and changes in the analysis or scope of your risk exposures and any other information reasonably requested by us or Insurers. It is important that you advise us of any changes in your business operations that may affect our services or your insurance coverages. Therefore, all information which is material to your coverage requirements or which might influence Insurers in deciding to accept your business, finalizing the terms to apply and/or the cost of cover, or deciding to pay a claim, must be disclosed. Failure to make full disclosure of material facts might potentially allow insurers to avoid liability for a particular claim or to void the policy. This duty of disclosure applies equally at renewal or modification of your existing coverage and upon placement of new lines of coverage. You agree that Willis Towers Watson will not be responsible for any consequences arising from any delayed, inaccurate or incomplete information.
- 2.2. An insurer quote is an offer to provide coverage. Offers can be modified or withdrawn prior to your acceptance through your order to bind coverage. The quote itself is not a legally binding commitment or a confirmation of actual coverage. Should you choose to bind coverage, we will secure a formal commitment, typically in the form of a binder on a form issued or approved by the insurer(s) at issue. The quotes we will provide to you are based upon the information that you have provided to us. If you discover that previously submitted information is inaccurate or incomplete, please advise us immediately so that we can attempt to revalidate terms with Insurers.
- 2.3. At the time of binding, we review the financial soundness of the insurers we recommend to provide your coverages based on publicly available information, including that produced by well-recognized rating agencies. Upon request, we will provide you with our analysis of such insurers. We do not guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.
- 2.4. If you have a multi-year policy, it is important that you understand the limitations associated with the coverage options and the possibility that the financial strength of the insurer may change throughout the term of the policy. We recommend that you review the insurer's ratings for any downgrades during the term of this multi-year policy.
- 2.5. The final decisions with respect to all matters relating to your insurance coverages, risk management, and loss control needs and activities are yours. We will procure the insurance coverage chosen by you, including the limits you choose, prepare or forward insurance binders, if applicable, and review and transmit policies to you.
- 2.6. We will review all binders, policies and endorsements to confirm their accuracy and conformity to negotiated specifications and your instructions and advise you of any errors in, or recommended changes to, such documents. You agree that you will also review all such documents and promptly advise us of any questions you have or of any document or provision which you believe may not be in accordance with your instructions as soon as possible, and in no event longer than two weeks, after you receive them. Your coverage is defined by the terms and conditions detailed in your insurance policies and endorsements. Your review of these documents, and any review you may seek from outside legal counsel or insurance consultants, is expected and essential.
- 2.7. We will inform you of the reporting requirements for claims, including where claims should be reported and the method of reporting to be used, if applicable. Please carefully review any claims-reporting instructions or information we provide. Failure to timely and properly report a claim may jeopardize coverage for the claim. In addition, you should retain copies of all insurance policies and coverage documents as well as claims-reporting instructions after termination of the policies because in some cases you may need to report claims after termination of a policy.

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- 2.8. Our compensation may be revised if you request a change in the coverages and/or services during the term of this Agreement and we enter into a written agreement documenting any change in coverages, services and compensation.
- 2.9. If your insurance risks are in more than one jurisdiction, we, where required, will work with you and insurers to determine the allocation of premium between applicable jurisdictions, and the amount of insurance premium tax payable in each jurisdiction. In providing such services, Willis Towers Watson is acting in its capacity as an Insurance broker, not as your tax advisor. You should seek your own advice in relation to such tax laws where you consider it necessary. We will not be liable to you should the apportionment of premium or amount of tax payable under the policy be challenged by any tax authority. In addition, we will not be liable to you should the insurers fail, or refuse, to collect and pay such insurance premium tax to the relevant authorities.
- 2.10. You will provide immediately available funds to pay premiums by the dates specified in the insurance policies, invoices, or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by the insurer. You agree that we are not responsible for any consequences arising from any delay or failure by you to pay the amount due by the indicated date.
- 2.11. You may use a premium finance company, property appraiser, structured settlement firm or other similar service provider in connection with the insurance coverages we place for you. Premium finance options are not always available, but where they are, Willis Towers Watson currently works with industry leading finance providers for this service. Where permitted by law, we receive a fee for the services we provide those companies. These services include, but are not limited to, processing the premium finance applications and marketing and sales support they do not have. If you would like more information about the fee we receive, please let us know.
- 2.12. We will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with applicable province/territory, state and federal insurance laws and regulations and province/territory and state unclaimed property laws. We may transfer your funds directly to insurers or to third parties such as wholesale brokers, excess and surplus lines brokers, or managing general agents to carry out transactions for you.
- 2.13. Where we collect funds from you, you agree that we may receive and retain interest on such funds from the date we receive the funds until we pay them to the insurers, intermediaries, or other third parties in the course of providing services, or until we return them to you after we receive such funds.
- 2.14. The following may be applicable where U.S. risks are insured with or through a foreign insurer or intermediary. The Foreign Account Tax Compliance Act (FATCA) is a U.S. law aimed at foreign financial institutions and other financial intermediaries (including insurance companies and intermediaries such as brokers) to prevent tax evasion by U.S. citizens and residents through offshore accounts. In order to comply with FATCA, insurance companies and intermediaries must meet certain legal requirements. Insurance placed with an insurance company that is not FATCA compliant may result in a 30% withholding tax on your premium. Where FATCA is applicable to you, in order to avoid this withholding tax, Willis Towers Watson will only place your insurance with FATCA-compliant insurers and intermediaries for which no withholding is required unless you instruct us to do otherwise and provide your advance written authorization to do so. If you do instruct Willis Towers Watson to place your insurance with a non-FATCA compliant insurer or intermediary, you may have to pay an additional amount equivalent to 30% of the premium covering U.S.-sourced risks to cover the withholding tax. If you instruct us to place your insurance with a non-FATCA compliant insurer but you do not agree to pay the additional 30% withholding if required, we will not place your insurance with such insurer. Please consult your tax adviser for full details of FATCA.
- 2.15. Unless otherwise provided in writing, you agree that we may use your company name and logo in marketing materials and for internal Willis Towers Watson use.
- 2.16. Unless otherwise agreed in writing, in the event of termination, we will be entitled to receive and retain any commissions payable under the terms of our commission agreements with the insurers in relation to policies placed by us, whether or not the commissions have been received by us.

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- 2.17. Our obligation to render services under the agreement ceases on the effective date of termination of the agreement. Nevertheless, we will take reasonable steps to assist in the orderly transition of matters to you or to a new insurance broker. Claims and premium or other adjustments may arise after our relationship ends, and we have no responsibility to handle these things after our relationship ends. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, we will consider providing such services after the termination of this agreement for mutually agreed additional compensation. Nevertheless, we will process all remaining deposit premium installments on the policy(ies) in effect at the time of change.
- 2.18. The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you wish us to continue to provide the services and provide your written consent. Please let us know in writing if you have concerns or we will assume that you understand and consent to our providing our services pursuant to these Terms, Conditions & Disclosures.

3. Brokerage Disclosures

- 3.1. If a Willis Towers Watson affiliate or office located outside of Canada or the United States serves as an intermediary in the placement of your coverages, it will also earn and retain compensation for providing those services, which compensation may not be included in the fee.
- 3.2. The compensation that will be paid to Willis Towers Watson will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may be contingent and may vary depending on a number of factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of business Willis Towers Watson provides to the insurer or the profitability of insurance contracts Willis Towers Watson provides to the insurer also may affect compensation. Willis Towers Watson may accept this compensation in locations where it is legally permissible, and meets standards and controls to address conflicts of interest. Whether or how much insurers may pay in such compensation does not play any role in Willis Towers Watson's placement recommendations on behalf of its clients. If you prefer that we not accept this compensation related to your policy, please notify us in writing and we will request that your insurer(s) exclude your business from their payment calculations.
- 3.3. Upon request, Willis Towers Watson will provide you with additional information about the compensation Willis Towers Watson expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.
- 3.4. To the extent Willis Towers Watson is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time we place policies for you. We will be paid the commission percentage stated for the placement of your insurance as indicated, and will receive the same commission percentage for all subsequent renewals of this policy unless a different commission percentage is disclosed to you, or unless the insurer changes its commission rates, in which case the new commission rate will be disclosed to you before placement of the policy.
- 3.5. Willis Towers Watson may place your insurance or other business with members of a panel of insurers or other vendors. Willis Towers Watson develops panels of insurers and vendors in certain market segments. Participating insurers and vendors are reviewed on a variety of factors. Commission or fee rates on panel placements may be higher than rates paid on business placed outside of the panel process. Willis Towers Watson discloses its commission rates to clients on quotes obtained through the panel process prior to binding the coverage. In some instances, insurers or vendors pay an administration or management fee to participate in the panel process or for additional reporting. In some instances, Willis Towers Watson may earn a referral fee for referring your business to certain vendors.
- 3.6. In some cases the use of a wholesale broker may be beneficial to you. We will not directly or indirectly place or renew your insurance business through a wholesale broker unless we first disclose to you in writing any compensation we or our corporate parents, subsidiaries or affiliates will receive as a result.

- 3.7. If wholesalers, underwriting managers or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are corporate parents, subsidiaries or affiliates of ours, any compensation we or our corporate parents, subsidiaries or affiliates will receive will be included in the total compensation we disclose to you. If such parties are not affiliated with us, and if you desire more information regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.
- 3.8. Commission schedules and other compensation arrangements related to our services on your behalf may change over time and may not always be congruent with your specific policy period. Willis Towers Watson will provide you with accurate information to the best of our knowledge when information is presented to you, but it is possible that compensation arrangements may change over time. We will update you on any changes to our compensation prior to your renewal, and will do so at any time upon your request.
- 3.9. As an insurance intermediary, we normally act for you. However, we or our corporate parents, subsidiaries or affiliates may also provide services to insurers for which we may earn compensation. These services may include, for example, (a) acting as a managing general agent, program manager or in other similar capacities which give us binding authority enabling us to accept business on their behalf and immediately provide coverage for a risk; (b) arranging lineslips or similar facilities which enable an insurer to bind business for itself and other insurers; (c) managing lineslips for insurers; or (d) providing third party administration and other services to insurers. Contracts with these insurers may grant us certain rights or create certain obligations regarding the marketing of insurance products provided by the insurers. We may place your insurance business under such a managing general agent's agreement, binding authority, lineslip or similar facility when we reasonably consider that these match your insurance requirements/instructions. When we intend to do so, we will inform you and disclose that we will receive compensation related to these services. In addition, these services may include providing services to insurers as a client. For example, we or they may provide consulting, brokerage, outsourced administration, or reinsurance services to insurer clients. In such cases, we or they will be compensated separately for the services provided to those insurer clients. Some of these insurer clients may happen to be insurers with whom we place your insurance coverages. The services provided to you and the services provided to our insurer clients are separate and any compensation earned for the services provided to insurer clients are separate from and in addition to the compensation we earn for the services we provide you under this Agreement.
- 3.10. We are members of a major international group of companies. In addition to the commissions received by us from insurers for placement of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by our corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to you under their separate contracts with insurers or reinsurers.
- 4. Disclosures Applicable Only to Property and Casualty Placements (Not applicable to Health and Benefits Placements)**
- 4.1. Willis Towers Watson negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis Towers Watson will collect the difference directly from the insurer. These payments will not increase the cost of your insurance or otherwise impact your premium or rates. Details of these arrangements where there is compensation beyond the base compensation detailed in your Quote Proposal can be found at: http://www.willis.com/About_Willis/The_Willis_Way/Commission_Rates.
- 4.2. A separate business unit within the Willis Towers Watson Group, FINMAR Market Services, provides a wide range of services direct to certain insurers that write business for FINEX Global clients. A separate fee is paid to FINMAR Market Services by insurers for the delivery of these services to them. This fee is calculated within a range of 2.75% and 7.5% (plus VAT, if applicable) of the overall premiums placed depending on the scale of services provided. Unless otherwise stated, premiums paid by the clients of FINEX Global will not be increased as a result of these arrangements.
- 4.3. If a surplus lines insurer (sometimes referred to as an excess lines insurer, non-admitted insurer, or non-licensed insurer) was used to quote your coverage, its premium rates, coverage terms and policy forms

Willis Towers Watson

are not regulated by your home state, province or territory, as applicable, and you will be required to pay an additional surplus lines premium tax which is on top of the premium. Also, in the event of the insurer's insolvency you will not be indemnified by any government guaranty fund for unpaid claims.

4.4. In addition to any other terms governing the use of your information as provided herein or in any other master services agreement, statement of work, or other agreement, you agree that we may use your information and, if applicable, receive remuneration for such use, as described below. We may:

4.4.1. aggregate and anonymise your information and may disclose to third parties certain anonymized or industry-wide statistics or other information which may include information relating to you, but that we will not, without your consent, reveal any information specific to you other than on an aggregated and anonymized basis and as part of an industry or sector-wide comparison;

4.4.2. use your information to engage certain insurers in periodic discussions to gauge insurers' capabilities and interest in potentially quoting your business at a future date. Such discussions could be specific to your account or part of a discussion about a portfolio of accounts and typically increase the effectiveness and efficiency of our future marketing efforts on your behalf when you desire alternative bids;

4.4.3. share information concerning your insurance arrangement with insurers or their agents where this is necessary to enable insurers to decide whether to participate in insuring your risk or to participate in any arrangement made by Willis Towers Watson whereby participating insurers agree to insure (wholly or partly) a portfolio of risks without necessarily making underwriting decisions on a case by case basis for individual risks within such portfolio;

4.4.4. use any information you provide, without further notice to you, for the purpose of: (1) prospecting facultative reinsurance business from prospective insurer clients; (2) placing facultative reinsurance on behalf of our insurer clients; (3) marketing facultative reinsurance with prospective reinsurers on behalf of our insurer clients.

5. Language

5.1. It is the express wish of the parties that this Agreement and any related documents be drawn up in the English language. Les parties confirment qu'il est leur volonté expresse et réciproque que ce contrat et tout document qui s'y rattache soient rédigés en anglais.

6. Inquiries and Complaints

6.1. Your satisfaction is important to us. If you have questions or complaints, please inform the person who handles your business or contact the head of our office. Alternatively, you may call toll free 1-866-704-5115.

Safety National Casualty Corporation
1832 Schuetz Road
St. Louis, MO 63146

PHONE # (314) 995-5300

FAX # (314) 995-3843

TO:	Willis Towers Watson Southeast, Inc.	ATTN:	Ms. Chrys Rhodes
PHONE:	(704) 376-9161	FAX:	(704) 342-3143
FROM:	Vanessa Annunziata	DATE:	02/26/2020

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Name of Risk: **CITY OF CHARLESTON, SC**

Account: 6011174 Previous Policy Number: AGC4058383

Specific Excess Only

Contract Terms	Option 6850371111	Option 6850378854
Liability Period	04/01/2020 - 04/01/2021	04/01/2020 - 04/01/2022
Payroll Reporting Period	04/01/2020 - 04/01/2021	04/01/2020 - 04/01/2022
Payroll	\$ 101,710,979	\$ 203,421,958
Manual Premium	\$ 3,025,883	\$ 3,025,883
Experience Modification Factor	1.000	1.000
Standard Premium	\$ 3,025,883	\$ 6,051,763
Self-Insured Retention	\$ 1,000,000	\$ 1,000,000
Specific Limit	Statutory	Statutory
Employers Liability Limit	Per Occ \$ 1,000,000	Per Occ \$ 1,000,000
Premium Rate	Rate \$100 Payroll \$ 0.373	Rate \$100 Payroll \$ 0.373
Deposit Premium	\$ 379,382	\$ 758,764
Minimum Premium	\$ 360,413	\$ 720,826
Commission	Net 0.00 %	Net 0.00 %
Pay Plan	ANNUAL PAYMENT	ANNUAL PAYMENT
Audit Type	Voluntary	Voluntary

*Quote expires 1 day after Payroll Reporting Period effective date for each Quote Option.

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FROM:	Vanessa Annunziata	DATE:	02/26/2020

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Name of Risk: **CITY OF CHARLESTON, SC**

Account: 6011174 Previous Policy Number: AGC4058383

Specific & Aggregate Excess

Contract Terms	Option 6672157785		Option 6850345034	
Liability Period	04/01/2020 - 04/01/2021		04/01/2020 - 04/01/2022	
Payroll Reporting Period	04/01/2020 - 04/01/2021		04/01/2020 - 04/01/2022	
Payroll	\$ 101,710,979		\$ 203,421,958	
Manual Premium	\$ 3,025,883		\$ 3,025,883	
Experience Modification Factor	1.000		1.000	
Standard Premium	\$ 3,025,883		\$ 6,051,763	
Self-Insured Retention	\$ 1,000,000		\$ 1,000,000	
Specific Limit	Statutory		Statutory	
Employers Liability Limit	Per Occ	\$ 1,000,000	Per Occ	\$ 1,000,000
Loss Fund Rate	Rate \$100 Payroll	\$ 7.00	Rate \$100 Payroll	\$ 6.85
Estimated Loss Fund	\$ 7,119,769		\$ 13,934,404	
Minimum Loss Fund	Est. x 97.00%	\$ 6,906,176	Est. x 97.00 %	\$ 13,516,372
Aggregate Excess Limit	\$ 3,000,000		\$ 3,000,000	
Loss Limitation	\$ 1,000,000		\$ 1,000,000	
Premium Rate	Rate \$100 Payroll	\$ 0.41	Rate \$100 Payroll	\$ 0.41
Deposit Premium	\$ 417,015		\$ 834,030	
Minimum Premium	\$ 396,164		\$ 792,329	
Commission	Net	0.00 %	Net	0.00 %
Pay Plan	ANNUAL PAYMENT		ANNUAL PAYMENT	
Audit Type	Voluntary		Voluntary	

*Quote expires 1 day after Payroll Reporting Period effective date for each Quote Option.

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St. Louis, MO 63146

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FAX # (314) 995-3843

TO:	Willis Towers Watson Southeast, Inc.	ATTN:	Ms. Chrys Rhodes
PHONE:	(704) 376-9161	FAX:	(704) 342-3143
FROM:	Vanessa Annunziata	DATE:	02/26/2020

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Endorsements:

General Endorsements applicable to all quote options:

- 0227 00 1291 (XWC) INMATE EXCLUSION
- 0241 02 0196 (XWC) INCIDENTAL LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT - STATE BENEFITS
- 0256 00 0313 (XWC) DEFINITION OF LOSS FUND
- 0276 02 0408 (XWC) BROAD FORM ALL STATES FOR EMPLOYEE TRAVEL
- 0291 00 0708 (XWC) VOLUNTARY COMPENSATION ENDORSEMENT-PREMIUM DELINEATION
- 0322 00 1291 (XWC) 90-DAYS NOTICE OF CANCELLATION
- 0339 00 0111 (XWC) SAME COMMUNICABLE DISEASE - AGGREGATE ONLY and SPECIFIC and AGGREGATE EXCESS
- 0428 01 0307 (XWC) FOREIGN VOLUNTARY WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY - INCLUDING ENDEMIC DISEASE
- 1037 00 0908 (XWC) CONTRACTUAL WAIVER OF SUBROGATION ENDORSEMENT
- 1103 00 0704 (XWC) INCIDENTAL MARITIME COVERAGE ENDORSEMENT
- SOUTH CAROLINA MANDATORY ENDORSEMENT(S), IF APPLICABLE
- 1061 15 0519 (XWC) POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE

Contingencies:

The quote is subject to the following:

1. Commission shall be earned by the Broker of Record on an annual basis. For a single year policy, commission shall be earned by the Broker of Record as of the Effective Date. For the first year of a multi-year policy, commission shall be earned by the Broker of Record as of the Effective Date. For each subsequent year of a multi-year policy, commission shall be considered earned by the Broker of Record as of each annual anniversary of the Effective Date.
2. This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended, extended, and/or re-authorized (the Act), terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 80% of covered terrorism losses exceeding a deductible paid by us. The Act contains \$100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%

Comments:

1. Endorsements mandated by the coverage state(s) will automatically be added to your policy regardless of whether they are shown in the above schedule. In addition, a change in an endorsement form number may occur as a result of state filing requirements/updates arising subsequent to this quote.

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PHONE:	(704) 376-9161	FAX:	(704) 342-3143
FROM:	Vanessa Annunziata	DATE:	02/26/2020

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

2. Included in our quote: MAP Client Services. These resources consist of both risk control and claim services, including resources like Safety Essentials Online, Workers' Comp Kit, and Safety Training Source. Medical Management Program. These services help facilitate complicated claims towards the best-possible outcome. Available services include Catastrophic Claims Consulting, Impartial Medical Review, Long-Term Claims Evaluation, and Chronic Pain & Opioid Dependency Programs.
3. **This quotation is for a two-year period.**
Premium will be billed annually; 50% deposit due April 1, 2020 and 50% due on April 1, 2021.
A physical premium audit will be conducted at the end of the liability period.
No underwriting information, e.g., EC, applications, loss and exposure data is required for the entire liability period.
A complete underwriting renewal submission will be required at the end of the liability period.



Your Service Team

Safety National is committed to providing industry leading services to our policyholders. The Service Team is the keystone to that promise. This highly experienced team is identified now and established early in the policy term so there is a seamless transition and efficient delivery of service for your client's needs. The Service Team consists of a one point contact in underwriting, claims, risk control, policy services, audit, legal, and finance.

We welcome the opportunity for you to experience our commitment to your success by contacting any member of our team with your questions or requests.

Vanessa Annunziata Director - Underwriting	(314) 692-1378	vanessa.annunziata@safetynational.com
Kathleen Kircher Coordinator - Underwriting Stand Alone Operations	(314) 810-5583	kathleen.kircher@safetynational.com
Don Enke Risk Control	(314) 810-5427	don.enke@safetynational.com
Joanna Pallardy MAP Client Services	(314) 692-9507	joanna.pallardy@safetynational.com
Mike Harris VP Claims	(314) 692-9516	michael.harris@safetynational.com
Shelly Stuck Premium Audit	(314) 692-1370	shelly.stuck@safetynational.com

CRISIS PROTECTION WORKERS' COMPENSATION

Trusted
SAFETY NATIONAL
Since 1942

Safety National Crisis Protection® is a crisis management and extraction benefit provided exclusively for Safety National's excess, large deductible and select guaranteed cost workers' compensation customers. If your business undergoes a qualifying "Domestic Crisis Event" that directly involves your business and involves the death of two or more of your employees, Safety National® will either pay one of our approved vendors to assist with crisis management or reimburse you directly for the approved costs incurred with a vendor of your choice. If you experience a qualifying "International Extraction Crisis Event" that requires international employee extraction, we will reimburse you directly for the approved costs.

How Does It Work?

If a qualifying "Domestic Crisis Event" or "International Extraction Crisis Event" occurs, Safety National Crisis Protection will help you minimize post-crisis risk to the organization, its stakeholders and employees directly involved in the event (including immediate family of the involved employee). The annual, aggregate limit for these complimentary benefits, or any combination of the two, is \$50,000. These benefits are accessible when you need them and are provided by Safety National free of charge.

"Domestic Crisis Events" Include:

Multiple employee deaths (two or more) resulting from the following man-made events:

- Explosion
- Arson
- Bombing
- Workplace Violence
- Structural Fire
- Vehicular Accident

Multiple employee deaths (two or more) resulting from the following natural disasters:

- Tornado
- Explosion
- Wildfire
- Structural Fire
- Earthquake and Any Resulting Tsunami Hurricane
- Flood

"International Extraction Crisis Events" Include:

Employee extraction necessitated by the following:

MAN-MADE EVENTS:

- Explosion
- Arson
- Bombing
- Riot
- Government Collapse & Political Unrest

NATURAL DISASTERS:

- Tornado
- Explosion
- Wildfire
- Earthquake and Any Resulting Tsunami
- Cyclone/Typhoon/Hurricane
- Flood

Benefits:

- Provided at no cost to policyholders, with a \$50,000 annual, aggregate benefit limit for a qualifying "Domestic Crisis Event," a qualifying "International Extraction Crisis Event" or any combination of the two
- A 24-hour crisis hotline to preferred and approved "Domestic Crisis Event" vendors
- Benefit extends to immediate family of an employee that is directly involved in the "Domestic Crisis Event"
- The benefit can be used for qualified "Domestic Crisis Events" to help with:
 - » Crisis Management
 - » Crisis Response
 - » Public Relations
 - » Emergency Psychological Treatment
- Includes crisis communication and media management
- Short-term counseling and referral for directly involved employees and their immediate family

LEARN MORE

For more information about Safety National Crisis Protection, please visit safetynational.com/crisis_protection. If you have additional questions about this free benefit, please contact us at crisisprotection@safetynational.com.



SAFETY NATIONAL AT A GLANCE

A.M. Best Rating A+ (Superior)
Financial Size Category XV

Why Safety National?

- Leading specialty insurance carrier, offering a variety of risk solutions for large commercial and public entity clients.
- Long-time presence in the market, providing uninterrupted service to thousands of customers nationwide for over 75 years.
- Relationship-focused approach to customer service, listening closely to customer needs and designing flexible programs and placements to address them.
- Unique claims and medical management proficiency, managing complex claims efficiently and effectively.

Financial Strength

- Policyholders' surplus: \$2.7 billion (16.9% increase over 09/18) and \$8.9 billion in assets
- A.M. Best Rating "A+" (Superior), Financial Size Category XV
- Standard & Poor's "A+"
- A member of the Tokio Marine Group, with approximately \$220 billion in total assets. The Group's main operating subsidiary, Tokio Marine & Nichido Fire (TMNF), maintains an A.M. Best rating of A++ (Superior), Financial Size Category XV.

*as of 09/18

PRODUCTS

Workers' Compensation:

- Excess
- Large Deductible
- Large Guaranteed Cost
- Defense Base Act
- TEXcess

Public Entity Liability:

- Law Enforcement Liability
- Public Officials Liability
- Educators Legal Liability

Commercial Auto

Commercial General Liability

Cyber Risk

Reinsurance

Loss Portfolio Transfers

Captives

Self-Insurance Bonds

SERVICES

- **Medical Management Resources:** Supplemental programs designed to help manage complicated claims towards best possible outcomes.
- **MAP Client Services:** A full suite of online resources designed to help build or enhance safety and compliance programs.
- **Risk Control Services:** A vetted network of highly-qualified consultants available to assist with on-site safety and risk control projects.



(888) 995-5300 · Info@safetynational.com · safetynational.com
A member of the Tokio Marine Group



Arch Insurance Group
 Harborside 3
 210 Hudson Street, Suite 300
 Jersey City, NJ 07311
 T: 201.743.4000
 F: 201.743.4005
 archinsurance.com

Willis of North Carolina, Inc.
 214 North Tyron Street, Suite 2500
 Charlotte, NC 28202

February 25, 2020

Attention: Chrys Littleton Rhodes
 RE: City of Charleston

We would like to confirm our quotation for the above account as follows:

TYPE OF INSURANCE: Excess Workers Compensation and Employers Liability
STATE(S) OF COVERAGE: South Carolina
EFFECTIVE DATE: April 1, 2020
INSURANCE CARRIER: Arch Insurance Company
POLICY PERIOD: April 1, 2020 to April 1, 2022
YOUR RETAINED LIMIT: Part One - Excess Workers Compensation Insurance and Part Two – Excess Employers Liability Insurance Combined:
 Your Retained Limit - Each Accident: \$1,000,000
 Your Retained Limit – Disease, Each Employee: \$1,000,000
OUR LIMIT OF LIABILITY: A. Part One - Excess Workers Compensation Insurance
 Our Limit of Liability - Each Accident: Statutory
 Our Limit of Liability - Disease, Each Employee: Statutory
 B. Part Two – Excess Employers Liability Insurance
 Our Limit of Liability - Each Accident: \$1,000,000
 Our Limit of Liability - Disease, Each Employee: \$1,000,000
 Our Limit of Liability – Aggregate: \$1,000,000
POLICY PREMIUM: \$614,452 Minimum and Deposit
TERRORISM PREMIUM: \$18,434 *
BASIS OF PREMIUM: .3411 per \$100 of Payroll based on \$180,138,254
COMMISSION: Nil

REMARKS: Our quote is valid for a period of 30 days from today or until the Effective Date shown above, whichever is earlier. Please advise promptly should you wish us to bind coverage.
 * This premium is included in, not in addition to, the **POLICY PREMIUM.**

Please see the attached Exhibit for listing of endorsements

Very truly yours,

Jason Golub

City of Charleston

Endorsement Exhibit for April 1, 2020 to April 1, 2022 Quotation

Endorsements included on Quotation:

Losses Redefined to Include Allocate Loss Adjustment Expenses Endorsement

Communicable Disease Retained Limit Endorsement

Longshore and Harbor Workers Compensation Act Coverage Endorsement (Specific Limits)
\$1,000,000 Sublimit

Maritime Coverage Endorsement - \$1M Sublimit

Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement

South Carolina Amendatory Endorsement

Excess Workers Compensation Quote/Notice of Election

Date: February 26, 2020
Producer Contact: Chrys Rhodes
Brokerage: Willis
City, State: Charlotte, NC
Prepared For: City of Charleston, SC
Policy Period: 4/1/2020 – 4/1/2021
State(s): SC
Company: ACE American Insurance Company (A. M. Best Rating: A++)

LIMITS / RETENTION

Workers Compensation Limit:	Statutory	
Employers Liability Limits:	\$1,000,000	Each Accident
	\$1,000,000	Each Employee for Disease
	\$1,000,000	Annual Aggregate
SIR for WC and EL Combined:	\$1,000,000	Each Accident / Each Employee for Disease

EXPOSURE BASIS / PREMIUM / COMMISSION
--

Estimated Payroll:	\$101,710,979
Rate per \$100 of Payroll:	0.3341
Deposit Premium:	\$339,779
Minimum Premium:	100%
Commission:	Net

The premium quote set out herein may include commission payable by the insurer to the broker. Should any additional commission payable by the insurer to the broker be added at a later time to the amount of premium quoted herein, the broker agrees to disclose to the insured (1) the original amount of the quote, before the addition of such additional commission (including original quotes that were net of commission); and (2) the total amount of commission payable by the insurer to the broker.

POLICY FORM AND ENDORSEMENTS

Title	Form Number	Edition
Specific Excess Workers' Compensation and Employers' Liability Policy	CKE-1167M	01/15
Loss and Expense Adjustment Endorsement – ALAE Included	CK-12887b	04/08
Notification of Premium Adjustment	WC 99 04 44	08/06
Voluntary Compensation Schedule	CKE-18768a	01/07
Reporting of Data on Claims Within Your Retention	WC 99 05 64	07/15
Cap on Losses from Certified Acts of Terrorism	WC 99 04 59B	01/15
Inmate Exclusion*	TBD	TBD
<i>Applicable state amendatory endorsements</i>		

*Pending Legal team review

DISCLOSURES AND NOTICES

Title	Form Number	Edition
Chubb Producer Compensation Practices & Policies	WC 99 03 42	10/06
South Carolina Disclosure Notice of Terrorism Insurance Coverage	WC 99 04 89a	01/15
Trade and Economic Sanctions Endorsement	WC 99 07 73	11/06
US Treasury Department (OFAC) Notice	ILP 001 01 04	
Attachment: Policy Holder Disclosure Notice of Terrorism Insurance Coverage	TR 19606d	01/15

CONDITIONS

- Payment Plan:** The estimated premium is due in full at inception
- Quote Expiration:** This quote expires on March 27, 2020
- Audit:** The estimated premium is minimum and deposit with upward adjustment only
- Aircraft:** The insured must notify Chubb of any new, additional or replacement aircraft (owned or leased) within 30 days of acquisition.

CLAIMS ADMINISTRATION

TPA: PMA

As a condition of binding coverage Chubb will require agreement with the following stipulations:

Chubb Claims or, at our discretion, a designated vendor of Chubb, will audit the claims handling process within 60 days after binding coverage. Chubb is not obligated to share the results of our claims audit as part of a condition for binding coverage

Chubb will not be required to supply system generated loss information under our program.

The insured must supply loss data in a form that meets the Chubb Excess WC submission requirements as documented under our program

The insured must adhere to the notification requirements as documented under our program.

US FACTA COMPLIANCE NOTIFICATION

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates, such as Forms W-8 or W-9, from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb U.S. insurance companies, please go to <https://www2.chubb.com/us-en/u-s-foreign-account-tax-compliance-act-fatca.aspx>

Thank you for the opportunity to provide this quote. Please let us know if you have any questions or would like to see additional options.

Quote offered by:

CHUBB

Dana Litovsky
Underwriter, Chubb Global Casualty

436 Walnut St, Philadelphia, PA 19106, United States
O 215-640-5270 M 267-769-8553
E dana.litovsky@chubb.com

Chubb. Insured.

COMMITTEE / COUNCIL AGENDA

5.)

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS – SC PRT TOURISM ADVERTISING GRANT PROGRAM
REQUEST: To Apply for \$6,000 from South Carolina PRT's Tourism Advertising Grant Program, to support the 2020 MOJA Arts Festival.

COMMITTEE OF COUNCIL: W&M DATE: March 24, 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"/>
<u>Office of Cultural Affairs</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<u>Grants Manager</u>	<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 _____

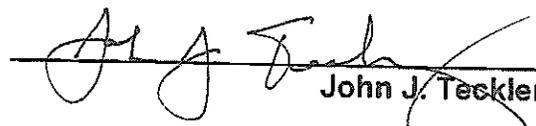
Does this document need to be recorded at the RMC's Office? Yes No

NEED: Identify any critical time constraint(s).

CFO's Signature: _____

FISCAL IMPACT:

A 3:1 City match is required. Matching funds will come from corporate sponsorship and private donation.

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.

QUESTIONS:

Please answer the following questions on a separate sheet of paper.

- 1) Describe your organization and its mission. (150 words or less)
- 2) For the purpose of the grant funds you are seeking, what is your tourism advertising objective? (What do you want your advertising to accomplish? Be specific.)
- 3) Identify your target audience(s), including geographic, demographic and other relevant criteria? Why is this your target audience(s)?
- 4) What media outlets will you use to best reach this audience (or audiences if more than one target audience?) Explain why the media you plan to use is the best way to reach your target audience(s).
- 5) When is your advertising running? Complete the PRT media schedule grid with your annual marketing schedule. It can be found at www.TourismAdvertisingGrant.com (Use the spreadsheet template to provide detailed media schedule. Spreadsheet should include name of media, flight dates, unit cost, projected impressions, as shown in example.)
- 6) What metrics will you use to measure the effectiveness of your advertising?

SCORING SYSTEM:

Each and every application will be reviewed and scored by a panel which is made up of a combination of SCPRT employees and external SC tourism specialists. Each question will be scored on a scale of 0-5 points. The weight factor of each question is below, and the total weight factor is 100.

- | | |
|---|------------|
| 1. Organization’s primary mission is tourism marketing | 10 percent |
| 2. Marketing Objective(s) clearly defined | 20 percent |
| 3. Target Audience clearly identified and justified | 20 percent |
| 4. Advertising strategy and tactics provided | 20 percent |
| 5. Strategy/tactics align to achieve stated objective(s) | 15 percent |
| 6. Cost Benefit Analysis (Will the state receive a return on investment?) | 10 percent |
| 7. Required Documentation Provided | 5 percent |
| a. Provided original plus 7 copies | |
| b. Answered all questions | |
| c. Proof of Status paperwork provided | |
| d. Media Schedule Grid included | |

*Please note: Past performance on TAG grants may be taken into account during the application review process. For more information, please see the Program Overview section of our website at www.TourismAdvertisingGrant.com.

DEADLINE:

All grant application materials must be received at the SCPRT office no later than 5 p.m. Monday, April 1, 2020. Applications may be hand delivered, but cannot be faxed or emailed. We strongly suggest sending your application through a method that allows you to track delivery to ensure it is received.

South Carolina Department of Parks, Recreation & Tourism
Attention: Becky Burns, Tourism Advertising Grant, Suite 243
1205 Pendleton Street
Columbia, SC 29201

**THE CITY OF CHARLESTON OFFICE OF CULTURAL AFFAIRS
FY2021 SC DEPARTMENT OF PARKS, RECREATION & TOURISM
TOURISM ADVERTISEMENT GRANT NARRATIVE**

1) Describe your organization and its mission.

Established in 1977, the City of Charleston Office of Cultural Affairs (OCA) plays a catalytic role in producing programs and cultural activities that celebrate creativity and diversity; stimulate economic activity and amplify Charleston's reputation as an international cultural destination. Major projects include the MOJA Arts Festival, Piccolo Spoleto Festival, Charleston Farmers Market, Holiday Magic in Historic Charleston, Free Verse Festival and Happy New Year Charleston. The OCA also compiles the Arts in Charleston Calendar, posted on www.charlestonarts.org, promoting concerts, exhibitions, plays and special events produced in Berkeley, Charleston and Dorchester Counties. In addition, the OCA manages the City Gallery which attracts tourists and art lovers with an annual program of six exhibitions on an admission-free basis, operates the Cannon Street Arts Center, and co-administers the Lowcountry Quarterly Arts Grants Program in partnership with the South Carolina Arts Commission.

2) What is your tourism advertising objective?

Our tourism advertising objective is to promote Charleston as a tourist destination and draw people to the South Carolina Lowcountry, specifically to attend events in the 2020 MOJA Arts Festival, scheduled to run September 24 to October 4. Each year, nearly one-third of the Festival's 60,000 participants are visitors to the Charleston area. Grant funds will be used to help increase the overall number of Festival attendees and the percentage of attendees from outside of the Charleston area. As we provide a prominent destination event for tourists interested in African-American heritage and culture, these grant funds will help attract new festivalgoers. Additionally, our advertising strategy will involve advertising in media outlets with a broad reach across the Southeast, with a particular focus on markets within a drivable distance of 200-400 miles, reaching Georgia, Northern Florida, North Carolina and Eastern Alabama and Tennessee, creating a positive economic impact on the South Carolina economy by attracting overnight tourists from these areas.

Our office has successfully promoted our major events to attract tourists to come to Charleston and enjoy festival programs and cultural happenings. Reinforcing our advertising schedules, our programs have been featured in national publications such as Travel + Leisure Magazine, Conde Nast Traveler Magazine, The New York Times, The Los Angeles Times, USA Today, Forbes, US Airways Magazine, The Seattle Times and more.

Founded by the City of Charleston Office of Cultural Affairs in 1979, the MOJA Arts Festival (originally under the name of the Charleston Black Arts Festival) remains a vital community event with a regional and national profile celebrating African-American and Caribbean arts and culture in the South Carolina Lowcountry. This 11-day annual festival brings together 60,000 people with a comprehensive program of events and presentations featuring jazz, gospel, R&B, visual arts, classical music, theater, poetry, storytelling, children's activities, traditional crafts, and heritage events. MOJA's mission is built around the concept of building bridges of understanding and respect for the beauty of artistic and cultural expression among all people.

MOJA has been repeatedly selected as one of the Southeast Tourism Society's Top 20 events and is an annual highlight of the autumn cultural calendar drawing patrons from around the US.

3) Identify your target audience(s), including geographic, demographic and other relevant criteria. Why is this your target audience(s)?

As a major destination festival in the Southeast, we will utilize grant funds to attract tourists interested in African-American and Caribbean heritage and culture with the added appeal of Charleston and the South Carolina Lowcountry. According to a Google Analytics report of activity on www.MOJAfestival.com for last year's Festival, the homes of out-of-state visitors to the site included North Carolina, Georgia, Florida, Texas, New York, Virginia, Tennessee, California and more. The radio, TV and digital advertising we purchase will focus on viewers and listeners in South Carolina (outside of the tri-county area), and our digital efforts will prioritize reaching people residing in North Carolina, Florida and Georgia. We will focus on populations that would likely attend the Festival as a one-day (50+ miles away) or overnight (200-400 miles away) visit. Additionally, our email marketing has a national reach with over 35,000 subscribers for the MOJA Arts Festival.

With Charleston being in the heart of the Gullah Geechee Cultural Heritage Corridor, we are the beacon for this cultural and linguistic area that stretches from North Carolina to Northern Florida. With the development of the International African American Museum on Charleston Harbor, it is critical that we draw a regional and national audience of visitors interested in the South Carolina Lowcountry's heritage of African American history, identity and culture.

4) What media outlets will you use to best reach this audience? Explain why the media you plan to use is the best way to reach your target audience(s).

Our media plan will focus on outlets that will allow us to reach into areas beyond the tri-county area and into North Carolina, Florida and Georgia. As mentioned above, we plan to reach populations that could potentially make a trip to Charleston a one or two day visit. These media outlets include the Atlanta Journal-Constitution, the Charlotte Observer, the Greensboro News & Record (which has a reach throughout the Piedmont Triad of North Carolina) and the Florida Times-Union (which has a reach throughout Northeast Florida). Our proposed radio and television stations (see attached media grid) have a reach into parts of North Carolina and Georgia, as well as a reach into the Lowcountry, Midlands and Upstate areas of South Carolina. We will rely on editorial coverage to reach more distant markets and tourists traveling via air.

5) When is your advertising running?

Our paid advertising will run in September 2020, with schedules continuing through October 1. Please see the attached spreadsheet with the media schedule grid.

6) What metrics will you use to measure the effectiveness of your advertising?

We will utilize Google Analytics for www.MOJAfestival.com, analytics in Constant Contact for our email newsletter subscriptions, Facebook and Twitter analytics, ticketing system reports for the Festival and print and online audience surveys (conducted during and after the Festival).

COMMITTEE / COUNCIL AGENDA

(e.)

TO: John J. Tecklenburg, Mayor

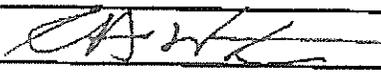
FROM: Scott Watson DEPT. Executive

SUBJECT: OFFICE OF CULTURAL AFFAIRS - JERRY AND ANITA ZUCKER FAMILY ENDOWMENT FUND OF CCF

REQUEST: To Apply for \$1,000 from the Jerry and Anita Zucker Family
Endowment Fund of the Coastal Community Foundation. Funds will
be used to support outreach programming in association with the
2020 Piccolo Spoleto Festival.

COMMITTEE OF COUNCIL: W&M DATE: March 24, 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.

Zucker Family Fund Application

General Information

Please be sure all application materials, including the application and its required attachments, are submitted to grants@coastalcommunityfoundation.org by 5:00 PM on Thursday, March 26, 2020. If you are able, please PDF all documents and submit, rather than submitting separate documents.

ORGANIZATIONAL INFORMATION

Organization's name	City of Charleston Office of Cultural Affairs
First-time applicant?	No
Check appropriate tax status	<input type="checkbox"/> 501(c)(3) public charity; <input checked="" type="checkbox"/> Governmental agency; <input type="checkbox"/> House of worship; or <input type="checkbox"/> Using fiscal sponsor
Organization's EIN (Employer ID #)	57-6000226
Mailing address, city, state, zip code	75 Calhoun Street, Suite 3800; Charleston, SC 29401
Is your Physical Address the same as your Mailing Address?	Yes
Physical address	
Website address	www.piccolospoleto.com; www.charlestonarts.org
Executive director (or equivalent)	Scott Watson
Executive director's e-mail address	WatsonS@charleston-sc.gov
Telephone number	(843) 720-3885
Is the Executive Director the contact for this grant request?	Yes
Contact person for this grant request	
Contact's email address	
Telephone number	
Indicate the <i>one</i> area that best describes your organization's focus.	<input checked="" type="checkbox"/> Arts; <input type="checkbox"/> Education; <input type="checkbox"/> Environment; <input type="checkbox"/> Health; <input type="checkbox"/> Human Needs; <input type="checkbox"/> Neighborhood/Community Development; <input type="checkbox"/> Social Justice (Diversity, Equity, Inclusion)
Organizational Mission	Seeking to foster artistic expression and promoting access for all to the arts, the Office of Cultural Affairs produces large-scale events, facilitates citywide public celebrations, and manages ongoing initiatives that enrich the community's quality of life.
Annual budget of organization	\$
Tell us who you partner with, as relevant for the proposal(s) included in this application.	In addition to the local artists we work with to bring Piccolo Spoleto to life each spring, we partner with the Charleston County School District, Charleston County Public Library, and outreach partners including the Lowcountry Association of the Deaf, the Association of the Blind and Visually Impaired, Ronald McDonald House, MUSC Children's Hospital, Roper St. Francis, Ralph Johnson VA Medical Center, Charleston Area Senior Citizens, among others.

PROPOSAL

Dollar amount requested:	\$1,000
Are you requesting general operating support?	No
Are you requesting specific program support?	Yes
Are you requesting support for the purchase of equipment or property?	No
For this request, please indicate the percentage of your work that is focused in the following counties:	Dorchester _____ Berkeley _____ Charleston <u>100%</u>
Total cost of program/project:	\$25,000
There is a difference between the amount requested and the total amount needed, in the amount of:	\$24,000

Summarize your request. Please include a description of your impact, as well as the number of people who will directly benefit from this funding request.

Outreach programs of Piccolo Spoleto Festival align artists participating in professional engagements with underrepresented audiences, working in partnership with the Charleston County School District and Charleston County Public Library. Beyond in-school and schooltime programs, thousands of tickets and admissions are made available to provide free access to Festival events for students, educators, low-income senior citizens, disabled veterans and others in our community. Our focus is on making our arts experiences and cultural events accessible to everyone in our community.

(Character limit: 600)

How will you know you are successful?

Outreach programs of Piccolo Spoleto Festival align artists participating in professional engagements with underrepresented audiences, working in partnership with the Charleston County School District and Charleston County Public Library. Beyond in-school and schooltime programs, thousands of tickets and admissions are made available to provide free access to Festival events for students, educators, low income senior citizens, disabled veterans and others in our community. Our focus is on making our arts experiences and cultural events accessible to everyone in our community.

(Character limit: 600)

Did you receive funding from the Zucker Family Fund last year? Yes

SUPPLEMENTAL INFORMATION

1) Attach a list of your current Board members and their affiliations.

1. Board member name and affiliation.
2. Number of meetings attended out of the total number of meetings possible.
3. Whether the member has donated financially to your organization in the past 12 months. Please note there is no need to include the amount of the donations.
4. Whether the member has donated in-kind gifts, such as time or service, in the past 12 months.

Example:

Member Name	Affiliation	Meetings Attended	Donated Financially?	Donated in-kind gifts?
Jane Doe	ABC Company	4/5	No	Yes
Jeffrey Smith	Community Leader	2/5	Yes	Yes

2) List below the amounts given last year by your top five donors. Select whether each donor is a corporation, a governmental entity, a grantmaking institution, house of worship or an individual.

Amount given	Type of donor
75,000	Governmental Entity
20,000	Grantmaking Institution
15,000	Grantmaking Institution
10,000	Governmental Entity
10,000	Corporation

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Chief Luther Reynolds DEPT. Police

SUBJECT: 2020 STATE HOMELAND SECURITY GRANT APPLICATION

REQUEST: Approval to submit the 2020 State Homeland Security Grant for \$307,175 to fund the purchase of a tactical rescue and response Vehicle in active shooter situations and other critical incidents.

COMMITTEE OF COUNCIL: W&M DATE: 24 March 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"/>
Chief of Police	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Det. Kevin Bryant CDP</i>	<input type="checkbox"/>
Grants Coordinator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Chelsea Taylor</i>	<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 reviewed at the RMC's Office?

NEED: Identify any critical time constraint(s).
This grant is due on March 20th.

CFO's Signature: _____

FISCAL IMPACT:

A 25% cash match of \$76,794 is being offered. The match will be budgeted for FY2021

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.

Proposal for The 2020 Homeland Security Grant Program

Project Proposal Worksheet

Write project proposals that address this year's highest priorities for maintenance, sustainment, and / or focused improvement such as (new priority areas required by Homeland Security in red): 1) Emerging Threats (such as WMD events, biological/chemical/explosive threats, unmanned aircraft...)—to be addressed by Homeland Security Regional Team project proposals as feasible (i.e. WMD/Hazmat, WMD/SWAT, WMD/Bomb, IMT, US&R, CS&R, RMAT, ...); 2) Information Sharing & Cooperation to include the State Fusion Center Project ...; 3) Cyber Security which will also include an Election Security project; 4) Soft Targets & Crowded Places needs be addressed by at least one Complex Coordinated Terrorist Attack project proposal and an Election Security project proposal; 5) Statewide Security of Critical Infrastructure & Key Resources; 6) Statewide Homeland Security Training & Coordination; 7) Statewide Exercise Program; 8) NIMS, Resource Typing & Credentialing; 9) Interoperability for Homeland Security Regional Response Teams & Others.

Instructions: Please fill in all the blocks of this worksheet with the requested information and submit to the SAA. The worksheet can be emailed to Bob Connell (rconnell@sled.sc.gov).

Please name your submitted MS Word proposal worksheet file(s) as follows (Your Jurisdiction, Agency, Capability Addressed): JurisdictionAgencyCapability. For example if my jurisdiction was Charleston County and my agency was the Sheriff's Department and I had a Bomb Squad project, the file name would be: CharlestonCSOBomb. If my jurisdiction was Charleston County and I was with Sheriff's Office SWAT Team, the file name would be: CharlestonCSOSWAT

Based on past experience and required inputs to DHS, this worksheet has been provided to aid you in drafting your project proposal for provision to the SC State Administrative Agency (SLED), Homeland Security Program Office. If your proposal is accepted, additional information will be required at a later time.

Helpful Tools

Spell Check:

- 1 Click on the [Tools] menu.
- 2 Select [Spelling]
- 3 The Spelling box will appear indicating misspelled words and suggested corrections

Project Proposal Identification—All Fields Must Be Completed Accurately!

Grant:	SHSP	Sub-recipient Org. Name:	City of Charleston Police Department
Start / End Dates:	1 Sep 2020 / 31 Aug 2021	Project Location:	Charleston
		Zip Code:	29403
		Duns Number:	77990786

Project Director:	Lt. Jeff Harrison	E-Mail:	harrisonj@charleston-sc.gov
			843-579-7547
Funding Request (\$):	\$307,175	Phone:	
		% on Law Enforcement:	%25

Project Name (100 Character Max):	Building Tactical Rescue and Response Capabilities
--	--

Sustain or Build a core capability?	Build	Deployable:	Yes or No (to other states)
		Shareable:	Yes or No (in or out of state)

Regional Investment? If yes, which counties? Charleston and Berkeley

Primary DHS Core Capability (of the 31)?	On-scene Security, Protection & Law Enforcement
---	---

Applicable Project Management Life Cycle Step For This Project (See Appendix):	Initiate
---	----------

I.A. Baseline

Does the Project Support a Previously Awarded Investment? If yes, fill this out:

Last year supported? _____ Which Project? _____

Last Completed Milestone of the Project: _____

Start Date: _____ End Date (Projected if ongoing): _____

Explain how the proposed project will support the applicants efforts to:

Prevent a threatened or an actual act of terrorism:

The City of Charleston and surrounding communities face a number of significant threats to their residents and critical infrastructure. These threats, such as foreign and domestic terrorism (including but not limited to mass shootings) require our first responders to be constantly prepared for any critical incidents that may occur in the area. To help prepare for such incidents, the City of Charleston Police Department sustains a highly trained Special Weapons and Tactics Team (SWAT) to respond to all high risk critical call-outs that occur within our jurisdiction. In order for the team to effectively carry out our mission to protect the citizens and critical infrastructure of the region, we need sufficient equipment to do the job. At this time, however, we lack access to a sufficient number of response vehicles capable of meeting our needs for responding to catastrophic incidents such as terrorist attacks and natural disasters, performing rescues in adverse conditions or for protecting the team and civilians from ballistic attacks. Though we have the training and experience to protect against, mitigate the effects of, respond to and recover from terrorist attacks, we lack suitable equipment to sustain our capabilities to do so. The acquisition of a tactical multi-purpose Response and Rescue Vehicle would enable the SWAT Team to conduct high visibility operations (used to directly deter potential acts of terrorism through the psychological tactic of "display of capabilities") during high population soft target crowded events such as the following:

- Cooper River Bridge Run (approximately 40,000 participants)
- Women's Tennis Association Volvo Cup Open (approximately 20,000 spectators and participants from around the world)
- Piccolo Spoleto Festival (thousands of tourists on the Charleston Peninsula)
- Southeastern Wildlife Expedition
- Charleston Food and Wine Festival
- MJOA Arts Festival
- Holiday Festival of Lights
- Charleston Fashion Week
- Charleston International Film Festival

- Charleston Marathon
- Carnival Cruise Line Port of Departure

All aforementioned events occur either on the peninsula or on barrier islands that are susceptible to attacks.

Prepare for all hazards, threats and or terrorism:

With the current concerns regarding mass shootings and terrorism in the United States, and our jurisdiction's vulnerability to natural disasters, illustrate the importance of the City's first responders being consistently prepared for critical incidents. In order to protect against, respond to, recover from and mitigate the effects of these threats, the SWAT Team must have access to a vehicle that offers ballistic protection and blast mitigation characteristics to marginalize the danger posed by gunfire, explosives or natural hazards.

The Charleston Police Department chose to propose this investment because it improves the effectiveness and the safety of our tactical unit and is cost effective. Build on a Ford F550 chassis, the vehicle is inexpensive to service and maintain. Further, the manufacture has a GSA contract and the Cooperative Purchasing Agreement Schedule 84 permitting direct procurement while significantly reducing the cost of the vehicle to the government's guaranteed lowest price. The lives of first responders, innocent civilians and even violent suspects are priceless and protecting them is our highest priority. This vehicle will reduce liability, enhance capability and expand rescue options, allowing us to minimize personal injury and property damage.

The existing capabilities of the Charleston Police Department supports the goals we are hoping to achieve with the purchase of this equipment. The SWAT Team is a Tier II tactical unit that conducts 8-hour training sessions four times per month and four 40-hour training sessions per year. The team consists of 28 tactical operators which includes a commander and team leader. When needed, the team can also deploy with separate units of crisis negotiators and EOD technicians that are maintained by the department. Once received, this vehicle will be made available to assist all of the above listed personnel in performing their duties during tactical operations.

Protect citizens and assets from terrorism:

The SWAT Team has jurisdiction throughout the entire City of Charleston including all incorporated within West Ashley, James Island, Johns Island, and Daniel Island. This includes responding to all tactical calls within the City of Charleston, a 127 square mile municipality with a continually growing population of 136,208 residents, the largest city in South Carolina. Through mutual aid agreements, the team can also be called on to respond to emergencies or support local tactical units in any of Charleston's neighboring jurisdictions.

There are numerous critical infrastructure points in and around Charleston that the vehicle could protect from terrorist attacks, both foreign and domestic. This includes but is not limited to:

- The Citadel Military College (2,300 cadet students and 1,000 graduate students)
- The College of Charleston (over 10,000 students and 1,000 graduate students)
- Medical University of South Carolina
- Port of Charleston
- Coast Guard Station Charleston
- SC National Guard 218th Maneuver Enhancement Brigade Headquarters
- MUSC Shawn Jenkins Children's Hospital
- Roper St Francis Hospital & Bon Secours St. Francis Hospital
- Over 50 Churches, Synagogues, Mosques and other places of worship
- 15 elementary schools, 6 middle schools, 7 high schools and 25 multi-grade schools

With the acquisition of a Rescue and Response Vehicle, the SWAT Team will be better equipped and will have improved protection to help prepare SWAT for any type of terrorist attack that may occur within the region. With the safety provided by the trucks' hardened walls and windows, we will be able to enter hot zones to protect officers, rescue civilians and increase the likelihood of a quick and positive resolution to incidents, while also being better prepared to assist our fellow first responders by performing rescues and evacuations and providing aid in the immediate aftermath of a terrorist attack in areas that may be inaccessible using standard equipment.

This vehicle offers hardened walls and blast-proof windows that

protect passengers from the types of ballistic and projectile threats seen in recent terrorist attacks, allowing our team to deploy directly into "hot" zones to respond to ongoing emergencies. Furthermore, the vehicle offers 4-wheel drive capability, run-flat tires and the potential to reach highway speeds, helping us respond to calls throughout our entire jurisdiction quickly in all road and off-road conditions. These capabilities allow us to work off-road when responding to mutual-aid calls in the rural and remote areas within the City and County of Charleston, and also allows us to respond quickly to calls in Charleston's more densely populated communities. The off-road capabilities, along with the vehicle's heightened ground clearance will enable us to maneuver over road debris in the aftermath of potential terrorist attacks in the City's peninsula area. The vehicle can carry up to 12 SWAT operators in full tactical gear and fit up to 20 civilians in need of rescue or evacuation from violent incidents or natural disasters.

The SWAT Team can also use the tactical multipurpose Response and Rescue Vehicle as a tool to mitigate and protect citizens from vehicle born threats (vehicles used as weapons; i.e. vehicles driven into crowds of citizens such as the Unite the Right rally in Charlottesville, VA by strategically blocking major intersections from vehicle traffic thus directly protecting the lives of vulnerable citizens from attack. Additionally, highly untrained SWAT observation teams can use the tactical multipurpose Response and Rescue Vehicle as an observation point overlooking crowds while simultaneously providing over-watch to large masses of citizens. The ballistic capabilities of the vehicle will provide direct support to blocking likely points of opposition from elevated threats (such as the 2017 Las Vegas shooting) and protecting the community from potential acts of terrorism.

Respond quickly to save lives, protect property and meet basic human needs after a disaster or catastrophic event:

The City of Charleston suffers from violent crime which lies in a region that is vulnerable to hurricane and flood damage. Despite these facts, the only vehicle that the team currently has access to when performing tactical operations is a single armored Sprinter Van. While this vehicle does provide our team with lifesaving protection from ballistic and projectile attacks, it is too small to protect our entire team during transport, is incapable of traversing adverse terrain, cannot navigate flooded roadways, and can leave operators and civilians

vulnerable during large scale incidents when multiple vehicles may be needed to provide protection at different points or during times when the SWAT team may be forced to deal with multiple incidents occurring simultaneously. This situation leaves operators and civilians vulnerable to serious injury or even death during situations when a second vehicle could have been used operationally. As the recent attacks in Colorado Springs and San Bernardino show, having multiple vehicles capable of providing ballistic protection in the same region saves lives and helps bring critical situations to a conclusion.

In addition to protecting officers and civilians from ballistic attack, the Rescue and Response Vehicle will also increase our cooperative efforts with other area first responders, improving our ability to respond to terrorist attacks, natural disasters or other mass casualty events. With this vehicle, we will be able to provide better protection while EMS units attempt to treat the wounded in volatile areas. The vehicle's various features in adverse conditions such as during flooding events when standard emergency response vehicles aren't able to deploy due to their low ground clearance, or in the aftermath of flash floods or other natural disasters when our area's fire trucks and ambulances are unable to access affected areas due to debris or damaged roadways. The off-road capabilities, along with the vehicle's heightened ground clearance will enable us to maneuver over road debris in the aftermath of natural disasters such as hurricanes and severe floods and to navigate flood-prone roadways within the City's peninsula area.

I.B. Provide a brief narrative describing the project at a high level (1500 character maximum). Identify National Incident Management System (NIMS) typed resources if any, that are supported by this project. Refer to the Resource Typing Library Tool at <http://www.fema.gov/resource-management-mutual-aid>.

The City of Charleston Police Department hosts regional and multi-state Basic SWAT Schools (SWAT Certification School) annually. Law Enforcement Agencies and Department of Defense Military Units that attend this school include but are not limited to the following:

- Mt. Pleasant Police Department SWAT
- Charleston County Sheriff's Department
- North Charleston Police Department SWAT
- Berkeley County Sheriff's Department SWAT
- Dorchester County Sheriff's Department SWAT
- Hendersonville County Sheriff's Department SWAT
- Summerville Police Department SWAT
- Hanahan Police Department SWAT
- United States Air Force Security Forces (Joint Base Charleston)
- United States Air Force Combat Camera (Joint Base Charleston)

The acquisition of a Rescue and Response vehicle would be implemented into key components of instruction during the Basic SWAT School to include but not be limited to: counter-terrorism operations, criminal barricade operations, hostage rescue, open area searches, and breaching techniques.

The City of Charleston SWAT Team also administers Active Shooter/Active Assailant training to The Citadel Department of Public Safety, The College of Charleston Department of Public Safety, and the Medical University of South Carolina Department of Public Safety. In doing so, the SWAT Team conducts joint operations with the aforementioned agencies specifically in regard to high population/soft target/high risk response procedures. In the event of an act of terrorism and/or active shooter/mass casualty event, the City of Charleston SWAT Team will directly respond as a tactical element to the support of the above agencies. The acquisition of a Rescue and Response vehicle would provide force protection to the above agencies during high risk operations.

In the event of a coordinated mass casualty event and/or catastrophic disaster, the City of Charleston (being a peninsula) has the potential to be cut off from neighboring agencies and support.

Currently, the City of Charleston does not have a vehicle capable of navigating flood waters, surmounting rubble/debris, or traversing adverse terrain to deliver the highly trained SWAT operators to a crisis site to protect against further loss of life. The possession of a Rescue and Response Vehicle will provide the City of Charleston (most notably, the densely-populated, low-lying peninsula) the capabilities to deliver the resources necessary to protect the community from emerging threats.

II.A. Funding Plan by POETE elements

Provide the total estimated cost for the period of performance for this project by completing the following table:

- *Provide funding requests by POETE (Planning, Organization, Equipment, Training, Exercise) areas*
- *For each POETE element that has an associated funds requested, provide a brief summary description of the planned expenditures*

POETE	Homeland Security Grant Program Funding Request
Planning	
Organization	
Equipment	\$307,175.00
Training	
Exercises	
Total	\$307,175.00

Planning

Organization

Equipment

The Charleston Police Department SWAT Team will utilize the Rescue and Response Vehicle in all incidents that require specialized training, tactics, weapons, equipment, and personnel that fall outside the scope of routine law enforcement operations. The following vehicle specifications and features directly support the mission of the City of Charleston SWAT Team in supporting the protection of life and property within the jurisdiction of our agency:

In addition to the vehicle's rugged body and durable tires, it also includes several other features that will help the team perform our duty. This Includes:

- 3 remote control spotlights that are capable of providing lighting in darkened areas and assisting us in search and rescue operations.
- A 14-foot hydraulic ram that can be attached to the front of the vehicle to allow officers to breach barricaded structures without exposing any personnel to potential gunfire.
- A Chemical Agent Resistant Coating (CARC) that will enable the vehicle to be decontaminated after exposure to hazardous materials, allowing it to be used in response to HazMat emergencies.
- An inside outside intercom system will allow negotiators to communicate with armed suspects from the safety of the vehicle.
- A roof mounted thermal imaging camera will help us conduct search and rescue operations in low visibility areas and will allow us to locate suspects in darkened areas.

Training

Exercise

II.B. Programmatic Milestones

Provide specific descriptive milestones for the project over the period of performance, including start and end dates for each milestone; up to 10 milestones may be provided.

Milestone 1: Your plan to address your POETE gaps above by sustaining/building capability

Procurement of the rescue and response vehicle during the first Quarter of 2021.

The SWAT Team Commander will plan the overall scope of operations applicable in the acquisition of the vehicle. The planning phase will include the following criteria:

- Planning for anticipated reoccurring costs, sustainment and maintenance
- Specifying the requirements for the Rescue and Response Vehicle to facilitate creating the work breakdown structure.

Start Date:

1Q:
FFY2021

End Date:

2Q:
FFY2021

Milestone 2: Your plan to address your POETE gaps above by sustaining/building capability

Plan the training requirements for CPD SWAT team on the use and maintenance of the vehicle:

- Training requirements to operate, maintain and deploy the vehicle
- Preparation of the work breakdown structure of training requirements - spelling out the breakdown of the vehicle acquisition into tasks and sub-tasks
- Plan the project schedule by listing schedule of SWAT training activities and detailing sequence and purpose of implementation
- Resource planning - indicating who will do what work, at which time, and any special skills needed to accomplish project tasks and vehicle usage

Start Date:

1Q:
FFY2021

End Date:

2Q:
FFY2021

Milestone 3: Your plan to address your POETE gaps above by sustaining/building capability

Plan for incorporation of the vehicle into the Basic SWAT training hosted, administered, and directed by the CPD SWAT Team.

The training will be prepared using the following criteria:

- Specific: utilizing the Rescue and response vehicle for the purpose of criminal barricade operations, hostage rescue, soft target threat deterrence, less lethal/discretionary device deployment, breaching capabilities, etc.
- Measurable: instructional periods on the operations of the Rescue and Response vehicle (driving, capabilities functions, etc), measured by road tests and scenario based training.
- Attainable: the certification process to operate the Rescue and Response vehicle will be within reach of our current situation given the training variables.
- Relevant: with the ever increasing demands of the City of Charleston SWAT Team, the possession of the Rescue and Response vehicle could not be timelier. Immediate training facilitation will be implemented for not only the Charleston SWAT team but for partner agencies as well.
- Time-Bound: anticipating the acquisition of the Rescue and Response vehicle to be first quarter 2021, the training guideline and roll-out of instructor cadre will be implemented no later than second quarter 2021 in preparation for a Basic SWAT School to be conducted during the second half of 2021.

Start Date:

1Q:
FFY2021

End Date:

2Q:
FFY2021

Milestone 4: Your plan to address your POETE gaps above by sustaining/building capability

Organize and develop the communication strategy and execute mutual aid plans and operation plans:

- Design the communication strategy with all local agencies that CPD SWAT may assist (College of Charleston Public Safety, Citadel Department Public Safety, MUSC Public Safety, Veterans Administration Police).

Start Date:

1Q:
FFY2021

End Date:

3Q:
FFY2021

Milestone 5: Your plan to address your POETE gaps above by sustaining/building capability

Receive the equipment:

- 3 remote control spotlights that are capable of providing lighting in darkened areas and assisting us in search and rescue operations.
- A 14-foot hydraulic ram that can be attached to the front of the vehicle to allow officers to breach barricaded structures without exposing any personnel to potential gunfire.
- A Chemical Agent Resistant Coating (CARC) that will enable the vehicle to be decontaminated after exposure to hazardous materials, allowing it to be used in response to HazMat emergencies.
- An inside/outside intercom system will allow negotiators to communicate with armed suspects from the safety of the vehicle.
- A roof mounted thermal imaging camera will help us conduct search and rescue operations in low visibility areas and will allow us to locate suspects in darkened areas.

The above vehicle equipment specifications and features directly support the mission of the City of Charleston SWAT Team in supporting the protection of life and property within the jurisdiction of our agency.

Start Date: 1Q: FFY2021

End Date: 2Q: FFY2021

Milestone 6: Your plan to address your POETE gaps above by sustaining/building capability

Execute training of CPD SWAT Team on use of rescue and response vehicle.

Start Date: 2Q: FFY2021

End Date: 2Q: FFY2021

Milestone 7: Your plan to address your POETE gaps above by sustaining/building capability

Execute Basic SWAT Multistate School annual training.

The City of Charleston Police Department hosts regional and multi-state Basic SWAT Schools (SWAT Certification School) annually. Law Enforcement Agencies and Department of Defense

Military Units that attend this school include but are not limited to the following:

- Mt. Pleasant Police Department SWAT
- Charleston County Sheriff's Department SWAT
- North Charleston Police Department SWAT
- Berkeley County Sheriff's Department SWAT
- Dorchester County Sheriff's Department SWAT
- Hendersonville County Sheriff's Department SWAT
- Summerville Police Department SWAT
- Hanahan Police Department SWAT
- United States Air Force Security Forces (Joint Base Charleston)
- United States Air Force Combat Camera (Joint Base Charleston)

Start Date:

2Q:
FFY2021

End Date:

4Q:
FFY2021

Milestone 8: Your plan to address your POETE gaps above by sustaining/building capability

Execute the exercise.

Drawing from the Planning Phase, Organizational Phase, Equipment Phase, and Training Phase, the City of Charleston SWAT Team will implement the Exercise phase by using the Rescue and Response Vehicle for the 2021 multi-state Basic SWAT School. As outlined in the Training Phase above, the Rescue and Response vehicle will be a vital element in improving interagency coordination during the Basic SWAT School (through measured, realistic scenario based training events). This improved coordination will ultimately improve individual competency skills to better prepare SWAT operators for emerging threats locally and throughout the nation. Not currently possessing a suitable Rescue and Response vehicle is a clear gap in tactical emergency response resources. As previously mentioned, the City of Charleston (being a peninsula) has the potential to be cut-off from neighboring agencies and support. In this instance, the City of Charleston does not currently have a vehicle capable of navigating flood waters, surmounting rubble/debris, or traversing adverse terrain to deliver the highly trained SWAT operators to a crisis site to protect against further loss of life.

The below attached Tentative 2021 Basic SWAT School outline a brief snapshot of the implementation and measurement of the Rescue and Response vehicle usage for not only Charleston SWAT but for the individual skill enhancement of each SWAT operator

to their respective agency. The highlighted areas of interest reflect direct implementation of the Rescue and Response vehicle during this training exercise to better facilitate a safe resolution to any foreseeable threat. The specific training exercises to be measures (and evaluated) include a block of instruction (lecture and practical) on Rescue and Response Vehicle integration tactics and operations, Rescue and Response Vehicle deployment and staging techniques during tubular assault critical incidents, and specialized equipment procedures to include all applicable functions of the Rescue and Response Vehicle.

The planning for the below outlined tentative 2021 Basic SWAT School will begin first quarter 2021 utilizing the SWAT Team Leader, Assistant Team Leader, and SWAT Training Coordinator. The execution of this training exercise, anticipating the acquisition of a Rescue and Response Vehicle, will be conducted during the second half of 2021 (third or fourth quarter).

Charleston Police Department Basic SWAT School 2021 (Tentative)				
Monday	Tuesday	Wednesday	Thursday	Friday
<p>Location: 1010 E.I. Dwyer</p> <ul style="list-style-type: none"> • 1010 E.I. Dwyer • 1010 E.I. Dwyer • 1010 E.I. Dwyer <p>Location: 1010 E.I. Dwyer</p> <ul style="list-style-type: none"> • 1010 E.I. Dwyer • 1010 E.I. Dwyer • 1010 E.I. Dwyer <p>Location: 1010 E.I. Dwyer</p> <ul style="list-style-type: none"> • 1010 E.I. Dwyer • 1010 E.I. Dwyer • 1010 E.I. Dwyer <p>Location: 1010 E.I. Dwyer</p> <ul style="list-style-type: none"> • 1010 E.I. Dwyer • 1010 E.I. Dwyer • 1010 E.I. Dwyer 	<p>Location: 211 North Street</p> <ul style="list-style-type: none"> • 211 North Street • 211 North Street • 211 North Street <p>Location: 211 North Street</p> <ul style="list-style-type: none"> • 211 North Street • 211 North Street • 211 North Street <p>Location: 211 North Street</p> <ul style="list-style-type: none"> • 211 North Street • 211 North Street • 211 North Street <p>Location: 211 North Street</p> <ul style="list-style-type: none"> • 211 North Street • 211 North Street • 211 North Street 	<p>Location: 147 Broad Street</p> <ul style="list-style-type: none"> • 147 Broad Street • 147 Broad Street • 147 Broad Street <p>Location: 147 Broad Street</p> <ul style="list-style-type: none"> • 147 Broad Street • 147 Broad Street • 147 Broad Street <p>Location: 147 Broad Street</p> <ul style="list-style-type: none"> • 147 Broad Street • 147 Broad Street • 147 Broad Street <p>Location: 147 Broad Street</p> <ul style="list-style-type: none"> • 147 Broad Street • 147 Broad Street • 147 Broad Street 	<p>Location: 100 Headquarters</p> <ul style="list-style-type: none"> • 100 Headquarters • 100 Headquarters • 100 Headquarters <p>Location: 100 Headquarters</p> <ul style="list-style-type: none"> • 100 Headquarters • 100 Headquarters • 100 Headquarters <p>Location: 100 Headquarters</p> <ul style="list-style-type: none"> • 100 Headquarters • 100 Headquarters • 100 Headquarters <p>Location: 100 Headquarters</p> <ul style="list-style-type: none"> • 100 Headquarters • 100 Headquarters • 100 Headquarters 	<p>Location: 100 Headquarters</p> <ul style="list-style-type: none"> • 100 Headquarters • 100 Headquarters • 100 Headquarters <p>Location: 100 Headquarters</p> <ul style="list-style-type: none"> • 100 Headquarters • 100 Headquarters • 100 Headquarters <p>Location: 100 Headquarters</p> <ul style="list-style-type: none"> • 100 Headquarters • 100 Headquarters • 100 Headquarters <p>Location: 100 Headquarters</p> <ul style="list-style-type: none"> • 100 Headquarters • 100 Headquarters • 100 Headquarters

Start Date:

3Q:
FFY2021

End Date:

4Q:
FFY2021

III.A. Project Impact / Used for Project Evaluation

What outcomes will indicate that this project is successful at the end of the period of performance?

The Charleston Police Department SWAT Team will utilize the Response and Rescue Vehicle in all incidents that require specialized training, tactics, weapons, equipment and personnel that fall outside the scope of routine law enforcement operations. The following vehicle specifications and features directly support the mission of the City of Charleston SWAT Team in supporting the protection of life and property within the jurisdiction of our agency:

In addition to the vehicles rugged body and durable tires, it also includes several other features that will help the team perform regular duties:

- 3 remote control spotlights that are capable of providing lighting in darkened areas and assisting us in search and rescue operations;
- 14-foot hydraulic ram that can be attached to the front of the vehicle to allow officers to breach barricaded structures without exposing any personnel to potential gunfire;
- Chemical Agent Resistant Coating (CARC) that will enable the vehicle to be decontaminated after exposure to hazardous materials, allowing it to be used in response to HAZMAT emergencies;
- An inside/outside intercom system will allow negotiators to communicate with armed suspects from the safety vehicle;
- A roof-mounted thermal imaging camera to assist with conducting search and rescue operations in low visibility areas and will allow areas to locate suspects in darkened areas.

The City of Charleston SWAT Team provides direct support to the U.S. Secret Service (USSS) and the Federal Bureau of Investigation (FBI) with the ever increasing demand in providing security, quick emergency response, and assistance during dignitary visits. The possession of a Rescue and Response vehicle will allow the SWAT Team to better aid Federal partners by providing a more cohesive and comprehensive response to emerging threats posed during such dignitary visits (including but not limited to visits by POTUS, VPOTUS, Speaker of the House, Secretary of State, U.S. Military General Officers, United States Senators, United States Congressmen and Congresswomen, Foreign Heads of State, etc.)

Additionally, the City of Charleston SWAT Team routinely assists the United States Marshals Service (USMS) regarding the apprehension of violent fugitives that can potentially barricade themselves inside structures within the City of Charleston thus creating dangerous criminal barricade situations that require the proper equipment to safely mitigate and protect against the loss of life. The use of a Response and Rescue Vehicle is multifaceted and includes:

- Ballistic reaction team protection during criminal barricade and hostage rescue operations;
- Ballistic protection during officer rescue (officer down) operations under adverse conditions;
- Negotiating adverse terrain in open area searches for hostile threats (open areas such as James Island County Park, Johns Island Park, wooded and open field terrain in West Ashley, James Island, Johns Island, and Daniel Island);
- Limited destruction during criminal barricade operations;
- Deployment of technology (robotics, drones) during criminal barricade and hostage rescue operations;
- Deployment of CS gas and distraction devices (flash bang grenades) during criminal barricade and hostage rescue operations;
- Breaching capabilities when exposing SWAT operators is too high to risk (open areas, threat of automatic gunfire, possible IED presence, etc.)
- Covering large open areas (parking lots, front yards, etc.) when approaching hostile structures (such as the 2018 Florence, SC incident)

APPENDIX

PROJECT MANAGEMENT LIFECYCLE

Steps Description Process

<p>Initiate</p> <p>The authorization to begin work or resume work on any particular activity.</p> <p>Involves preparing for, assembling resources and getting work started. May apply to any level, e.g. program, project, phase, activity, task.</p>
<p>Plan</p> <p>The purposes of establishing, at an early date, the parameters of the project that is going to be worked on as well as to try to delineate any specifics and/or any peculiarities to the project as a whole and/or any specific phases of the project</p> <p>Involves working out and extending the theoretical, practical, and/or useful application of an idea, concept, or preliminary design. This also involves a plan for moving a project concept to a viable project.</p>
<p>Execute</p> <p>The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.</p> <p>Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.</p>
<p>Control</p> <p>A mechanism which reacts to the current project status in order to ensure accomplishment of project objectives. This involves planning, measuring, monitoring, and taking corrective action based on the results of the monitoring.</p> <p>Involves exercising corrective action as necessary to yield a required outcome consequent upon monitoring performance. Or, the process of comparing actual performance with planned performance, analyzing variances, evaluating possible alternatives, and taking appropriate correct action as needed.</p>
<p>Close Out</p> <p>The completion of all work on a project. Can also refer to completion of a phase of the project.</p> <p>Involves formally terminating and concluding all tasks, activities, and component parts of a particular project, or phase of a project.</p>

8.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Chief Luther Reynolds DEPT. Police

SUBJECT: FY2021 VOCA GRANT APPLICATION

REQUEST: Approval to submit the FY2021 VOCA grant to continue funding the Salaries/fringe benefits for (1) Resource Specialist & (1) Elder Advocate assigned to the Family Violence Unit.

COMMITTEE OF COUNCIL: W&M **DATE:** 24 March 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"/>
Chief of Police	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>De. Phelan</i>	<input type="checkbox"/>
Grants Coordinator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Chels Taylor</i>	<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 in the RMIC's Office? Yes No

NEED: Identify any critical time constraint(s).
This grant is due on April 1st.

CFO's Signature: _____

FISCAL IMPACT:

* 20% cash match of \$10,035 is required. The match will be budgeted for FY2021

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.



City of Charleston

South Carolina

JOHN J. TECKLENBURG
Mayor

LUTHER T. REYNOLDS
Chief of Police

POLICE DEPARTMENT

MEMORANDUM

To: Mayor John Tecklenburg
City Council

From: Luther Reynolds, Chief of Police

Subject: FY21 VOCA Elder Advocate Proposal

Date: 24 March 2020

The purpose of this memorandum is to request permission for the Charleston Police Department's application to the FY21 Victims of Crime Act Grant Program. The application is due on April 1st

If awarded, the grant will be a continuation of the elder abuse services program currently housed within the Charleston Police Department's Victim Services Unit. The purpose of the program is to provide access to a victim advocate for elder citizens who have been victims of abuse. The proposed budget requests funding for the salary and fringe benefits for one (1) Elder Advocate and one (1) Resource Specialist totaling \$94,674 in overall program costs.

This grant requires a 20% City match of \$18,935.

Please do not hesitate to email Chelsea Taylor, Grants Coordinator, at <taylorch@charleston-sc.gov> should you have any questions or concerns.



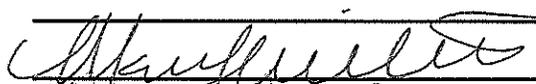
COMMITTEE / COUNCIL AGENDA

9.)

TO: John J. Tecklenburg, Mayor
FROM: Mark Wilbert DEPT. Resiliency
SUBJECT: RESILIENCY DIVISION – SC DHEC SOLID WASTE REDUCTION & RECYCLING GRANT: CATEGORY 1
REQUEST: To approve submission of the 2021 SC DHEC Solid Waste Reduction & Recycling grant application (\$25,000) to support a pilot program to recycle mattresses and support outreach and education efforts around new garbage routes and schedules

COMMITTEE OF COUNCIL: W&M DATE: March 24, 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"/>
Resiliency Div.	<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

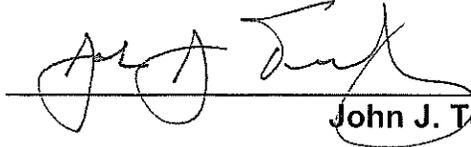
NEED: Identify any critical time constraint(s).

The grant application is due on April 3, 2020.

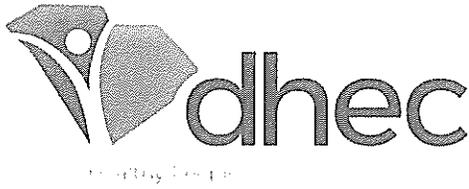
CFO's Signature:  Deputy CFO

FISCAL IMPACT:

No city match 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.



Office of Solid Waste Reduction and Recycling FY21 Solid Waste Reduction & Recycling Grant Grant Proposal instructions

DHEC's Office of Solid Waste Reduction and Recycling (Office) is accepting proposals from South Carolina local governments and regions for the implementation or expansion of waste reduction and/or recycling projects.

A local government is a county, municipality, or any other political subdivision located wholly or partly within the county when such political subdivision provides solid waste management services. A region is a group of counties that has submitted a regional solid waste management plan to the department.

Submittal Instructions

Requests should be submitted electronically. If electronic submission presents a problem, please contact the Office for other submission options.

Requests must be received by the Office no later than **5:00 p.m. (EDT) on Friday, April 3, 2020.**

Requests should be submitted in PDF or Microsoft Word format (.doc or .docx).

Requests received after the deadline will not be considered.

Incomplete submissions will not be considered. All questions must be thoroughly answered.

Faxed copies will not be considered.

Use this application only. Applications from previous years will not be accepted.

Electronic submissions **should be emailed to** swgrants@dhec.sc.gov

Please refer to the enclosed Grant Guidelines for eligibility requirements.

For additional information, please contact Celeste Duckett at 803-898-1338 or Jana White at 803-898-1346 or email swgrants@dhec.sc.gov

NOTE: *This offering does not commit DHEC to award a grant, to pay any cost incurred in the preparation of the proposal, or to procure or contract for articles of goods or services. DHEC reserves the right to accept or reject any or all proposals received as a result of this offering, or to cancel in part or in its entirety this offering if it is in the best interest of the State to do so.*

FY21 Solid Waste Reduction and Recycling Grant Program

Grant Purpose: The purpose of the Solid Waste Reduction and Recycling Grant program is to assist local governments and regions in their efforts to achieve the recommended state municipal solid waste (MSW) recycling goal of 40 percent and achieve the recommended MSW disposal goal of 3.25 lbs. or less per person per day.

Grant awards are anticipated in the two following categories; awards in one or both categories will be considered as funding is available:

1. General Recycling Category

The General Recycling Category is offered for residential or commercial projects that initiate or support recycling, waste reduction, and/or composting activities. The evaluation of grant proposals will give special consideration to new programs or to projects that expand existing programs. Waste studies designed to characterize waste or to measure contamination in recycling programs will be considered for funding, as will outreach activities that support new or existing recycling, waste reduction, and composting programs.

Recurring expenses, indirect costs, professional development, and prizes or giveaways will not be considered.

Maximum awards for General Recycling will not exceed \$25,000 per local government.

2. Outreach/Education Category

The Outreach/Education Category is being offered for special projects, activities, and materials designed to:

- decrease contamination of residential recyclables, and/or
- prevent food waste through improved planning and purchasing, donation, food sharing, recycling, or composting.

All materials must make use the **Recycle Right SC** or **Don't Waste Food SC** promotional campaigns.

Outreach/Education funds will be awarded on a competitive basis to applicants that demonstrate a plan consistent with the grant goal. The evaluation of grant proposals will give special consideration to new or innovative projects.

Maximum awards for Outreach/Education will not exceed \$10,000 per local government; the Office anticipates awarding no more than twenty (20) proposals for Outreach/Education.

Review and Award Process: Grant proposals will be reviewed and assigned points based on responses to the questions in the proposal instructions. Grant requests will be ranked, and funding recommendations made to the State Solid Waste Advisory Council (SWAC) for final approval. Grant offers will be made in writing to the applicants. All grant awards will have an ending date of June 30, 2021.

Reminder: DHEC will specify in the grant instrument, an amount awarded for educational activities. Approval for individual items (e.g. brochures, ads, apps) will not be granted until after the grant award has been made, and must be requested in writing, using the DHEC approval form, DHEC 2082. Publication, distribution, and production may not be initiated until specifically approved by DHEC.

Guidelines
FY21 Solid Waste Reduction and Recycling Grant Program

1. The Office must receive one electronic copy no later than **5:00 p.m. (EDT) on Friday, April 3, 2020**. Proposals received after the deadline will not be considered. Faxed or incomplete grant proposals will not be considered. If electronic submission presents a problem, please contact the Office for other available options.
2. Solid Waste Reduction and Recycling Grants are made available to any local government in the State of South Carolina that provides solid waste services; any region that has submitted to DHEC, a regional solid waste management plan; or, any eligible local government that applies on behalf of an informal region comprised of eligible local governments, provided they include a signed Memorandum of Agreement between the local governments designating them to administer funds.
3. Grants shall not be provided to any local government or region that has not demonstrated a good faith effort to meet the requirements of the S.C. Solid Waste Policy and Management Act of 1991.
4. Local governments must have submitted the appropriate reports as required by the S.C. Solid Waste Policy and Management Act of 1991, to include a complete solid waste management plan, an annual solid waste management progress report, and full-cost disclosure documentation.
5. Priority for funding will be given to regional grant requests.
6. Grants will not be provided for projects that are not consistent with the state or local county solid waste management plan.
7. Grant proposals will be reviewed and assigned points based on responses to the questions in the proposal instructions. Grant requests will be ranked and funding recommendations made to the SWAC for final approval. Grant offers will be made in writing to the applicants.
8. Within thirty (30) days of notification by the SWAC as to the disposition of a party's grant proposal, the party may submit a written request to the SWAC for a review of the original grant decision. Within forty-five (45) days of the original grant decision, the Office will inform the appealing party of the hearing date, place, and time. Within sixty (60) days of the original grant decision, the SWAC shall render a final decision.
9. All grant awards will have an ending date of June 30, 2021.
10. The applicant must be able to provide documentation of ownership or present a signed lease agreement for any land that may be used in conjunction with the project proposed.
11. Activities undertaken to fulfill the requirements of the grant must be performed in compliance with federal, state, and local regulations.
12. The Grantee shall not provide any DHEC grant funds to private sector recycling programs unless specifically contracting for goods or services.
13. All grants shall be construed and enforced in accordance with the laws of the State of South Carolina.
14. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to, activities carried out under this grant program on the grounds of race, age, health status, handicap, color, sex, religion, or national origin.
15. DHEC reserves the right to offer funding in the grant instrument for goods or services that differ from the description provided in the grant request.

Category 1: General Recycling Grant Proposal Instructions

Project Sub-Goal: To assist local governments and regions in their efforts to achieve the recommended state municipal solid waste (MSW) recycling goal of 40% and achieve the recommended MSW disposal goal of 3.25 lbs. or less per person per day.

Anticipated Awards: Not to exceed \$25,000 per local government.

Expenses Considered: The purchase of equipment, educational materials, and items necessary to support the project or activity; performance of site preparation; and, development and/or implementation of promotional/educational programs to support recycling, waste reduction, and composting in schools, homes, and businesses.

Expenses Not Considered Include: Recurring expenses, such as permanent personnel costs and indirect costs; professional development; and, prizes or giveaways.

Responses to the items below will be used to assign point values to all proposals. Grant recommendations will be made based on a ranking by point value. Responses must be numbered 1 through 17 and addressed in numerical order. Incomplete proposals will not be considered.

General Information (Questions 1- 2)

1. Provide local government name.

City of Charleston

2. Provide names, addresses, phone numbers, fax numbers, and email addresses for the project manager, finance director, and authorized representative (i.e. city/county manager or administrator).

Position	Name	Address	Phone	Fax	Email
Director of Sustainability/ Project Manager	Katie McKain	2 George Street, Ste 3610 Charleston, SC 29401	(843) 724-3789	(843) 720-4268	mckaink@charleston-sc.gov
Finance Director	Amy Wharton	116 Meeting St. Charleston, SC 29401	(843) 724-3710	(843) 720-3901	whartona@charleston-sc.gov
Authorized Representative	Mayor John Tecklenburg	80 Broad St. Charleston, SC 29401	(843) 724-3737	(843) 720-3827	tecklenburgj@charleston-sc.gov

Project Description (Questions 3 – 10) Point Value: 0 to 35

3. Describe the overall project for which grant funds are requested.

In partnership with SCDHEC, the City of Charleston would like to pursue adding a new program to begin recycling mattresses and diverting them from being landfilled. This grant proposal request is for funds to initiate a pilot project for mattress recycling including appropriate marketing and education about the new recycling program, and in conjunction with increased education and outreach about the City's updated garbage collection service debuting in 2020.

This project supports two goals of the Solid Waste Grant Program, both increased recycling and waste reduction activities.

Discarding used mattresses is a challenge as they cannot be donated due to health concerns, and take up large amounts of inefficiently used space in the landfill. Consumers are replacing mattresses more often nowadays as trends for one-sided mattresses flourish. As a result, landfills are seeing an influx of mattresses and the compaction rate of a discarded mattress is 400% less than regular garbage. Bedshred.com estimates a cubic yard of compacted garbage typically weighs between 1,500 and 1,800 lbs, while a cubic yard of compacted mattresses weighs about 250 lbs. and can leave voids in the ground. Illegally dumped mattresses can be a costly and unnecessary burden on the City, and consumers trying to do the right thing by recycling their mattresses are saddled with fees starting at \$55 per mattress. As a result, only a small percentage of mattresses are recycled each year, despite the fact that mattresses are readily recyclable.

A mattress recycling program generally allows the recovery and reuse of about 90% of a typical mattress. In the recycling process, old mattresses are actually disassembled and each material is reused in a new product, such as the old foam from a mattress being reused for new carpet padding. This means components of the old mattresses are never refurbished or reused into new mattresses, but the individual products take on a new use themselves. Recycling mattresses is a great way to prevent products from entering the landfill and occupying precious space, all while being reused at the same time.

While the pilot project itself will have a tremendous impact on reducing the waste of mattresses sent to the landfill, this

project can be leveraged to work in tandem with the outreach efforts for new overhaul of the City's garbage collection service, anticipated to begin in spring/summer 2020 and extend throughout the fall.

Under this grant proposal, the project would start as a pilot project, and upon success, could expand into a full mattress recycling program the City budgets for annually.

4. Identify the targeted commodity/commodities (e.g., glass, cardboard, electronics, etc.)

Mattresses are currently left out on the curbside and the City's Public Service Department arranges for these to be taken to the landfill.

In fall 2019, Charleston County announced it would no longer be able to accept the City's bulk trash items, such as mattresses, at the Bees Ferry Landfill located in the West Ashley area of Charleston. The City of Charleston immediately began planning for how to adjust operations accordingly as the next closest landfill is further away and would require more resources such as trucks and staff time to dispose of the same amount of materials. The Republic Services Spring Grove Landfill is in Ladson, SC, it is located about 15-20 miles one way (a 30+ minute drive) from James Island, Johns Island, West Ashley and Downtown Charleston. As part of the planning for the increased commute time, two new garbage trucks were purchased and associated staff were hired in early 2020 to accommodate the increased need. The new trucks have automated lever arms that pick-up a garbage can if placed properly at curbside, which is new to Charleston's fleet of garbage trucks and poses a great opportunity for public engagement and education such as how to put trash out.

Despite the new landfill location being more difficult to access and a larger drain on City staff and resources to get mattresses and other items to the landfill, it is unfortunately still more cost efficient for the City to landfill mattresses than to recycle them. With the support of SCDHEC and this grant funding program, this pilot project would help catalyze the creation of a new program, by working through all the tests and options to consider as part of a pilot project. The City could then take the successful parts of the pilot project and work them into a future budget cycle.

5. Describe the targeted source(s) of the materials (e.g., residences, schools, businesses, multi-family housing, commercial, institutions, government offices/agencies, etc.)

The targeted source for mattresses will be from residences of any kind, including multi-family. There is also the potential to collaborate with businesses that sell mattresses and often take the old mattresses, the City will explore this potential for both an increased rate of mattress recycling and a potential revenue stream to support a future program.

6. Is this project in the planning, implementation, or assessment stage?

The project is currently in the planning phase. Based on the schedule below, the proposed project would start on July 1, 2020 and successfully be completed within the 12 month grant period, by June 30, 2021. The City is hoping the hauler can be chosen right away and the mattress recycling program will get started in the first few months. The new routes

<u>Planning Phase:</u> Approx. month 0-4	- Currently in progress - Funds to execute project are awarded - Outreach will occur to educate residents about the new mattress recycling program and about operational changes to City garbage trucks and route alterations - A competitive selection process to choose the vendor needed to haul mattresses will be made - A new logo and advertising campaign will be designed in collaboration with SCDHEC
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<u>Implementation Phase:</u> Approx. month 3-12	- Hauling of mattresses to the recycling facility will begin - Education and outreach will continue and marketing materials will be purchased after SCDHEC's review
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<u>Assessment Phase:</u> Approx. month 4-12	- Assessing metrics will begin after the first load of mattresses is hauled to the recycling center - Planning for budgetary considerations will occur
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7. Describe how the materials identified are currently being collected, transported, stored, and marketed.

Residents are currently allowed to place mattresses curbside for pickup and the City takes the mattresses to the landfill. Unfortunately, many residents are not familiar with the City's schedule for collecting bulk items, and funds to advertise the schedule have been limited. This can result in bulk items and mattresses sitting along the streets and sidewalks for longer than desirable, sometimes even breaking down or causing a hazard in inclement weather.

Businesses, particularly mattress companies, will still be required to dispose of their own waste, however, since most mattress companies are paying to landfill the old mattresses, there could be opportunities for partnerships to expand mattress recycling in the area that can be vetted and tested as part of the process.



8. Describe how the materials identified will be collected, transported, stored, and marketed upon full implementation of the grant project.

Collected: The City of Charleston will explore collection options during the pilot, such as designating a certain day and time period each month when residents can drop off mattresses for recycling, or allowing residents to schedule a pickup online or by phone.

Transported: In addition to a specific drop off times, the City of Charleston will also explore a pickup service or the continuity of curbside pickup weekly. Options will be tested as part of the pilot project to see which have the most success.

Stored: The City of Charleston will utilize City property, such as the City's recently acquired Grace property to temporarily store mattresses until a full trailer load is ready for transport to the recycling facility (a full load is anticipated every 2-4 weeks). The City will test the storage methods to ~~determine which is most~~ identify the most efficient and effective strategies for staff to load mattresses on the trailer.

A full 24' trailer typically holds about 40 mattresses of varying sizes. Once the trailer is full, the contracted hauler would hitch to the trailer, and transport the mattresses to the recycling facility in Pamplico, SC. To empty one trailer full of mattresses would be considered one trip, and would take the contracted hauler about 5 hours roundtrip.

The City of Charleston will seek to hire a contractor to haul the mattresses from Charleston to Pamplico. The City doesn't believe it is cost effective for the City to dedicate both limited trucks and limited staff resources to be our own hauler and believe it is more fiscally responsible to secure private hauling, however, this will also be analyzed as part of the pilot project.

The City is currently familiar with two vendors who offer the hauling transportation service, and one vendor who offers the mattress recycling in close enough proximity to Charleston, both are described in question 9.

9. Detail the potential vendors to whom recyclables will be marketed.

There is a location in Pamplico, South Carolina that accepts mattresses for recycling, it is called Nine Lives Recycling: <https://ninelivesmattressrecycling.com/>. This location also offers transportation of the mattresses from our location for a transportation hauler fee. The old mattresses are taken apart at this facility as follows:

- The foam is sold to buyers who use the foam in new carpet padding products
- The steel parts are sent to a scrap yard and smelted down for reuse
- The boxspring wood parts are untreated and is set out for nearby residents to take at no charge, many use it as firewood or to build new items.
- The process leaves only 10% of each mattress being discarded as compacted waste, significantly decreasing the waste entering the landfill- particularly since boxspring mattresses contain open space voids.

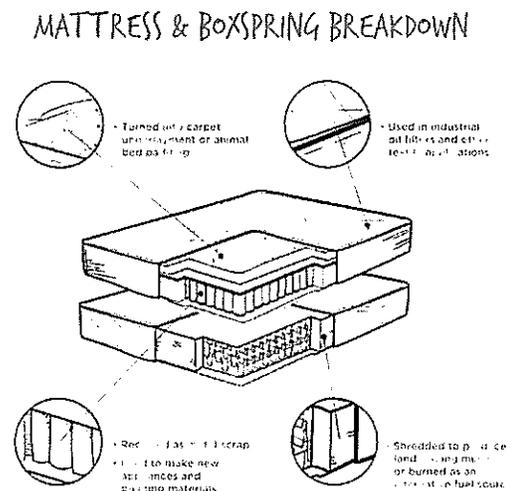
Bedshred.com, <https://bedshred.com/>, an initiative of the Charleston Mattress Company, is another potential contract hauler the City is familiar with that could assist with the project. This company currently takes all their old mattresses from their mattress customers to Pamplico themselves. Bedshred is willing to expand services to help promote a mattress recycling program in Charleston because they believe it is important to keep items that can be recycled out of the landfill.

While a number of haulers could be selected to pull a trailer, we may see more recycling companies offering mattress recycling soon. These facilities seem to be growing across the United State and they create new "green" jobs and new products, both significant economic benefits this grant would support for the state of South Carolina.

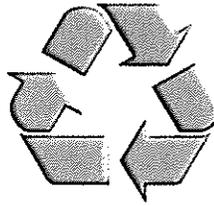
10. Describe all outreach/educational activities that will be undertaken to promote the project.

The City would like to request assistance from SCDHEC to create a logo for the new mattress recycling program, and request graphic assistance with creating the marketing materials and advertisements needed. This could include direct mailings of postcards and/or flyers, educational stickers on garbage bins answering how, what, when and why, annual calendars displaying the regular and holiday pickup schedule, and advertising media as necessary, such as billboards, print and digital ads.

The City of Charleston aims to perform outreach and education about the mattress recycling program in collaboration with outreach and education about the new garbage trucks with automated arms, new routes and new pickup schedules, and is requesting funding for both as these materials could overlap and do not necessarily need to be separate media.



**DO THE RIGHT THING
RECYCLE YOUR MATTRESS!**



Program Benefit (Questions 11 – 13)

Point Value: 0 to 40

11. Describe the amount of targeted material currently being collected from the targeted source.

Currently, the City of Charleston collects about 25-30 mattresses per month and takes them to the landfill. This number increases during certain times of year, such as during college move out. 30 mattresses each month occupies about 11,250 cubic feet of space in the landfill during in a 10-month period.

Total mattresses taken to landfill:

30 mattresses (less than 1 truckload per month) x 10 month timeframe= 300 mattresses

Total cubic feet of space mattresses take up in the landfill:

37.5 cubic feet of space per average mattress x 300 mattresses = **11,250 cubic feet of landfill space taken up by mattresses in a 10 month period**

12. Describe the estimated increase or improvement expected as a result of the grant.

As a result of this project, all 30 mattresses typically picked up by the City would be diverted to a recycling facility. This project has the potential to divert mattresses away from the landfill to result in saving over 10,000 cubic feet of landfill space and potentially more space than that as the rate of mattresses needing to be discarded continues to increase.

Total mattresses to be recycled (assuming steady rate of 30/month):

30 mattresses (less than 1 truckload per month) x 10 months (realistic hauling agreement) = 300 mattresses

Total cubic feet to divert from landfill (assuming steady rate of 30/month):

37.5 cubic feet of space per average mattress x 300 mattresses x 90% rate of recyclable parts in mattress = **10,125 cubic feet of landfill space saved**

Potential Expansion: In addition, with the new program, with consumers purchasing more mattresses than ever, and with the potential to partner with mattress retailers, the City anticipates the number of mattresses recycled will grow, and could potentially double or triple mattresses being recycled and have an effect similar to the calculations below:

Total mattresses to be recycled (assuming rate increase to 80/month):

80 mattresses (2 truckloads per month) x 10 months (realistic hauling agreement) = 800 mattresses

Total cubic feet to divert from landfill (assuming rate increase to 80/month):

37.5 cubic feet of space per average mattress x 800 mattresses x 90% rate of recyclable parts in mattress = **27,000 cubic feet of landfill space saved**

13. Explain how you arrived at this estimate.

Bedshred.com estimates when all is said and done, the recycling process leaves only 10% of each mattress being discarded as compacted waste.

According to Savvyrest.com, the average queen-sized mattress takes up 37.5 cubic feet of space, as does a matching box spring.

The City collects about 30 mattresses per month and discards of them in the landfill.

Each truckload holds about 40 mattresses.

Regionalization (Question 14-15)

Point Value: 0 to 10

14. If this is a regional application, please describe all parties and explain the activities for which each party will be responsible.

The City of Charleston is part of both Charleston County and Berkeley County, so the application is regional in nature and will cover all households serviced in City limits, about 43,372 households. It includes 5 geographic areas of the City, Cainhoy/Daniel Island (Berkeley County), West Ashley, Johns Island, James Island and the Peninsula (Charleston County)

15. If this is a regional application, provide a breakdown by local government of the estimates provided in numbers 11 and 12 above.

Daniel Island and Cainhoy (population 15,399), part of Berkeley County, make up about 10% of the total City (total population 156,536).

Total cubic feet of space mattresses take up in the landfill:

37.5 cubic feet of space per average mattress x 300 mattresses x 10% population= **1,125 (Berkeley County only) cubic feet of landfill space taken up by mattresses in a 10-month period**

Total cubic feet to divert from landfill (assuming steady rate of 30/month):

37.5 cubic feet of space per average mattress x 300 mattresses x 90% rate of recyclable parts in mattress x 10% population = **1,012.5 (Berkeley County only) cubic feet of landfill space saved**

Total cubic feet to divert from landfill (assuming rate increase to 80/month):

37.5 cubic feet of space per average mattress x 800 mattresses x 90% rate of recyclable parts in mattress x 10% population = **2,700 (Berkeley County only) cubic feet of landfill space saved**

Budget/Cost Justification (Questions 16-17)

Point Value: 0 to 15

16. Provide a detailed budget for the project, including cost estimates for each item for which funding is being requested. Include photos or descriptive literature as available.

The below table outlines our proposed grant fund expenditures.

EXPECTED EXPENDITURES	GRANT FUNDS
Hauling Contract & Mattress Processing Fees - estimated	\$12,500
We anticipate 2 truckloads per month, all inclusive (private trailer maintenance costs, fuel, time, and processing fees to drop off at recycling center as Nine Lives charges a small fee per mattress to the hauler) Estimate based on Bedshred all-inclusive quote of \$625 per truckload trip x 20 loads in a 10 month period.	
Outreach, Educational Media, Advertising - estimated	\$12,500
Outreach and education about the new mattress recycling program and the new garbage trucks with automated arms, new garbage routes, new collection schedule (regular and holiday), proper can placement, emergency and hurricane preparations, yard waste vs. bulk waste vs. recycling separation, including:	

- Professional signage and/or door hangers;
- Educational stickers on new garbage cans;
- Advertising as necessary- specifically direct mailers such as calendar schedules, but could also include digital, print, billboard, radio, social media ads, web ads as needed.

TOTAL

\$25,000

17. Describe any shortfalls for which grant funding will not be adequate and explain how any additional funding will be secured. Include matching funds, in-kind contributions, and sponsored contributions/grants from other sources.

Bedshred has offered to collaborate and donate some in-kind contributions of hauling services to extend the grant term as needed.

Category 2: Outreach/Education Grant Proposal Instructions

Project Sub-Goal: To increase the recycling rate through implementation of a coordinated outreach/education campaign or activity designed to decrease contamination of residential recyclables, and/or to increase collection of food waste. All materials distributed must make use of the Recycle Right SC and/or Don't Waste Food SC logos and must be approved by the Office prior to production.

Expenses Considered: Promotional literature, print or broadcast advertisements, billboards, flyers, hang-tags, direct mailings, and other outreach materials and/or activities.

Expenses Not Considered Include: Recurring expenses, such as permanent personnel costs and indirect costs; professional development; and prizes or giveaways.

Anticipated Awards: Not to exceed \$10,000 per applicant. The Office anticipates awarding no more than ten (10) Outreach/Education Grants.

Responses to the items below will be used to assign point values to all proposals. Grant recommendations will be made based on a ranking by point value. Responses must be numbered 1 through 14 and addressed in numerical order. Incomplete proposals will not be considered.

General Information (Questions 1- 2)

1. Provide local government name.
2. Provide names, addresses, phone numbers, fax numbers, and email addresses for the project manager, finance director, and authorized representative (i.e. county manager or administrator).

Project Description (Questions 3-8)

Point Value: 0 to 50

3. Provide a general description of the outreach/educational campaign or activity for which grant funding is requested.
4. Describe the media to be used (e.g. television, social media, print ads, mailouts, billboards, etc.).
5. Identify the commodity or commodities targeted by the campaign (e.g. household single stream).
6. Identify the targeted source(s) for the materials and the target audience for the campaign (e.g. other local governments, residences, schools, businesses, multi-family housing, commercial businesses, institutions, government offices/agencies).
7. Describe the specific items for which grant funding is being requested.
8. Describe any community partners that will be involved in promotional activities.

Project Benefit (Questions 9-10)

Point Value: 0 to 25

9. Explain how the project will benefit the quality of material collected, increase the quantity of material collected, and/or otherwise impact the efficiencies of your program.
10. Describe how the proposed project makes use of existing infrastructure and complements or improves existing programs.

Regionalization (Questions 11-12)

Point Value: (0-10)

11. If this is a regional application, please describe all parties and explain the activities for which each party will be responsible.
12. If this is a regional application, please explain how efficiencies will be achieved through a regional approach.

Budget/Cost Justification (Questions 13-14)

Point Value: 0-15

13. Provide a detailed budget for the project, including cost estimates for each item for which funding is being requested. Include photos or descriptive literature as available.
14. Describe any shortfalls for which grant funding will not be adequate and explain how any additional funding will be secured. Include matching funds, in-kind contributions, and sponsored contributions/grants from other sources.

CPR COMMITTEE and/or COUNCIL AGENDA

10.)

TO: John J. Tecklenburg, Mayor
FROM: Benjamin Smith / Andrew Jones DEPT. Stormwater Management
SUBJECT: DUNOON DRIVE DRAINAGE IMPROVEMENT CONSTRUCTION CONTRACT

REQUEST: Approval of a Construction Contract with B&C Land Development in the amount of \$64,840.00 for the installation of a storm drain system (450 linear feet of 6" pipe) to reduce ongoing flooding concerns for properties along Dunoon Dr.

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

COMMITTEE OF COUNCIL: Ways & Means DATE: March 24, 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>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
Dir. of SW Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
MBE Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>

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

If yes, provide the following: Dept/Div SW Mgmt-Proj. Mgmt Acct # 050313-52240

Balance in Account \$64,840.00 Amount needed for this item \$64,840.00

NEED: Identify any critical time constraint(s).

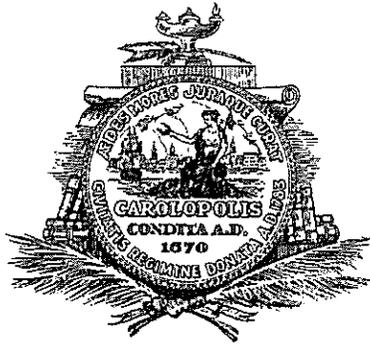
CFO's Signature: Amy Wharton

FISCAL IMPACT: Approval of this Construction Contract will institute a project budget of \$71,324.00 of which \$64,840.00 will be obligated for the contract. The funding source for this project is the Drainage Fund.

Mayor's Signature: [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.

Dunoon Drive Drainage Improvement Project	Draft Project Budget	Expenses To Date	Encumbrances	Remaining Balance	NOTES
DEVELOPMENT					
			-	-	
TOTAL DEVELOPMENT COSTS					
	-	-	-	-	
DESIGN / ENGINEERING					
			-	-	
TOTAL D/E COSTS					
	-	-	-	-	
CONSTRUCTION					
050313-52240 Construction	64,840.00	-	64,840.00	-	B&C Land Development
		-	-	-	
TOTAL CONSTRUCTION COSTS					
	64,840.00	-	64,840.00	-	
OTHER					
Contingency	6,484.00	-	6,484.00	-	
TOTAL PROJECT COSTS					
	71,324.00	-	71,324.00	-	
FUNDING SOURCES					
<u>YEAR</u>	<u>SOURCE</u>	<u>AMOUNT</u>	<u>RECEIVED</u>		
2019	Drainage Fund	71,324.00	-		
TOTAL FUNDING					
	71,324.00	-			
PROJECT SUMMARY					
	AVAILABLE FUNDING	71,324.00	-		
	FUNDING NEEDED	71,324.00	71,324.00		
	PROJECT BALANCE	-	(71,324.00)		



CITY OF CHARLESTON

DEPARTMENT OF STORMWATER MANAGEMENT

**CONSTRUCTION SPECIFICATIONS &
CONTRACT DOCUMENTS**

DUNOON DRIVE DRAINAGE IMPROVEMENT PROJECT

FEBRUARY 2020

Mayor John J. Tecklenburg

City Council

Marie Delcioppo

Perry K. Waring

Kevin Shealy

Michael S. Seekings

Jason Sakran

A. Peter Shahid, Jr.

Robert M. Mitchell

Harry Griffin

Karl L. Brady, Jr.

Ross A. Appel

William Dudley Gregorie

Carol Jackson

SECTION 01105

ADVERTISEMENT FOR BIDS

PROJECT: DUNOON DRIVE DRAINAGE IMPROVEMENT PROJECT

OWNER: City of Charleston

RECEIPT OF BIDS. Separate sealed bids for the construction of the above referenced project will be received by the Owner at their office, Thursday, February 20, 2020 until 2:00 p.m. local time at the Department of Stormwater Management, Engineering Division, 2 George Street, Suite 2100, Charleston, South Carolina, 29401 and at said office will be publicly opened and read aloud.

PROJECT DESCRIPTION. The Work will include removal of 112 LF of 6" PVC pipe, installation of 62 LF of 6" HDPE pipe, installation of 397 LF of 6" EZFLOW pipe wrapped in a 15" geotextile mesh fabric, installation of ten (10) 12"x12" styrene catch basins, backfill, seed and mulch, and the removal and replacement of a concrete driveway apron, as shown in the Drawings.

DOCUMENT EXAMINATION. The Contract Documents may be examined at the following City of Charleston Department of Stormwater Management, Engineering Division, 2 George Street, Suite 2100, Charleston, South Carolina.

DOCUMENTS AVAILABLE. CDs with the Contract Documents may be obtained at the Department of Stormwater Management, Engineering Division, 2 George Street, Suite 2100, Charleston, South Carolina

DEPOSIT: No deposit will be required for the first CD of Electronic Contract Documents taken. Additional CDs will require a \$15 fee.

SECURITY: Each bid must be accompanied by a certified check of the Bidder, or by a Bid Bond made payable to the Owner for an amount equal to not less than 5% of the total bid as a guarantee that, if the bid is accepted, the required Agreement will be executed and that a 100% Performance Bond and 100% Payment Bond will be furnished

OWNER'S RIGHTS The Owner reserves the right to waive any informalities in bidding and to reject all Bids if it is in the Owner's best interest to do so. Unless all bids are rejected, award will be to the low responsive, responsible Bidder

WOMEN'S AND MINORITY BUSINESS GOALS: This contract requires compliance with the City of Charleston's minority and women-owned business goals. Bids will not be accepted without compliance with this program. All bidders are advised to familiarize themselves with the City's women's and minority business goals early in the bid preparation process as time is required to properly seek out and solicit qualified women and minority businesses. Goals with regards to Women's and Minority Business Enterprises are specified in Section 01110



Mr. Matthew Fountain PE, PG
Director of Stormwater Management
City of Charleston

(End of Section 01105)

Dunoon Drive Drainage Improvement Project

7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT: The successful Bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within 10 days after he has received notice of the acceptance of his Bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his Bid.
8. LAWS AND REGULATIONS: All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included as though herein written out in full.
9. NON-RESIDENT CONTRACTORS: A Bidder, who is a non-resident contractor, shall be aware of Section 12-9-310, Article 3, of the South Carolina Income Tax Act of 1926, as amended. This article requires the Owner entering into a contract with a non-resident taxpayer, where such contract exceeds ten thousand dollars, to withhold two percent (2%) of each and every payment made to the non-resident.

The funds deducted from the payment made to the non-resident taxpayer are funds deemed to be held in trust for the State of South Carolina and will be reported by the Owner to the South Carolina Tax Commission. This deduction is in addition to the retainage deductions specified in the General Conditions.

The withholding of two percent (2%) from payments made to the non-resident taxpayer may be waived only if the non-resident taxpayer shall insure the South Carolina Tax Commission by posting an acceptable bond in the sum of two percent (2%) of the total contract amount. The Owner must receive verification from the South Carolina Tax Commission if this deduction is to be waived.

10. EXAMINATION OF DRAWINGS AND SPECIFICATIONS: Each Bidder shall carefully examine Drawings and Specifications and all Addenda or other revisions thereto and thoroughly familiarize himself with the detailed requirements thereof prior to submitting a Bid. If any Bidder is in doubt as to the true meaning of any part of the Drawings, Specifications, or other Documents, or if any error, discrepancy, conflict, or omission is noted, the Bidder should immediately contact the Engineer in writing and request clarification. The Engineer will clarify the intent of the Documents and/or correct such error, discrepancy, conflict, or omission, and will notify all Bidders by Addendum in cases where the extent of work or the cost thereof will be appreciably affected. No allowance will be made after Bids are received for oversight by a Bidder.
11. EXAMINATION OF SITE: Each Bidder shall visit the site of proposed work and fully acquaint himself with conditions relating to construction and labor so he may fully understand facilities, difficulties, and restrictions attending execution of work under contract. By executing the Agreement, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents.
12. INFORMATION NOT GUARANTEED: All information given on the Drawings or in the Contract Documents relating to subsurface conditions, existing structures, location of utilities, sewer inverts, or other information on existing facilities, is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Bidders.

It is agreed and understood that the Owner does not warrant or guarantee that the conditions, pipes, or other structures encountered during construction will be the same as those indicated on the Drawings or in the Contract Documents. The Bidder must satisfy himself regarding the character, quantities, and conditions of the various materials and the work to be done.

It further is agreed and understood that the Bidder or the Contractor will not use any of the information made available to him or obtained in any examination made by him in any manner as a basis or ground of claim or demand of any nature, against the Owner or the Engineer, arising from or by reason of any variance which may exist between the information offered by the actual

Dunoon Drive Drainage Improvement Project

materials or structures encountered during the construction work, except as may otherwise be provided for in the Contract Documents.

If any work is performed by the Contractor, or any subcontractor, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing conditions, or damage to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

13. COMPLETE WORK REQUIRED: The Drawings, Specifications, and all supplementary documents are essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work. In case of discrepancy on the Drawings, figured dimensions shall govern. In case of omissions from the Specifications as to items of equipment and materials or quantities thereof, the Drawings shall govern. It shall be the responsibility of the Bidder to call to the attention of the Engineer obvious omissions of such magnitude as to affect the strength, adequacy, function, completeness, or cost of any part of the work in ample time for amendment by Addendum prior to letting date.

14. ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of the Drawings, Specifications, or other Bid Documents will be made orally to any Bidder by the Engineers prior to award of the contract.

Every request for such interpretation should be in writing addressed to Benjamin Smith, PE, The City of Charleston, 2 George Street, Suite 2100, Charleston, SC 29401 or by e-mail: smithb@charleston-sc.gov. To be given consideration, such request must be received at least 10 days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be made in the form of written Addenda to the Specifications which, if issued, will be emailed to all prospective Bidders (at the respective email addresses furnished for such purposes), not later than 5 days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under his Bid as submitted. All Addenda so issued shall become part of the Contract Documents.

15. TIME FOR COMPLETION: The Bidder must agree to commence work within the time stipulated in the Agreement. The Bidder also must agree to fully complete the project within the time stipulated in the Agreement.

16. LIQUIDATED DAMAGES: The Bidder must agree to pay as liquidated damages the amount set forth in the Agreement for each consecutive calendar day that the work is incomplete after the date of completion.

17. WRITTEN MODIFICATIONS: Any Bidder may modify his Bid by written communication at any time prior to the scheduled closing time for receipt of Bids, provided such written communication is received by the Owner prior to the closing time. The written communication should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened.

18. WITHDRAWAL OF BIDS: Any Bidder may withdraw his Bid, either personally or by written request, at any time prior to the scheduled time for opening of Bids or authorized postponement thereof.

No Bidder may withdraw his Bid for a period of 90 days after the date set for the opening thereof, and all Bids shall be subject to acceptance by the Owner during this period.

19. IRREGULAR BIDS: A Bid will be considered irregular and may be rejected for any one of the following reasons:

Dunoon Drive Drainage Improvement Project

- 19.1 If the Bid is on a form other than that furnished by the Owner; or if the form is altered or any part detached.
 - 19.2 If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning.
 - 19.3 If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
 - 19.4 If the Bid does not contain a price for each item listed.
 - 19.5 If the Bid does not contain the aggregate of the Bid, obtained by adding the extended amounts of the various items, if applicable.
 - 19.6 If the Bid contains obviously unbalanced Bid prices.
 - 19.7 If there is reason to believe that any Bidder is interested in more than one Bid on the same project or that there has been collusion among the Bidders.
20. DISQUALIFICATION OF BIDDERS: More than one Bid from an individual, a firm or partnership, a corporation or any association, under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder is interested as a principal in more than one Bid for the work contemplated will cause the rejection of all Bids in which such Bidder is believed to be interested. Any or all Bids will be rejected if there is reason to believe that collusion exists among the Bidders. Contracts will be awarded only to responsible Bidders capable of performing the class of work contemplated within the time specified, and having sufficient resources and finances to carry on the work properly.
21. ACCEPTANCE OR REJECTION OF BIDS: The Owner reserves the right to reject any and all Bids when such rejection is in the interest of the Owner; to reject the Bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the Bid of a Bidder who is not, in the opinion of the Engineer, in a position to perform the Contract. The Owner also reserves the right to waive any informalities and technicalities in Bidding. The Owner may also accept or reject any of the alternates that may be set forth on the Bid.
22. METHOD OF AWARD: Unless all Bids are rejected, the Contract will be awarded to the lowest responsive, responsible Bidder for the Dunoon Drive Drainage Improvement Project. A responsive Bidder is defined as one whose Bid is complete and submitted in accordance with the Contract Documents without excisions, exceptions, special conditions, or alternate Bids (unless specifically requested in the Bid form). A responsible Bidder is defined as one who is legally licensed to Bid and perform work in the State of South Carolina, maintains a permanent place of business, has adequate plant equipment to complete the work properly and within the established time limit, has adequate financial status to meet his obligations contingent to the work, and is considered by the Owner and Engineer to be capable of performing the work in accordance with the Contract Documents.
23. NOTICE TO PROCEED: The Notice to Proceed will be issued within 10 days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the 10-day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.
24. ESTIMATED QUANTITIES: Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the Drawings and Specifications, including Addenda. After Bids have been submitted, the Bidder shall not assert

Dunoon Drive Drainage Improvement Project

that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

25. EASEMENTS: There are no anticipated easements required for this project. If an easement is required, the Owner will obtain it. Entry onto other private property by Contractor shall be made by separate agreement with the property owner. No additional compensation will be allowed for such agreements.
26. WORK IN STATE RIGHTS-OF-WAY: The Owner will obtain the necessary permits for construction across State Highway rights-of-way. The Contractor shall abide by all rules, regulations, and requirements of these agencies in regard to construction under this contract, including the giving of notices, provisions for inspections, and employment of such methods of construction as may be required. Wherever these Specifications may be in conflict with the regulations or requirements of these agencies, such regulations shall govern and these Specifications shall be modified to such extent as necessary to conform to the said rules, regulations, and requirements. Wherever additional costs are incurred due to requirements of these agencies, such additional periods of maintenance, special features of construction, etc., all such costs shall be included in the prices Bid. No additional compensation will be allowed for such costs after award of the Contract.
27. RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK: The work comprises approximately the quantities shown in the Bid form, which will be used as a basis for comparison of Bids and not for final estimate. The Owner does not, by expression or by implication, agree that the actual amount of work shall correspond with the estimated quantities.

The Owner reserves the right to increase or decrease the amount of work under the Contract to the extent of 25% of the work contemplated, at the unit prices quoted in the Bid.

28. MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM

- A. This Project is covered under the City of Charleston's Minority Business Enterprise (MBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.
- B. MBE Goals: The City has established goals for both Minority Business Enterprise (MBE) and Women Business Enterprise (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 a minimum of fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify. The goals for this contract are a combined 20% for minority and women-owned business enterprise participation. These goals will be applied to the overall contract.
- C. Certification of Eligibility of MBE/WBE: All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's MBE office. Questions regarding certification requirements shall be addressed to 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 using the Services link and then the Minority and Women Owned Business Development link.
- D. Bidder's MBE/WBE Participation: All bidders must document the extent of their MBE participation by completing the MBE Compliance Provision Forms. Bidders must also 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, the Procurement Office shall deem the bid non-responsive and will be ineligible for award of the Contract.
- E. The contractor shall perform the contract in accordance with the representations made in the Minority/Women-Owned/Disadvantaged Business Enterprise Compliance Provisions

Dunoon Drive Drainage Improvement Project

(Affidavit A) and the Work to be Performed by Minority Firms (Affidavit B) submitted as part of the bid proposal.

29. FORM OF BID: All Bids must be submitted on the blank Bid form provided therefore and must state the total price for which the Bidder will complete the work in accordance with the terms of the Contract Documents. All blank spaces must be filled in and there shall be no interlineation, alterations, or erasures.

The Bid must be signed manually in ink by a principal or an officer duly authorized to make contracts. The Bidder's legal name must be fully stated and the name and title of the person signing must be typed below his signature.

30. SUBMITTING BIDS: Each Bid must be submitted on the prescribed Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid must be fully completed and executed when submitted. Only one copy of the Bid form is required.

Bidders are cautioned that it is the responsibility of each individual Bidder to assure that his Bid is in the possession of the responsible official or his designated alternate prior to the stated time and at the stated place of the Bid opening. Owner is not responsible for Bids delayed by mail and/or delivery services of any nature.

Each Bid must be submitted in an opaque sealed envelope, plainly marked on the outside addressed and delivered as shown below. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner in the following format and at the following address:

Dunoon Drive Drainage Improvement Project

Upper Left Hand Corner:

Bidder's Name
Bidder's Address

To: City of Charleston
Department of Stormwater Management
2 George Street, Suite 2100
Charleston, SC 29401

Attention: Mr. Matthew Fountain PE, PG
Director

Lower Left Hand Corner:

Bid for Construction of:

DUNOON DRIVE DRAINAGE IMPROVEMENT PROJECT

South Carolina General Contractor's License No. G113138

Classification WL4

Expiration Date 10/31/2020

City of Charleston Business License No. BL018143-01-2020

Dunoon Drive Drainage Improvement Project

SECTION 01140

BID

TO: City of Charleston (hereinafter called "Owner")
2 George Street, Suite 2100
Charleston, SC 29401

FROM: B&C Land Development

3785 Old Charleston Highway

Johns Island SC 29455

Phone 843-766-8109

of the City of Johns Island, County of Charleston

and State of South Carolina, hereinafter called "Bidder "

PROJECT: DUNOON DRIVE DRAINAGE IMPROVEMENT PROJECT

The Bidder, in compliance with your Advertisement for Bids for the construction of above referenced project, having examined the Drawings and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labors, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The Bidder declares that he has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, and the difficulties attendant upon its execution, and that he has carefully read and examined the Drawings, the annexed proposed Agreement, and the Specifications and other Contract Documents therein referred to, and knows and understands the terms and provisions thereof.

Bidder understands that information relative to existing structures, apparent and latent conditions, and natural phenomena, as furnished to him on the Drawings, in the Contract Documents, or by the Owner or the Engineer, carries no guarantee expressed or implied as to its completeness or accuracy, and he has made due allowance therefore.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Bidder hereby agrees to commence work under this contract within 15 days of receipt of the Notice to Proceed and to fully complete the project within 30 consecutive calendar days thereafter.

Bidder also agrees to pay \$500/day as liquidated damages for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Dunoon Drive Drainage Improvement Project

ADDENDA: Bidder acknowledges receipt of the following Addenda:

Addendum No. _____	Date _____

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	<u>Mobilization</u>	1	LS	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
2.	<u>Construction Stake-Out</u>	1	LS	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>
3.	<u>6" HDPE Corrugated Pipe w/ sock drain (15" EZFLOW Pipe), Installed</u>	397	LF	\$ <u>40.00</u>	\$ <u>15,880.00</u>
4.	<u>6" HDPE w/ #57 Stone Bed, Installed</u>	62	LF	\$ <u>30.00</u>	\$ <u>1,860.00</u>
5.	<u>12"x12" Yard Inlet, Installed</u>	10	EA	\$ <u>1,500.00</u>	\$ <u>15,000.00</u>
6.	<u>6" Cleanout, installed</u>	1	EA	\$ <u>500.00</u>	\$ <u>500.00</u>
7	<u>Connect 6" HDPE to Inlet</u>	1	LS	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
8.	<u>Removal of 6" PVC Pipe</u>	112	LF	\$ <u>10.00</u>	\$ <u>1,120.00</u>
9	<u>Seed and Mulch (CB1 – CB10)</u>	132	SY	\$ <u>40.00</u>	\$ <u>5,280.00</u>
10.	<u>Sod (Public Right of Way)</u>	30	SY	\$ <u>50.00</u>	\$ <u>1,500.00</u>
11	<u>Remove and Replace Concrete Driveway Apron</u>	1	LS	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
12.	<u>Relocate Water Service Connection (if needed)</u>	1	EA	\$ <u>100.00</u>	\$ <u>100.00</u>
13.	<u>Remove and Replace Curb and Gutter (if needed)</u>	1	LF	\$ <u>100.00</u>	\$ <u>100.00</u>
14	<u>Erosion Control</u>	1	LS	\$ <u>500.00</u>	\$ <u>500.00</u>
15.	<u>Survey and As-built Drawing</u>	1	LS	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>
Total Bid Price					\$ <u>64,840.00</u>

Additional work shall be paid in accordance with these unit prices.

The above unit prices shall include all labor, materials, dewatering, shoring, removal, overhead, profit, insurance, taxes, fees, etc., necessary to complete the proposed improvements shown and described in the Contract Documents.

LUMP SUM BID

The lump sum price shall include all costs for the installation of the landscape wall improvements in accordance with the Contract Documents. The lump sum bid for construction of the improvements is:

Sixty Four thousand eight hundred and forty _____ (Dollars) (\$ 64,840.00).

Dunoon Drive Drainage Improvement Project

Bidder understands that the Owner reserves the right to reject any and all bids and to waive any informalities in the bidding. The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closed time for receiving bids.

Upon receipt of written notice of the award of this Bid, Bidder will execute the formal Agreement within 10 days, and deliver Surety Bonds as required by the General Conditions. The bid security attached in the sum of 5,000.00

(\$ 3,242.00) is to become the property of the Owner in the event the Agreement and Bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

The undersigned declares that his firm is (delete those not applicable):

A corporation organized and existing under the laws of the State of South Carolina

A partnership consisting of _____

The undersigned declares that the person signing this proposal is fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof.

It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

Respectfully Submitted:

(SEAL – if bid is by a Corporation)

B&C Land Development Inc

(Contractor)
By: Charles Rookes

(Signature)

Charles Rookes

(Name)

President

(Title)

3785 Old Charleston Highway Johns Island SC 29455

(Address)

SC General Contractor's License No. G113138

Initial the following items to indicate compliance with specifications:

CR The Contractor has complied with the Owner's MBE Program and has completed and included Affidavits A and B or C.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of South Carolina)

County of Charleston)

Charles Rooke, being first duly sworn, deposes and says that:

1. He is President of B&C Land Development, the Bidder that has submitted the attached Bid:
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:
3. Such Bid is genuine and is not a collusive or sham Bid.
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Charleston or any person interested in the proposed Contract, and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant

(signed) Charles S. Rooke

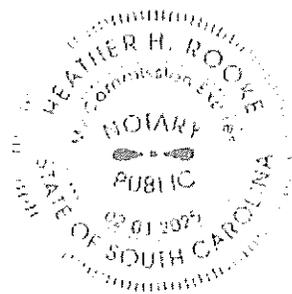
 President

 (Title)

Subscribed and sworn to before me this 19th day of February, 2020
Heather H. Rooke

 Notary (title)

My commission expires 02/03/2025



MWBE Compliance Provisions

New Women/Minority Business Enterprise Forms

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

The guidelines for participation in City of Charleston's contracts for services, including construction, are hereby made part of any contracting resulting from this solicitation. These requirements shall apply to all contracts and resulting subcontracts issued by contractors. A list of certified minority and women-owned firms can be found on the City of Charleston's website www.charleston-sc.gov using the Services link and then the Minority and Women Owned Business Development link; or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston, SC 29401, (843) 724-7434, jordanr@charleston-sc.gov.

The new compliance documents are located in the Bid Package. These documents **must** be completed and returned with your bid response. Failure to do so may cause your bid/proposal response to be deemed non-responsive.

Dunoon Drive Drainage Improvement Project
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 website www.charleston-sc.gov; or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston, SC 29401, (843) 724-7434, jordanr@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,

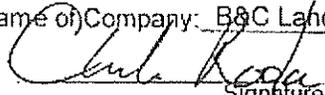
AND
- Affidavit B - Work to be Performed by Minority and/or Women-owned Firms**

OR
- 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: B&C Land Development, Inc.


Signature

Charles Rooke
Print Name

President
Title

2/19/2020
Date

Attest 

Dunoon Drive Drainage Improvement Project
AFFIDAVIT A
Page 1 of 2

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

Affidavit of B&C Land Development, Inc.

(Name of Offeror)

I have made a good faith effort to comply 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 MBE businesses that reasonably could have been expected to submit a quote and that were known to the contractor, 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 MBE 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 MBE 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 minority participation.
- o 5. Attended pre-solicitation meetings scheduled by the City.
- o 6. Provided MBE with assistance in getting required bonding or insurance requirements or provided alternatives to bonding or insurance for subcontractors.
- o 7. Negotiated in good faith with interested MBEs and did not reject them as unqualified without sound reasons based on their capabilities. **(Any rejection of a minority or woman business based on lack of qualifications shall include reasons for rejection documented in writing.)**
- o 8. Provided MBEs with assistance in need of 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 MBEs in obtaining the same unit pricing with the Offeror's suppliers in order to help such businesses in establishing credit.
- o 9. Provided training or mentoring to at least two (2) MBEs 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 MBEs in order to increase opportunities for minority business participation.
- o 11. Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned hereby agrees 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.

The undersigned hereby certifies that he/she has read the terms of the minority business commitment and is authorized to bind the Offeror to the commitment herein set forth.

Date: 2/19/2020

Name of Authorized Officer (Print/Type): Charles Roke

Signature: 

Title: President

Dunoon Drive Drainage Improvement Project

AFFIDAVIT A

Page 2 of 2

City of Charleston, South Carolina Minority Business Participation Efforts

(Use as many sheets as necessary)

I, B&C Land Development, Inc., hereby certify that on this project we contacted the following minority business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

<p>1. Minority Firm Name and Contact <u>Landscape Pavers Joyce Scirmer</u></p> <p>Minority Firm Telephone Number <u>843-766-2363</u></p> <p>Minority Firm Fax Number <u>843-766-2226</u></p> <p>DBE Certification Number <u>06-073119178</u></p>	<p>Minority Firm Address <u>1537 Ashley River Rd, Charleston, SC 29407</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>
<p>2. Minority Firm Name and Contact</p> <p>Minority Firm Telephone Number _____</p> <p>Minority Firm Fax Number _____</p> <p>DBE Certification Number _____</p>	<p>Minority Firm Address</p> <p>Minority Group Type</p> <p><input 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</p> <p>Minority Firm Telephone Number _____</p> <p>Minority Firm Fax Number _____</p> <p>DBE Certification Number _____</p>	<p>Minority Firm Address</p> <p>Minority Group Type</p> <p><input 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</p> <p>Minority Firm Telephone Number _____</p> <p>Minority Firm Fax Number _____</p> <p>DBE Certification Number _____</p>	<p>Minority Firm Address</p> <p>Minority Group Type</p> <p><input 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>

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

Date: 2/19/2020

Name of Authorized Officer (Print/Type): Charles Rooke

Sworn to before me this 19th day of February, 2020

Notary Public for the State of SC
My Commission Expires: 02/03/2025

Print Name Heather H. Rooke

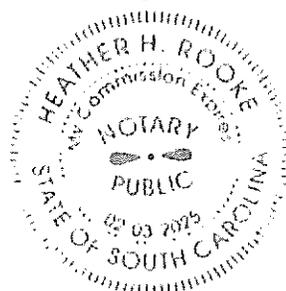
Phone Number 843-766-8109

Address: 3785 Old Charleston Highway
Johns Island, SC 29455

Signature: Chul S. Rooke

Title: President

Notary Seal:



Heather H. Rooke

Dunoon Drive Drainage Improvement Project
AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority Businesses

Affidavit of B&C Land Development, Inc. I hereby certify that on the
(Name of Offeror)

Dunoon Drive Drainage Improvement Project, Total Project Amount \$ 64,840.00
(Project Name)

I will make a good faith effort to expend a minimum of 9 % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
Landscape Pavers 843-766-2363	W	Concrete	\$ 7,000.00
			\$
			\$
			\$
			\$
			\$
			\$

Total MBE Participation: 9 % \$ 7,000.00

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

The undersigned will enter into a formal agreement with minority firms for work listed in this schedule conditional upon execution of a contract with the Owner.

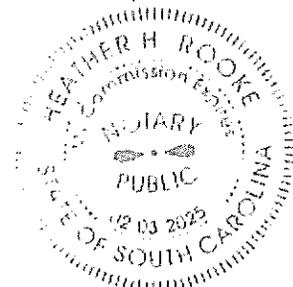
The undersigned hereby certifies that he/she has read the terms of this commitment and is authorized to bind the Offeror to the commitment set forth herein. We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct, and complete.

Date: 2/19/2020 Name of Authorized Officer (Print/Type) Charles Rooke
Signature: *Charles S. Rooke*
Title President

Sworn to before me this 19th day of February, 2020
My Commission Expires: 02/03/2025
Print Name Heathley H. Rooke
Phone Number: 843-766-8109
Address: 3785 Old Charleston Hwy
Johns Island, SC 29455

Notary Public for the State of SC
Notary Seal:

Heathley H. Rooke



AFFIDAVIT C

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

Affidavit of _____
(Name of Offeror)

I hereby certify that it is our intent to perform 100% of the work required for the contract _____

(Name of Project)

In making this certification, the Offeror states that the Offeror 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 Offeror agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

The undersigned hereby certifies that he/she has read this certification and is authorized to bind the Offeror to the commitments contained herein. We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct and complete.

Date: _____ Name of Authorized Officer (Print/Type): _____

Signature: _____

Title: _____

Sworn to before me this ____ day of _____, 20__.

Notary Seal:

Notary Public for the State of _____

My Commission Expires: _____

Print Name: _____

Phone Number: _____

Address: _____

(End of Section 01140)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

B & C Land Development, Inc.
3785 Old Charleston Highway
Johns Island, SC 29455

SURETY:

(Name, legal status and principal place of business)

Aegis Security Insurance Company
P. O. Box 3153
Harrisburg, PA 17105
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Charleston
2 George Street, Suite 2100
Charleston, SC 29401

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Dunoon Drive Drainage Improvement Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

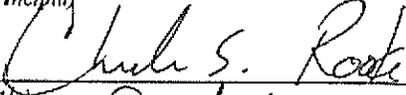
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of February, 2020



(Witness)

B & C Land Development, Inc.
(Principal) _____ (Seal)

By: 

(Title) President



(Witness) Alexa Fallaw

Aegis Security Insurance Company
(Surety) _____ (Seal)

By: 

(Title) Frank W. Hafner, III, Attorney-in-Fact



SECTION 01142 BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto _____, as OWNER, in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20__.

The Condition of the above obligation is such that whereas the Principal has submitted to _____ a certain BID, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

DUNOON DRIVE DRAINAGE IMPROVEMENT PROJECT

NOW, THEREFORE,

- 1. If the said BID shall be rejected, or in the alternate,
- 2. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By: _____

SEAL

IMPORTANT: Surety companies executing a BOND must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

(End of Section 01142)

SECTION 01210 AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__, by and between THE CITY OF CHARLESTON,

acting herein through its _____ Mayor _____
(Title of Authorized Official)

hereinafter call "OWNER" and B&C Land Development, Inc.
(Name of Contractor)

doing business as _____ Corporation _____,
(an Individual), (a Partnership), or (a Corporation)

of the City of Charleston, County of Charleston, and

State of South Carolina, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

DUNOON DRIVE DRAINAGE IMPROVEMENT PROJECT

hereinafter called the PROJECT.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 15 calendar days after the date of the NOTICE TO PROCEED and will fully complete the PROJECT within 30 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of

\$64,840.00 Dollars

or as shown in the Bid Schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- 5.1 Advertisement for Bids
- 5.2 Information for Bidders
- 5.3 Bid

Dunoon Drive Drainage Improvement Project

- 5.4 Bid Bond
- 5.5 Agreement
- 5.6 Performance Bond
- 5.7 Payment Bond
- 5.8 Certificate of Owners Attorney
- 5.9 Notice of Intent to Award
- 5.10 Change Orders
- 5.11 Notice to Proceed
- 5.12 General Conditions
- 5.13 Supplemental Conditions (Including Drawings, Technical Specifications, Permits, and Additional Information)
- 5.14 Addenda

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

- 6. The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions and such amounts as required by the CONTRACT DOCUMENTS.
- 7. This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Dunoon Drive Drainage Improvement Project

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in six counterparts, each of which shall be deemed an original, in the year and day first above written.

(OWNER)

By: _____

(SEAL)

(Title of Authorized Official)

ATTEST:

(Secretary)

(Witness)

B+C Land Dev
(CONTRACTOR)

By: Charles S. Reed

President
(Title)

(SEAL)

3785 Old Charleston Hwy Johns Island SC 29455
(Address)

ATTEST:

Alicia M. [Signature]
(Secretary)

Heather [Signature]
(Witness)

(End of Section 01210)

SECTION 01212 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Charleston
(Name of Owner)

2 George Street, Charleston, SC 29401
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$ _____) in lawful money
of the United States, for the payment of which sum well and truly to be made, we bind ourselves,
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain
contract with the OWNER, dated the _____ day of _____, 20__, a copy of which
is hereto attached and made a part hereof for the construction of:

DUNOON DRIVE DRAINAGE IMPROVEMENT PROJECT

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during
the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract,
and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer
by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which
the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain
in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the WORK to be
performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its
obligation on this BOND, and it does hereby waive notice of any such change, extension of time,
alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

Dunoon Drive Drainage Improvement Project

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

Principal

(Principal) Secretary (SEAL)

By: _____(S)

Address

Witness as to Principal

Address

ATTEST:

Surety

(Surety) Secretary

By: _____
Attorney-in-Fact

(SEAL)

Address

Witness as to Surety

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

(End of Section 01212)

SECTION 01214 PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____ (Name of Contractor)

_____ (Address of Contractor)

_____ hereinafter called Principal, and
(an Individual), (a Partnership), or (a Corporation)

_____ (Name of Surety)

_____ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

_____ City of Charleston
(Name of Owner)

_____ 2 George Street, Charleston, SC 29401
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, \$(_____) in
lawful money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain
contract with the OWNER, dated the _____ day of _____, 20____, a copy
of which is hereto attached and made a part hereof for the construction of:

DUNOON DRIVE DRAINAGE IMPROVEMENT PROJECT

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of
the WORK provided for in such contract, and any authorized extension or modification thereof, including
all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment
and tools, consumed or used in connection with the construction of such WORK, and all insurance
premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or
otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the WORK to be
performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its
obligation on this BOND, and it does hereby waive notice of any such change, extension of time,
alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Dunoon Drive Drainage Improvement Project

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 201_.

ATTEST:

(Principal) Secretary (SEAL)

Witness as to Principal

Address

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

Address

Principal

By: _____(S)

Address

Surety

By: _____
Attorney-in-Fact

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

(End of Section 01214)

SECTION 01218

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the
duly authorized and acting legal representative of _____

do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

(Signed)

Date: _____

(End of Section 01218)

NOTICE OF APPARENT LOW BID

TO: B&C Land Development
3785 Old Charleston Highway
Johns Island, SC 29455

PROJECT DESCRIPTION: DUNOON DRIVE DRAINAGE IMPROVEMENT PROJECT

The OWNER has considered the BID submitted by you on February 20, 2020, for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been determined to be the apparent low bid for items in the amount of \$ 64,840.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required proofs of City of Charleston business license, SC contractor's license, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said proofs of license and insurance within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out to the OWNER'S acceptance of your BID as abandoned and as forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF APPARENT LOW BID to the OWNER.

Dated this 3rd day of March, 2020.

City of Charleston

By: 
Matthew Fountain PE, PG

Title: Director of Stormwater Management

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF APPARENT LOW BID is hereby acknowledged

This the 6th day of March, 2020

By: 
Title: President

NOTICE OF INTENT TO AWARD

TO: _____

PROJECT DESCRIPTION: DUNOON DRIVE DRAINAGE IMPROVEMENT PROJECT

The OWNER has considered the BID submitted by you on _____, 20__, for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to furnish the required CONTRACTOR'S Performance BOND and Payment BOND within ten (10) calendar days from the date of this Notice to you.

If you fail to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out to the OWNER'S acceptance of your BID as abandoned and as forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF INTENT TO AWARD to the OWNER.

Dated this _____ day of _____, 20__

City of Charleston

By: _____
Matthew Fountain PE, PG

Title: Director of Stormwater Management

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF INTENT TO AWARD is hereby acknowledged by

This the _____ day of _____, 20__

By _____
Title _____

**City of Charleston
Construction Change Order**

PROJECT: _____ Dunoon Drive Drainage Improvement Project
(NUMBER) (NAME)

CONTRACTOR: _____

CHANGE ORDER NO.: _____

1. Description of the Change Order:
(Reference any attachments by name and date)

2. Adjustments to the Contract Amount:

Original Contract Amount\$ _____
Change by Previously Approved Change Orders.....\$ _____
Contract Amount prior to this Change Order\$ _____
Amount of this Change Order\$ _____
New Contract Amount, including this Change Order\$ _____

3. Adjustments in Contract Time:

Original Date for Substantial Completion..... _____
Change in Days by Previously Approved Change Orders _____ Days
Change in Days for this Change Order _____ Days
New Date for Substantial Completion _____

4. Amount of this Change Order performed by MBE..... \$ 0

<hr/> <p>Architect/ Engineer</p> <hr/> <p>2 George St, Suite 2100 Charleston, SC 29401</p> <hr/> <p>Address</p> <hr/> <p>Signature</p> <p>By: _____</p> <p>Date: _____</p>	<hr/> <p>Contractor</p> <hr/> <p>Address</p> <hr/> <p>Signature</p> <p>By: _____</p> <p>Date: _____</p>	<hr/> <p>City of Charleston Owner</p> <hr/> <p>80 Broad St Charleston, SC 29401</p> <hr/> <p>Address</p> <hr/> <p>Signature</p> <p>By: <u>John J. Tecklenburg</u></p> <p>Date: _____</p>
--	---	--

NOTICE TO PROCEED

TO: _____

Date: _____
Project: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____, and you are to complete the WORK within 30 consecutive days thereafter. The date of completion of all WORK is therefore _____.

City of Charleston
Owner

By _____
Matthew Fountain PE, PG

Title _____
Director of Stormwater Management

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by _____

this the _____ day of _____, 20__.

By _____

Title _____

SECTION 01230 GENERAL CONDITIONS

1. GENERAL

1.1 THE CONTRACT DOCUMENTS: The Contract Documents consist of the Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Conditions of the Contract (General, Supplemental, and Other Conditions), Drawings, Specifications, Addenda, Notice of Intent to Award, Notice to Proceed, and Change Orders.

1.2 CORRELATION AND INTENT OF DOCUMENTS: The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, supplies and materials, tools, machinery, equipment, transportation, maintenance of traffic, supervision, temporary construction of any nature, and all other services, facilities and means necessary for the proper execution and completion of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, and fully complete the work or improvement ready for use, occupancy, and operation by the Owner.

Any mention in the Specifications or indication on the Drawings of articles, materials, methods, or operations shall require the Contractor to furnish such item or service as if it was fully specified unless it is noted or specified as not in the contract. It is intended that all materials shall be new and best quality in every respect unless otherwise noted or specified. All workmanship, methods of assembly, and erection shall be first class in every respect.

1.3 CONFLICT OR INCONSISTENCY: If there is any conflict or inconsistency between the provisions of the Supplemental Conditions and the provisions of the other Contract Documents, the provisions of the Supplemental Conditions shall prevail. If there is any conflict or inconsistency between the provisions of the General Conditions and the provisions of any of the Contract Documents other than the Supplemental Conditions, the provisions of the General Conditions shall prevail.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In case of difference between small-scale and large-scale drawings, the large-scale drawings shall govern. Schedules on any contract drawing shall take precedence over conflicting information on that or any other contract drawing. On any of the drawings where a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out shall apply also to all other like portions of the work. Where the word *similar* occurs on the drawings, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk.

Should a conflict be discovered within the Contract Documents, the Contractor shall be deemed to have estimated the higher quality way of doing the Work unless he shall have asked for and obtained a decision in writing from the Engineer before entering into this Contract.

1.4 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS: The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

1.5 SPECIFICATION HEADINGS: For convenience of reference, these Specifications are divided into various Divisions, Sections, Subsections and Paragraphs. The titles of these headings shall not be taken as a correct nor complete segregation of the various types of material and labor or as an attempt to outline jurisdictional procedures. The headings shall not be deemed to limit or restrict the content, meaning or effect of such section, subsection, paragraph, provision, or part.

The organization of the Specifications into the various headings, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Each subcontract shall be dependent upon its own definite confines, regardless of Divisions of these Specifications. No responsibility, either direct or implied, is assumed by the Owner for omissions or duplications by the Contractor or by any of his subcontractors due to real or alleged errors in arrangement of matter in Contract Documents.

1.6 DRAWINGS AND SPECIFICATIONS FOR CONSTRUCTION PURPOSES: The Contractor will be furnished a complete set of Electronic Drawings and Specifications to be used during the course of construction. If more hardcopy sets are needed, the Contractor will be required to pay the actual cost of printing and handling.

1.7 DEFINITIONS: Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meanings:

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement, which modify or interpret the Contract Document, Drawings, and Specifications by additions, deletions, clarifications, or corrections. Such addenda will take precedent over the position of the general drawings and specifications concerned and will be considered as part of the Contract Documents.

AGREEMENT: The Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the bidding documents. The Agreement may be amended or modified by a Change Order.

BID: The written offer or proposal of the Bidder, submitted on the prescribed form, properly signed and guaranteed, to perform the work at the prices quoted by the Bidder.

BID BOND: The security furnished by the Bidder with his proposal for the Project is guaranty he will enter into a contract for the work if his proposal is accepted.

BIDDER: Any individual, firm, or corporation or combination of same submitting a bid for the work contemplated, acting directly or through a duly authorized representative.

BONDS: Bid, Performance, and Payment Bonds and other instruments of security furnished by the Contractor and his Surety in accordance with the Contract Documents.

CALENDAR DAY: Every day shown on the calendar, Sundays and holidays included.

CHANGE ORDER: A written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

Dunoon Drive Drainage Improvement Project

CONTRACT: The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, including the bidding documents. The Contract may be amended or modified by a Change Order.

CONTRACT DOCUMENTS: The Contract Documents consist of the Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, the Conditions of the Contract (General, Supplemental, and other Conditions), the Drawings, the Specifications, Addenda issued prior to execution of the Contract, Notice of Award, Notice to Proceed, and Change Orders.

CONTRACT PRICE: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

CONTRACTOR: The individual, firm, or corporation with whom the Owner has executed the Agreement by which the Contractor is obligated directly, or through Subcontractors, to perform work in connection with the Project.

The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

CONTRACT TIME: The number of calendar days stated in the Contract Documents for the completion of the Work.

DRAWINGS: The part of the Contract Documents that show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.

EARTH: An excavated material or material to be excavated; all kinds of material other than rock.

ELEVATION: The figures given on the Drawings or in the other Contract Documents after the word *elevation* or abbreviation of it shall mean the distance in feet above the datum adopted by the Engineer.

ENGINEER: The person, firm, or corporation named as such in the Contract Documents and duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly authorized representatives.

EQUIPMENT: All machinery, together with the necessary supplies for upkeep and maintenance, and all tools and apparatus necessary for the proper construction and acceptable completion of the work.

FIELD ORDER: A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

FURNISH: Furnish and install complete, in place, and ready for use.

INFORMATION FOR BIDDERS: The Notice to Contractors containing all necessary information as to provisions, requirements, date, place, and time of submitting bids.

LATEST EDITION: The current printed document issued eight weeks or more prior to date of receipt of bids.

Dunoon Drive Drainage Improvement Project

MAINTENANCE OF TRAFFIC: All permits, manpower, equipment, and signage required to properly notify and direct the public around and through the work zone.

MATERIALS: Any substance specified for use in the construction of the Project and its appurtenances.

NET COST: The cost to the Contractor after application of all credits and discounts (excepting only cash discounts) and without the addition of any factor for burden, overhead, or indirect cost or profit.

NOTICE OF AWARD: The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

NOTICE TO PROCEED: Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

OPTIMUM MOISTURE CONTENT FOR COMPACTION: The moisture content of a soil calculated on the basis of dry weight of soil at which the soil can be compacted to the approximate maximum density under a specified standard method of compaction.

OWNER: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PAYMENT BOND: The approved form of security furnished by the Contractor to guarantee the payment to all persons supplying labor and materials in the prosecution of the work in accordance with the terms of the Contract.

PERFORMANCE BOND: The approved form of security furnished by the Contractor to guarantee the completion of the work in accordance with the terms of the Contract.

PRECONSTRUCTION CONFERENCE: A conference following award and prior to start of construction to be attended by a duly authorized representative of the Engineer and by the responsible officials of the Contractor and other affected parties.

PROJECT: The undertaking to be performed as provided in the Contract Document.

PROPOSAL: The written offer of the Bidder, submitted on the prescribed form, properly signed and guaranteed, to perform the work at the prices quoted by the Bidder.

PROPOSAL FORM: The approved form on which the Owner requires formal bids to be prepared and submitted for the work.

PROPOSAL GUARANTY: The security furnished by the Bidder with his proposal for a Project, as guaranty he will enter into a contract for the work if his proposal is accepted.

PROVIDE: Furnish and install complete, in place, and ready for use.

RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the Owner who is assigned to the Project site or any part thereof.

ROCK: An excavated material or material to be excavated; only boulders and pieces of concrete or masonry exceeding 1/2 cu. yd. in volume, or solid ledge rock which, in the opinion of the Engineer, requires, for its removal, drilling and blasting, wedging, sledging, barring, or breaking up with a power-operated tool. No soft or disintegrated rock which can be removed with hand pick or power-operated excavator or shovel, no loose shaken, or previously blasted rock or broken stone in rock fillings or elsewhere, and no rock

Dunoon Drive Drainage Improvement Project

exterior to the maximum limits of measurement allowed, which may fall into the excavation will be classified as rock.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules, and other data prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

SPECIALIST: An individual or firm of established reputation which is regularly engaged in, and which maintains a regular force of workmen skilled in either manufacturing or fabricating items required by the contract, installing items required by the contract, or otherwise performing work required by the contract. Where the contract specifications require installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform the work under the manufacturer's direct supervision.

SPECIFICATIONS: A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.

STRUCTURES: Bridges, culverts, catch basins, drop inlets, manholes, retaining walls, cribbing, endwalls, buildings, sewers, service pipes, underdrains, foundation drains, and other miscellaneous items which may be encountered in the work, and which are not otherwise classified herein.

SUBBASE: The layer or layers of specified or selected material of designated thickness or rate of application placed on a subgrade to comprise a component of the pavement structure to support the base course, pavement, or subsequent layer of the construction.

SUBCONTRACTOR: An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

SUB-SUBCONTRACTOR: An individual, firm, or corporation having a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

SUBGRADE: The top surface of a roadbed upon which the pavement structure and shoulders are constructed.

SUBSTANTIAL COMPLETION: That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

SUPPLEMENTAL CONDITIONS: Conditions of the Contract other than the General Conditions.

SUPERINTENDENT: The Contractor's authorized representative in responsible charge of the work.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Dunoon Drive Drainage Improvement Project

SURETY: The corporation, partnership, or individual bound with and for the Contractor for the full and complete performance of the contract, and for the payment of all debt pertaining to the work.

TITLES (OR HEADINGS): The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

TRENCH PROTECTION: The falsework required to maintain the side walls of excavation from cave-ins, sloughing, or otherwise moving during excavation or while work in the trench is in progress. The protection must meet all OSHA safety standards.

WORK: All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

WRITTEN NOTICE: Any notice to any part of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

- 1.8 **ADDITIONAL DEFINITIONS:** Wherever in the Specifications or on the Drawings, the words *as designated, as detailed, as directed, as ordered, as permitted, as prescribed, as provided, as requested, as required*, or words of like import are used, it shall be understood that the designation, detail, direction, order, permission, prescribed, provision, request, or requirement of the Engineer is intended.

Similarly, the words *approved, acceptable, satisfactory*, and words of like import shall mean approved by, acceptable to, or satisfactory to the Engineer.

- 1.9 **ABBREVIATIONS:** Where any other following abbreviations are used in the Specifications, they shall have the meaning set forth opposite each.

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturers Association
AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
AATC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AED	American Equipment Dealers
AFBMA	Anti-Friction Bearing Manufacturers Association, Inc.
AFI	American Filter Institute
AGA	American Gas Association
AGC	Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AHAM	Association of Home Appliance Manufacturers
AHDGA	American Hot Dip Galvanizers Association
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ALS	American Lumber Standards
AMA	Acoustical Materials Association
AMCA	Air Moving and Conditioning Association
ANS	American Nuclear Society
ANSI	American National Standards Institute

Dunoon Drive Drainage Improvement Project

APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ARA	American Railway Association
AREA	American Railway Engineering Association
ARI	Air Conditioning and Refrigeration Institute
ASA	Acoustical Society of America
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASQC	American Society for Quality Control
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AVATI	Asphalt and Vinyl Asbestos Tile Institute
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers' Association
AWPI	American Wood Preservers' Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
CABRA	Copper and Brass Research Association
CDA	Copper Development Association
CEMA	Conveyor Equipment Manufacturers Association
CGA	Compressed Gas Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards, US Department of Commerce
CSI	Construction Specification Institute
DCDMA	Diamond Core Drill Manufacturers Association
EIA	Electronic Industries Association
FCI	Fluid Controls Institute
FGJA	Flat Glass Jobbers Association
FIA	Factory Insurance Association
FM	Factory Mutual
FMEC	Factory Mutual Engineering Corporation
FS	Federal Specification
FSPT	Federation of Societies for Paint Technology
FSS	Federal Specifications, General Services Administration
FHWA	Federal Highway Administration
GA	Gypsum Association
IBI	Insulation Board Institute
IBR	Institute of Boiler and Radiator Manufacturers
IEEE	Institute of Electric and Electronics Engineers
IES	Illuminating Engineering Society
ILIA	Indiana Limestone Institute of America, Inc.
IME	Institute of Makers of Explosives
IP	Institute of Petroleum (London)
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
LIA	Lead Industries Association
MBMA	Metal Building Manufacturers Association
MIA	Marble Institute of America
MLA	Metal Lath Association
MLMA	Metal Lath Manufacturers Association
MPTA	Mechanical Power Transmission Association

Dunoon Drive Drainage Improvement Project

MRIS	Maritime Research Information Service
MS	Military Specification
MSTD	Military Standard
NAAMM	National Association of Architectural Metal Manufacturers
NAFM	National Association of Fan Manufacturers
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards
NCCLS	National Committee for Clinical Laboratory Standards
NCMA	National Concrete Masonry Association
NEC	National Electrical Code
NECA	National Electrical Contractors Association, Inc.
NEMA	National Electrical Manufacturers Association
NFC	National Fire Code
NFPA	National Fire Protection Association
NHLA	National Hardware Lumber Association
NLA	National Lime Association
NLGI	National Lubricating Grease Institute
NLMA	National Lumber Manufacturers Association
NMA	National Microfilm Association
NMWIA	National Mineral Wool Insulation Association
NPC	National Plumbing Code
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	National Sanitation Foundation
NTMA	The National Terrazzo and Mosaic Association
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PDCA	Painting and Decorating Council of America
PEI	Porcelain Enamel Institute
PI	Perlite Institute
RIS	Redwood Inspection Service
RMA	Rubber Manufacturers Association
RTI	Resilient Tile Institute
RWMA	Resistance Welder Manufacturers Association
SAE	Society of Automotive Engineers
SAMA	Scientific Apparatus Makers Association
SBI	Steel Boiler Institute
SCDOT	South Carolina Department of Transportation
SCPI	Structural Clay Products Institute
SDI	Steel Deck Institute
SIS	Swedish Standards Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPIB	Southern Pine Inspection Bureau
SPR	Simplified Practice Recommendation, US Department of Commerce
SSBC	Southern Standard Building Code
SSGC	Southern Standard Gas Code
SSPC	Steel Structures Painting Council
TAPPI	Technical Association of the Pulp and Paper Industry
TCA	Tile Council of America
TRB	Transportation Research Board
UL	Underwriters' Laboratories, Inc.
WWPA	Western Wood Products Association

2. OWNER'S RIGHTS AND RESPONSIBILITIES

- 2.1 CHANGES IN THE WORK: The Owner, without invalidating the Contract, may make changes in the Work and in the Drawings and Specifications therefore by making alterations therein, additions thereto, or omissions there from. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefore as provided in Subsection 7.12 entitled *PAYMENT FOR EXTRA WORK*.

Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Engineer authorizing the change, and no claim for additional compensation shall be valid unless the change is so ordered.

The Contractor agrees that he shall neither have nor assert any claim for, or be entitled to, any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

- 2.2 PROJECT ENGINEER: The consultant for this project is: City of Charleston, Benjamin L. Smith, PE, (843) 720-2715 or smithb@charleston-sc.gov.

- 2.3 ENGINEER'S AUTHORITY: The Engineer will be the Owner's representative during the construction period and he will observe the work in progress on behalf of the Owner. The Engineer will have the authority to act on behalf of the Owner in the following matters consistent with Owner's rights and obligations as set forth in these Contract Documents:

- 2.3.1 Interpretation of Contract Documents.
- 2.3.2 Approval of samples and shop drawings.
- 2.3.3 Preparation of supplementary details and instructions.
- 2.3.4 Inspection and approval of construction work.
- 2.3.5 Preliminary approval of progress payment applications.

Any instructions the Engineer may issue the Contractor shall be adjudged an interpretation of the Contract requirements and not an act of supervision. The Engineer has no authority, nor accepts any responsibility, either direct or implied, to direct and superintend the construction operations.

The Contractor shall proceed without delay to perform the work as directed, instructed, determined, or decided by the Engineer and shall comply promptly with such directions, instructions, determinations, or decisions. If the Contractor has any objection thereto, he may require that any such direction, instruction, determination, or decision be put in writing and within 10 days after receipt of any such writing, he may file a written protest with the Owner stating clearly and in detail his objections, the reasons therefore, and the nature and amount of additional compensation, if any, to which he claims he will be entitled thereby. A copy of such protest shall be filed with the Engineer at the same time it is filed with the Owner. Unless the Contractor files such written protest with the Owner and Engineer within such 10 day period, he shall be deemed to have waived all grounds for protest of such direction, instruction, determination, or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instructions, determination, or decision as being fair, reasonable, and finally determinative of his obligations and rights under the Contract.

- 2.4 LIABILITY OF OWNER: No person, firm, or corporation, other than the Contractor, who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the Owner or any agent of the Owner and neither the Owner nor any agent of the Owner shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in

the final estimate shall operate as and shall be a full and complete release of the Owner and of every agent of the Owner of and from any and all claims, demands, damages, and liabilities of, by, or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the work or for or on account of any act or neglect of the Owner or of any agent of the Owner or of any other person, arising out of, relating to, or by reason of the work, except the claim against the Owner for the unpaid balance, if any there be, of the amounts retained as herein provided.

2.5 RIGHTS-OF-WAY AND SUSPENSION OF WORK: The Owner shall furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the Work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay or to withdraw from the contract except by consent of the Owner; but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

2.6 SURVEYS, PERMITS, AND REGULATIONS: The Owner will furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations, and cut sheets. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental Conditions. Encroachment permits, easements for permanent structures, and permits for permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Subsection 2.1 entitled *CHANGES IN THE WORK*.

2.7 LINES, GRADES, AND MEASUREMENTS: The Owner's Engineer will set sufficient base lines and elevations as shown on the Drawings for location of the Work. The Contractor shall employ a registered civil engineer, or land surveyor and shall require said Engineer to establish all lines, elevations, reference marks, batter boards, etc., needed by the Contractor during the progress of the work, and from time to time to verify such marks by instrument or other appropriate means.

The Owner's Engineer shall be permitted at all times to check the lines, elevations, reference marks, batter boards, etc., set by the Contractor, who shall correct any errors in lines, elevations, reference marks, batter boards, etc., disclosed by such check. Such check shall not be construed to be an approval of the Contractor's work and shall not

Dunoon Drive Drainage Improvement Project

relieve or diminish in any way the responsibility of the Contractor for the accurate and satisfactory construction and completion of the work.

The Contractor shall make, check and be responsible for all measurements and dimensions necessary for the proper construction of, and the prevention of misfittings in, the work.

2.8 OWNER'S RIGHT OF AUDIT: In case the Owner agrees that a Contractor is to perform work on a cost plus basis, the Owner is to have a full and complete right to audit and make copies of Contractor's or Subcontractor's records with respect to any payment the Owner may be requested to make for any work done on a cost plus basis.

2.9 OWNER'S RIGHT TO SEPARATE CONTRACTS: The Owner reserves the right to let other contracts in connection with the Work under similar General Conditions. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

The Owner may perform additional Work related to the Project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

2.10 OWNER'S RIGHT TO DO WORK: If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after three (3) days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner on demand.

The Engineer's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding, or restoring any damaged or defective work or equipment when performed by one other than the Contractor shall be binding and conclusive as to the amount thereof upon the Contractor.

2.11 OWNER'S RIGHT TO TERMINATE CONTRACT: If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver or trustee should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregard laws, ordinances, or the instructions of the Owner and his representatives, or otherwise be guilty of substantial violation of any provision of the Contract, then the Owner, may, without prejudice to any other right or remedy and after giving the Contractor, and his surety, if any, seven days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, as it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including compensation for additional engineering, managerial, and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

2.12 SUSPENSION OF WORK, TERMINATION, AND DELAY: The Owner may suspend the Work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer,

Dunoon Drive Drainage Improvement Project

which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

- 2.13 INSPECTIONS AND TESTING: If the Contract Documents, Owner's instructions, laws, ordinances, or any public authority having jurisdiction require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for observation by the Owner or inspection by another authority, and if the inspection is by another authority rather than the Owner, of the date fixed for such inspection. The required certificates of such inspection shall be secured by the Contractor. Observations by the Owner shall be promptly made, and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Owner, it must, if required by the Owner, be uncovered for examination, at the Contractor's expense.
- 2.14 INSPECTION OF WORK AWAY FROM THE SITE: If the work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Engineer of the place and time where such fabrication, manufacture, testing, or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.
- 2.15 PIPE LOCATION: Exterior pipelines will be located substantially as indicated on the Drawings, but the right is reserved to the Owner acting through the Engineer, to make such modifications in location as may be found desirable to avoid interference with structures or for other reasons. Where fittings, etc. are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him from laying and jointing different or additional items where required.
- 2.16 PRIOR USE OR OCCUPANCY: The Owner reserves the right to use or occupy the Work or portion thereof, and to use equipment installed under the Contract, prior to final acceptance. Such use or occupancy will not constitute acceptance of the Work or any part thereof. Despite such use or occupancy, guarantee periods will not begin until the completion of all work under the Contract, unless agreement to the contrary is made in writing between the parties.
- 2.17 WEATHER CONDITIONS: In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect its work, such materials shall be removed and replaced as the expense of the Contractor.
- 2.18 OWNER'S RIGHT TO CLEAN UP: If a dispute arises between the separate contractors as to their responsibility for cleaning up, the Owner may clean up and charge the cost thereof to the Contractor as the Engineer shall determine to be just.
3. CONTRACTOR'S RIGHTS AND RESPONSIBILITIES
- 3.1 ACCESS TO WORK: The Owner, the Engineer, and their officers, agents, servants, and employees plus representatives of the various participating Federal or State agencies may at any and all times and for any and all purposes, enter upon the work and site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefore.
- 3.2 ACCIDENT PREVENTION: In the performance of the contract the Contractor shall comply with the applicable provisions of the regulations issued by the Secretary of Labor

Dunoon Drive Drainage Improvement Project

pursuant to section 107 of the Contract Work Hours and Safety Standards Act entitled *Safety and Health Regulations for Construction* (29 CFR 1518, renumbered as Part 1926). Occupational Safety and Health Standards (29 CFR Part 1910) issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 are applicable to work performed by the contractor subject to the provisions of the Act.

- 3.3 **STATED ALLOWANCES:** The Contractor shall include in his proposal the cash allowances stated in the Bid Schedule. The Contractor shall purchase the *Allowed Materials* or Services as directed by the Engineer. If the actual price for purchasing the *Allowed Materials* or Services is more or less than the *Cash Allowance*, the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance, or any other incidental expenses.
- 3.4 **ARCHAEOLOGICAL RIGHTS:** There is a possibility that items of archaeological significance may be found during the excavation of the site. In such event, the Contractor shall stop excavation in the vicinity of the find and notify the Engineer immediately; subsequent excavation work shall proceed as directed by the Engineer. All items found which are considered to have archaeological significance are the property of the Owner.
- 3.5 **AS-BUILT DRAWINGS:** The Contractor shall designate one set of Drawings for *As-Built Drawings*. The Contractor shall indicate on these drawings all field changes affecting various mechanical, electrical, piping, and other items as well as locations as actually installed. The *As-Built Drawings* shall be kept current by the Contractor. The *As-Built Drawings* shall be delivered to the Engineer upon completion and acceptance of the work. Final payment for the work will not be made until the *As-Built Drawings* have been completed and delivered as indicated above.
- 3.6 **OBLIGATIONS OF CONTRACTOR:** The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, tools, machinery, equipment, transportation, supervision, temporary construction of any nature, and all other services, means, and facilities except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and in accordance with the Drawings and Specifications and in accordance with the direction of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the Owner.

The Contractor shall check all dimensions, elevations, quantities, and instructions shown on the Drawings or given in the Specifications and shall notify the Engineer should any discrepancy of any kind be found in the Drawings, Specifications, or conditions at the site. He will not be allowed to take advantage of any discrepancy, error, or omission in the Contract Documents. If any discrepancy is discovered, the Engineer will issue full instructions pertaining thereto, and the Contractor shall carry out these instructions as if originally specified.

- 3.7 **CLAIMS FOR ADDITIONAL COST:** If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor to the Owner before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance

with Subsection 3.28 entitled *PROTECTION OF WORK, PROPERTY, AND PERSONS IN AN EMERGENCY*. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

- 3.8 CLAIMS FOR DAMAGE: If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier, file with the Engineer a written, itemized statement in triplicate of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid, and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Engineer shall file with the Owner one copy of the statement together with his recommendations for action by the Owner.

The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination, or decision of the Engineer, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the last paragraph of Subsection 2.a entitled *ENGINEER'S AUTHORITY*, including, but not limited to, the filing of written protest in the manner and within the time therein provided.

- 3.9 CUTTING AND PATCHING: The Contractor shall leave all chases or openings for the installation of his own or any other contractor's or subcontractor's work, or shall cut the same in existing work, and shall see that all sleeves or forms are at the work and properly set in ample time to prevent delays. He shall see that all such chases, openings, and sleeves are located accurately and are of proper size and shape and shall consult with the Engineer and the contractors and subcontractors concerned in reference to this work.

In case of his failure to leave or cut all such openings or have all such sleeves provided and set in proper time, he shall cut them or set them afterwards at his own expense, but in so doing he shall confine the cutting to the smallest extent possible consistent with the work to be done. In no case shall piers or structural members be cut without the written consent and approval of the Engineer.

The Contractor shall carefully fit around, close up, repair, patch, and point around the work specified herein to the satisfaction of the Engineer.

All of this work shall be done by careful workmen competent to do such work and with the proper small hand tools. Power tools shall not be used except where, in the opinion of the Engineer, the type of tool proposed can be used without damage to any work or structure and without inconvenience or interference with the operation of any facility. The Engineer's approval of the type of tool shall not in any way relieve or diminish the responsibility of the Contractor for such damage, inconvenience or interference resulting from the use of such tools.

The Contractor shall not cut or alter the work of any subcontractor or any other contractor, nor permit any of his subcontractors to cut or alter the work of any other contractor or subcontractor except with the written consent of the contractor or subcontractor whose work is to be cut or altered or with the written consent of the Engineer. All cutting and patching or repairing made necessary by the negligence, carelessness, or incompetence of the Contractor or any of his subcontractors shall be done by or at the expense of the Contractor and shall be the responsibility of the Contractor.

Dunoon Drive Drainage Improvement Project

- 3.10 CLEANING UP: The Contractor at all times shall keep the site of the work free from rubbish and debris caused by his operation under the Contract. When the work has been completed, the Contractor shall remove from the site of the work all of his plant, machinery, tools, construction equipment, temporary work, and surplus materials so as to leave the work and the site clean and ready for use.

All public streets adjacent to the site and all private ways at the site shall be kept clean of debris, spilled materials, and wet and dry earth at all times and shall be cleaned at the end of each working day. When wet earth is encountered, it shall be cleaned from the vehicles before they leave the site and enter streets and private ways.

- 3.11 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS: In the event the Contractor, after receiving written notice from the Owner of non-compliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Owner shall have the right to order the Contractor to stop any or all work under the Contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

- 3.12 OVERALL PROJECT COORDINATION: The Contractor shall coordinate all Work of his Contract to produce the required finished Project in accordance with the Contract Documents. Special attention shall be given to the submission of shop drawings, samples, color charts, and requests for substitution within the specified time; furnishing the proper shop drawings to Subcontractors and material suppliers, whose work and equipment is affected by and related thereto; and the furnishing of all information concerning location, type, and size of built-in equipment and materials and equipment utilities. This coordination is in addition to all other coordination requirements called for in the technical sections of the Specifications.

- 3.13 COMMUNICATIONS: The Contractor shall forward all communications to the Owner through the Engineer.

- 3.14 NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 3.15 DRAWINGS AND SPECIFICATIONS AT THE SITE: The Contractor shall maintain at the site one complete set of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other Modifications, in good and readable condition and marked to record all changes made during construction. These shall be available to the Engineer. The Drawings, marked to record all changes made during construction, shall be delivered to the Engineer for the Owner upon completion of the work.

- 3.16 EMPLOY COMPETENT PERSONS: The Contractor shall endeavor to employ only competent persons on the Work. Whenever the Engineer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provisions of the Contract, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Engineer. Provided, however, that the failure of the Owner or Engineer to object to an employee is not to be considered acknowledgment or approval of the employee's competence by the Engineer or Owner.

Dunoon Drive Drainage Improvement Project

- 3.17 EMPLOY SUFFICIENT LABOR AND EQUIPMENT: If, in the judgment of the Engineer, the Contractor is not employing sufficient labor, plant, equipment, or other means to complete the work within the time specified, the Engineer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment, and other means as the Engineer may deem necessary to enable the work to progress properly.
- 3.18 EXISTING STRUCTURES: Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the Work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.
- 3.19 INDEMNIFICATION: The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefits acts.

- 3.20 INTOXICATING LIQUORS: The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work.
- 3.21 LEGAL ADDRESS OF CONTRACTOR: The Contractor's business address and his office at or near the site of the work are both hereby designated as places to which communications may be delivered. The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the US Postal Service or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor, and the date of such service shall be the date of receipt. The first named address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor, and delivered to the Engineer. Service of any notice, letter, or other communication upon the Contractor personally shall likewise be deemed sufficient service.
- 3.22 MUTUAL RESPONSIBILITY OF CONTRACTORS: The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work. To ensure proper execution of the subsequent work, the Contractor shall measure work already in place and shall at once

Dunoon Drive Drainage Improvement Project

report to the Owner any discrepancy between the executed work and the Contract Documents.

Should the Contractor cause damage to any separate contractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend such proceedings at Contractor's expense, and if any judgment against the Owner arises there from, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

3.23 NIGHT, LEGAL HOLIDAYS, AND SUNDAY WORK: No work shall be done at night, legal holidays, or on Sunday except:

3.23.1 Usual protective work, such as pumping and the tending of lights and fires;

3.23.2 Work done in case of emergency threatening injury to persons or property;

3.23.3 When provided for under Supplemental Conditions as herein specified;

3.23.4 If all of the conditions set forth in the next paragraph below are met.

No work other than that included in 3.23.1, 3.23.2, and 3.23.3 above, shall be done at night except when:

3.23.4.1 In the judgment of the Engineer, the work will be of advantage to the Owner and can be performed satisfactorily at night;

3.23.4.2 The work will be done by a crew organized for regular and continuous night work;

3.23.4.3 The Engineer has given written permission for such night work.

Any work necessary to be performed after regular hours, on Sundays, or Legal Holidays, shall be performed without additional expense to the Owner.

3.24 OCCUPYING PRIVATE LAND: The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the rights-of-way or property of the Owner. A copy of the written consent shall be given to the Engineer prior to occupation of private land.

3.25 PERMITS AND RESPONSIBILITIES: The Contractor shall, without additional expense to the Owner, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction there of which theretofore may have been accepted.

3.26 PRECAUTIONS DURING ADVERSE WEATHER: During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the Work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building-paper shelters, or other approved means.

During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept

sufficiently warm so that a proper bond will take place and a proper curing, aging, or drying will result. Protected spaces shall be artificially heated by approved means that will result in a moist or a dry atmosphere according to the particular requirements of the work being protected. Ingredients for concrete and mortar shall be sufficiently heated so that the mixture will warm throughout when used.

The Engineer may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be, in any season. The Contractor agrees that he shall not have or assert any claim for or be entitled to any additional compensation or damages on account of any such suspension.

- 3.27 PROTECTION OF WORK, PROPERTY, AND PERSONS: The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

- 3.28 PROTECTION OF WORK, PROPERTY, AND PERSONS IN AN EMERGENCY: In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury, or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

- 3.29 PROTECTION AGAINST WATER AND STORM: The Contractor shall take all precautions necessary to prevent damage to the Work by storms or by water entering the site of the Work directly, tidally, or through the ground. In case of damage by storm or water, the Contractor shall at his own cost and expense make such repairs or replacements or rebuild such parts of the Work as the Engineer may require in order that the finished work may be completed as required by the Contractor.

- 3.30 PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS: The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site of the work which is not to be removed and which does not reasonably interfere with the construction work. Care shall be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place. Any limbs or branches of trees broken during such operations or by the careless operation of equipment or by workmen, shall be trimmed with a clean cut and painted with an approved tree pruning compound as approved by the Engineer.

Dunoon Drive Drainage Improvement Project

The Contractor will protect from damage all existing improvements or utilities at or near the site of the work, the location of which is made known to him, and will repair or restore any damage to such facilities resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the Work. If the Contractor fails or refuses to repair any such damage promptly, the Owner may have the necessary work performed and charge the cost thereof to the Contractor.

The Contractor shall protect the trunks of trees adjacent to his work with the tree protection barricades shown in details. Tree protection shall be constructed to protect trees from injury from piled material, from equipment, from his operation, or otherwise due to his work. Excavating machinery and cranes shall be of suitable type and shall be operated with care to prevent injury to trees not to be cut and particularly to overhanging branches and limbs.

On paved surfaces, the Contractor shall not use or operate tractors, bulldozers or other power-operated equipment, the treads or wheels of which are so shaped as to cut or otherwise injure such surfaces.

3.31 RESTORATION OF PROPERTY: All existing surfaces, including lawns, grassed, and planted areas which have been injured by the Contractor's operations, shall be restored to a condition at least equal to that in which they were found immediately before work was begun. Suitable materials and methods shall be used for such restoration. All restored plantings shall be maintained by cutting, trimming, fertilizing, etc., until acceptance. The restoration of existing property or structures shall be done as promptly as practicable and shall not be left until the end of construction period.

3.32 INTERFERENCE WITH AND PROTECTION OF STREETS: The Contractor shall not close or obstruct any portion of a street, road, or private way without obtaining permits therefore from the proper authorities. If any street, road, or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities. See Section 4 – Supplemental Conditions.

Streets, roads, private ways, and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore.

The Contractor shall, at least 24 hours in advance, notify the highway, police, and fire departments in writing, with a copy to the Engineer, if the closure of a street or road is necessary. He shall cooperate with the police department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

3.33 TRAFFIC CONTROL: Where control of traffic is required for public safety, the Contractor shall provide an adequate number of flagmen employed at his own expense.

3.34 CONSTRUCTION DRAINAGE: The Contractor shall furnish all labor, materials and necessary equipment for the temporary control of surface water, tidal flow, and seepage water during construction and keep all excavations, pits, and trenches free from water at all times.

The Contractor shall furnish and operate pumps and other equipment required. Dikes and ditches shall be constructed around excavations and elsewhere as necessary to prevent surface water from flooding the excavations or standing in areas adjacent to excavations, in work areas, or in material storage areas. The Contractor shall take all necessary precautions to protect adjacent areas and properties at points other than that which would be considered the natural flow, prior to construction, without the expressed consent of the Owner in writing with a copy to the Engineer. He shall take steps to prevent the erosion of

Dunoon Drive Drainage Improvement Project

soil, earth, and other material and the conduction of the eroded materials onto adjacent properties and shall be responsible for the removal of such materials and the restoration of adjacent areas to their original condition.

- 3.35 RETURN OF DRAWINGS: All copies of Drawings, Specifications, and other Documents furnished by the Owner or the Engineer to the Contractor may be used only in connection with the prosecution of the Work and shall be returned by the Contractor upon completion of the Work.
- 3.36 SITE INVESTIGATION: The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, water table, tides, or similar physical conditions at the site, the confirmation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor further acknowledges that he has satisfied himself as to character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from information presented by the Drawings and Specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner.
- 3.37 SOIL EROSION AND SEDIMENT CONTROL: The Contractor's attention is directed to the fact that unless exposed earth areas are properly cared for during construction, they may result in substantial sedimentation damage downstream from the construction area. The Contractor shall be responsible for conducting his site grading and drainage operations in such manner as to prevent excessive soil erosion of the construction site work areas. He shall at all times provide satisfactory means to prevent the movement and washing of soil onto pavements or into adjacent ditches, swales, inlets, and drainage pipes, to avoid the possibility of these structures becoming clogged with soil. He shall promptly repair all areas that may become eroded and shall clear drainage ditches, swales, and structures of siltation. The Contractor will indemnify and save harmless the Owner and Engineer from and against any and all claims, demands, fines, or assessments, including attorneys' fees and cost of defense arising out of or caused by the Contractor's failure to provide soil erosion and sediment control.
- 3.38 SUBSURFACE CONDITIONS: The applicable provisions governing Subsurface Conditions are contained in the Contract Documents.
- 3.39 SUBCONTRACTING: The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which, under normal contracting practices, are performed by specialty Subcontractors. The Contractor shall, without additional expense to the Owner, utilize the services of specialty subcontractors on those parts of the work specified to be performed by specialty subcontractors.

The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require. No request for payment will be approved before this list has been received and reviewed by the Owner.

The Contractor shall not award Work to Subcontractors, in excess of fifty percent (50%) of the Contract Price, without prior written approval of the Owner.

Dunoon Drive Drainage Improvement Project

The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts or omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the Contract Documents.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage, or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage. The Contractor agrees to and does hereby indemnify and save harmless the Owner from and against any and all claims by such other contractors or subcontractors alleging such loss, damage, or delay and from and against any and all claims, demands, costs, and expenses, including attorneys' fees, arising out of, relating to, or resulting from such claims.

The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged upon his work. The Owner or Engineer will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors. If any Subcontractor on the project, in the opinion of the Engineer, proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

- 3.40 SUPERVISION: The Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants, all being satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Owner shall not be responsible for the acts or omissions of the superintendent or his assistants.

The Contractor shall give efficient supervision to the Work, using his best skill and attention. He shall carefully study and compare all Drawings, Specifications, and other instructions and shall at once report to the Owner any error, inconsistency, or omission which he may discover.

- 3.41 TAXES: The Contractor shall promptly pay federal, state, and local taxes which may be assessed against him in connection with the work or his operations under the Agreement and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of materials and equipment, to the performance of services, and the employment of persons in the prosecution of the work.

- 3.42 TEMPORARY HEAT: The Contractor shall provide temporary heat whenever necessary to protect all Work and materials against injury from dampness and cold and to dry out moisture from the building. Fuel, equipment, and method of heating shall be satisfactory to the Owner's Insurer and the Engineer.

Temporary heating apparatus shall be installed and operated in such a manner that finished work will not be damaged thereby.

Dunoon Drive Drainage Improvement Project

3.43 SANITARY FACILITIES: The Contractor shall provide adequate sanitary facilities for the use of those employed on the Work. Such facilities shall be made available when the first employees arrive on the site of the Work, shall be properly secluded or screened from public observations, and shall be constructed and maintained during the progress of the Work in suitable numbers and at such points and in such manner as may be required or approved. The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The Owner and the Engineer shall have the right to inspect such facilities at all times to determine whether or not they are being properly and adequately maintained.

3.44 TEMPORARY UTILITIES: The Contractor shall make arrangements for and furnish as a part of the Contract, all electricity, water, lighting, and other utilities needed to do the Work called for by the Contract. Any separate contractors having a contract with the Owner shall make arrangements for and share the cost with the Contractor for the use of the required utilities on a pro rated schedule based on an agreed basis. All Electrical Work shall comply with the National Electrical Code.

The Contractor shall provide and pay for all temporary wiring, switches, connections, and meters. The Contractor shall provide sufficient electric lighting so that all work may be done in a workmanlike manner when there is not sufficient daylight.

3.45 UNCOVERING AND CORRECTION OF WORK: The Engineer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the work and for ascertaining that the work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down of portions of finished work by the Contractor.

Should the work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in point of time or in the absence of the Engineer or his inspector and without his written authorization, in which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise be borne by the Contractor.

The inspection of the work shall not relieve the Contractor of any of his obligations to perform and complete the work as required by the Contract. Defective work shall be corrected and unsuitable materials, equipment, apparatus, and other items shall be replaced by the Contractor, notwithstanding that such work, materials, equipment, apparatus, and other items may have been previously overlooked or accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer; if any materials, equipment, apparatus, or other items brought upon the site for use or incorporation in the work, or selected from the same, are condemned by the Engineer as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus, and other items from the site of the work and shall at his own cost and expense make good and replace the same and any material furnished by the Owner which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees, or subcontractors.

If the Owner deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract Price shall be made therefore.

3.46 COOPERATION WITH UTILITIES: The Owner will notify all utility companies, all pipe line owners, or other parties affected, and endeavor to have all necessary adjustments of the

Dunoon Drive Drainage Improvement Project

public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practicable.

Water lines, gas lines, wire lines, sewer lines, water and gas meter boxes, water and gas valve boxes, manholes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the Owners under separate agreement, except as otherwise provided for in the Supplemental Conditions or as noted on the Drawings.

The Drawings will show all known utilities located within the limits of the contract according to information obtained. The accuracy of the Drawings, in this respect, is not guaranteed by the Owner. The Contractor shall have considered in his bid all of the permanent and temporary utility appurtenances in the present or relocated position. No additional compensation will be allowed for any delays, inconveniences, or damages sustained by him due to any interference from the said utility appurtenances or the operation of moving them.

Unless otherwise provided, the cost of temporary rearrangement of utilities made only in order to facilitate the construction of the work will be borne by the Contractor.

- 3.47 VERIFICATION OF DIMENSIONS AND ELEVATIONS: Dimensions and elevations indicated on the Drawings in reference to existing structures, location of utilities, sewer inverts, or other information on existing facilities, are the best available data obtainable but are not guaranteed by the Engineer. The Engineer will not be responsible for their accuracy. Before proceeding with any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, inverts, lines, elevations, or other conditions of limitations at the site of the work to avoid construction errors or damage to existing facilities. If any work is performed by the Contractor, or any subcontractors, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

If the Contractor, in the course of the work, finds any discrepancy between the Drawings and the physical conditions of the locality, or any errors or omissions in the Drawings or in the layout as given by survey points and instructions, he shall immediately inform the Engineer, in writing. The Engineer will promptly investigate the reported conditions and issue such instructions as may be necessary for the proper execution of the work. Any work done after such discovery and prior to receipt of such instructions shall be at the risk of the Contractor.

4. MATERIALS, EQUIPMENT AND WORKMANSHIP

- 4.1 CHEMICAL USAGE: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, shall show approval of either EPA or USDA. The use of all such chemicals and disposal of residues shall be in strict conformance with manufacturer and USDA instructions.
- 4.2 CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the Work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him, in the Work, free from all liens, claims, or encumbrances.
- 4.3 CORRECTION OF WORK BEFORE COMPLETION: The Contractor shall promptly remove from the premises all work condemned by the Owner as failing to conform to the Contract Documents, whether incorporated or not and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without

Dunoon Drive Drainage Improvement Project

expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

If the Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the Owner may remove it, and after storing it at the job site for 30 days, due written notice thereof being given the Contractor, the Owner may offer the material for sale and removal from the premises. Net proceeds from such sale shall be for the Contractor's credit against the *Owner's Right to Do Work*. If the material has no sale value, the Owner may remove it from the premises and/or otherwise dispose of it. The costs of such disposition shall be deducted from payments to the Contractor as provided in Subsection 2.10 entitled *OWNER'S RIGHT TO DO WORK*.

- 4.4 CORRECTION OF WORK AFTER COMPLETION: The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting there from which shall appear within a period of one year from the date of final acceptance of the work except where longer periods are specified and in accordance with the terms of any special guarantees provided in the Contract.
- 4.5 CORRECTIONS OF WORK AFTER GUARANTEE PERIOD: It shall be the responsibility of the Contractor to permanently correct all defective items called to his attention within the guarantee period, whether such correction be made within the guarantee period or not. The Contract shall not be fully performed until such permanent corrections are made.
- 4.6 GENERAL GUARANTEE: For a period of at least one year after final acceptance, or longer if required by law, or by a special warranty provision of the CONTRACT DOCUMENTS, the CONTRACTOR warrants the fitness and soundness of all work done and for materials and equipment put in place. Neither the Final Certificate of Payment nor any other provision in the said CONTRACT shall constitute an acceptance of WORK not done in accordance with the CONTRACT DOCUMENTS, or relieve the CONTRACTOR of liability in respect to any express or implied warranties for faulty materials or workmanship. If within one year after the date of final completion or such longer period of time as may be prescribed by Laws or Regulations, or by the terms of any applicable special guarantee required by the CONTRACT DOCUMENTS, any WORK is found to be defective, the CONTRACTOR shall promptly, without cost to the OWNER, and in accordance with the OWNER'S written instructions, either correct such defective WORK, or if it has been rejected by the OWNER, remove it from the site and replace it with non-defective WORK. If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the defective WORK corrected or the rejected WORK removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before final completion of all THE WORK, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by written amendment.
- 4.6.1 If in fulfilling the requirements of the CONTRACT or of any guarantee embraced therein or required thereby, the CONTRACTOR disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the OWNER, and shall guarantee such restored work to the same extent as it was guaranteed under such other contract.
- 4.6.2 If the CONTRACTOR, after notice, fails to proceed promptly to comply with the terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR shall be liable for all expenses incurred.

4.6.3 All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the CONTRACT shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

4.7 HANDLING AND DISTRIBUTION: The Contractor shall handle, haul, and distribute all materials and all surplus materials on the different portions of the work as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the work, and be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the work.

Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.

4.8 MANUFACTURER'S DIRECTIONS: All manufactured articles, material, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturers, unless herein specified to the contrary.

If the specifications or plans are contrary to the manufacturer's directions, the manufacturer shall be contacted by the Contractor before proceeding with the work and the Engineer advised if the manufacturer has any objections to the specified application.

4.9 MATERIALS, SERVICES, AND FACILITIES: It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all labor, supplies and materials, tools, machinery, equipment, transportation, supervision, temporary construction of any nature, and all other services, means, and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

4.10 MISCELLANEOUS ITEMS: The work to be done by the Contractor, specified and enumerated under this Contract, shall include any minor details of the Work not specifically mentioned in the Specifications or shown on the Drawings, but obviously necessary for the proper completion of the Work, which shall be considered incidental and as being a part of and included with the Work for which prices are given in the Bid. The Contractor will not be entitled to any additional compensation therefore.

Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the contract price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight, and other applicable characteristics as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the Engineer before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

4.11 MISTAKES OF CONTRACTOR: The Contractor shall promptly correct and make good any and all defects, damages, omissions, or mistakes, for which he and/or his agents, servants, employees, or subcontractors are responsible, and he shall pay to the Owner

all costs, expenses, losses, and damages resulting there from or by reason thereof as determined by the Engineer.

- 4.12 PROTECTION AGAINST ELECTROLYSIS: Where dissimilar metals are used in conjunction with each other, or against concrete surfaces, suitable insulation shall be provided between adjoining surfaces so as to eliminate direct contact and any resultant electrolysis. The insulation shall be bituminous impregnated felt, heavy bituminous coatings, nonmetallic separators or washers, or other approved materials.
- 4.13 RIGHT TO MATERIALS: Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the work or the site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached, or affixed, become the property of the Owner.
- 4.14 ROYALTIES AND PATENTS: The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner in writing.
- 4.15 SUBMITTAL SCHEDULE: Within twenty (20) days after execution and delivery of the Contract, the Contractor shall prepare and deliver to the Engineer a Submittal Schedule. This includes a list of all submittals required under the Contract. The list shall identify each major group of shop drawings, coordination drawings, and schedules and each sample and the planned submission date for each.

After the Engineer's review of the list of submittals, the Engineer will meet with the Contractor for a joint review and correction and adjustment, as necessary, for agreement on the submittal. In addition, at the meeting the duration of the review period for each submittal will be established. The Contractor's planned submission date for each submittal shall allow no less than fifteen (15) working days for review and appropriate action before approval of the submittal becomes critical to the progress of the Contractor's work. Within five (5) calendar days after the joint review, the Contractor shall make any necessary revisions to the list of submittals, including durations of the review periods, in accordance with the agreements reached during the joint review and submit two revised copies to the Engineer. No application for partial payment will be approved until the submitted schedule is approved.

- 4.16 SHOP DRAWINGS: Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work. It shall be the Contractor's responsibility to furnish Shop Drawings as required by the technical specifications or as requested by the Engineer. These submittals must be made no later than is required by the submittal schedule.

Shop Drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator, as correct for the Contract.

When so specified or if considered by the Engineer to be acceptable, manufacturer's specifications, catalog data, descriptive manner, illustrations, etc., may be submitted for approval in place of shop and working drawings. In such case the requirements shall be

Dunoon Drive Drainage Improvement Project

as specified for shop and working drawings, insofar as applicable except that the submission shall be in quadruplicate.

The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.

The Contractor shall check the Shop Drawings, shall coordinate them (by means of coordination drawings wherever required) with the work of all trades involved before submission and shall indicate thereon his approval. Drawings and schedules submitted without evidence of the Contractor's approval may be returned for resubmission.

By approving and submitting Shop Drawings, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers, and similar data, or will do so, and that he has checked and coordinated each Shop Drawing with the requirements of the Work and of the Contract Documents.

If drawings or schedules show variations from the contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, the Engineer may approve any or all such variations and issue an appropriate change order. If the Contractor fails to describe such variations he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings or schedules may have been approved.

Each Shop Drawing or Coordination Drawing shall have a blank area, five by five inches, located adjacent to the title block. The title block shall display the following:

- Number and Title of Drawing
- Date of Drawing
- Revision Number and Date (if applicable)
- Project Title
- Name of Project Building or Facility
- Name of Contractor
- Name of Subcontractor (if applicable)
- Clear Identity of Contents and Location of Work

Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Drawings and Specifications in all respects. All drawings that are correct shall be marked with the date, checker's name, and indication of the Contractor's approval, and then shall be submitted to the Engineer; other drawings shall be returned for correction.

The Contractor shall stamp all drawings to be submitted to the Engineer for approval. The rubber stamp shall incorporate the following items:

PROJECT TITLE _____
CONTRACTOR'S NAME _____
APPROVED BY _____ DATE _____
SPECIFICATION SECTION _____ TRANSMITTAL NO. _____

The review of Shop Drawings will be general only and shall not relieve or in any respect diminish the responsibility of the Contractor for details of design, dimensions, etc., necessary for proper fitting and construction of the work as required by the Contract and for achieving the result and performance specified there under.

Dunoon Drive Drainage Improvement Project

Should the Contractor submit for approval equipment that requires modifications to the structures, piping, layout, etc., detailed on the Drawings, he shall also submit for approval details of the proposed modifications. If such equipment and modifications are approved, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications. Required structural changes shall be designed and detailed by an Engineer registered in the state in which the project will be constructed. Drawings shall be signed and show registration number or may have seal affixed.

Submission of Shop Drawings shall be accompanied by a copy of a transmittal letter containing the Project name, Contractor's name, number of drawings, titles, specifications section, and other pertinent data. The submittal shall include the following:

- Four (4) legible copies of Shop Drawings or printed matter

The review of the Shop Drawings will be performed by the Engineer as follows:

- When the submittal fully conforms to the Contract Drawings and Specifications, the Engineer will approve it. The reproducible of each drawing or page of approved submittals will be stamped approved, signed, dated, and returned to the Contractor. Changes shall not be made to the approved drawings by the Contractor. If the Contractor desires to make any change from approved drawings, or pages of approved submittals, he shall notify the Engineer in writing that the approved material has been withdrawn and shall submit the substitution set in accordance with the above procedure.
- When the submittal clearly does not conform to the Contract Drawings and Specifications, the Engineer will disapprove it by stamping it *Rejected*. Rejected submittals shall be corrected and resubmitted within fourteen (14) calendar days from the date of rejection. Rejected submittals shall not be released for any work.
- When the submittal has only minor deviations from the Contract Drawings and Specifications, the Engineer will note the deviations and omissions as may be appropriate and approve the submittal subject to the notations by stamping it *Approved as Noted*. Approved as Noted submittals may be released for fabrication of work at the Contractor's risk; in any event the submittal shall be corrected and resubmitted for approval within fourteen (14) calendar days from the date of approval as noted.

The Contractor shall be responsible for delays resulting from the rejection or approval as noted of incomplete, inadequate, incorrect, or otherwise unacceptable submittals.

The Contractor shall assure that only drawings and pages of printed material bearing the Engineer's *Approved* stamp are allowed on the job site.

The Contractor shall submit, at the completion of the Project, one set of all reviewed and correct shop drawings, catalog cuts, and descriptive literature for all Work previously submitted. These sets shall be sent to the Engineer for the Owner before final Certificate of Payment is issued.

- 4.17 OPERATING AND MAINTENANCE MANUALS: One copy of each required Operating and Maintenance Manual must be submitted to the Engineer with the first submittal of shop drawings. Five additional copies of each required Operating and Maintenance Manual must be submitted to the Engineer within fourteen (14) days of the return of approved shop drawings to the Contractor. No payment will be approved on any equipment for which Operating and Maintenance Manuals are required until the Operating and Maintenance Manuals are received by the Engineer. These O&M manuals must be addressed specifically to the piece of equipment supplied and shall not

be general in nature; each item must be clearly identified and located. Each page must be printed on 8-1/2" x 11" paper or folded to that size in a manner that will be suitable for insertion in a three-ring binder.

- 4.18 **SAMPLES:** Samples are physical examples furnished by the Contractor to illustrate materials, equipment, or workmanship, and to establish standards by which the Work will be judged. It shall be the Contractor's responsibility to furnish samples as required by the technical specifications or as required by the Engineer. These samples must be submitted no later than is required by the Submittal Schedule.

Each sample shall have a label indicating the following:

- Project Title
- Name of Project Building or Facility
- Name of Contractor
- Name of Subcontractor (if applicable)
- Identification of Material with Specification Section
- Name of Producer and Brand (if any)

Samples shall be submitted in duplicate unless otherwise noted in the technical specifications and shall be accompanied by a copy of a transmittal letter containing Project Name, Contractor's Name, number of samples, specification section, and other pertinent data.

If the Engineer so requires, either prior to or after commencement of the work, the Contractor shall submit samples of materials for such special tests as the Engineer deems necessary to demonstrate that they conform to the Specifications. Such samples shall be furnished, taken, stored, packed, and shipped by the Contractor as directed. Except as otherwise expressly specified, the Contractor shall make arrangements for, and pay for, the tests.

All samples shall be packed to reach their destination in good condition. To ensure consideration of samples, the Contractor shall notify the Engineer by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples.

The Contractor shall submit data and samples, or place his orders, sufficiently early to provide ample time for consideration, inspection, testing, and approval before the materials and equipment are needed for incorporation in the work. The consequences of his failure to do so shall be the Contractor's sole responsibility.

In order to demonstrate the proficiency of workmen, or to facilitate the choice among several textures, types, finishes, surfaces, etc., the Contractor shall provide such samples of workmanship of wall, floor, finish, etc., as may be required.

When required, the Contractor shall furnish to the Engineer triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, equipment performance ratings, and concrete data.

- 4.19 **STORAGE OF MATERIALS AND EQUIPMENT:** All excavated materials, construction equipment, and materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants, and occupants.

Dunoon Drive Drainage Improvement Project

- 4.20 INSPECTION AND TESTING: All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

The Owner shall provide all inspection and testing services not required by the Contract Documents.

The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

If the Contract Documents, laws, ordinance, rules, regulations, or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing, or approval.

Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

If any Work is covered contrary to the written instructions of the Engineer it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order shall be issued.

- 4.21 SUBSTITUTIONS: The Contractor may recommend the substitution of a material, article, or piece of equipment of equal function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price, and the Contract Documents shall be appropriately modified by Change Order.

The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

- 4.22 OR EQUAL CLAUSE: The phrase *or equal* shall be construed to mean that material or equipment will be acceptable only when in the judgment of the Engineer they are composed of parts of equal quality, or equal workmanship and finish, designed and

Dunoon Drive Drainage Improvement Project

constructed to perform or accomplish the desired result as efficiently as the indicated brand, pattern, grade, class, make, or model.

Whenever a material, article, or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers; etc., it is intended merely to establish a standard of quality and function; and, any material, article; or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

4.23 WAGES AND OVERTIME COMPENSATION: The Contractor and each of his subcontractors shall comply with all applicable State and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the project and with respect to compensation for overtime.

4.24 NO WAIVER: Neither the inspection by the Owner or the Engineer, nor any order measurement, approval, determination, decision, or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for or use, occupancy, possession, or acceptance of the whole or any part of the work by the Owner, nor the extension of time, nor any other act or omission of the Owner or of the Engineer shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, or of any remedy, power, or right of or herein reserved to the Owner, nor of any right to damages for breach of contract. Any and all right and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the Owner shall be entitled as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by his Subcontractors, or by any other person or persons.

4.25 WORK TO CONFORM: During its progress and on its completion, the work shall conform truly to the lines, levels, and grades indicated on the Drawings or given by the Engineer and shall be built in a thoroughly substantial and workmanlike manner, in strict accordance with the Drawings, Specifications, and other Contract Documents and the directions given from time to time by the Engineer.

All work done without instruction having been given therefore by the Engineer, without prior lines or levels, or performed during the absence of the Engineer, will not be estimated or paid for except when such work is authorized by the Engineer in writing. Work so done may be ordered uncovered or taken down, removed, and replaced at the Contractor's expense.

4.26 WORKING HOURS: It is contemplated that all work will be performed during the customary working hours of the trades involved unless otherwise specified in this Contract. Work performed by the Contractor at his own volition outside such customary working hours shall be at no additional expense to the Owner.

Any requests received by the Contractor from occupants of existing buildings to change the hours of work shall be referred to the Owner for determination.

5. INSURANCE, LEGAL RESPONSIBILITY, AND SAFETY

Dunoon Drive Drainage Improvement Project

- 5.1 LITIGATION OF DISPUTES: JURISDICTION: OWNER and CONTRACTOR agree that this CONTRACT shall be interpreted according to the Laws of the State of South Carolina, and that the appropriate forum and jurisdiction for resolving any disputes and claims shall be the South Carolina Court of Common Pleas for Charleston County.
- 5.2 WAIVERS EXPLICITLY IN WRITING: No action or failure to act by the ENGINEER or the OWNER, or the CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the CONTRACT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.
- 5.3 ASSIGNMENTS: The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.
- 5.4 PERFORMANCE BOND AND PAYMENT BOND: Unless otherwise noted in the Supplemental Conditions, a Performance Bond and a Payment Bond are required. The Contractor shall obtain a Performance Bond and Payment Bond, acceptable to the Owner in a surety company authorized to do business in the state in which the Project is constructed, each for the full amount of the Contract Sum. The bonds shall guarantee the Contractor's faithful performance of the Contract and the payment of all obligations arising there under. The bonds shall remain in force until:
- 5.4.1 The Project has been completed and accepted by the Owner.
- 5.4.2 The provisions of all guarantees required by these Contract Documents have been fulfilled or the time limitation for all guarantees has expired, or
- 5.4.3 The time for the filing of all mechanics' liens has expired, whichever is longer, after which it shall become void.
- The Contractor shall pay all charges in connection with the bonds as a part of the Contract. One executed copy of the bonds shall be attached to each copy of the Contract before they are returned to the Engineer for the Owner's signature.
- If the Contractor defaults, the Contractor or his Surety shall reimburse the Owner for any additional Engineering fees for additional services made necessary because of the Contractor's default.
- 5.5 ADDITIONAL OR SUBSTITUTE BOND: If at any time the Owner for justifiable cause, shall be or become dissatisfied with the surety or sureties for the Performance and/or Payment Bonds, the Contractor shall within 5 days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as maybe satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.
- 5.6 CHANGES NOT TO AFFECT BONDS: It is distinctly agreed and understood that any changes made in the Work or the Drawings or Specifications therefore (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner or time of payments made by the Owner to the Contractor, or any other modifications of the Contract, shall in no way annul, release,

diminish, or affect the liability of the Surety on the Contract Bonds given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect.

- 5.7 COMPLIANCE WITH LAWS: The Contract shall be governed by the law of the place where the Project is located. The Contractor shall abide by all local and State Laws or ordinances to the extent that such requirements do not conflict with Federal laws or regulations. The Contractor shall keep himself fully informed of all existing and future federal, state, and local laws, ordinances, rules, and regulations affecting those engaged or employed on the work, the materials and equipment used in the work or the conduct of the work, and of all orders, decrees, and other requirements of bodies or tribunals having any jurisdiction or authority over the same, including, but not limited to the US Department of Labor and Bureau of Standards Safety and Health Regulations for Construction and its amendments as set up under the Williams-Steiger Occupational Safety and Health Act of 1970. If any discrepancy or inconsistency is discovered in the Drawings, Specifications, or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree, or other requirement, the Contractor shall forthwith report the same to the Engineer in writing.

The Contractor shall at all times observe and comply with, and cause all his agents, servants, employees, and subcontractors to observe and comply with all such existing requirements, and he shall protect, indemnify, and save harmless the Owner, its officers, agents, servants, and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorney's fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulations, order, decree, or other requirement, whether committed by the Contractor or any of his agents, servants employees, or subcontractors.

- 5.8 REQUIRED PROVISIONS DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- 5.9 LIENS: If at any time any notice of liens are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove, or otherwise dispose of the same, and until such discharge, removal, or disposition, the Owner shall have the right to retain from any monies payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorney's fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.
- 5.10 CLAIMS: If at any time there is any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Owner may retain from any monies which would otherwise be payable hereunder so much thereof as, in its judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.
- 5.11 INSURANCE: The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance must have the approval of the Owner as to limit, form, and amount. The Contractor will not permit any Subcontractor to commence work on this project until the same insurance requirements have been

Dunoon Drive Drainage Improvement Project

complied with by such Subcontractor. All insurance coverage as required herein shall include the Owner as an additional insured therein.

The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days notice in writing and delivered by registered mail to the Owner." Should any policy be canceled before final payment by the Owner to the Contractor and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.

Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to charge the cost thereof to the Contractor.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

The Contractor is required to obtain and maintain for the full period of the Contract the following types of insurance coverage with limits not less than stated below:

5.11.1 WORKMEN'S COMPENSATION INSURANCE

As required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

5.11.2 COMPREHENSIVE GENERAL LIABILITY

	Bodily Injury Per Person	Bodily Injury Per Accident	Property Damage
Premises and Operations	1,000,000	1,000,000	1,000,000
Elevator Liability	1,000,000	1,000,000	1,000,000
Contractor's Protective Liability	1,000,000	1,000,000	1,000,000
Products Liability, Including Completed Operations Coverage	1,000,000	1,000,000	1,000,000

5.11.3 COMPREHENSIVE AUTOMOBILE LIABILITY

All Owner Automobiles	1,000,000	1,000,000	1,000,000
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Dunoon Drive Drainage Improvement Project

Non-Owned Automobiles	1,000,000	1,000,000	1,000,000
Hired Car Coverage	1,000,000	1,000,000	1,000,000

5.11.4 SUBCONTRACTOR'S LIABILITY INSURANCE

Same limits as required of the General Contractor.

5.12 ORAL AGREEMENTS: No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

5.13 SAFETY: In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the Owner and shall not be limited to normal working hours.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

5.13.1 All employees on the Work and all other persons who may be affected thereby;

5.13.2 All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the Contractor or any of Subcontractors or Sub-subcontractors; and

5.13.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Engineer.

The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

6. PROGRESS AND COMPLETION OF WORK

Dunoon Drive Drainage Improvement Project

- 6.1 NOTICE TO PROCEED: Following the execution of the Agreement by the Owner and the Contractor, written Notice to Proceed with the work shall be given by the Owner to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (except as provided for herein) with such force as to secure the completion of the work within the Contract Time.
- 6.2 CONTRACT TIME: The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the Agreement. Computation of Contract Time shall commence the day to be specified in the Notice to Proceed and every calendar day following, except as herein provided, shall be counted as Contract Time.
- 6.3 SCHEDULE OF COMPLETION: The Contractor shall submit, at such times as may reasonably be requested by the Engineer, schedules showing the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the various parts of the work, and estimated date of completion of each part.
- 6.4 WORK CHANGES: The Owner may, as the need arises, order changes in the work through additions, deletions, or modifications to the extent of 20% of the Contract Amount, without invalidating the Contract. Competition and time of completion affected by the change shall be adjusted at the time of ordering such change. Payment for addition or deletion of work shall be at the unit price set forth in the bid.
- 6.5 EXTRA WORK: New and unforeseen items of work found to be necessary, and which cannot be covered by an item or combination of items for which there is a Contract Price, shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated, upon written order from the Owner as approved by the Engineer. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Contract Documents where applicable, and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required.
- 6.6 EXTENSION OF CONTRACT TIME: A delay beyond the Contractor's control occasioned by an Act of God, by act or omission on the part of the Owner or by strikes, lockouts, fire, etc., not caused by the Contractor, may entitle the Contractor to an extension of time in which to complete the work as agreed by the Owner, provided, however, that the Contractor shall immediately give written notice to the Owner of the cause of such delay. Act of God shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood, or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God, and no reparation shall be made to the Contractor for damages to the work resulting there from.

All claims for extension of time shall be made in writing to the Engineer no more than twenty days after the occurrence of the delay; otherwise they shall be waived. In the case of continuing cause of delay only one claim is necessary. Any claim should include complete justification for the extent of the delay claimed.

This Subsection does not exclude the recovery of damages for delay for either party under other provisions of the Contract Documents.

- 6.7 ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION: When the work to be performed under this Contract is substantially completed in accordance with the Contract Documents, the Engineer shall prepare an Engineer's Certificate of Substantial Completion to be acknowledged and accepted by the Owner and the Contractor. The Certificate may list items to be completed or corrected but such Certificate shall not relieve the Contractor of his obligation to complete all work, whether listed or not, in accordance with the Contract

Documents nor will it preclude any right the Owner may have for recourse in accordance with the Contract Documents.

6.8 TERMINATION OF CONTRACTOR'S RESPONSIBILITY: The Contract will be considered complete when all work has been finished, the final review made up by the Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in his Performance Bond, as provided in Subsection 4.6 entitled *GENERAL GUARANTY*, and as provided in Subsection 6.9 entitled *CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT*.

6.9 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT: The making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall promptly replace any such defects discovered within one year, except where longer periods are specified, from the date of written acceptance of the work.

6.10 PROGRESS SCHEDULE: Within twenty (20) days after execution and delivery of the Agreement and not less than ten (10) days prior to making an application for partial payment, the Contractor shall prepare and deliver to the Engineer a Progress Schedule on forms approved by the Engineer.

The schedule shall be set up in a Critical Path format and shall show the proposed dates of commencement and completion of the various subdivisions of work required under the Contract Documents.

The schedule shall show the dates of commencement and completion of the various subdivisions of work required by the Contract Documents and all activities required to accomplish the work. No activity included in the schedule shall have a duration greater than fifteen (15) days. After approval of the Submit Schedule, the Contractor shall incorporate this schedule into the CPM schedule.

The schedule shall be updated monthly. No progress payments will be made unless application is accompanied by the updated schedule.

6.11 SCHEDULES, REPORTS, AND RECORDS: The Contractor shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the Contract Documents for the Work to be performed.

The Contractor shall also submit, in a format as approved by the Engineer, a schedule of payments that he anticipates he will earn during the course of the Work.

6.12 ABANDONMENT OF WORK OR OTHER DEFAULT: If the work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Owner, or the Contract or any monies payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Owner may notify the Contractor in writing, with a copy of such notice mailed to the Surety, to discontinue such work or any part thereof; thereupon the Contractor shall discontinue such work or such part thereof as the Owner may designate; and the Owner may, upon giving notice, by contract or otherwise as it may determine, complete the work or such part thereof and charge the entire cost and

expense of so completing the work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the work, the Owner shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay the Owner any losses, damages, costs, and expenses, including attorney's fees, sustained or incurred by the Owner by reasons of any of the foregoing causes. For the purposes of such completion the Owner may for itself or for any contractors employed by the Owner take possession of any and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies, and such other items of every description that may be found or located at the site of the Work. No equipment or materials may be removed from the Work without the written consent of the Owner.

All costs, expenses, losses, damages, attorney's fees, and any and all other charges incurred by the Owner under this Subsection shall be charged against the Contractor and deducted and/or paid by the Owner out of any monies due or payable or to become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor, the Owner shall not be held to a basis of the lowest prices for which the completion of the work or any part thereof might have been accomplished, but all sums actually paid or obligated therefore to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expense, losses, damages, attorney's fees, and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Contract if the work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference and, in case such costs, expenses, losses, damages, attorney's fees, and other charges, together with all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

7. PAYMENTS TO THE CONTRACTOR

- 7.1 PRICES FOR WORK: The Owner shall pay and the Contractor shall receive the prices stipulated in the Bid made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

Payments by the Owner to the Contractor shall be based on a Lump Sum for the scope of Work. Unit prices have been received from the Contractor and agreed to by the Owner to provide agreed upon prices for modification to Work quantities. The Owner and Contractor agree that if the scope of Work either increases or decreases within 20% of the original unit quantities, the payment for such increase or decrease shall be based on the unit prices as set forth in the Contract Documents.

- 7.2 SCHEDULE OF VALUES: Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall, within twenty (20) days of the execution of the Contract and not less than ten (10) days prior to making an application for partial payment, submit to the Owner in a form approved by the Owner a schedule of values showing a breakdown of the Contract Sum itemized by trade and/or specification sections or as otherwise directed by the Owner and for each item shall show the total value including the Contractor's overhead and profit. Upon approval by the Owner, this schedule will be used in determining the value of the work done for the purpose of partial payments.

The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

- 7.3 APPLICATIONS FOR PARTIAL PAYMENT: Before the first day of each month, or as otherwise directed by the Owner, the Contractor shall make applications for the value of the work done and the materials installed and/or delivered to the site for installation in the

project during the previous month. Such applications shall show the breakdown of the project into the same items as the schedule of values specified in Subsection 7.2 entitled *SCHEDULE OF VALUES* and showing for each item the total value, the value previously reported as complete, the value completed during the month, the cumulative value completed, and the value remaining to be done. The application shall also show the value of materials delivered to the site which have not been incorporated into the work and whose value is not included in the amount shown for the work of which they are a part. The value of such materials shall be established by attaching copies of invoices covering the materials to the application. The application shall include a summary of value of the work performed during the previous month, plus the value of the material delivered to the job site but not incorporated in the work, and minus the amount of the retainage indicated in Subsection 7.4 entitled *RETAINAGE*.

The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate.

7.4 RETAINAGE: The Owner shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The Owner at any time, however, after fifty (50) percent of the work has been completed, if he finds that satisfactory progress is being made, will make further partial payments in full on the current and remaining estimates, but amounts previously retained shall not be paid to the Contractor at fifty (50) percent completion or any time thereafter. When, in the opinion of the Engineer, the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than ten (10) percent of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the Work has been substantially completed except for Work that cannot be completed because of weather conditions, lack of materials, or other reasons that in the judgment of the Owner are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed.

7.5 PAYMENTS WITHHELD: The Owner may withhold payment or, on account of subsequently discovered evidence, nullify the whole or part of any application to the extent necessary to protect himself from loss on account of the following:

7.5.1 Defective work not remedied.

7.5.2 Claims filed or reasonable evidence indicating the probably filing of claims.

7.5.3 Failure of the Contractor to make payments to Subcontractors, material suppliers, or employees.

7.5.4 A reasonable doubt that the Contract work can be completed for the balance unpaid.

7.5.5 Damage to another Contractor.

When the above grounds are removed, payment will be made for the amounts withheld because of them.

7.6 PAYMENT OF APPLICATIONS FOR PARTIAL PAYMENT: Upon verification and approval of the application for partial payment made as specified, the Owner will make payment of the amount found properly due. No payment made to the Contractor or partial or entire use or occupancy of the Work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract.

- 7.7 FINAL INSPECTION: Upon receipt of written notice from the Contractor that the work has been completed and finished in accordance with the Contract, the Owner shall cause an inspection to be made of the work by his authorized representatives. A list shall be made of all deviations from the Contract requirements (commonly termed *punch list*), and a copy of such list furnished to the Contractor. The Contractor shall with reasonable haste remedy all defects so noted and shall notify the Owner upon the completion of such work. When inspection by the Owner's authorized representatives shows the work to be complete in accordance with the Contract, application for final payment may be made.
- 7.8 RELEASE OF LIENS: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete and notarized release of all liens arising out of this Contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that so far as he had knowledge of information the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.
- 7.9 USE OR PARTIAL PAYMENT NOT ACCEPTANCE: It is agreed that this is an entire contract for one whole and complete work or result and that neither the Owner's entrance upon or use of the Work or any part thereof nor any partial payments by the Owner shall constitute an acceptance of the Work or any part thereof before its entire completion and final acceptance.
- 7.10 PAYMENT FOR UNCORRECTED WORK: Should the Owner direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the Uncorrected Work.
- 7.11 PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS: The removal of work and materials rejected in accordance with Subsection 4.3 entitled *CORRECTION OF WORK BEFORE COMPLETION* and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.
- Removal of rejected work or materials and storage of materials by the Owner, in accordance with Subsection 4.3 entitled *CORRECTION OF WORK BEFORE COMPLETION*, shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten (10) days' written notice being given by the Owner of his intent to sell the materials, the Owner may sell the materials at auction or at private sale and will pay the Contractor the net proceeds there from after deducting all the costs and expense that should have been borne by the Contractor.
- 7.12 PAYMENT FOR EXTRA WORK: Written notice of claims for payment for Extra Work shall be given by the Contractor within ten days after receipt of instructions from the Owner to proceed with the Extra Work and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and material shall be submitted to the Owner. The Owner's order for Extra Work shall specify any extension of the Contract Time and shall be based on unit price(s) or a combination of unit price(s) as set forth in the Contract Documents within 20% of the original unit quantities. Any unit quantity greater than 20% of the original amount shall include a cost savings to the Owner based on economy of scale.

- 7.13 PAYMENT FOR WORK SUSPENDED BY THE OWNER: If the work or any part thereof shall be suspended by the Owner and abandoned by the Contractor as provided in Subsection 2.12 entitled *SUSPENSION OF WORK, TERMINATION, AND DELAY*, the Contractor will then be entitled to payment for all work done on the portions so abandoned, plus fifteen (15) percent of the value of the abandoned work to compensate for overhead, plant expense, and anticipated profit.
- 7.14 PAYMENT FOR WORK BY THE OWNER: The cost of the work performed by the Owner, in accordance with Subsection 2.10 entitled *OWNER'S RIGHT TO DO WORK*, shall be paid by the Contractor.
- 7.15 PAYMENT FOR WORK BY THE OWNER FOLLOWING TERMINATION OF CONTRACT BY OWNER: Upon termination of the Contract by the Owner in accordance with Subsection 2.11 entitled *OWNER'S RIGHT TO TERMINATE CONTRACT*, no further payment shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner.
- 7.16 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS: Samples furnished in accordance with Subsection 4.18 entitled *SAMPLES*, shall be furnished by the Contractor at his expense.
- 7.17 ACCEPTANCE AND FINAL PAYMENT: When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, he shall certify completion of the work to the Owner and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, and, upon acceptance by the Owner, the Owner will release the Contractor except as to the conditions of the Performance Bond and the Payment Bond, any legal rights of the Owner, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the Contractor's final Request for Payment. The Contractor shall allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid.

- 7.18 ACCEPTANCE OF FINAL PAYMENT AS RELEASE: The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and the Payment Bond.
- 7.19 DELAYS AND DAMAGES: The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed by and between the Contractor and the Owner that the Contract Time for the completion of the

Dunoon Drive Drainage Improvement Project

Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said Work within such time, the Owner may, by written notice to the Contractor and his Surety, terminate his right to proceed with the Work or such part of the work as to which there has been delay. In such event the Owner may take over the Work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the Work is terminated, he and his sureties shall be liable for any damage to the Owner resulting from his refusal or failure to complete the Work within the specified time.

If fixed and agreed liquidated damages are provided in the Contract and if the Owner so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable times may be required for final completion of the Work together with any increased costs occasioned the Owner in completing the Work.

If fixed and agreed liquidated damages are provided in the Contract, and if the Owner does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the Work is completed or accepted, provided that the Owner reserves the right to elect other remedies available at law or in equity in lieu of liquidated damages.

The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

- 7.19.1 The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, Acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and
- 7.19.2 The Contractor, within ten (10) days from the beginning of any such delay (unless the Owner grants a further period of time before the date of final payment under the Contract), notifies the Owner in writing of the causes of delay.

As used in subparagraph 1, above, the term *subcontractors or suppliers* means subcontractors or suppliers at any time.

The Engineer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in these General Conditions.

The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

(End of Section 01230)

SECTION 01232 SUPPLEMENTAL CONDITIONS

1. CONFLICT OR INCONSISTENCY: If there is any conflict or inconsistency between the provisions of the SUPPLEMENTAL CONDITIONS and the GENERAL CONDITIONS, the provisions of the SUPPLEMENTAL CONDITIONS shall prevail. If there is conflict between the provisions of the GENERAL CONDITIONS and any of the Contract Documents other than the SUPPLEMENTAL CONDITIONS, the provisions of the GENERAL CONDITIONS shall prevail.
2. CONFLICT OF INTEREST: No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiation, making, accepting, or approving any architectural, engineering, inspecting, construction, or material supply contract, or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner who is in any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.
3. CONTRACT MODIFICATION: All changes that affect the cost of the construction of the project must be authorized by means of a contract change order. All change orders and contract modifications must be approved by the Owner prior to becoming effective. The contract change order will include extra work, work for which quantities have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units that are different from those shown in the bidding schedule because of final measurements. All changes should be recorded on a contract change order as they occur so that they may be included in the partial payment estimate.
4. TRAFFIC & CONSTRUCTION REQUIREMENTS FOR DUNOON DR. & MUIRFIELD PKWY
 - 4.1 Permissible working hours are Monday through Friday, 7:00 a.m. to 7:00 p.m. No work is permitted between Friday, 7:00 p.m. and Monday, 7:00 a.m.
 - 4.2 All excess materials shall be stored within the limits of the roadway or at a reasonably accessible staging area that will not delay progress of work. The material storage site is to be limited to that which is required for immediate work. Location and size of storage area must be approved by the Engineer.
 - 4.3 All impacted pavement markings shall be catalogued prior to the start of construction. It will be the responsibility of the contractor to see that any markings destroyed or removed by excavations are replaced. The materials and replacement of the pavement markings shall be in accordance with the South Carolina Department of Transportation requirements and approved by the City of Charleston Department of Traffic and Transportation.
5. TEN STATES STANDARDS: The horizontal and vertical separation of sewer lines and water mains must be in accordance with the *Ten States Standards*.
 - 5.1 Horizontal Separation: Whenever possible, sewers should be laid at least 10 feet, horizontally, from any existing or proposed water main. Should local conditions prevent a lateral separation of 10 feet, a sewer may be laid closer than 10 feet to a water main if one of the following conditions exists:
 - 5.1.1 It is laid in a separate trench.

Dunoon Drive Drainage Improvement Project

- 5.1.2 It is laid in the same trench with the water mains located at one side on a bench of undisturbed earth.
- 5.1.3 In either case, the elevation of the crown of the sewer is at least 18 inches below the invert of the water main.
- 5.2 Vertical Separation: Whenever sewers must cross under water mains, the sewer shall be laid at such an elevation that the top of the sewer is at least 18 inches below the bottom of the water main. When the elevation of the sewer cannot be buried to meet the above requirement, the water main shall be relocated to provide this separation, or reconstructed with slip-on or mechanical joint cast iron pipe, asbestos-cement pressure pipe or prestressed concrete cylinder pipe for a distance of 10 feet on each side of the sewer. One full length of water main should be centered over the sewer so that both joints will be as far from the sewer as possible.
- 5.3 Special Conditions: When it is impossible to obtain proper horizontal and vertical separation as stipulated above, the water main should be constructed of slip-on or mechanical-joint cast iron pipe, asbestos-cement pressure pipe, or prestressed concrete cylinder pipe and the sewer constructed of mechanical joint cast iron pipe, and both services should be pressure tested to assure water-tightness.
6. FEDERAL SAFE DRINKING WATER ACT: In accordance with Section 1417 of this Act, any pipe, solder, or flux used in the installation or repair of public water systems and plumbing used for drinking water, must be lead free. Lead free is defined as less than 0.2 percent lead in solder and flux and less than 8.0 percent lead in pipes and fittings. Leaded joints for the repair of cast iron pipes are not included. Lead shot and lead packers in well construction are no longer allowed.
7. WATER SUPPLY: It shall be the Contractor's responsibility to purchase and convey the necessary water to any location at which it is required on the project.
8. STATE AND LOCAL PERMITS, LICENSES, INSPECTIONS, CERTIFICATES: The Contractor shall obtain such required documents and pay the fees assessed for each division of work for which such permits, licenses, and inspections are required. The Contractor shall also obtain and pay the fees for general permits such as Building Permits and Certificate of Occupancy.
9. SIGNS: The Owner reserves the right to all advertising privileges about the job and no signs shall be posted by the Contractor anywhere on the premises without approval by the Owner except those signs, posters, or bulletins required by Federal, State, or local authorities.
10. OWNER'S INSURANCE AUTHORITY: During all phases of construction, the Contractor will be required to perform his operations so as to comply expeditiously with the recommendations of the Owner's Insurance Authority.
11. PUBLICITY: All prime contractors and their subcontractors shall submit to the Owner for approval all publicity items, including photographs, relating to the work of this project. Owner shall approve any and all material prior to release for publication.
12. PROTECTION OF WORK: The Contractor shall at all times, until final acceptance of the work, provide protection of the work, either new or previously existing, from all hazards involved in his operations. All damage suffered by any item of work, including, but not limited to, drains, curbs, doors, equipment, and structures, shall be repaired or the item shall be replaced prior to final acceptance.
13. ELEVATION DATUM: The datum adopted by the Engineer is NGVD 1929. All elevations shown on the Drawings or referred to in these specifications refer to this datum. Several benchmarks are indicated on the Drawings.

Dunoon Drive Drainage Improvement Project

14. OCCUPYING PRIVATE LAND: The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, or materials, any land outside the rights-of-way of property of the Owner. A copy of the written consent shall be given to the Engineer.
15. WORK CITY RIGHTS-OF-WAY: Attention is directed to the fact that work will be going on in City rights-of-way. The Owner has obtained permission for the Contractor to encroach on these rights-of-way for work.

The Contractor will be required to conform to the requirements of the South Carolina Department of Transportation and the City of Charleston while working within the rights-of-way.

16. WORK BEING PERFORMED NEAR WATER AND SEWER LINES: The Contractor will inform the Commissioners of Public Works as to the areas where work is being performed. It is required of a Contractor to obtain permission from the Commissioners of Public Works where alterations to their system are required. All repairs and/or alterations to Commissioners of Public Works owned utilities shall conform to their construction standards and requirements, including work being performed by approved contractors.
17. TRAFFIC CONTROL: The Contractor will comply with the manual published by the South Carolina Department of Highways and Public Transportation entitled *Traffic Controls for Street and Highway Construction and Maintenance Operations, Part V, of the South Carolina Manual on Uniform Traffic Control Devices for Streets and Highways, 1982, 1992 Revision*. Provide traffic control as required and approved by the South Carolina Department Transportation and the City of Charleston.

Upon completion and acceptance of the work or as the need for temporary traffic control devices ceases, they shall be removed by the Contractor and shall remain the property of the Contractor.

The Contractor shall provide signs where warranted to maintain traffic or to call attention to conditions on, or adjacent to, the construction work. Such signs shall be removed when they are no longer required.

All traffic control and marking devices shall be in accordance with the provisions of the *State of South Carolina Uniform Manual on Traffic Control Devices*. Upon completion and acceptance of the work or as the need for temporary traffic control devices ceases, they shall be removed by the Contractor and shall remain the property of the Contractor.

18. LINES, GRADES, AND MEASUREMENTS: The Contractor shall employ, at his own expense, a competent civil engineer or land surveyor who shall be registered in South Carolina and who shall be thoroughly experienced in field layout work. Said Engineer shall establish all lines, elevations, reference marks, etc., needed by the Contractor during the progress of the work, and from time to time he shall verify such marks by instrument or by other appropriate means. The Owner's Engineer may waive the requirement for the Engineer to be registered in South Carolina upon a presentation of a resume, which is satisfactory. The waiving of this requirement may be revoked at any time by the Owner's Engineer.

The Contractor's Engineer responsible for lines and grades shall verify to the Owner in writing that work has been constructed to lines and grades as shown on the Drawings. This certification shall accompany each request for payment. The Owner's Engineer shall be permitted at any time to check the lines, elevations, reference marks, lasers, etc., set by the Engineer employed by the Contractor, and the Contractor shall correct any errors in lines, elevations, reference marks, lasers, etc., disclosed by such check. Such a check shall not be construed to be an approval of the Contractor's work and shall not relieve the Contractor of the responsibility for the accurate construction of the entire work.

The Contractor shall make all measurements and check all dimensions necessary for the proper construction of the work called for by the Drawings and Specifications. During the prosecution of the

Dunoon Drive Drainage Improvement Project

work, he shall make all necessary measurements to prevent misfitting in said work, and he shall be responsible therefore, and for the accurate construction of the entire work.

The Owner's Engineer shall have access to all field notes. Field notes will be recorded in bound field books, and copies given the Owner's Inspector at the close of each shift.

- 19. CITY BUSINESS LICENSE: The successful Bidder and all subcontractors will be required to obtain a business license from the City of Charleston prior to beginning work, if said Bidder does not have a current license.
- 20. UTILITY LOCATIONS: Prior to beginning any excavation, the Contractor shall notify all public utility companies and have their lines located and marked. The following is a list of utility companies and persons to be contacted for utility locations.

<u>UTILITY SERVICE OR FACILITY</u>	<u>PERSON TO CONTACT (NAME, TITLE & PHONE NO.)</u>
Telephone, Electric, Gas, Cable TV	Palmetto Utility Production Service 1-888-721-7877 Call 3 days prior to digging
Water & Sewer	Charleston CWS (843) 727-6800 (Ask for Service Department) Will send field technician to locate

- 21. DANGER SIGNALS AND SAFETY DEVICES: The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades, and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under this Specifications or contract.
- 22. ARTIFACTS: Any historical artifacts that are unearthed during the excavation, removal, or construction of subsurface material are the property of the Owner and shall be immediately turned over. The contractor shall also immediately notify the Owner when items that could be construed as historical are unearthed. Excavation shall be stopped in the area until the Owner notifies the Contractor that excavation may proceed.
- 23. PAVEMENT GUARANTEE: The Contractor warrants to the Owner that all materials and workmanship furnished on roadways are guaranteed in accordance with the terms of the General Conditions, Section 4, General Guarantee, for a period of two (2) years. The Contractor will remedy any settlements or deficiencies of the pavement surface within this period.
- 24. CLEAN-UP FOLLOWING WORK: Contractor will expedite clean-up and restoration work as required by the Contract Drawings and Specifications. To the maximum extent possible, roadways, drives, drainage ditches, and structures will be restored immediately after the wall installation. The restoration or replacement of public or private property should be scheduled as a top priority work item in the execution of this project.
- 25. PRE-CONSTRUCTION CONFERENCE: Prior to construction, a pre-construction conference will be held with representatives of the Owner, Contractor, and the Engineer.
- 26. PERFORMANCE STANDARDS: Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws, or regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be

Dunoon Drive Drainage Improvement Project

otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor, or any of their Consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, or any of Owner's Consultants, agent, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work. Where specific standards are not given for materials or installation, the provisions of the South Carolina Department of Transportation standard specifications for highway construction (2000 edition) will apply.

27. AS-BUILT DRAWINGS: The Contractor shall, upon completion of the work, furnish to the Owner, a marked set of reproducible drawings showing the field changes affecting the work, as actually installed and as specified under those sections of the specifications, and deliver them to the Owner. The Owner will furnish sufficient prints to the Contractor for marking, free of cost.
28. SPECIFICATIONS AND DRAWINGS: The following Drawings and Specifications form a part of this Contract as set forth in Paragraph 1.1, Section 01230, GENERAL CONDITIONS. The Drawings bear the general designation:

THE DRAWINGS ARE LISTED AS FOLLOWS

<u>Sheet No.</u>	<u>Title</u>
1	Cover Sheet
2	Existing Conditions
3	Plan and Profile
4	Details
5	Details
6	Details

THE TECHNICAL SPECIFICATIONS

<u>Section</u>	<u>Title</u>
017123	Construction stakeout & field engineering
312000	Earth moving
334100	Storm drain piping

Latest SCDOT specifications.

(End of Section 01232)

SECTION 01234 CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me _____ (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);
2. Has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;
3. Provides a copy of its current City of Charleston business license with its bid;
4. Provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;
5. Is 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: _____

CHARLESTON STREET ADDRESS: _____

SIGNATURE: _____ TITLE: _____

By: _____
(Print Name)

Sworn to and subscribed before me at _____,
State of _____, this _____ day of _____, 20____.

_____(SEAL)
Notary Public for _____
My Commission Expires _____

SECTION 017123 - CONSTRUCTION STAKEOUT AND FIELD ENGINEERING**PART 1 - GENERAL****1.1 DESCRIPTION**

- A. This item shall consist of furnishing, placing, replacing when required, marking and maintaining all Construction Layout stakes necessary for proper guidance and control of construction operations. It shall also include the preparation of all construction staking, field books, such as alignment books, slope and grade books, blue-top books etc. It shall also include any additional Surveyor's, Civil, Structural or other professional engineering services specified or required to execute Contractor's construction methods.

1.2 QUALIFICATIONS OF SURVEYOR OR ENGINEER

- A. When it is specified or required for the Contractor to retain the services of an engineer or surveyor, then each shall meet the following requirements:
 - 1. Surveyor shall be a Registered Land Surveyor in the State the project site is located.
 - 2. Engineer shall be a Registered Professional Engineer in the State the project site is located.

PART 2 - PRODUCTS**2.1 EQUIPMENT AND MATERIALS**

- A. All surveying equipment, stakes and any other material necessary to perform the work shall be furnished by the Contractor, either directly or by a sub-contracted Registered Land Surveyor.

PART 3 - EXECUTION**3.1 SURVEY REFERENCE POINTS**

- A. Existing basic horizontal and vertical control points for the Project are those designated on drawing.
- B. Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.
- C. The Contractor shall provide a Registered Land Surveyor, subject to the Owner's approval, to establish and/or re-establish all benchmarks, reference points, line and grade points necessary to complete the work at no additional expense to the Owner.

- D. The Contractor shall notify the Project Engineer in the event any original reference point or benchmark as defined in subparagraph A and B, is destroyed or lost, and if required by the Project Engineer, shall replace said reference point or benchmark as per the requirements of subparagraph C.

3.2 CONSTRUCTION STAKEOUT

- A. Establish lines and levels, locate and layout by instrumentation and similar appropriate means all site improvements:
 - 1. Stakes for grading, fill and topsoil placement
 - 2. Stakes for alignment and grades for roadways, parking facilities, and other pavements or structures.
 - 3. Storm drainage alignment and invert elevations.
- B. A complete and accurate log of all control and survey work, as it progresses, shall be maintained.
- C. Contractor shall verify layouts, and line and grade of work, as work progresses, at random times to verify proper installation and shall notify Project Engineer of status.
- D. At the Project Engineer's request, surveying stakeout data shall be submitted for review to verify accuracy of field engineering work.

3.3 RECORD DRAWINGS AND CERTIFICATION

- A. AS-BUILT RECORD DRAWINGS: Upon completion of the work, the Contractor shall provide a certified final as-built survey by a Registered Land Surveyor showing all dimensions, locations, angles, and elevations of all portions of work performed under his contract. Provide storm drainage as-built drawings of the storm drainage system and the improvements installed. The Contractor will be provided a copy of the original Site electronic CAD files to use as a base for the creation of these asbuilt record drawings. Survey shall show all improvements and their relations to any and all existing conditions that are relative to their use.
- B. CERTIFICATE OF CONFORMANCE: Submit a certificate signed by Professional Engineer or Registered Land Surveyor, as each portion of work requires, certifying that elevations and locations of improvements are in conformance or non-conformance with Contract Documents.

END OF SECTION 017123

SECTION 31 20 00 - EARTH MOVING**PART 1 - GENERAL****1.1 DESCRIPTION**

- A. Work included: Excavate, backfill, compact, and grade the site to the elevations shown on the Drawings, as specified herein, and as needed for the installation of underground utilities, storm drainage systems, roadway subgrades, building pads, and general site grading and also to meet the requirements of the construction shown in the Contract Documents.
- B. Related Work: Documents affecting work of this section include, but are not necessarily limited to, General Provisions and Modifications of these Specifications.
- C. Refer to Section of these specifications titled "Special Project Procedures" for requirements of removal, handling and disposal of contaminated materials.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Use equipment adequate in size capacity, and numbers to accomplish the work of this Section in a timely manner.
- C. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directions of the Project Architect, which may also includes the Project Civil Engineer, or the Geotechnical (Soil) Engineer.
- D. Testing required for this part of the work will be furnished by the Contractor.

PART 2 - PRODUCTS**2.1 SOIL MATERIALS**

- A. Fill and backfill materials:
 - 1. Provide soil materials free from organic matter, and deleterious substances, containing no rocks or lumps larger than 2-3/8" in their greatest dimension, and containing no more than 15% fines (material passing No. 200 sieve and having a maximum Dry Density as defined by ASTM D-1557 of 100 pcf.
 - 2. Off-site fill material is subject to the approval of the soil engineer, and is that material removed from excavations imported from off-site borrow areas, predominantly granular, non-expansive soils free from roots and other deleterious matter. Submit samples of materials to soils laboratory for testing and approval prior to execution of filling.

3. Do not permit rocks having a dimension greater than 1" in the upper 12" of fill or embankment.
4. Cohesionless materials used for trench backfill: Provide sand free from organic material and other foreign matter, and approved by the soil engineer.

2.3 WEED KILLER

- A. Provide a dry, free-flowing, dust-free chemical compound, soluble in water, capable of inhibiting growth of vegetations, and approved for use on this work by government agencies having jurisdiction.

2.4 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor, subject to the approval of the Project Architect.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Examination

Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

B. Proof-rolling

After removal of topsoil or other overburden, proof-roll the existing subgrade with a loaded dump truck or pneumatic tire roller with a minimum weight of 15 tons. Proof-roll over all areas at speeds of 2.5 to 3.5 miles per hour. Proof-rolling shall be done in the presence of the project engineer or the soils engineer. Rutting or pumping map indicate unsatisfactory material or satisfactory material with a high moisture content. Undercut areas as directed and replace with appropriate fill material. Proof-roll only when weather conditions permit. Do not proof-roll wet or saturated subgrades. Materials degraded by proof-rolling of wet subgrades shall be replaced by the Contractor at no cost to the Owner.

C. Mucking

1. When unsatisfactory or unsuitable soils (muck) are encountered and are required to be removed by the engineer, the cost of the removal and replacement shall be determined according to the contract provisions, when payment is to be based upon a unit price, such price shall be determined as noted below.
2. Mucking: Contractor shall provide a unit price for mucking (removable of unsuitable soils). The unit price shall include the removal of unsuitable soils below the area of stripping (assume 8" stripping) and shall include the disposal of muck offsite. The unit price shall also include backfilling and compacting with suitable offsite fill. The

unit cost submitted shall be based upon in-place measurement. No truck measures will be allowed.

3.2 PROCEDURES:

A. Protection of Utilities:

1. Contractor shall contact Palmetto Utilities Protection Services (PUPS) at 1-888-721-7877, or "811", a minimum of three (3) business days prior to beginning construction.
2. Unless shown to be removed, protect active utility lines shown on the drawings or otherwise made known to the Contractor prior to excavating. If damaged, repair or replace at no additional cost to the Owner.
3. If active utility lines are encountered, and are not shown on the Drawings or otherwise made known to the Contractor, promptly take necessary steps to assure that service is not interrupted.
4. If service is interrupted as a result of work under this Section, immediately restore service by repairing the damaged utility at no additional cost to the Owner.
5. If existing utilities are found to interfere with the permanent facilities being constructed under this section, immediately notify the Project Architect and secure his instructions.
6. Do not proceed with permanent relocations of utilities until written instructions are received from the Project Architect.

B. Protection of persons and property:

1. Barricade open holes and depressions occurring as part of the Work, and post warning lights on property adjacent to or with public access.
2. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, washout, and other hazards created by operations under this Section.

C. Dewatering:

1. Remove all water, including rain water, encountered during trench and sub-structure work to an approved location by pumps, drains, and other approved methods.
2. Dispose of all subsurface water in accordance with the requirements of the approved SWPPP and the requirements specified in Section 024110, SITE DEMOLITION.
3. Keep excavations and site construction area free from standing water. The Contractor shall maintain the site to control storm water in such a manner as to

prevent damage to the existing soils and subgrades from excessive runoff velocities, erosion, and ponding water.

- D. Use means necessary to prevent dust becoming a nuisance to the public, to neighbors, and to other work being performed on or near the site.
- E. Maintain access to adjacent areas at all times.

3.3 GENERAL EXCAVATION

- A. Perform excavating of every type of material encountered within the limits of the Work to the lines, grades, and elevations indicated and specified herein.
- B. Unsatisfactory excavated materials:
 - 1. Excavate to a distance below grade as directed by the Architect, and replace with materials in accordance with the paragraph entitled "Mucking."
 - 2. Include excavation of unsatisfactory materials, and replacement by satisfactory materials, as parts of the work of this Section.
- C. Surplus materials:
 - 1. Dispose of unsatisfactory excavated material, and surplus satisfactory excavated material, away from the site at disposal areas arranged and paid for by the Contractor, unless directed otherwise in writing by the Owner and Project Architect. Refer to the Section of these specifications titled "Special Project Procedures" for additional requirements.
- D. Excavation of rock:
 - 1. Where rocks, boulders, granite, or similar material is encountered, and where such material cannot be removed or excavated by conventional earth moving or ripping equipment, take required steps to proceed with the general grading operations of the Work, and remove or excavate such material by means which will neither cause additional cost to the Owner nor endanger buildings or structures whether on or off the site.
 - 2. Do not use explosives without written permission from the Project Engineer.
- E. Excavate and backfill in a manner and sequence that will provide proper drainage at all times.
- F. Borrow:
 - 1. Obtain material required for fill or embankment in excess of that produced within the grading limits of the Work from borrow areas selected and paid for by the Contractor and approved by the soil engineer.

G. Ditches and gutters

1. Cut accurately to the cross sections, grades, and elevations shown.
2. Maintain excavations free from detrimental quantities of leaves, sticks, trash, and other debris until completion of the Work.
3. Dispose of excavated materials as shown on the Drawings or directed by the soil engineer; except do not, in any case, deposit materials less than 3'- 0" from the edge of a ditch.

H. Unauthorized excavation:

1. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific instruction from the Architect or the soil engineer.
2. Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations, unless otherwise directed by the soil engineer.

I. Stability of excavations:

1. Shore and brace where sloping is not possible because of space restrictions or stability of the materials being excavated.
2. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.

J. Shoring and bracing:

1. Provide materials for shoring and bracing as may be necessary for safety personnel, protection of work, and compliance with requirements of governmental agencies having jurisdiction.
2. Maintain shoring and bracing in excavations regardless of the time period excavations will be open.
3. Carry shoring and bracing down as excavation progresses.

K. Excavating for pavements:

1. Cut surface under pavements to comply with cross sections, elevations, and grades.
2. Undercut a minimum of 10 inches below finished subgrade elevation, including stripping.

M. Cold weather protection:

1. Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F.

3.4 TRENCHING FOR UTILITIES

- A. Provide sheeting and shoring necessary for protection of the work and for the safety of personnel.
 - 1. Prior to backfilling, remove all sheeting.
 - 2. Do not permit sheeting to remain in the trenches except when, in the opinion of the Project Engineer, field conditions or the type of sheeting or methods of construction such as use of concrete bedding are such as to make removal of sheeting impracticable. In such cases, the Project Engineer may permit portions of sheeting to be cut off and remain in the trench.
- B. Open cut:
 - 1. Excavate for utilities by open cut.
 - 2. If conditions at the site prevent such open cut, and if approved by the Project Engineer trenching may be used.
 - 3. Short sections of a trench may be tunneled if, in the opinion of the Project Engineer, the conductor can be installed safely and backfill can be compacted properly into such tunnel.
 - 4. Where it becomes necessary to excavate beyond the limits of normal excavation lines in order to remove boulders or other interfering objects, backfill the voids remaining after removal of the objects as directed by the soil engineer.
 - 5. When the void is below the subgrade for the utility bedding, use suitable earth material and compact as approved by the Project Engineer, but in no case to the relative density directed less than 90%.
 - 6. When the void is in the side of the utility trench or open cut, use suitable earth or sand compacted or consolidated as approved by the soil engineer, but in no case to a relative density less than 80%.
 - 7. Remove boulders and other interfering objects, and backfill voids left by such removals, at no additional cost to the Owner.
 - 8. Excavating for appurtenances:
 - a. Excavate for manholes and similar structures to a distance sufficient to leave at least 12" clear between outer surfaces and the embankment or shoring that may be used to hold and protect the banks.
 - b. Overdepth excavation beyond such appurtenances that has not been directed, will be considered unauthorized. Fill with sand, gravel, or lean concrete as directed by the soil engineer, and at no additional cost to the Owner.

- C. Trench to the minimum width necessary for proper installation of the utility, with sides as nearly vertical as possible. Accurately grade the bottom to provide uniform bearing for utility.
- D. Depressions:
 - 1. Dig bell holes and depressions for joints after the trench has been graded. Provide uniform bearing for the pipe on prepared bottom of the trench.
 - 2. Except where rock is encountered, do not excavate below the depth indicated or specified.
 - 3. Where rock is encountered, excavate rock to a minimum overdepth of 4" below the trench depth indicated or specified.
- E. Where utility runs traverse public property or are subject to governmental or utility company jurisdiction, provide depth, bedding, cover, and other requirements as set forth by legally constituted authority having jurisdiction, but in no case less than the depth shown in the Contract.

3.5 BEDDING FOR UTILITIES

- A. Provide bedding as indicated on the Drawings.

3.6 BACKFILLING OF UTILITY TRENCHES

A. General:

- 1. Do not completely backfill trenches until required tests have been performed, and until the utilities systems as installed conform to the requirements specified in their pertinent Sections of these Specifications.
- 2. Except as otherwise specified or directed for special conditions, backfill trenches to the ground surface with selected material approved by the soil engineer.
- 3. Reopen trenches which have been improperly backfilled, to a depth as required for proper compaction. Refill and compact as specified, or otherwise correct to the approval of the soil engineer.
- 4. Do not allow or cause any of the Work performed or installed to be covered up or enclosed by work of this Section prior to required inspections, tests, and approvals.
- 5. Should any of the Work be so enclosed or covered up before it has been approved, uncover all such work and, after approvals have been made, refill and compact as specified, all at no additional cost to the Owner.

B. Lower portion of trench:

- 1. Deposit approved backfill and bedding material in layers of 6" maximum thickness, and compact with suitable tampers to the density of the adjacent soil, or grade as

specified herein, until there is a cover of not less than 24" over sewer and 12" over other utility lines.

2. Take special care in backfilling and bedding operations as not to damage pipe and pipe coatings.

C. Remainder of trench:

1. Except for special materials for pavements, such as "flowable fill", backfill the remainder of the trench with material free from stones larger than 6" or ½ the layered thickness, whichever is smaller, in any dimension.
2. Deposit backfill material in layers not exceeding the thickness specified, and compact each layer to the minimum density directed by the soil engineer.

D. Adjacent to buildings: Mechanically compact backfill within ten feet of buildings.

3.7 GENERAL SITE FILLING AND BACKFILLING

A. General:

1. For each classification listed below, place acceptable soil material layers to required subgrade elevations.
2. In excavations, use satisfactory excavated or borrow material
3. Under asphalt pavements, use satisfactory excavated or select structural fill borrow materials as approved by soils engineer. Refer to alternates for furnishing and installations of geogrid materials..

B. Backfill excavations as promptly as progress of the Work permits, but not until completion of the following.

1. Acceptance of construction below finish grade including, where applicable, damp-proofing and water-proofing.
2. Inspecting, testing, approving, and recording locations of underground utilities.
3. Removing concrete formwork.
4. Removing shoring and bracing, and backfilling of voids with satisfactory materials.
5. Removing trash and debris.
6. Placement of horizontal bracing on horizontally supported walls.

C. Ground surface preparation:

1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious matter from ground surface prior to placement of fills.

2. Plow, strip, or break up sloped surfaces steeper than one vertical to four horizontal so that fill materials will bond with existing surfaces.
3. When existing ground surface has a density less than specified under "compacting" for the particular area, break up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to required depth and percentage of maximum density.

D. Placing and Compacting:

1. Place backfill and fill materials in layers not more than 8" in loose depth. Conform with paragraph entitled "COMPACTING."
2. Before compacting, moisten or aerate each layer as necessary to provide the optimum moisture content.
3. Compact each layer to required percentage of maximum density for area.
4. Do not place backfill or fill material on surface that are muddy, frozen, or containing frost or ice.
5. Place backfill and fill materials evenly adjacent to structures, to required elevations.
6. Take care to prevent wedging action of backfill against structures by carrying the material uniformly around the structure to approximately the same elevation in each lift.

3.8 GRADING

A. General:

1. Uniformly grade the areas within limits of grading under this Section, including adjacent transition areas.
2. Smooth the finished surfaces within specified tolerance.
3. Compact with uniform levels or slopes between points where elevations are shown on the Drawings, or between such points and existing grades.
4. Where a change of slope is indicated on the Drawings, construct a rolled transition section having a minimum radius of approximately 8'0", unless adjacent construction will not permit such a transition, or if such a transition defeats positive control of drainage.

3.9 COMPACTING

- A. Control soil compaction for other than clay soils during construction to provide the minimum percentage of density specified for each area as determining according to ASTM D 1557.

- B. Provide not less than the following maximum density of soil material compacted at optimum moisture content for the actual density of each layer of soil material in place, and as approved by the soil engineer.
1. Lawn, playing field and other:
 - a. Compact the top 8" of subgrade and each layer of fill material or backfill material at 90% of maximum density.
 - b. Compact the upper 12" of filled areas, or natural soils exposed by excavating, at 90% of maximum density.
 2. Walks:
 - a. Compact the top 8" of subgrade and each layer of fill material or backfill material at 95% of maximum density.
 3. Pavements:
 - a. Compact the top 12" of subgrade and each layer of fill material or backfill material at 98% of maximum density.
 4. Utility Trenches:
 - a. Compact each layer of backfill material at 95% of maximum density where utilities cross under paved areas and at 90% of maximum density for unpaved areas.
- C. Moisture Control:
1. Where subgrade or layer of soil material must be moisture-conditioned before compacting, uniformly apply water to surface of subgrade or layer of soil material to prevent free water appearing on surface during or subsequent to compacting operations.
 2. Remove and replace, or scarify and air dry, soil material that is too wet to permit compacting to the specified density.
 3. Soil material that has been removed because it is too wet to permit compacting may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value as determined by moisture-density relation tests approved by the soil engineer.

3.10 QUALITY CONTROL

- A. Secure the soil engineer's inspection and approval of subgrades, and fill layers before subsequent construction is permitted thereon.
- B. Provide at least the following tests to the approval of the soil engineer:
1. At paved areas, at least one field density test for every 5000 S.Y. of paved area, but not less than three tests.

2. In each compacted fill layer, one field density test for every 5000 S.Y. of overlaying area, but not less than three tests.

3.11 TEST FOR DISPLACEMENT OF SEWERS AND STORMDRAINS

- A. Check sewers and storm drains to determine whether displacement has occurred after the trench has been backfilled to above the pipe and has been compacted as specified. Comply with requirements in respective section for each utility type.

3.12 MAINTENANCE

- A. Protection of newly graded areas:
 1. Protect newly graded areas from traffic and erosion, and keep free from trash and weeds.
 2. Repair and reestablish grades in settled, eroded, and rutted areas to the specified tolerances.
- B. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape, and compact to the required density prior to further construction.

END OF SECTION 31 20 00

SECTION 33 41 00 - STORM DRAINAGE PIPING**PART 1 - GENERAL****1.1 SUMMARY OF WORK**

The scope of work includes the installation of new storm drainage system and pipe culverts; manholes, curb inlets, and other accessories; repair of existing storm drainage piping and culverts.

1.2 SUBMITTALS

Submit the following prior to commencing work on the system.

A. Manufacturer's Catalog Data

1. Piping and jointing materials
2. Cast-Iron Frames and Grates
3. Pre-cast boxes or manholes

1.3 DELIVERY, STORAGE, AND HANDLING**A. Delivery and Storage**

1. Piping: Inspect materials delivered to site for damage; store with minimum of handling. Store materials on site in enclosures or under protective coverings. Store jointing materials and rubber gaskets under cover out of direct sunlight. Do not store materials directly on the ground. Keep inside of pipes and fittings free of dirt and debris.
2. Metal Items: Check upon arrival identify and segregate as to types, functions, and sizes. Store off the ground in a manner affording easy accessibility and not causing excessive rusting or coating with grease or other objectionable materials.

B. Handling

Handle pipe, fittings, and other accessories in a manner to ensure delivery to the trench in sound undamaged condition. Take special care not to damage pipe and fittings; if damaged, make repairs. Carry, do not drag pipe to trench.

PART 2 - PRODUCTS**2.1 PIPELINE MATERIALS****A. Concrete Piping**

1. Concrete storm drainage pipe shall be reinforced concrete pipe conforming to ASTM C76, Class III, Wall B, bell and spigot o-ring joint.

2. Jointing materials for concrete piping shall be as specified by the pipe manufacturer and the type of joint provided.

B. Polyvinyl Chloride (PVC) Plastic Pipe and Fittings

1. PVC plastic pipe and fittings shall conform to ASTM D 3034, SDR 26, having ends adaptable for elastomeric gasket joints.
2. Joints for PVC plastic pipe and fittings shall conform to ASTM D 3212. Gaskets shall conform to ASTM F 477.

C. Ductile Iron Pipe (DIP) and Fittings

1. Ductile iron pipe used for storm drainage applications shall conform to ASTM A 746, or AWWA C150, Thickness Class 50. Pipe shall have cement mortar lining in conformance with AWWA C104. Fittings shall conform to AWWA C110, and shall also be cement mortar lined.
2. Joints for ductile iron pipe and fittings shall be push on joints. Shape of pipe ends and fitting ends, gaskets, and lubricants for joint assembly shall conform to AWWA C111, except that the gaskets shall be suitable for exposure to sewage.

D. High Density Polyethylene (HDPE) Corrugated Plastic Pipe

1. High density polyethylene plastic pipe and fittings shall have a corrugated exterior and a smooth-flow interior. Pipe sizes 4-inch through 10-inch diameter shall meet the requirements of AASHTO M252, Type S. Pipe sizes 12-inch through 36-inch diameter shall meet the requirements of AASHTO M294, Type S. Fittings shall be constructed of the same material and have the same strength and flow characteristics as the pipe.
2. Joints for HDPE pipe and fittings shall be a bell and spigot configuration using an elastomeric gasket seal. Gaskets shall conform to ASTM F 477.

2.2 SUBSURFACE DRAINS

A. Subsurface drain pipe

Corrugated perforated high density polyethylene pipe meeting AASHTO M252, Type C, size as indicated. The piping shall have a factory installed geotextile wrapping, or "sock."

B. Rock/Gravel Backfill - No. 789 Stone, Per ASTM C 33.

- #### C. EZFLOW Drain Pipe – Black, single-wall, corrugated EZflow drainage pipe meeting ASTM F405 standard specifications. Geosynthetic aggregate is made from 100% recycled polystyrene (EPS) materials. Piping shall have a factory installed 30-sieve geotextile mesh fabric in accordance with ASTM D-3786. See Technical Specifications Sheet at: <https://www.ndspro.com/PDFs/Tech-Spec-Sheets/EZflow-Specifications-Sheets.pdf>.

2.3 MISCELLANEOUS MATERIALS

A. Precast Concrete Manhole/Drop Inlet Sections

Precast concrete storm structure boxes shall conform to SCDOT-SS Section 719.2.9, "Precast Reinforced Concrete Drainage Structures."

B. Frames, Covers, and Gratings

Frames, covers, and gratings shall be of the nominal type and size indicated on the construction drawings.

PART 3 - EXECUTION

3.1 INSTALLATION OF PIPELINES AND APPURTENANT CONSTRUCTION

A. General Requirements for Installation of Pipelines

These requirements shall apply to pipeline installation except where specific exception is made under paragraph entitled "Special Requirements."

1. Location: The work covered by this section shall be as indicated on the drawings.
2. Earthwork: Perform earthwork operations in accordance with Section 31 20 00, EARTH MOVING.
3. All existing and new storm drainage pipes, inlets, manholes and structures on site shall be protected against eroded soils and sediment.

B. Pipe Laying and Jointing

Inspect each pipe and fitting before and after installation; remove those found defective from site and replace with new. Provide proper facilities for lowering sections of pipe into trenches. Lay pipe with the bell or groove ends in the upgrade direction. Adjust spigots in bells or tongues in grooves to produce a uniform space. Blocking or wedging between tongues and grooves will not be permitted. Install joint gasket material as recommended by the manufacturer of the pipe being laid.

Concrete tongue and groove pipe joints shall be wrapped with an exterior layer of nonwoven filter fabric with a minimum width of 12 inches, and a minimum of 12 inches of overlap at the ends, with the top overlap being from the top and ending on the side of the pipe not the crown. Ensure wrapping is firmly secured to pipe and itself to prevent loosening or separation during the backfilling operations.

Replace by one of the proper dimensions any pipe or fitting that does not allow sufficient space for proper caulking or installation of joint gasket material. Under no circumstances shall pipe be laid in water, and no pipe shall be laid when trench conditions or weather are unsuitable for such work. Diversion of drainage or dewatering of trenches during construction shall be provided as necessary.

When pipes are protected by headwalls or connect with drainage structures, the exposed ends of the pipe shall be placed or cut flush with the face of the structure. After the pipe is cut, the rough edges shall be smoothed up in an approved manner. At the end of each workday, close open ends of pipe temporarily with wood blocks or bulkheads, or other approved erosion control material to protect pipe from erodible soils and debris.

Provide batterboards not more than 25 feet apart in trenches for checking and ensuring that pipe invert elevations are as indicated. Laser beam method may be used in lieu of batterboards for the same purpose.

All pipe in-place shall be inspected and approved before being covered and concealed.

C. Special Requirements

Polyethylene subsurface drains shall be installed per manufacturer's recommendations. Gravel backfill shall be laid to depths and compaction levels as indicated.

D. Drop Inlet Construction

Construct base slab of cast-in-place concrete or use precast concrete base sections. For cast-in-place concrete construction, either pour bottom slabs and walls integrally or key and bond walls to bottom slab. For precast concrete construction, make joint between sections with the gaskets specified for this purpose; install in the manner specified for installing joints in concrete piping. Give a smooth finish to inside joints of precast concrete drop inlets. Parging will not be required for precast concrete manholes. Drop inlets, or other structures shall be constructed to the line and dimension shown on the construction drawings.

3.3 FIELD QUALITY CONTROL

A. Field Tests and Inspections

The Engineer will conduct field inspections and witness field tests specified in this section. The Contractor shall perform field tests and provide, labor, equipment, and incidentals required for testing. Be able to produce evidence, when required, that each item of work has been constructed properly in accordance with the drawings and specifications. Coordinate and schedule all tests and inspections with the Engineer a minimum of 48 hours (2 working days) in advance of the test.

B. Pipeline Testing

Check each straight run of pipeline for gross deficiencies by holding a light in a manhole; it shall show a practically full circle of light through the pipeline when viewed from the adjoining end of line. Upon completion of work, the entire piped drainage system shall be cleaned.

C. Post Installation Inspection

Inspection criteria shall be based on ASTM C1840 Standard Practice for inspection and acceptance of installed reinforced concrete culvert, storm drain and storm sewer pipe.

3.4 RECORD CLOSEOUT DOCUMENTS

- A. Provide final As-built Record Drawings of the completed storm water improvements and submit for approval.

Record Drawings must identify at a minimum:

1. each storm drain pipe installed, its size, material, invert elevation at the downstream outlet and the upstream inlet, length and the resultant pipe slope;
 2. each storm box structure, manhole, catch basin and curb inlet; the structure top elevation:, for curb inlets, swale inlets and detention basin outlet control structures, also indicate the inlet elevation and size of weirs and orifices.
- B. Retain the services of a Registered Land Surveyor and comply with these and the requirements specified in Section 017123, "Construction Stakeout and Field Engineering" and the requirements of this section. The Contractor will be provided a copy of the original Site electronic CAD files to use as a base for the creation of these as-built record drawings.

END OF SECTION 334100

CPR COMMITTEE and/or COUNCIL AGENDA

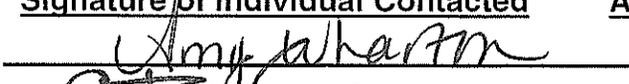
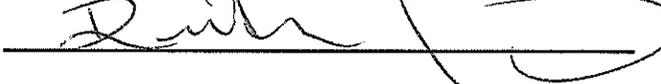
11.)

TO: John J. Tecklenburg, Mayor
FROM: Steve Kirk / Andrew Jones DEPT. Stormwater Management
SUBJECT: SPRING-FISHBURNE US17 PHASE 3 FEE AMENDMENT #20

REQUEST: Approval of Fee Amendment #20 with Davis & Floyd in the amount of \$428,757.00 for additional CEI services based upon the continuation of services beyond the revised construction contract end date of 11 October 2019 to the proposed contract end date of 19 May 2020 and covers anticipated additional effort between the latest project date of completion (31 July 2020).

COMMITTEE OF COUNCIL: Ways & Means DATE: March 24, 2020

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

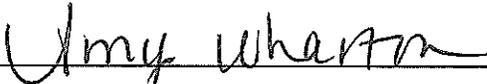
	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Dir. of SW Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
MBE Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

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

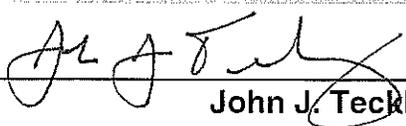
If yes, provide the following: Dept/Div SW Mgmt-Project Mgmt Acct # 050358-58238

Balance in Account \$428,757.00 Amount needed for this item \$428,757.00

NEED: Identify any critical time constraint(s). Current CEI services contract will expire 31 March 2020.

CFO's Signature: 

FISCAL IMPACT: Approval of Fee Amendment #20 will increase the Phase 3 portion of the overall Professional Services Contract by \$428,757.00 (from \$6,496,769.00 to \$6,925,526.00). The funding sources for this project are: State Infrastructure Bank (\$49,000,000.00), Capital Contribution (\$59,532.00), and Drainage Fund (\$42,000.00).

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.

DAVIS & FLOYD

SINCE 1954

January 30, 2019

Matthew Fountain, PE, PG
Director
Department of Stormwater Management
City of Charleston
2 George Street, 2nd Floor
Charleston, SC 29401

via email this day: fountainm@charleston-sc.gov

Re: Request for Amendment 20
Extended CEI Services thru July 2020
Division 1 – (Phase 03) Tunnels & Shafts
Spring / Fishburne US17 Drainage Improvements

Dear Mr. Fountain:

Davis & Floyd (D&F) respectfully submits this proposal to extend professional services to support Spring / Fishburne Phase 03 Tunnels and Shafts Project.

The Contractor's December 2019 construction schedule and current projections extend the Final Completion date for construction to June 17, 2020. As requested, the CEI team has assessed the current fee remaining in our engineering contract and considered the services required through this extended construction duration in order to support the City through the Contractor's projected Final Completion date and subsequent close-out of the construction contract.

The fee for this extension of services is based upon projected hours and continues the provision of services through July 31, 2020, as outlined in the attached CEI Roles and Responsibilities Matrix. Such services include, but are not limited to, onsite resident engineering and inspection, construction materials testing, construction documentation and reporting, construction administration, contract management, risk management, change management, and engineer of record services. While the fee includes time budgeted for disputes resolution services, including review of and recommendations for Change Proposals and Claims and attendance at scheduled Claims negotiation meetings between the City and Contractor, it does not include costs associated with preparation for DRB Advisory Opinions or Formal Hearings, nor dispute resolution steps in addition to or beyond the DRB.

It is proposed that the compensation for the services provided through this Amendment be provided on a time and expense basis in an amount not to exceed **\$428,757.00** and in accordance with the attached Standard Personnel Rate and Reimbursable Expense Schedule. A breakdown of forecasted effort and cost - through July 31, 2020 - is shown below and

3229 W. Montague Avenue, North Charleston, SC 29418
o. (843) 554-8602 f. (843) 747-6485

WWW.DAVISFLOYD.COM

further demonstrated in the attached Tunnels & Shafts Projected CEI Services thru July 2020 exhibit.

Consultant	Amendment 20
Black & Veatch (including reduced 5% markup)	\$ 341,880.00
Davis & Floyd	\$ 60,627.00
SCI, Inc. (including reduced 5% markup)	\$ 26,250.00
Total Amendment 20	\$ 428,757.00

Please feel free to call should you have any questions, or if we may provide additional information to assist with your review of these extended services.

Very truly yours,

DAVIS & FLOYD



Michael V. Horton, PE, CFM, LEED-AP
Chief Engineering Officer

Enclosures:

- Exhibit - CEI Roles and Responsibilities Matrix
- Exhibit - Tunnels & Shafts Projected CEI Services thru July 2020
- Amendment No. 20 Form of Agreement
- D&F Standard Personnel Rate and Reimbursable Expense Schedule

CEI RESPONSIBILITY MATRIX



City of Charleston- Spring/Fishburne Phase 3

		DAVIS & FLOYD	BLACK & VEATCH
P	Primary Responsibility		
S	Secondary Responsibility		
24-Mar-16			
Construction Phase			
1	General Administration of the Construction Contract	S	P
2	Conduct Pre-Construction Conference	S	P
3	Provide Construction Observation		P
4	Provide Periodic Specialty Inspection	S	P
5	Monitor Contractor's Construction Schedule		P
6	Inform Owner of Progress and Quality of Work	S	P
7	Public and Business Coordination	S	P
8	Utility Coordination	P	S
9	Environmental and Permitting Coordination	P	S
10	Traffic Control and T&T/DOT Coordination	P	S
11	Survey Control and Verification	P	S
12	Differing Site Conditions		P
13	Identify Non-Conforming Work	S	P
14	Recommend Corrective Measures of Defective Work	S	P
15	Issue Field Documentation		P
16	Review Contractor's Submittals	S	P
17	Review Contractor's Substitutes and Deviations	S	P
18	Review Contractor's Test Procedures and Certificates		P
19	Dispute Resolution	S	P
20	Review Contractor's Pay Applications & Recommend Payment		P
21	Approve Contractor's Pay Applications		P
22	Assemble & Review manuals, warranties, bonds, samples & certificates		P
Closeout Phase			
23	Evaluate Contractor's Notice of Substantial Completion		P
24	Conduct Punchlist Inspection	S	P
25	Conduct Final Inspection	S	P

DAVIS & FLOYD

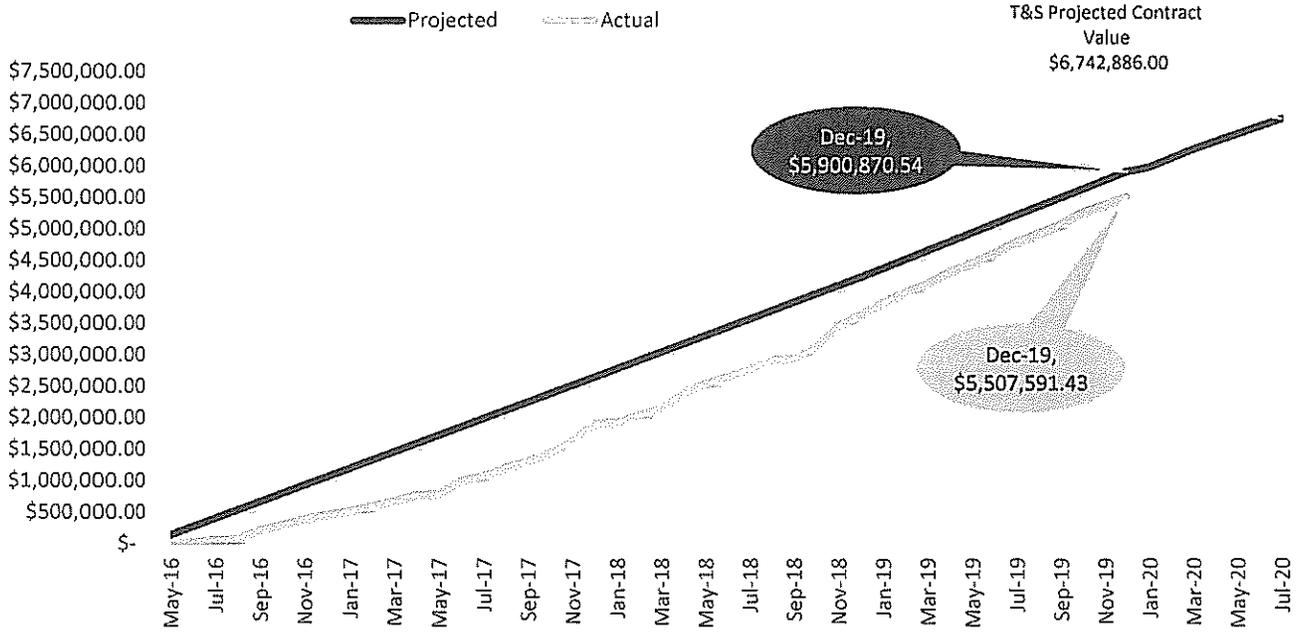
SINCE 1954



BLACK & VEATCH
Building a world of difference.

Exhibit - Tunnels & Shafts Projected CEI Services thru July 2020
Spring / Fishburne US 7 Drainage Improvements

Total Projected Effort thru 7/2020
Amendment 20 - Extended Tunnels & Shafts CEI Services



D&F Projected Effort (D&F Phase 21) thru 7/2020
Amendment 20 - Extended Tunnels & Shafts CEI Services

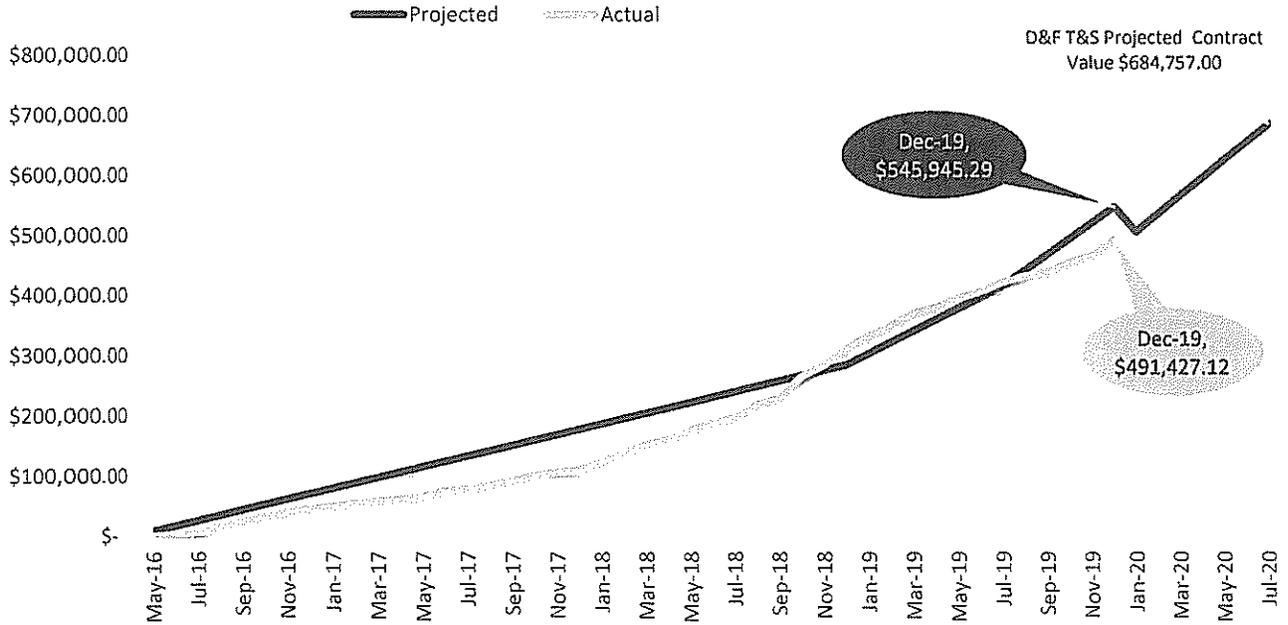
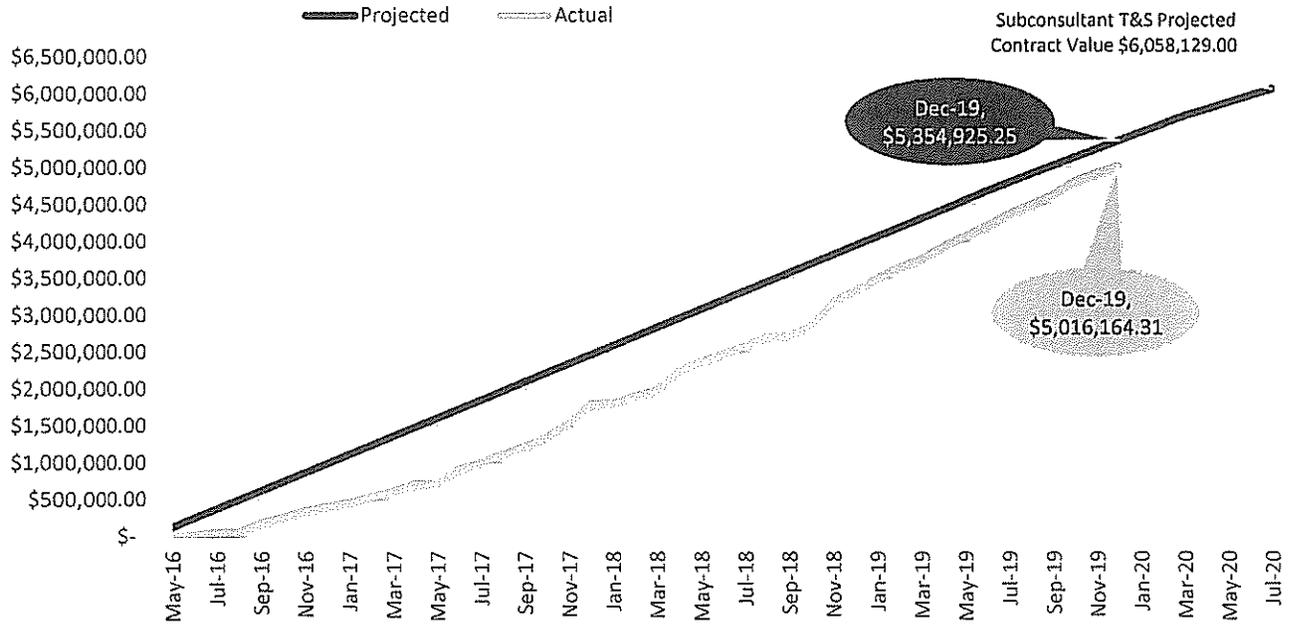


Exhibit - Tunnels & Shafts Projected CEI Services thru July 2020
 Spring / Fishburne US 7 Drainage Improvements

Subconsultant Projected Effort (D&F Phase 22) thru 7/2020
Amendment 20 - Extended Tunnels & Shafts CEI Services



AMENDMENT NO. 20
TO THE
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Project: Spring/Fishburne Drainage Improvements
Extended CEI Services thru July 2020
Division I – (Phase 03) Tunnels & Shafts

INITIAL:

OWNER: _____

ENGINEER: _____

This is an Amendment to the Agreement between the City of Charleston (Owner) and Davis & Floyd, Inc. (Engineer) dated March 26, 1999 (hereafter referred to as the Agreement). This said Amendment is effective as of _____.

1. Owner and Engineer, in consideration of their mutual covenants as set forth herein, agree to expand the Scope of Work of the Agreement.

Extended Construction Engineering and Inspection Services for Phase 3 - Division I: Tunnels and Shafts Construction: The Scope of Services will be expanded to include Construction Engineering and Inspection for Contract Management and Administration, Construction Phase Engineering, and Inspection and Testing based upon the Contractor's extended schedule for completion of July 31, 2020.

2. Engineer shall submit to the Owner an itemized statement identifying the individuals that worked on the task, the hourly rate for each individual and an itemized statement of any reimbursable expenses for the Owner's approval. Due to the understanding that the amount of effort required for all additional services will be dictated by factors controlled by regulatory agencies, construction duration, and level of assistance requested by the City, this work will be completed and billed to the Owner on an hourly basis plus actual expenses.

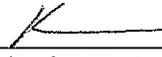
Additional service items will be billed using the attached Personnel and Reimbursable Expenses Rate Schedule and will not exceed \$428,757.00 without written authorization.

3. Owner and Engineer agree to amend Exhibit C, Article 4, C4.01, A.1 of the Agreement to increase the total contract amount to \$28,640,375.86 (an increase of \$428,757.00).
4. In all other respects, the Agreement remains unmodified and in full force and effect.

City of Charleston
OWNER

Davis & Floyd, Inc.
ENGINEER

By: _____
Name: John J. Tecklenburg
Title: Mayor
Address: P.O. Box 652
Charleston, SC 29402

By:  _____
Name: Michael V. Horton, PE, CFM, LEED-AP
Title: Chief Engineering Officer
Address: P.O. Box 61599
Charleston, SC 29419

DAVIS & FLOYD

SINCE 1954

Standard Personnel Rate Schedule	
Category	Rate: \$/hour
Principal	\$231.00
Senior Project Manager	\$184.00
Project Manager Senior Engineer	\$168.00
Senior Architect Senior Transportation Planner	\$158.00
Program Director Senior Landscape Architect Resident Construction Manager Computer Specialist Department Manager	\$147.00
Engineer Architect Landscape Architect Specifications Writer	\$137.00
Senior Inspector	\$131.00
Licensed Surveyor Transportation Planner	\$126.00
Senior Designer GIS Specialist	\$121.00
Staff Engineer Inspector Permitting Specialist Transportation Planner Assistant GIS Analyst	\$105.00
Designer Accountant (1)	\$100.00
Survey Crew Chief	\$95.00
Computer Technician	\$84.00
Clerical	\$68.00
Survey Field Technician Intern Technician	\$63.00

- (1) Accountant labor may be charged for time to assemble invoice documentation in a manner not normally provided by Davis & Floyd.
- (2) An overtime premium up to one-half the above rates may be charged in addition to the above rates for personnel compensated for overtime.
- (3) Field Equipment may be charged for use of survey/environmental equipment when used in the field by Davis & Floyd employees.

Reimbursable Expense Schedule		
Category	Unit	Unit Rate
Copies/Prints		
<i>Standard 8.5 x 11</i>	page	\$0.15 BW / \$1.00 Color
<i>Oversized</i>	square feet	\$0.25 BW / \$6.00 Color
<i>Mylar copy</i>	sheet	\$25.00
Mileage	mile	Current federal rate
Direct Expenses		Actual cost + 15%

SEPTEMBER 2019

Note: All rates are subject to change.

**City of Charleston
Construction Change Order**

PROJECT: SPRING/FISHBURNE DRAINAGE IMPROVEMENT PROJECT – PHASE 3

CONTRACTOR: JAY DEE CONTRACTORS, INC.

CHANGE ORDER NO.: 12

1. Description of the Change Order: This Change Order includes no adjustment to Contract Amount. The Owner's Contingency Cash Allowance will be used for payment of all additional costs. CONTRACTOR agrees that \$450,000 will be paid via the Owner's Contingency Cash Allowance. CONTRACTOR and the City of Charleston agree that the negotiated amount covers the claims listed below and any other claims that may exist for any conditions, actions or omissions that have occurred to date, except for those listed in the CONTRACTOR's Global Settlement Acceptance Letter dated 2 Mar 2020. CONTRACTOR acknowledges that by accepting this change order it waives and releases any and all claims that it may have on this project through the date of this change order, including but not limited to cumulative or impact claims for delays, inefficiencies and accelerations (actual or constructive) that may have occurred on the Project, except for those listed in the CONTRACTOR's Global Settlement Acceptance Letter dated 2 Mar 2020.

1. OCCA 24 dated 02/07/20 – Additional costs associated with video inspection of six drop shafts.
2. OCCA 25 dated 02/07/20 – Negotiated Global Settlement of all outstanding Claims/Change Proposals with requested changes to Contract Time and/or Contract Price.
 - a. CLAIM by Jay Dee Contractors, Inc. dated October 3, 2019 associated with grouting of multiple shafts.
 - b. CLAIM for Tunnel Tour dated October 4, 2019 associated with a site visit to accommodate select stakeholders.
 - c. Change Proposal 17 dated August 27, 2019 associated with removal of sediment from the Line St drop shaft.

2. Adjustments to the Contract Amount:

Original Contract Amount	\$	<u>33,648,250.00</u>
Change by Previously Approved Change Orders	\$	<u>0.00</u>
Contract Amount prior to this Change Order	\$	<u>33,648,250.00</u>
Amount of this Change Order	\$	<u>0.00</u>
New Contract Amount, including this Change Order	\$	<u>33,648,250.00</u>

3. Adjustments in Contract Time:

Original Date for Substantial Completion.....	<u>5 June 2019</u>
Change in Calendar Days by Previously Approved Change Orders	<u>124 Days</u>
Date for Substantial Completion prior to this Change Order.....	<u>13 Sept 2019</u>
Change in Calendar Days for this Change Order	<u>225 Days</u>
New Date for Substantial Completion	<u>19 May 2020</u>

4. Amount of this Change Order performed by MBE \$ 0.00

INVOICE



JAY DEE CONTRACTORS, INC.

263 Fishburne St, Unit A
 Charleston, SC 29403
 Phone: 734.245.0567 Fax: 843.410.1489

Bill To:
City of Charleston

Date	Invoice No.
3/3/2020	358 - 003

Description	Qty	Unit	Rate	Amount
Drop Shaft Inspection Services - AET	6	ea	1250	7500
Jay Dee Contractors, Inc Markup 5%	1	ea	5%	375

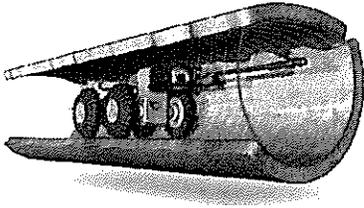
Total Amount Due This Invoice \$ 7875

TERMS. ALL ACCOUNTS ARE DUE ON THE 10TH OF THE MONTH FOLLOWING DATE OF INVOICE. ONE AND ONE HALF PERCENT PER MONTH SERVICE CHARGE WILL BE ADDED ON ALL PAST DUE BALANCES. ANNUAL PERCENTAGE RATE 18%.

INVOICE

#2020-001

AET SERVICES



ROBOTIC INSPECTIONS

358
00-0008 SU
JPK 1/27/2020
*Video Inspection of
all adit drop casings
other than ASHE and
COURTENAY.

Date: January 24, 2020

PO #	Payment Terms	Project Name
358-233	Due upon Receipt	Charleston Downshafts

Carrie Hawrylak
38777 Schoolcraft Rd
Livonia, MI 48150

ATTN: Jeff Kolzow, Project Engineer

#	Description	Qualifier	\$ Per	Total
6	Drop Shaft Inspections	Per Each	\$1,250.00	\$ 7,500.00
	Price Includes Minimal Traffic Control			
	Mobe/Demobe			
	Unit rate will not change if more drop shaft inspections are required			
	Per Diem			
	Total			\$ 7,500.00

A 2% Discount is given for paid upon receipt payments. This would mean that we receive payment within 5 business days of receipt of the invoice, preferably by means of ACH or expedited check.

AET has been pleased to provide this service to you should there be any questions please feel free to call. We look forward to working with you again in the near future.

623 Rices Creek Road

Liberty, SC 29657

1-844-8TOPGUN
email: aettopgun@att.net

Project: Spring/Fishburne US17 Drainage Improvements, Division I (Phase 3) - Tunnels and Shafts

Contract Date: June 7, 2016

Owner Project Number: 98-0011

NATURE OF THE CHANGES

Global Settlement of Current, Outstanding Items

Description: Negotiated Global Settlement of all outstanding items with requested changes to Contract Time and/or Contract Price including the 'Shaft Grouting' CLAIM by Jay Dee Contractors, Inc. dated October 3, 2019; the CLAIM for Tunnel Tour dated October 4, 2019; and Change Proposal 17 dated August 27, 2019 associated with removal of sediment from the Line St drop shaft. This Global Settlement also includes an increase in the Contract Times of 225 calendar days.

SUMMARY OF COSTS

Labor:	<u>\$0.00</u>	Material:	<u>\$0.00</u>	Equipment:	<u>\$0.00</u>
Insurance & Bonds:	<u>\$0.00</u>	DRB Allowance:	<u>\$0.00</u>	Other:	<u>\$0.00</u>
Engineering:	<u>\$0.00</u>	Indirect Costs:	<u>\$0.00</u>	Negotiated Total:	<u>\$450,000.00</u>

CHANGES TO OWNER'S CONTINGENCY CASH ALLOWANCE

Owner's Contingency Cash Allowance, Bid Item 3, Original Amount:	<u>\$2,000,000.00</u>
Previously Approved OCCA to Date:	<u>\$1,234,901.11</u>
Approved OCCA with this Form:	<u>\$450,000.00</u>
Remaining OCCA:	<u>\$315,098.89</u>
Additional Pending OCCA Items:	<u>\$0.00</u>

Not valid until signed by the Owner, Contractor, and Engineer.

Signed	<u>David Stacey</u>	<u>Kyle White</u>
Print	<u>DAVID STACEY</u>	<u>Kyle White</u>
Title	<u>Project Manager</u>	<u>Resident Engineer</u>
Date	<u>3/4/20</u>	<u>3/4/20</u>

Owner	Contractor	Engineer
City of Charleston	Jay Dee Contractors, Inc.	Black & Veatch
2 George St, Suite 2100	3877 Schoolcraft Rd	550 King St, Suite 400
Charleston, SC 29401	Livonia, MI 48150	Charleston, SC 29403

CPR COMMITTEE and/or COUNCIL AGENDA

13.)

TO: John J. Tecklenburg, Mayor
FROM: Frank Newham / Andrew Jones **DEPT.** Parks-Capital Projects
SUBJECT: LOW BATTERY SEAWALL REPAIRS-PHASE I CHANGE ORDER #1

REQUEST: Approval of Change Order #1 in the amount of \$328,191.00 for a new pile redesign and implementation based on existing pile conflicts that were discovered during exploratory excavation and coring to verify existing pile design. Approval of this change order also adds 25 days to the date of substantial completion setting a new date of 1/8/2021.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** March 24, 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>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
Capital Projects Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>

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

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051160-58240
Balance in Account \$328,191.00 Amount needed for this item \$328,191.00
Project Number CP1526

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: Approval of Change Order #1 will increase the construction contract by \$328,191.00 (from \$10,930,451.00 to \$11,258,642.00). The funding sources for this project are: Hospitality Funds (\$13,087,957.53), Municipal Accommodations Tax Funds (\$12,382,816.00), and Charleston County Accommodations Tax Fees (\$400,000.00).

Mayor's Signature: [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 Change Order**

PROJECT: 201419 _____ Low Battery Restoration Project – Phase I (Tradd St. to Ashley Blvd.)
(NUMBER) (NAME)

CONTRACTOR: GULF STREAM CONSTRUCTION COMPANY

CHANGE ORDER NO.: 01

1. Description of the Change Order:

Existing pile conflicts with new pile design. Exploratory excavation and coring to verify existing pile spacing, redesign of micro pile system, additional pile requirements.

See attached documents for additional information.

2. Adjustments to the Contract Amount:

Original Contract Amount	\$ 10,930,451.00
Change by Previously Approved Change Orders	\$ 0
Contract Amount prior to this Change Order	\$ 10,930,451
Amount of this Change Order	\$ 328,191.00
New Contract Amount, including this Change Order	\$ 11,258,642.00

3. Adjustments in Contract Time:

Original Date for Substantial Completion	<u>12/01/2020</u>
Change in Days by Previously Approved Change Orders	<u>0</u> Days
Change in Days for this Change Order	<u>25</u> Days
New Date for Substantial Completion	<u>01/08/2021</u>

4. Amount of this Change Order performed by MBE..... \$ 0

Johnson, Mirmiran & Thompson,
Inc.
Architect/ Engineer

Gulf Stream Construction Company
Contractor

City of Charleston
Owner

235 Magrath Darby Boulevard,
Suite 275
Mt. Pleasant, SC 29464
Address

1983 Technology Drive
Charleston, SC 29492
Address

80 Broad St
Charleston, SC 29401
Address

Laura E. Boisclair
Signature

J Ballard
Signature

Signature

By: Laura E. Boisclair

By: Justin Ballard

By: John J. Tecklenburg

Date: 03/04/2020

Date: 3/2/2020

Date: _____



GULF STREAM

CONSTRUCTION

1983 Technology Drive • Charleston, SC 29492

(843) 572-4363 • Fax (843) 572-9609

www.gulfstreamconstruction.com

To: City Of Charleston	Contact: Matthew Fountain PE PG
Address: 823 Meeting Street Charleston, SC 29403 USA	Phone: (843) 720-1983 Fax: (843) 724-7300
Project Name: Low Battery Restoration - COR01 - Micropile Redesign REV1	Bid Number: 20192260
Project Location: Tradd Street To Ashley Blvd, Charleston, SC	Bid Date: 2/26/2020
Addendum #: 7	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Additional Micro-piles (Per Contract Unit Rate)	4,203.00	VLF	\$64.00	\$268,992.00
Engineering Services (Palmetto Gunite)	1.00	LS	\$34,500.00	\$34,500.00
Exploratory Core Work Prior To Redesign (Penhall)	1.00	LS	\$24,699.00	\$24,699.00

Total Bid Price: \$328,191.00

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Gulf Stream Construction Company Inc</p> <p>Authorized Signature: _____</p> <p>Estimator: Justin Ballard (843) 572-4363 jballard@gulfstreamconstruction.com</p>
---	--



Reply To:

- P.O. Box 388 - Ravenel, S.C. 29470-0388 - (843) 889-2227

P.O. Box 532 - Sheffield, AL 35660-0532 - (256) 767-0476

February 28, 2020

Justin Ballard
Gulf Stream Construction
1983 Technology Drive
Charleston, SC 29492

Re: Low Battery – Micropile Change Order

Justin,

The following quantities are required for the redesigned vertical piles and obstructions. In total, there are 53 new micropiles.

5 piles	105' long
3 piles	86' long
45 piles	76' long

In total, there are 4203 LF of additional piles. The additional cost for the engineering for the redesigned piles is \$30,000.00. Pile locations and depths were provided in the latest Micropile submittal revision 3 dated February 10, 2020.

If you have any questions, please contact our office.

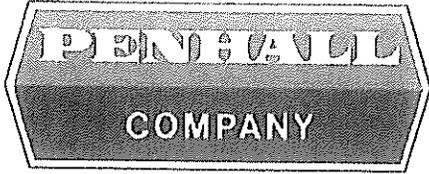
Sincerely,

Palmetto Gunite Construction Company, Inc.

William Snow, Jr., P.E.
Senior Project Engineer
South Carolina: P.E. – 33973



This company endorses the Professional Standards
of the American Subcontractors Association.



REQUEST OF CHANGE ORDER

To: Gulf Stream Construction
1983 Technology Drive 200
Charleston SC 29492

Date: February 14, 2020

R.E. Project: Low Battery Phase I
Contract/Subcontract No.: GSCC Job No.201419
Change Estimate No.: 1 Exploratory core drilling for micro piles Sta 0+88.5 to Sta 2+00

Gentlemen:

This will confirm our agreement with your authorized representative, Justin Ballard
to modify our contract to perform the following additions, deletions or revisions in the work on the terms stated.

Description (identify documents, if any): Core drill as directed to try and miss existing substructure. See attached
Estimate for Scope Change with daily tickets.

Lump Sum Price: \$21,477.50

Extension of Completion Date: n/a days n/a

In reliance on your instruction to proceed without a written change order, we are performing this additional work. If your understanding is otherwise, please advise us immediately. Please acknowledge receipt of this document and acceptance of this contract modification by signing below and returning a copy. Inaction on your part will be construed by Penhall Comapny as active acceptance.

Very truly yours,

PENHALL COMPANY

By: Shannon Howard

Title: Shannon Howard, Project Manager

CUSTOMER APPROVAL

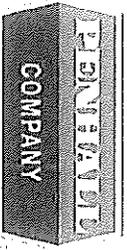
By:

Title:

[X] 3170-B Stanton Ct., N. Charleston, SC 29418

Estimate For Scope Change

Estimate For Scope Change



Job No. <u>412.200001</u>	Project Name <u>Low Battery Phase I</u>
Sub Job _____	Contractor/Owner <u>Gulf Stream Construction</u>
Customer No. _____	C. O. Request # _____
C.O.R. Date <u>2/14/2020</u>	Drilling for Micro Piles Sta 0+88.5 to Sta 2+00

Item #	Item Description	Hours	Rate	Sub total	Ticket Date	Notes
1	Operated Core Drill with Tools & Equipment	8.50	\$ 155.00	\$ 1,317.50	1/13/20	1 Battered hole 12" x 60" hit pile move to new elevation
2	Technician Assistant	2.00	\$ 75.00	\$ 150.00	1/13/20	
3	Operated Core Drill with Tools & Equipment	8.50	\$ 155.00	\$ 1,317.50	1/17/20	1 hole 12" x 70" deep hit pile moved layout
4	Technician Assistant	8.50	\$ 75.00	\$ 637.50	1/17/20	
5	Operated Core Drill with Tools & Equipment	8.50	\$ 155.00	\$ 1,317.50	1/20/20	1 hole 12" x 60" bit stuck on unforeseen material move layout
6	Technician Assistant	8.50	\$ 75.00	\$ 637.50	1/20/20	
7	Operated Core Drill with Tools & Equipment	8.50	\$ 155.00	\$ 1,317.50	1/21/20	2 holes 60" deep hit wood piles move layout
8	Operated Core Drill with Tools & Equipment	8.50	\$ 155.00	\$ 1,317.50	1/21/20	
9	Operated Core Drill with Tools & Equipment	7.50	\$ 155.00	\$ 1,162.50	1/23/20	tidal flooding dig out new work area
10	Operated Core Drill with Tools & Equipment	7.90	\$ 155.00	\$ 1,162.50	1/23/20	2 holes 72" deep both hit piles move layout
11	Operated Core Drill with Tools & Equipment	7.00	\$ 155.00	\$ 1,085.00	1/24/20	1 hole 60" deep hit pile
12	Operated Core Drill with Tools & Equipment	7.00	\$ 155.00	\$ 1,085.00	1/24/20	1 hole 84" deep got through
13	Operated Core Drill with Tools & Equipment	8.50	\$ 155.00	\$ 1,317.50	1/27/20	1 hole 80" deep hit pile
14	Technician Assistant	8.50	\$ 75.00	\$ 637.50	1/27/20	1 hole 70" deep got through
15	Operated Core Drill with Tools & Equipment	8.50	\$ 155.00	\$ 1,317.50	1/28/20	1 hole 60" deep hit pile
16	Technician Assistant	8.50	\$ 75.00	\$ 637.50	1/28/20	1 hole 60" deep hit decking
17	Operated Core Drill with Tools & Equipment	8.50	\$ 155.00	\$ 1,317.50	1/29/20	1 hole 60" deep hit pile, 1 hole 95" deep hit pile
18	Technician Assistant	8.50	\$ 75.00	\$ 637.50	1/29/20	1 hole 95" deep got through
19	Operated Core Drill with Tools & Equipment	5.00	\$ 155.00	\$ 775.00	1/30/20	Standby for new layout
20	Technician Assistant	5.00	\$ 75.00	\$ 375.00	1/30/20	
21	Operated Core Drill with Tools & Equipment	8.50	\$ 155.00	\$ 1,317.50	2/5/20	Re-mobilize equipment and generator to Sta 8+50
22	Technician Assistant	8.50	\$ 75.00	\$ 637.50	2/5/20	New vertical design 1 hole 12" x 54" good
Total Estimated Costs				\$ 21,477.50		

Comments: Exploratory drilling as directed by Gulf Stream supervision Sta 0+88.5 to Sta 2+00.
 Move equipment and test drill new vertical design Sta 8+50



Phase 1
130.031.001

Page 1

TICKET NO.
4267190

DATE
1 | 13 | 20

7501 Esters Blvd, Ste. 150 • Irving, TX 75063-4036 • (714) 772-6450

CUSTOMER NAME
Goldstreum

CUSTOMER P.O. NO.
CUSTOMER PHONE NO.

BILLING ADDRESS (STREET) (CITY)

JOB ADDRESS (STREET) (CITY) MAP NO.

NEW CUST. NUMBER 110341

JOB NUMBER 412049001

TYPE QUANTITY HOURS UNITS

DESCRIPTION OF WORK PERFORMED

arrived onsite 10:00pm and

waited on standby for lay out

work held by back to leave at 5

Customer has identified, marked and de-energized (as necessary) all utilities. When appropriate, the public locator service has been notified and signed. If not, call dispatch.

Locator No. Customer Signature

Stand By / Remarks:

EQUIP. INSPECTION VERIFICATION INITIAL

- 1. FLAT SAW
- 2. CORE DRILL
- 3. CORE BIT
- 4. HARNESS
- 5. LANYARD
- 6. WALL SAW
- 7. ELECTRICAL CORD
- 8. OTHER TRUCK

NOTICE: The individual signing below represents that he or she is signing on behalf of the owner or contractor, and that he or she has the authority to bind owner or contractor to all of the terms and conditions set forth on the front and reverse side of this job ticket. In this regard, the individual signing below acknowledges that he or she has read, understood and agrees to all of the terms and conditions contained in this job ticket.

Check one... Owner Contractor

CUSTOMER APPROVAL:

TOTAL

Customer Signature to appear on ticket provided by Goldstreum with the ticket form



79 W. 138.131.001

Seq: 1

TICKET NO. 4267291

7501 Esters Blvd., Ste. 150 • Irving, TX 75063-4036 • (714) 772-6450

CUSTOMER NAME **Gulf Stream**

BILLING ADDRESS (STREET) (CITY)

JOB ADDRESS **Battery** (STREET) **Clarksburg** (CITY)

NEW/CUST. NUMBER JOB NUMBER S/S NUMBER

TYPE QUANTITY HOURS UNITS DESCRIPTION OF WORK PERFORMED

Check Russell ticket

Customer has identified, marked and de-energized (as necessary) all utilities. When appropriate, the public locator service has been notified and signed. If not, call dispatch.

Locator No. Customer Signature

Stand By / Remarks:

EQUIP. INSPECTION VERIFICATION

- 1. FLAT SAW
- 2. CORE DRILL
- 3. CORE BIT
- 4. HARNESS
- 5. LANYARD
- 6. WALL SAW
- 7. ELECTRICAL CORD
- 8. OTHER TRUCK

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TOTAL

CUSTOMER APPROVAL:

Check one... Owner Contractor

Customer Signature

Phone
130.131.001



65 SITE TICKET NO.
4267335

7501 Esters Blvd., Ste. 150 • Irving, TX 75063-4036 • (714) 772-6450

DATE 1 | 23 | 20

CUSTOMER NAME Gulfstream CUSTOMER P.O. NO.
BILLING ADDRESS (STREET) (CITY) CUSTOMER PHONE NO.
()

JOB ADDRESS (STREET) (CITY) MAP NO.
12039 112 20001 16393

NEW CUST. NUMBER JOB NUMBER SIS. NUMBER
12039 112 20001 16393

TYPE	QUANTITY (HOURS) UNITS	DESCRIPTION OF WORK PERFORMED	UNIT PRICE	NET AMOUNT
	4	all work on ticket # 4267335		

Customer has identified, marked and de-energized (as necessary) all utilities.
When appropriate, the public locator service has been notified and signed. If not, call dispatch.

Stand By / Remarks: Locator No. Customer Signature

EQUIP. INSPECTION VERIFICATION		INITIAL	TOTAL
1. FLAT SAW			
2. CORE DRILL			
3. CORE BIT			
4. HARNNESS			
5. LANYARD			
6. WALL SAW			
7. ELECTRICAL CORD			
8. OTHER TRUCK			
9. OTHER TRAILER			

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Check one.. Owner Contractor
CUSTOMER APPROVAL:

Customer desires to clean up slurry created by Penhall with its own force.



509:1

TICKET NO.
4267336

7501 Esters Blvd., Ste. 150 • Irving, TX 75063-4036 • (714) 772-6450

CUSTOMER NAME
Bull Stream

DATE
1 24 20

BILLING ADDRESS

CUSTOMER P.O. NO.

JOB ADDRESS

CUSTOMER PHONE NO.

NEW/

MAP NO.

COST. NUMBER

JOB NUMBER

QUANTITY

SLS. NUMBER

HOURS UNITS

DESCRIPTION OF WORK PERFORMED

TYPE

UNIT PRICE

1

1

1

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No Lunch

Customer has identified, marked and de-energized (as necessary) all utilities. When appropriate, the public locator service has been notified and signed. If not, call dispatch.

Locator No.

Customer Signature

Stand By / Remarks:

EQUIP. INSPECTION VERIFICATION

INITIAL	
1. FLAT SAW	
2. CORE DRILL	
3. CORE BIT	
4. HARNESS	
5. LANYARD	
6. WALL SAW	
7. ELECTRICAL CORD	
3. OTHER TRUCK	
3. OTHER TRAILER	

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TOTAL

CUSTOMER APPROVAL:

Check one... Owner Contractor

Customer desires to clean up slurry created by Penhall with its own force.



7501 Esters Blvd., Ste. 150 • Irving, TX 75063-4036 • (714) 772-6450

seq: 1

TICKET NO.
4267342

DATE 1 12 9 20
CUSTOMER P.O. NO.

CUSTOMER NAME *Gulf Stream*
BILLING ADDRESS (STREET) (CITY) (STATE) (ZIP)
CUSTOMER PHONE NO.

JOB ADDRESS (STREET) (CITY) (STATE) (ZIP)
Buffett *Charleston*

NEW	CUST. NUMBER	JOB NUMBER	S.S. NUMBER
	109013141	412.20.0001	16343

TYPE	QUANTITY HOURS UNITS	DESCRIPTION OF WORK PERFORMED	UNIT PRICE	NET AMOUNT
	1	12" Dia 5' Deep to H-T Pipe		
	1	12" Dia 9' Deep to H-T Pipe		
	1	12" Dia 3' Deep to Good		

Customer has identified, marked and de-energized (as necessary) all utilities. When appropriate, the public locator service has been notified and signed. If not, call dispatcher.

Locator No. _____ Customer Signature _____

Stand By / Remarks:

EQUIP. INSPECTION VERIFICATION	INITIAL	TOTAL
--------------------------------	---------	-------

1. FLAT SAW
2. CORE DRILL
3. CORE BIT
4. HARNESS
5. LANYARD
6. WALL SAW
7. ELECTRICAL CORD
8. OTHER TRUCK
9. OTHER TRAILER

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Check one... Owner Contractor

CUSTOMER APPROVAL:

[Signature]

Customer desires to clean up slurry created by Perihall with its own force.

130.131.001



Seq: 1

TICKET NO. 4267453

7501 Esters Blvd, Ste. 150 • Irving, TX 75063-4036 • (714) 772-6450

CUSTOMER NAME

Gulf Stream

DATE

1 29 120

BILLING ADDRESS

(STREET) (CITY)

CUSTOMER P.O. NO.

JOB ADDRESS

(STREET) (CITY)

MAP NO.

NEW

COST. NUMBER

JOB NUMBER

SELS. NUMBER

9

1

B

H

11 1313141

41410000011

16328

TYPE

QUANTITY

DESCRIPTION OF WORK PERFORMED

UNIT PRICE

NET AMOUNT

Take to front of 4267342

Customer has identified, marked and de-energized (as necessary) all utilities. When appropriate, the public locator service has been notified and signed. If not, call dispatch.

Locator No.

Customer Signature

Stand By / Remarks:

EQUIP. INSPECTION VERIFICATION

INITIAL

1. FLAT SAW

2. CORE DRILL

3. CORE BIT

4. HARNESS

5. LANYARD

6. WALL SAW

7. ELECTRICAL CORD

8. OTHER TRUCK

9. OTHER TRAILER

TOTAL

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CUSTOMER APPROVAL: Check one... Owner Contractor

Customer desires to clean up slurry created by Penhall with its own force.

130.131.001



Sec 2

TICKET NO.
4267343

7501 Esters Blvd., Ste. 150 • Irving, TX 75063-4036 • (714) 772-6450

DATE 1 / 30 / 20
CUSTOMER P.O. NO.

CUSTOMER PHONE NO.

CUSTOMER NAME
Boyle Stephens

BILLING ADDRESS
The Parkway

(CITY)

MAP NO.

JOB ADDRESS

McVary Blvd (CITY)
Chouston

MAP NO.

NEW	CUST. NUMBER	JOB NUMBER	SIS. NUMBER	Q	I	B	H
	1310314	412.22010011	10343				
TYPE	QUANTITY HOURS/UNITS	DESCRIPTION OF WORK PERFORMED		UNIT PRICE	NET AMOUNT		
		<i>Stand-By Time</i>					
		<i>7:30-12:30</i>					
		<i>NO Locality</i>					

Customer has identified, marked and de-energized (as necessary) all utilities. When appropriate, the public locator service has been notified and signed. If not, call dispatch.

Locator No.

Customer Signature

Stand By / Remarks:

EQUIP. INSPECTION VERIFICATION

INITIAL

1. FLAT SAW
2. CORE DRILL
3. CORE BIT
4. HARNNESS
5. LANYARD
6. WALL SAW
7. ELECTRICAL CORD
8. OTHER TRUCK
9. OTHER TRAILER

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TOTAL

CUSTOMER APPROVAL:
 Owner Contractor

[Signature]

Customer desires to clean up slurry created by Penhall with its own force.



DATE: _____ TIME: _____

LOCATION: _____

INSPECTION OF _____

By virtue has been granted and assigned to the person or persons who are responsible for the public health service has been notified and a copy of this report shall be made available to the public.

Report No. _____

EQUIP INSPECTION VERIFICATION

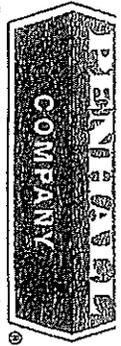
<p>GENERAL</p> <p>NAME: _____</p> <p>ADDRESS: _____</p> <p>CITY: _____</p> <p>STATE: _____</p> <p>ZIP: _____</p> <p>PHONE: _____</p> <p>DATE: _____</p> <p>TIME: _____</p> <p>LOCATION: _____</p> <p>INSPECTION OF: _____</p> <p>INSPECTOR: _____</p> <p>STATUS: _____</p> <p>REMARKS: _____</p>	<p>NOTICE</p> <p>DATE: _____</p> <p>TIME: _____</p> <p>LOCATION: _____</p> <p>INSPECTION OF: _____</p> <p>INSPECTOR: _____</p> <p>STATUS: _____</p> <p>REMARKS: _____</p> <p>CUSTOMER APPROVAL: _____</p>	<p>TOTAL</p> <p>DATE: _____</p> <p>TIME: _____</p> <p>LOCATION: _____</p> <p>INSPECTION OF: _____</p> <p>INSPECTOR: _____</p> <p>STATUS: _____</p> <p>REMARKS: _____</p>
---	--	---

ORIGINAL COPY

30.131.001

50912

4267209



7501 Esters Blvd., Ste. 150 • Irving, TX 75063-4036 • (714) 772-6450

DATE 2.15.20
CUSTOMER P.O. NO.

CUSTOMER NAME **Gulf Stream**

CUSTOMER PHONE NO.

BILLING ADDRESS (STREET) **Bathery** (CITY) **Charleston**

NEW	CUST. NUMBER	JOB NUMBER	SLS. NUMBER	Q	I	B	H
	11201341	412-390901	16343				

JOB ADDRESS	QUANTITY / HOURS UNITS	DESCRIPTION OF WORK PERFORMED	UNIT PRICE	NET AMOUNT
		Check Russell ticket		

[Handwritten Signature]

Customer has identified, marked and de-energized (as necessary) all utilities. When appropriate, the public locator service has been notified and signed. If not, call dispatch.

Locator No. _____ Customer Signature _____

Stand By / Remarks:

EQUIP. INSPECTION VERIFICATION

- 1. FLAT SAW
- 2. CORE DRILL
- 3. CORE BIT
- 4. HARNNESS
- 5. LANYARD
- 6. WALL SAW
- 7. ELECTRICAL CORD
- 8. OTHER TRUCK
- 9. OTHER TRAILER

INITIAL

TOTAL

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Check one... Owner Contractor

CUSTOMER APPROVAL:

Customer desires to clean up slurry created by Penhall with its own force.



Reply To:

□ P.O. Box 3000 - Ravenel, S.C. 29470-0388 - (843) 889-2227

□ P.O. Box 532 - Phenix City, AL 35600-0532 - (256) 767-0476

March 4, 2020

Justin Ballard
Gulf Stream Construction
1983 Technology Drive
Charleston, SC 29492

Re: Low Battery – Micropile Change Order Engineering

Justin,

Below is the cost break down for the engineering cost of \$30,000.00 for the Low Battery Wall Redesign.

Terracon	\$4,000
Structural Engineer	\$7,500
Palmetto Gunite Engineering (\$175/hr, 100 hrs)	\$17,500
Palmetto Gunite Admin/Reporting (\$50/hr, 20 hrs)	\$1,000
Total	\$30,000

If you have any questions, please feel free to contact us.

Sincerely,

Palmetto Gunite Construction Company, Inc.

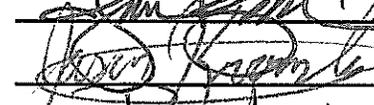
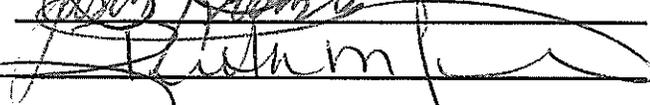
William Snow, Jr., P.E.
Senior Project Engineer
South Carolina: P.E. – 33973

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Ed Boinest / Andrew Jones **DEPT.** Parks – Capital Projects
SUBJECT: ST. JULIAN DEVINE LANDSCAPE RENOVATIONS CONSTRUCTION CONTRACT
REQUEST: Approval of a Construction Contract with AOS Specialty Contractors, Inc., in the amount of \$399,557.00 for site and landscape improvements at the St. Julian Devine Community Center.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** March 24, 2020

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

	Yes	N/A	<u>Signature of Individual Contacted</u>	<u>Attachment</u>
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 checked="" 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

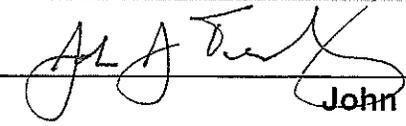
If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051588-52840

Balance in Account \$399,557.00 Amount needed for this item \$399,557.00
Project Number CP1620

NEED: Identify any critical time constraint(s).

CFO's Signature: _____

FISCAL IMPACT: Approval of this Construction Contract will obligate \$399,557.00 of the project budget \$3,110,000.00. 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 Charleston Parks Conservancy 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.

City of Charleston
Short Form Small Construction Contract

THIS CONTRACT, made this 24th day of March, 2020 by and between:

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

and the Contractor: AOS Specialty Contractors, Inc.
1224 Two Notch Road
Lexington, SC 29073

ARCHITECT ENGINEER – The A/E of Record for this Project is: Forsberg Engineering and Surveying, Inc.

WHEREAS, the Owner requires the construction of the project ("the Work") identified as follows:

CP 1620 - St. Julian Devine Community Center Site Improvements
(Project Number) - (Project Name)

Short Description of the Project: **Site Improvements and Landscape Work**

WHEREAS, the Contractor, whose South Carolina professional license is G-111758, is prepared and qualified to provide the City requested services as outlined in the contract documents dated February 10, 2020 and in accordance with the General Terms and Conditions of this Contract.

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

OWNER: City of Charleston CONTRACTOR: AOS Specialty Contractors, Inc.

BY: _____
John J. Tecklenburg
Mayor

BY: *Jane Plante*
(Signature of Contractor Representative)

Jane Plante
(Name of Contractor Representative)

ITS: *Vice President*

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
- d. 70 calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.
- e. 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 \$ 399,557.00 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 One thousand and 00/100 dollars (\$1,000.00) 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: 2/10/2020
 3. the Project Drawings dated 1/9/2020
 4. Bid Addenda issued by the City: Numbers 1, 2, and 3
 5. the Contractor's completed Bid Form; ATTACHED AS EXHIBIT A
 6. all Change Orders and Change Directives;
 7. _____
 8. _____

9. _____
10. _____

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 of 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 3 sets of Shop Drawings (IF APPLICABLE) 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: AOS Specialty Contractors, Inc.
Address: 1224 Two Notch Rd., Lexington, SC 29073

FOR PROJECT: CP 1620 - St. Julian Devine Center Site Improvements

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
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: \$ 399,557.00

Written: Three hundred ninety-nine thousand, five hundred fifty-seven dollars and no cents

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 \$ _____ <i>(to or from BASE BID)</i>
ALTERNATE NO. 2:		ADD/DEDUCT \$ _____ <i>(to or from BASE BID)</i>
ALTERNATE NO. 3:		ADD/DEDUCT \$ _____ <i>(to or from BASE BID)</i>

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	Removal of unsuitable soils	Cubic Yard	\$ 45.00
2	Replacement of soils	Cubic Yard	\$ 45.00
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: AOS Specialty Contractors, Inc.

Jane Plante
Signature

March 3, 2020

Date

Jane Plante

Print Name

Vice President

Title

Maria Peterson
Witness

AFFIDAVIT C

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

Affidavit of AOS Specialty Contractors, Inc.
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
St. Julian Devine Center Site Improvements 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: 03/03/20 Name of Authorized Officer (Print/Type): Jane Plante

Signature: *Jane Plante*

Title: Vice President

Sworn to before me this 3rd day of March, 2020
Notary Public for the State of South Carolina
My Commission Expires: May 14, 2025
Print Name: Joan J. Peterson
Phone Number: 803-798-6831
Address: 1224 Two Notch Rd, Lexington, SC
Joan J. Peterson



FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, AOS Specialty Contractors, Inc.
(Name of Principal)

AS PRINCIPAL, AND North American Specialty Insurance Company
(Name of Surety), as SURETY

are held and firmly bound unto The City of Charleston hereinafter called the "Owner", in the penal sum of ***Five Percent (5%) of the Attached Bid*** 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 March 3, 2020, for Project Name: St. Julian Devine Center Site Improvements and Project Number: CP1620.

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 3rd day of March, 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)

AOS Specialty Contractors, Inc.
(Name of Principal)

By: Jane Plante
Jane Plante, Vice President

(SEAL)

North American Specialty Insurance Company
(Name of Surety)

By: R. E. Cobb
Raymond E. Cobb, Jr., Attorney-in-Fact

Sealed and delivered in the presence of:

[Signature]
[Signature]

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

C. WAYNE McCARTHA, RAYMOND E. COBB, JR.,
and M. KATHRYN McCARTHA-POWERS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 23 day of JANUARY, 2018

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 23 day of JANUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3rd day of March, 2020

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

At the Contractor's option, this form may be substituted with a Power of Attorney form from the Contractor's Surety Company. The Contractor is cautioned that all pertinent information included on this form shall be incorporated in the executed and submitted security form.

CERTIFICATE OF GRANTEE / BORROWER'S ATTORNEY

I, the undersigned, _____,
the duly authorized and acting legal representative of _____
_____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties' names thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

(Signature)

(Date)

CPR COMMITTEE and/or COUNCIL AGENDA

15.)

TO: John J. Tecklenburg, Mayor
 FROM: Ed Boines / Andrew Jones DEPT. Parks – Capital Projects
 SUBJECT: ST. JULIAN DEVINE IMPROVEMENTS CHANGE ORDER #2

REQUEST: Approval of Change Order #2 with Satchel Construction, LLC, in the amount of \$55,619.98 to provide and install new pendant lights on floors 1 & 3, paint exposed brick, remove and replace tile base, repairs to roof decking, replace breakroom cabinets, locker, and entrance door glass, painting changes on all floors, and replace aluminum storefront double doors at north entrance. Approval of this change order also adds 7 days to the date of substantial completing setting a new date of 7/30/2020.

COMMITTEE OF COUNCIL: Ways & Means DATE: March 24, 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>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
Capital Projects Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</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 \$55,619.98 Amount needed for this item \$55,619.98

Project Number CP1620

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: Approval of Change Oder #2 will increase the Construction Contract by \$55,619.98 (from \$599,066.03to \$654,686.01). 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
 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 Change Directive**

PROJECT: CP1620 ST. JULIAN DEVINE CENTER BLDG. RENOVATIONS
(NUMBER) (NAME)

CONTRACTOR: SATCHEL CONSTRUCTION, LLC **CHANGE DIRECTIVE NO.:** 004-A

When signed by the City, this document becomes effective immediately and the Contractor shall proceed with the change(s) described below. The Contractor is hereby directed to make the following change(s) to the Work of the contract:

Provide additional labor and materials to complete 5 Capital Project requested items, listed below, and in accordance with the attached COR #5A from Satchel Construction, LLC.

1. Remove existing 3rd floor pendent lighting at the main room only and at the first floor lobby/game room and install new dimmable L/E.D. pendent lighting per attached cut sheets . This will update the lighting and allow for the new acoustical panels to be installed without having to "split" them, as the majority of escutcheons on the existing lighting are not able to be removed. This does not apply to the first floor lighting as there are no acoustical panels in conflict with existing lighting.
2. Clean, prepare, and paint the existing brick walls at Rooms, 115, 116, and 117. These are parts of the new public restroom areas.
3. Eliminate the specified quarry tile base at Rooms 115, 116, and 117 and install new treated 1 x 4 wood base painted with one primer and two finish coats. The specified tile base is no longer available.
4. Repair and retrofit the light-weight concrete roofing deck from below to stop the leaking using treated plywood, treated wood joists, and clips. This work will assist the roofer (under separate contract) by supporting the substrate and to provide a "backer" for the lightweight concrete fill being installed by them from above. Without this support, the roofer's safety would be jeopardized.
5. Breakroom improvements including new cabinets and countertops, under-cabinet lighting, preparation and painting of all previously painted surfaces, and installing new updated lockers. New flooring is not included and will just be protected and polished at completion.

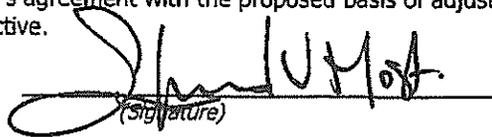
PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: an increase a decrease
 to be determined unchanged
- Not-to-Exceed: \$
 Lump Sum: \$ 27,443.92
 Unit Price of: \$ per
 As determined by the Owner on the basis of reasonable expenditures including overhead and profit. GC to provide all back-up of total costs when known to allow owner to prepare a formal change order.

2. The Contract Time is proposed to: remain unchanged
 increase by 5 calendar days
 decrease by calendar_days

Signature by the Contractor indicates the Contractor's agreement with the proposed basis of adjustment in the Contract Sum and Time set forth in this Construction Change Directive.

Edmund Most, Deputy Director of Capital Projects


(Signature)

2/20/2020
(Date)

N/A
(Print or Type Name of A/E)

N/A
(Signature)

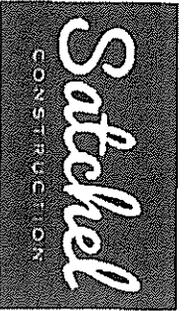
N/A
(Date)

Signature by the Contractor indicates the Contractor's full and complete agreement with the proposed basis of adjustment in the Contract Sum and Time as set forth in this Directive. Change Directives accepted by the Contractor shall be incorporated into a Change Order without further adjustment.

Satchel Construction, LLC
(Name of Contractor)

Judy Full
(Signature)

227-2020
(Date)



SATCHEL CONSTRUCTION, LLC
2133 Dorchester Rd
N Charleston SC 29405

(843) 654-9250 Office

www.satchelconstruction.com

Date: 2.18.2020

Project: Lighting & Misc. Items

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

*Responses to
CCD 4-A*

CHANGE ORDER

Change Order #: 5A

Start Date: TBD

Completion Date: TBD

Div. #	Scope of Work:
	Provide and install new pendant lights on the first and third floor; see attached revised lighting quote
	Painting exposed brick in 115,116,117
	Remove tile base in 115,116,117 and install paint grade pressure treated materials
	Repairs to roof decking from leaks
	Breakroom: remove existing cabinets and dispose; provide new "metro gloss white" base and upper cabinets (see attached); install new solid surface counter; remove under cabinet lighting and replace with new; replace existing locker with new (see attached) VCT flooring may need to be patched in when cabinets get replaced due to different depths (not included)
	Remove and replace entrance doors glass with new

SUMMARY OF WORK											
	LEAD QUANTITY	LEAD UNIT	AMOUNT	LEAD TOTAL	VALUED QUANTITY	VALUED UNIT	MATERIAL	EXPENSED QUANTITY	MATERIAL COST	VALUED TOTAL	TOTAL
1.0 - GENERAL REQUIREMENTS				1,730.00						0.00	1,730.00
Superintendence	40.00	HR	35.75	1,430.00	0.00	LS	1.10	0.00	0.00	1,430.00	1,430.00
Dumpsters	1.00	EA	300.00	300.00	0.00	EA	1.10	0.00	0.00	300.00	300.00
2.0 - SITE WORK											
3.0 - CONCRETE											
4.0 - MASONRY											
5.0 - STEEL											
6.0 - CARPENTRY				750.00						3710.30	4460.30
Casework & Counters	10.00	LS	30.00	30.00	0.00	LS	0.00	0.00	0.00	30.00	4460.30
7.0 - THERMAL & MOISTURE PROTECTION											
8.0 - DOORS, WINDOWS, & GLASS				702.00						0.00	702.00
Glass Subcontractor	2.00	LS	351.00	702.00	0.00	LS	1.10	0.00	0.00	702.00	702.00
9.0 - FINISHES				5700.00						0.00	5700.00
Drywall Subcontractor	1.00	LS	5700.00	5700.00	0.00	LS	1.10	0.00	0.00	5700.00	5700.00
10.0 - SPECIALTIES				150.00						739.20	889.20
Lockers	1.00	LS	150.00	150.00	0.00	LS	1.10	0.00	0.00	150.00	889.20
11.0 - EQUIPMENT											
12.0 - FURNISHINGS											
13.0 - SPECIAL CONSTRUCTION											
14.0 - CONVEYING SYSTEMS											
15.0 - MECHANICAL											
16.0 - ELECTRICAL				4700.00						6510.00	11210.00
Electrical Subcontractor	1.00	LS	4700.00	4700.00	0.00	LS	1.09	1.09	6000.00	6000.00	11210.00
FINANCIALS											
Business License & Permit										23989.00	95.96
Bonding										23989.00	959.56
Overhead										23989.00	1199.45
Profit										23989.00	1199.45
											27,443.92

Satchel Construction, LLC.

2 of 4

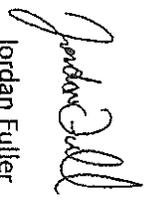
All of the above work to be completed in a substantial and workmanlike manner.

For the sum of: \$27,443.92

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 Satchel Construction, LLC.

undersigned agrees to pay the amount stated in said proposal and according to the terms thereof.

Authorized Signatures/:

Date:

ALBERTO AGUILAR ORTIZ

QUOTE

843-459-6125
sprofessionaldrywall@g
mail.com

8428 W Bluegrass Dr
N Charleston SC
29420

Attention: Jordan Fuller
Satchel Construction
2133 Dorchester Rd
N Charleston SC 29405
Date: 02/25/2020

Project Title: St Julian Devine Community (1 Cooper St)
Project Description: Roof supports

Description	
Build roof supports (material & labor)	

Total **5,700.00**

If you have any questions please feel free to contact Alberto (843) 469-6125 or Rosa (843) 532-9870.

Quote is for labor & material

From: **rodney hunt** huntelectricsc@gmail.com 
Subject: **Re: SJD**
Date: **February 25, 2020 at 7:38 PM**
To: **Jordan Fuller** jordan@satchelconstruction.com
Cc: **Tonya Verhanovitz** tonya@satchelconstruction.com

Yes, this is correct.

On Tue, Feb 25, 2020, 3:16 PM Jordan Fuller <jordan@satchelconstruction.com> wrote:
Rodney,

Based on the conversations with Tonya can you please reply to this email that your quote for the following is accurate:

1st floor lighting replacement (satchel to provide the lights): \$1,900.00
1st floor breakroom lighting replacement (satchel to provide the lights): \$900.00
3rd floor lighting replacement (satchel to provide the lights): \$1,900.00

Thank You,

Jordan A. Fuller
President

Satchel Construction, LLC
2133 Dorchester Rd
N Charleston SC 29405

(843) 654-9250 Ext. 7
(843) 530-4767 Cell

www.satchelconstruction.com





381 CHARLESTON, SC
 3558 W MONTAGUE AVE
 N CHARLESTON SC 29418-5981
 (843) 779-6573

Estimate

#EST280489

2/19/2020

Bill To

Jordan Fuller
 2133 Dorchester RD
 North Charleston SC 29405
 United States

TOTAL

\$2,105.88

Expires: 2/20/2020

Customer	Phone Number	Expires	Exp. Close	Sales Rep	Shipping Method	Store
2011640779	(843) 654-9250	2/20/2020	2/19/2020		DC to Store for Pick-up	

Quantity	Item	Options	Rate	Amount
4	BC30MGW Metro White 30" Base		\$460.00	\$1,840.00
	Kitchen Discount		-40%	(\$736.00)
4	WC3030MGW Metro White 30x30" Wall		\$345.00	\$1,380.00
	Kitchen Discount		-40%	(\$552.00)

Subtotal	\$1,932.00
Discount Total	Discount Total
Shipping Total	\$0.00
Tax Total (%)	\$173.88
Total	\$2,105.88

For Cabinet To Go's current terms and conditions, please refer to our website - www.cabinetstogo.com

Estimate subject to change based upon pickup or delivery location

Initial ___/___

Found in Sent - Exchange Mailbox



Tonya



February 12, 2020 at 3:46 PM

Fwd: Price to paint the room

To: Jordan Fuller

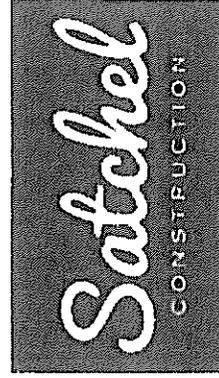
Siri found new contact info in this email: Tonya Verhanovitz tonya@satchelconstruction.com add to Contacts...

The quote for the solid surface is \$1266.89 for a 10' x 25" counter top, that includes a front edge

Tonya Verhanovitz
Project Coordinator

Satchel Construction, LLC
2133 Dorchester Road
N Charleston, SC 29405

(843) 654-9250 x1



See More from E D Contractors Inc.

1. Shipping Address

[Change](#)

Jordan Fuller | Satchel Construction
2133 Dorchester Road, North Charleston, SC 29405
8436549250

Order Summary

Subtotal: \$4,000.36
Shipping: FREE
Tax: \$360.03
Total: **\$4,360.39**

2. Payment Information

Jordan Fuller
Card ending in 2183

[Continue](#)

[Delete](#)

Other Payment Methods

PayPal / PayPal Credit



Pay as low as \$283 per month.



Pay with No Fee Net 30 or Financing



Add Credit or Debit Card





Find anything home...



[Furniture](#) [Bed & Bath](#) [Rugs](#) [Décor & Pillows](#) [Outdoor Storage](#) [Lighting](#) [Kitchen](#) [Baby & Kids](#) [Renovation](#) [Appliances](#) [Pet](#) [Regis](#)

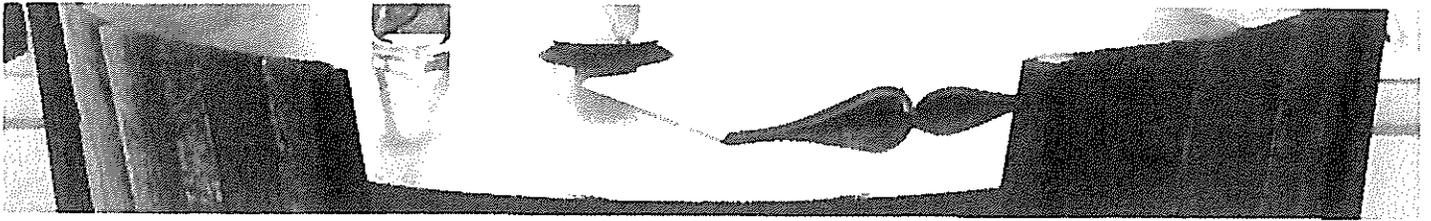
SKU: MCRW6000

Conover 1 - Light Single Dome Pendant

[Mercury Row](#)

[352 Reviews](#)





\$71.99
On Sale

Use Code **Quorum20** for an additional 20% off!

[Unlock insider pricing](#)

FREE Shipping

Wed, Feb 26

[29464 - Mount Pleasant](#) ▾

Matte Black, \$71.99



Add Installation (from \$101.99)



Get 25% OFF Installation with **MYWAY** [Learn More](#)

1



♡ Save

Product Overview

At a Glance



Dry Location



Adjustability: Adjustable Height



Features: Dimmable

Description



Whether it's for their eye-catching style, handy illumination, or space-conscious design, pendants lights are popular picks when it comes to lending your home a bright touch. Take this one, for example: ideal for a look at the intersection of industrial and mid-century, this piece is defined by its metal dome shade. This luminary features a single 150 W light (bulb not included) and is compatible with

[Show More](#)

Weights & Dimensions



Specifications



Shipping & Returns



Questions & Answers



Reviews



Do you have questions about this product?
Our experts are here to help!



Find anything home...



Furniture Bed Rugs Décor & Outdoor Storage Lighting Kitchen Baby Renovation Appliances Pet Regis
& Pillows & Kids
Bath

SKU: MCRW6000

Conover 1 - Light Single Dome Pendant

Mercury Row

| 352 Reviews



\$71.99
On Sale

Use Code Quorum20 for an additional 20% off!

[Unlock insider pricing](#)

FREE Shipping

Wed, Feb 26

[29464 - Mount Pleasant](#) ▾

White, \$71.99

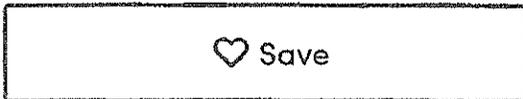


Add Installation (from \$101.99)



Get 25% OFF Installation with **LOWE'S** [Learn More](#)

1



Product Overview

At a Glance



Dry Location



Adjustability: Adjustable Height



Features: Dimmable

Description



Whether it's for their eye-catching style, handy illumination, or space-conscious design, pendant lights are popular picks when it comes to lending your home a bright touch. Take this one, for example: ideal for a look at the intersection of industrial and mid-century, this piece is defined by its metal dome shade. This luminaire features a single 150 W light (bulb not included) and is compatible with

[Show More](#)

Weights & Dimensions



Specifications



Shipping & Returns



Questions & Answers

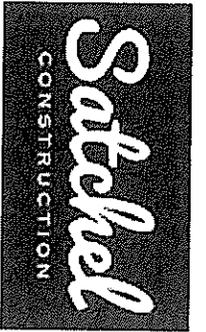


Reviews



Do you have questions about this product?
Our experts are here to help!

END OF
CCD 004A



SATCHEL CONSTRUCTION, LLC
 2133 Dorchester Rd
 N Charleston SC 29405

(843) 654-9250 Office

www.satchelconstruction.com

Date: 3.2.2020

Project: Misc. Items

Location: St. Julian Devine Center

To: City of Charleston

From: Jordan Fuller

CHANGE ORDER

Change Order #: 6

Start Date: TBD

Completion Date: TBD

Div. # _____ Scope of Work:

Painting changes on all floors (see attached pricing)

Remove and replace aluminum storefront double doors at north entrance

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				6,116.00						0.00	6,116.00
Superintendence	32.00	HR	-	1,144.00	0.00	ES	1.10	0.00	0.00	0.00	1,144.00
Dumpsters	1.00	EA	350.00	350.00	0.00	EA	1.10	0.00	0.00	0.00	350.00
Floor Cleaning Subcontractor	0.00	EA	4,622.00	4,622.00	0.00	EA	1.10	0.00	0.00	0.00	4,622.00
2.0 - SITE WORK											
3.0 - CONCRETE											

Satchel Construction, LLC.

SUMMARY OF WORK	Labor Quantity	Labor Unit	Labor Cost	Labor Total	Material Quantity	Material Unit	Material Waste	Extended Quantity	Material Cost	Material Total	Total
4.0 - MASONRY											
5.0 - STEEL											
6.0 - CARPENTRY											
7.0 - THERMAL & MOISTURE PROTECTION											
8.0 - DOORS, WINDOWS, & GLASS				5000.00					0.00	0.00	5000.00
Door Subcontractor		LS	5000.00	5000.00					0.00	0.00	5000.00
9.0 - FINISHES				13300.00						0.00	13300.00
Painting Subcontractor - 1st Floor	00	LS	2000.00	300.00					0.00	0.00	300.00
Painting Subcontractor - 2nd Floor	00	LS	4000.00	4000.00					0.00	0.00	4000.00
Painting Subcontractor - 3rd Floor	00	LS	9000.00	9000.00					0.00	0.00	9000.00
10.0 - SPECIALTIES											
11.0 - EQUIPMENT											
12.0 - FURNISHINGS											
13.0 - SPECIAL CONSTRUCTION											
14.0 - CONVEYING SYSTEMS											
15.0 - MECHANICAL											
16.0 - ELECTRICAL											
FINANCIALS											
Business License & Permit									0.01	341.82	341.82
Bonding									0.04	976.64	976.64
Overhead									0.05	1220.80	1220.80
Profit									0.05	1220.80	1220.80
										\$	28,176.06

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

For the sum of: \$28,176.00

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 Satchel Construction, LLC. 2 of 3

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: _____

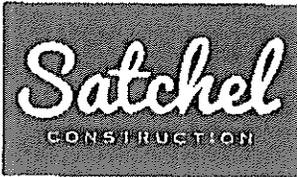
Date: _____

From: **Tonya Verhanovitz** tonya@satchelconstruction.com
Subject: **Fwd: Cooper St.**
Date: **February 25, 2020 at 1:11 PM**
To: **Jordan Fuller** jordan@satchelconstruction.com

Tonya Verhanovitz
Project Manager

Satchel Construction, LLC
2133 Dorchester Road
N Charleston, SC 29405

(843) 654-9250 x1



Begin forwarded message.

From: "E D Contractors Inc." <edcontractors1@yahoo.com>
Subject: Cooper St.
Date: February 25, 2020 at 9:22:47 AM EST
To: tonya@satchelconstruction.com

Tonya,
I gave Manny the colors for the doors.

Here are his proposals for the jobs for 1 Cooper St.

1	<i>5</i> 18 doors to repaint.....	\$ 2000.00	<i>3000</i>	<i>su</i>
2	2nd floor.....	\$ 4000.00		
3.	3rd floor.....	\$ 9000.00		

Thank you Tonya, hope things are going well.

Gus

Matt's Professional Cleaning Service, LLC

P. O. Box 60386

North Charleston, SC 29419

Phone-843-553-1339

Fax-843-821-6654

Estimate

Date	Estimate #
2/5/2020	168

Name / Address
SATCHEL CONSTRUCTION LLC TONYA VERHANOVITZ 2133 DORCHESTER RD N.CHAS, SC 29405 PH.843-654-9250EXT-1

Description	Qty	Rate	Project	
			Total	
ST.JULIAN DEVINE COMMUNITY CENTER 1 COOPER ST CHARLESTON,SC 29403				
CLEAN AND SEAL SLATE 1ST FLOOR (PLEASE BE ADVISED THAT MPC CANNOT GUARANTEE NEW INSTALLED SLATE FLOORING WILL MATCH THE EXISTING FLOOR NOT KNOWING RATHER THEY HAVE COLOR IN THE SEALER)		1,045.00		1,045.00
STRIP AND WAX VCT FLOORING 1ST,2ND AND 3RD FLOORS		2,927.00		2,927.00
CLEAN TILE AND GROUT IN RESTROOMS 1ST,2ND AND 3RD FLOORS		650.00		650.00
Total				\$4,622.00

CPR COMMITTEE and/or COUNCIL AGENDA

16.)

TO: John J. Tecklenburg, Mayor
FROM: Virginia Jones / Andrew Jones **DEPT.** Parks – Capital Projects
SUBJECT: STONEY FIELD IMPROVEMENTS INCREASE TO P162427 FOR LED LIGHTING IMPROVEMENTS
REQUEST: Approval to increase P162427 with National Energy Solutions in the amount of \$9,692.00 for the relocation of the breaker panels from the top of 4 poles to a safer, more easily accessible location close to ground level.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** March 24, 2020

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

	Yes	N/A	<u>Signature of Individual Contacted</u>	<u>Attachment</u>
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Capital Projects Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Jason Krout</u>	<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 \$9,692.00 Amount needed for this item \$9,692.00
Project Number CP1812

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: Approval to increase P162427 will increase the PO amount by \$9,692.00 (from \$294,391.12 to \$304,353.12). Funding for this project is 2005 GO Bond (\$399,048.00), 2018 GO Bond (\$2,600,000.00), Hospitality Funds (\$1,250,000.00), and a Capital Contribution (\$19,432.50).

Mayor's Signature: John J. Tecklenburg
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

Edmund V. Most
Deputy Director

Department of Parks - Capital Projects Division

MEMORANDUM

TO: Ways and Means Committee

FROM: Virginia D. Jones, PE, Sr. Construction Project Manager, Capital Projects

SUBJECT: Stoney Field Lighting – Relocate all breaker boxes from top of pole to a safe, accessible location increasing the PO by \$9,692.00

DATE: February 26, 2020

Committee Members:

The lighting project was priced with the assumption that the “control box” at the top of each pole was just a disconnect to work on the lights based on our observation from the ground. Once the Contractor gained access to the 180’ manlift and started replacing the lamps, each control box was the main breaker box for each pole. City Parks staff does not have the safety training to climb a 150’ pole in case of a breaker malfunction especially in the middle of an event.

Current building code requires that breaker boxes be suitably and safely located to access a breaker from the ground instead of having to climb the 150’ pole. There was nothing in the original quote regarding installing and relocating new breaker panels. All labor, equipment and material to relocate the panels & breakers on all 4 poles to a more accessible position will increase the contract amount by \$9,692.00 for a total contract amount of \$304,353.12. I have attached supporting documentation.

Thank you so much for participating in this very important project,

Virginia D. Jones, PE

Virginia D. Jones, PE
Sr. Construction Project Manager, Capital Projects

cc: Jason Kronsberg – Director, Department of Parks, Edmund Most, Deputy, Department of Parks

CITY OF CHARLESTON
PURCHASE ORDER STATUS INQUIRY

Report Date: 03/06/2020

PURCHASE ORDER INFORMATION

PO Number: P162427 Vendor: V013785 National Energy Solutions
 FR Number: PR195393 Addr Cd: AA
 245 Lower Morrisville Rd
 Fallsington, PA 19054

Partially Paid

Confirm:	Requested by: PARKS: Shannon Lines Yc	Entry Dt: 10/29/2019	Blanket Number:												
Account:	Approved Status: APRV	Req. Dt: 10/29/2019	Blanket Amount: 0.00												
Bid:	Printed by: COOPGA	Apr Dt: 10/31/2019	Blanket Remaining: 0.00												
Contract: 18120602		Print Dt: 10/31/2019	Buyer: B02												
Ship To: L520000	End Use: VJCP1812StoneyFldLED	Sec Cd: DP48	Req. Codes: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td> </td><td>2R</td><td> </td><td> </td><td> </td><td>EC</td></tr><tr><td>PA</td><td> </td><td> </td><td> </td><td>XP</td><td>ZA</td></tr></table>		2R				EC	PA				XP	ZA
	2R				EC										
PA				XP	ZA										
Bill To: L000001		Type: P													

ITEMS

Item	Qty Ordered	Qty Received	UN	Unit Price	Key	Object	Tax1 Tax2	Discount Charges	Extended	Catalog Ship To	F/A Whsc	Print Chg
0001	294,391.12	147,195.56	JB	1.0000	051150	58240	0.00		294,391.12		N	

CP1812 Stoney Field LED Lighting - replace existing ballpark lighting of Stoney Field East & West side with new LED lighting - TIPS Contract #181206-02 - Virginia Jones

PR Notes/Print Before/Print After Text

10/31/2019 cls
Print After: CP1812 Stoney Field LED Lighting - replace
Print After: existingballpark lighting of Stoney Field
Print After: East & West side with newLED lighting -
Print After: TIPS Contract #181206-02 - Virginia Jones
Print After: Originally approved by Ways and Means on
Print After: 8/20/19 under nameof Lowcounty
Print After: Enviromental LLC DBA SuperGreen Solutions
Print After: ofCharleston in the amount of \$264,126.16 -
Print After: went back beforeWays and Means on 10/22/19
Print After: to be approved under the name of National
Print After: Energy Solutions, Inc. in the amountof
Print After: \$294,391.12
Print After: Lump Sum - \$294,391.12
Print After:
Print After: Council approved 10/22/2019
Print After:
Print After: Scanned to Procurement on 10/30/19 - SLY

APPROVAL STATUS

Status	Approver	Received In	Processed Out	Comments	Reference
Obsolete	Shannon Young	10/29/2019 17:47:14	10/29/2019 18:04:41		A17
Accepted	Shannon Young	10/30/2019 11:50:53	10/30/2019 11:52:06		A17
Accepted	Edmund Most	10/30/2019 11:52:19	10/30/2019 14:48:00		A3 0015
Accepted	Sarah Myers	10/30/2019 14:48:14	10/30/2019 16:19:22		A8 0008
Accepted	Chenette Singleton	10/30/2019 16:19:30	10/31/2019 9:30:28		A9_0003
Accepted	Ways & Means Approval	10/31/2019 9:30:35	10/31/2019 10:57:22		A10
Accepted	Gary Cooper	10/31/2019 10:57:27	10/31/2019 11:12:44		A12
Expired	ONESOLUSER user	10/31/2019 11:13:04	10/31/2019 11:23:35	Expired at 10/31/2019 11:23:35 AM; Do Not Retry - Leave As Expired	A24
Accepted	Shannon Young	10/31/2019 11:23:36	10/31/2019 11:23:36		A5

ENCUMBRANCES

	Item #	Key	Object	Reference #	Post Date	EN Amount	PD Amount	Tp	Pay
2019	0001	051150	58240	P162427	10/31/2019	294,391.12		0.00	EN
2019	0001	051150	58240	P162427	12/30/2019	0.00	147,195.56		PP
						Balance:			147,195.56

OPEN HOLD ACTIVITY (including USE TAX payments if applicable)

Vendor	Item #	Key	Object	Check #	Check Date	Amount	Invoice #	Invoice Date
NATIONAL ENERGY SOLUTIONS	0001	051150	58240	00406689	12/30/2019	147,195.56	190249984	12/16/2019

National Energy Solutions, Inc.
245 Lower Morrisville Road
Fallsington, PA 19054
215-295-0800
www.nationalEsolutions.com

Estimate

ADDRESS

City of Charleston
823 Meeting St
Charleston, SC 29403
United States

SHIP TO

City of Charleston
823 Meeting St
Charleston, SC 29403
United States

ESTIMATE # 1193

DATE 02/24/2020

EXPIRATION DATE 02/28/2020

ACTIVITY	QTY	RATE	AMOUNT
----------	-----	------	--------

Installation Services:Electrical (LCE)

All labor and material required to relocate panel from top of poles to ground level accessible locations to allow access to breakers. New panel boxes to be installed.

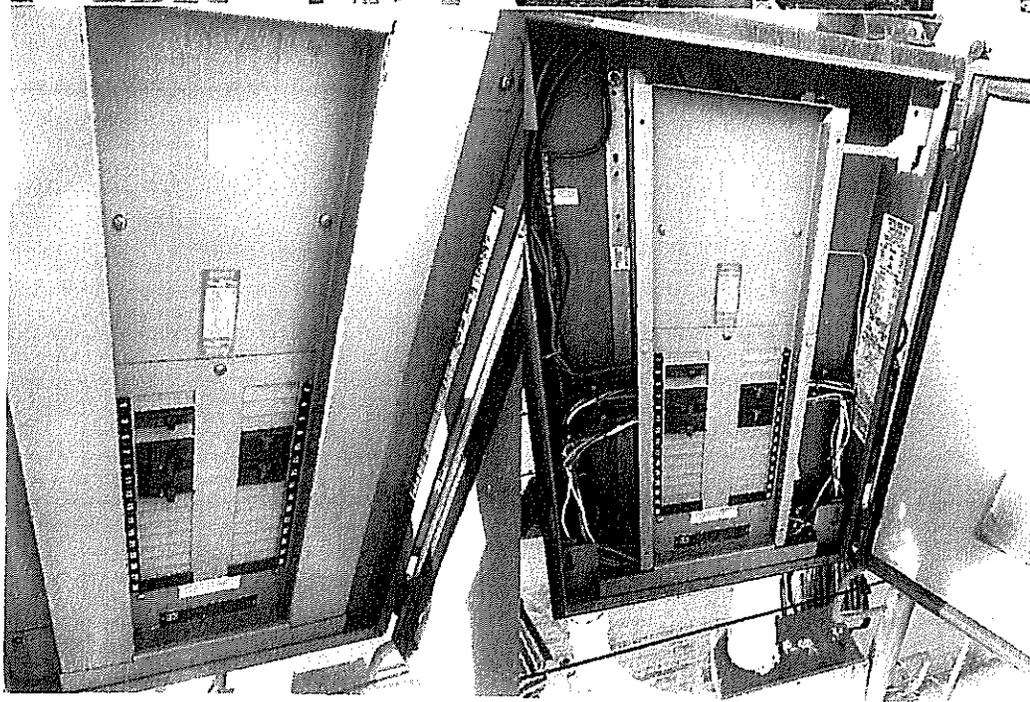
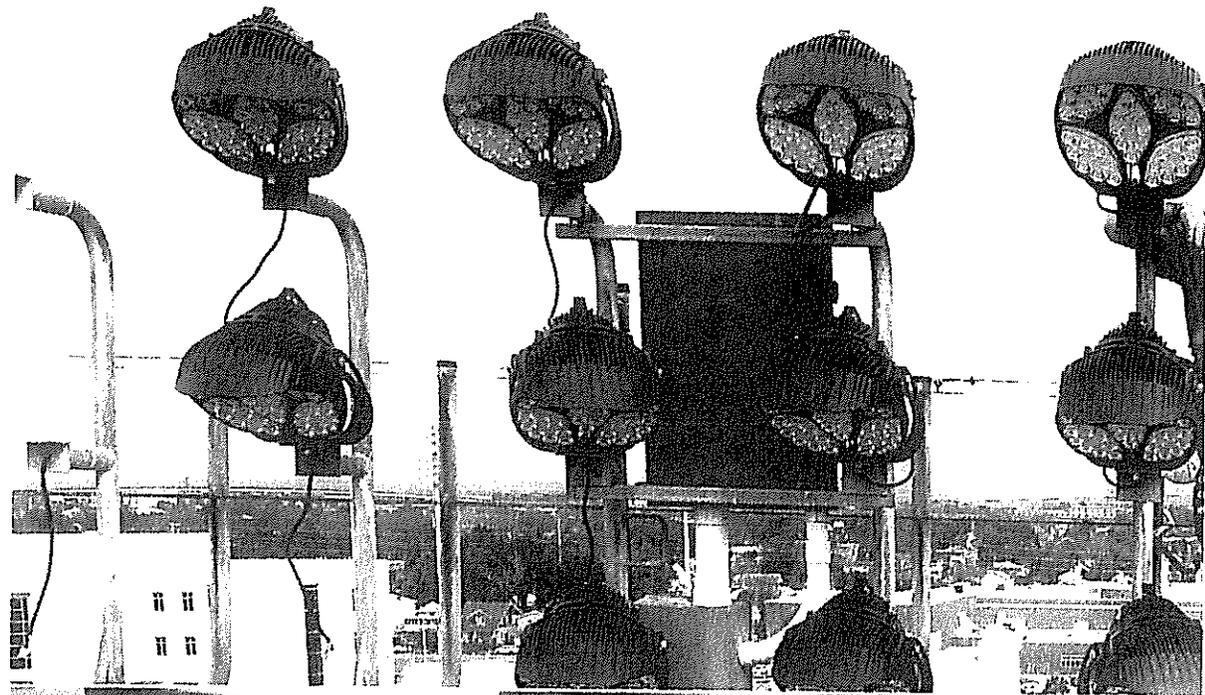
Run 3 runs of #10 wire from new panel box up to top of the pole to make new connections in box. (Lift included but work must be completed concurrent with ongoing install otherwise additional lift charge will be incurred at ~\$8000/week)

TOTAL

\$9,692.00

Accepted By

Accepted Date



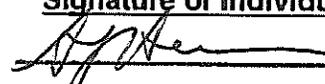
COMMITTEE / COUNCIL AGENDA

17.)

TO: John J. Tecklenburg, Mayor
FROM: Fire Chief Daniel M. Curia DEPT. Fire
SUBJECT: CHARLESTON FIRE DEPARTMENT - 2020-21 HMEP GRANT
REQUEST: To apply for a HMEP grant in the amount of \$10,500 for the
Charleston FD Haz-Mat Team to attend specialized training

COMMITTEE OF COUNCIL: W&M DATE: March 24, 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"/>
Charleston Fire Dept.	<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.: 210000 Account #: _____

Balance in Account _____ Amount needed for this item 0

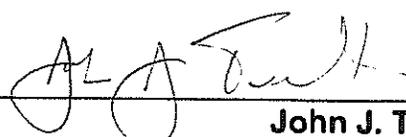
Does this document need to be recorded at the RMC's Office? Yes No

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

20% in-kind match required for this grant. Salaries of personnel attending classes will be used as the match.

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.



City of Charleston

JOHN J. TECKLENBURG
MAYOR

South Carolina

DANIEL M. CURIA
FIRE CHIEF

Charleston Fire Department

TO: Mayor John J. Tecklenburg and City Council

FROM: Fire Chief Daniel M. Curia *DMC*

DATE: March 2, 2020

RE: FY20-21 Hazardous Materials Emergency Preparedness (HMEP) grant application

In South Carolina, the Hazardous Materials Emergency Preparedness (HMEP) Grant Program is managed by the South Carolina Emergency Management Division. The grant program is divided into two sub-programs, planning and training. Through the program, LEPCs in South Carolina have an opportunity to obtain financial and technical resources to help renew or enhance their planning process and training activities.

The Charleston Fire Department (CFD) submitted at the grant deadline for the FY20-21 HMEP. The State accepted grant application but will not submit the complete package until April. The CFD as part of the Charleston County LEPC and is seeking funding for the department Haz-Mat Team. This is an after the fact request.

This is a request for grant funding for training in the amount of **\$10,500** is determined by the State Emergency Response Committee (SERC) Grant Committee who selects a LEPC for Special Projects Grants based on criteria designed to ensure that the projects most needed and beneficial to the state as a whole will be undertaken. This funding will pay for specialized hazardous materials training for the Haz-Mat Team. There is a 20% match, but the grant allows for salaries as an in-kind match and will not impact the department's budget.

The closing date for this application is March 1, 2020 and will be submitted by the SCEMD as one application for the State. The project performance start date for this grant is October 1, 2020 through September 30, 2021.

Please feel free to contact me with any questions.

THE HMEP GRANT APPLICATION PACKAGE

GOVERNING STATUTES AND REGULATIONS

As outlined in 2 CFR § 200.331, if the Recipient is acting as a pass-through entity, it must:

- a) Ensure that every subaward is clearly identified to the subrecipient as subaward and includes all relevant information required by 2 CFR § 200.331. This includes:
 1. All applicable subaward information required by 2 CFR § 200.331(a)(1).
 2. All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
 3. Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial performance reports.
 4. An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient or a de minimis indirect cost rate as defined in 2 CFR § 200.414 Indirect (F&A) costs.
 5. A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 CFR § 200.331.
 6. Appropriate terms and conditions concerning closeout of the subaward.

I. INTRODUCTION

The upcoming budget period will run from October 1, 2020 through September 30, 2021. The grant program is divided into two sub-programs, planning and training. Through the program, LEPCs in South Carolina have an opportunity to obtain financial and technical resources to help renew or enhance their planning process and training activities. Funds are made available on an 80/20 match basis. (Matching funds can be either a hard or soft match.) This booklet explains how these planning and training grants can be used by Local Emergency Planning Committees (LEPC) and provides the necessary forms to use when applying for grant funds.

THE HMEP GRANT APPLICATION PACKAGE

II. PLANNING GRANTS

In South Carolina, the Hazardous Materials Emergency Preparedness (HMEP) Grant Program is managed by the South Carolina Emergency Management Division. To give all LEPCs an equal chance to have their projects funded, applications must be received by the Division no later than March 1, 2020. Applications received after that date will be considered on a first come, first served basis only as long as funds are available.

Planning grants can only be awarded to and be used effectively by LEPCs that are actively attempting to complete their responsibilities under Emergency Planning and Community Right-to-Know Act (EPCRA).

LEPCs may propose Special Project Grants to complete or enhance their EPCRA planning. Examples of eligible activities include: 1) Development, improvement, and implementation of HAZMAT transportation emergency plans required under EPCRA, as well as exercises which test the HAZMAT transportation emergency response plan; 2) An assessment to determine flow patterns of hazardous materials within a State or between a State and another State; 3) An assessment of the need for a regional HAZMAT emergency response team; 4) An assessment of local HAZMAT transportation response capabilities; 5) Conduct of HAZMAT transportation emergency response drills and exercises associated with emergency preparedness plans; 6) Provision of technical staff to support the HAZMAT transportation planning effort; 7) Additional activities deemed appropriate and approved by the Grant Administrator. Special Project Grants will be provided for a one-year period. Normally, no equipment may be purchased under this grant other than HAZMAT exercise support items. Planning grant funds awarded to LEPCs must be obligated by August 31, 2021, be used for the applied project only, or funds will be returned to SCEMD.

To ensure that grant recipients obligate funds by August 31, 2021, Planning Grant Projects Progress Reports must be submitted to the Training Coordinator by April 15, 2021 and July 15, 2021. This reporting form can be found as Attachment #3. Failure to comply with this requirement may cause the grant recipient to receive low funding priority for the next grant cycle. Requests for reimbursements are strongly encouraged for each reporting date to show the project is moving forward and funds are being expended.

Attachment #1 gives examples of projects that could be funded under HMEP Planning Grants. Attachment P #2 gives examples of costs that can be used as a soft match to satisfy the 20% local match requirement.

The State Emergency Response Committee (SERC) Grant Committee will select LEPCs for Special Projects Grants based on criteria designed to ensure that the projects most needed and beneficial to the state as a whole will be undertaken. Rating criteria include; Impact, Joint Benefit, Priority, Timing, and Cost Effectiveness.

THE HMEP GRANT APPLICATION PACKAGE

III. PLANNING GRANT APPLICATION PROCEDURES

In South Carolina, an LEPC may not receive funds directly from the State; however, a county government can. Therefore, the Emergency Management Division will accept applications for planning grants from the LEPC, but will award funds to the respective county government. If the grant application is approved, the county emergency management coordinator/director will be both the grant representative of the LEPC and the person directly accountable for the expenditure of the grant funds.

The LEPC and the county coordinator/director should work together to determine which projects qualify for grant funding. Only active LEPCs and LEPCs making a good faith effort to revive/expand their programs are eligible to receive grant funding. For Special Project Grants, complete and submit Sections VI and VII. LEPCs may request funding for one or more Special Projects. Submit a separate Section VII for each Special Project.

More than one LEPC can cooperate to conduct a joint planning project. The emergency management coordinator/director from one of the counties involved must assume the complete responsibility for the application and the expenditure of the grant funds.

The application forms should be completed as fully as possible. Assistance with project selection, form completion, or additional reference material is available from your SCEMD Regional Emergency Manager (REM) and/or the Training and Exercise Manager. The list of eligible example projects in Attachment #1 may be helpful.

Send your completed application package to: hmeprants@emd.sc.gov or Training Coordinator, S.C. Emergency Management Division, 2779 Fish Hatchery Road, West Columbia, SC 29172. Applications received by March 1, 2020, will be considered on an equal basis. Applications received after that date will be considered on a first come, first served basis, as long as funds are available.

IV. TRAINING GRANTS

HMEP HAZMAT training has been conducted successfully by the S.C. Fire Academy since January 1994 in an on-going program of courses. The list of available courses has been modified from time-to-time. See Attachment #4 for a current list of courses. Training requested from the S.C. Fire Academy will be presented at the location designated by the LEPC. LEPCs are only required to provide the facility for the training and guarantee a minimum of 10 students per class. Students must register for the course on the SCFA website. Courses without the minimum students registered at least 3 weeks prior to the start date will be cancelled at that location and offered to other LEPC members for hosting. SCEMD can assist you in recruiting students. The goal is to reach maximum student capacity for each course offering.

Prior to requesting a course, counties should have at least 10 students identified and have specific course dates pre-determined. Students must be registered in advance and are expected to attend the full duration of the course. SCEMD will monitor registration and

THE HMEP GRANT APPLICATION PACKAGE

course completions throughout the year.

Counties may conduct their own training with qualified instructors through Self Training. These courses must be 1) taught by SCFA, NFA, EPA, ISFSI, or OSHA qualified instructors, 2) be scheduled for not less than 10 students and 3) be pre-approved. In addition, Self Training must comply with National Fire Protection Association (NFPA) 472 or Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120 mission-specific competency requirements. Specific information on the training and instructors as well as budgeted items must be submitted for approval.

Whether training is conducted through the SCFA or Self-Training there is an 80/20 match required. Salaries of non-State employee students will usually satisfy the matching requirement. All courses approved for funding are subject to monitoring by SCEMD to ensure quality control of training. LEPCs that request courses that end up being canceled due to insufficient numbers of students risk having lower priority for future funding.

V. TRAINING GRANT APPLICATION PROCEDURES

For training requested from the S.C. Fire Academy complete and submit the request form (Section VIII) to hmeprants@emd.sc.gov. Please provide at least two preferred dates for each course requested. The Fire Academy will try to schedule one of those dates but cannot guarantee it due to other Academy commitments.

LEPCs may request self-training if they have the facility, instructor, and course materials necessary to conduct the course, or are willing to make all necessary arrangements. Reimbursement will normally be limited to the amount charged by the Fire Academy for the same course. Complete and submit form to the attention of Katie Menaugh at the address and email listed above.

Although most of the training courses are geared toward the fire service, we urge all LEPCs to include law enforcement and medical responders, as well as emergency management staff and public officials in their HAZMAT training program. SCEMD will give priority to requests which include a more varied student audience. Applications must be received by March 1, 2020.

Questions should be directed to Katie Menaugh, Training Coordinator, SCEMD at 803-737- 8649 or kmenaugh@emd.sc.gov or hmeprants@emd.sc.gov

THE HMEP GRANT APPLICATION PACKAGE

VI. LEPC CERTIFICATION

TO: Training Coordinator, South Carolina Emergency Management Division,
2779 Fish Hatchery Road, West Columbia, SC 29172
hmeprants@emd.sc.gov

FROM: Charleston County LEPC

LEPC Information:

Name of Chairperson: Shawn Engelman Number of Members:

Number of meetings in preceding 12 months:

Date of Last Meeting: _____ Date of Next Scheduled Meeting:

LEPC Activities (Check as appropriate):

Response SOPs: Underway Completed Completion Date

Hazard Analysis: Underway Completed Completion Date

Plan Exercised: Yes No Date of Last Exercise

Facility Outreach Program: Yes No

Public Information Program: Yes No

Other: (Note activity)

Certification:

- 1) I certify that I was appointed/elected as the Chairperson of this LEPC.
- 2) I certify that the LEPC is complying with Section 324 of EPCRA - Public Availability of Plans, Data Sheets, Forms, and Follow-up Notices.
- 3) I certify that all LEPC members have had the opportunity to review this application.
- 4) I understand that the designated agency that will receive grant funds will be subject to audit by the South Carolina Emergency Management Division.
- 5) I understand that Planning Grant Projects Progress Reports must be completed and submitted to the South Carolina Emergency Management Division.

Signature of LEPC Chairperson

Date

THE HMEP GRANT APPLICATION PACKAGE

VII. SPECIAL PROJECT GRANT APPLICATION

TO: Training Coordinator, South Carolina Emergency Management Division,
2779 Fish Hatchery Road, West Columbia, SC 29172
hmeprants@emd.sc.gov

FROM: _____ LEPC: _____

Describe the Special Project by answering the following questions:

1. Briefly describe the reason a Special Project Grant is needed. What specific problem(s) will the grant funds help to solve? How many jurisdictions and organizations will be helped by the grant?

2. What are the work tasks to be included in the project?

3. When will the work tasks be started and completed?

4. What new work products (reports, plans, maps, etc.) will the special project produce?

5. Describe the budget for the special project by answering the following questions:
 - a. How many work hours will be spent on each major work task? (List by major task) (If personnel costs are budgeted they cannot exceed 75% of award total)

 - b. What is the total cost for the special project?

THE HMEP GRANT APPLICATION PACKAGE

6. Give the costs for each of the following (if applicable):

Direct salaries/wages: _____ Travel costs: _____

Personnel benefits: _____ Equipment/supply costs: _____

Total Personnel Costs:

Any other costs: _____ Describe cost: _____

7. If equipment and supplies will be purchased, list below the cost for each item:

8. Describe why equipment and supplies need to be purchased for the special project (What impact will denial of the purchase have on the project?):

9. If a contractor will be used in completing the special project, answer the following:

a. Why is a contractor needed?:

b. Who is the contractor and why was he/she selected?:

c. What work tasks will the contractor complete?:

THE HMEP GRANT APPLICATION PACKAGE

10. Provide the following information to help the S.C. Emergency Management Division determine the priority for this special grant application:
 - a. Will other LEPCs or other organizations from outside the county participate in the project? If so, describe their participation?:

 - b. Will the special project grant funds be combined with other sources of funding, and if so, describe the amount and sources of other funding?:

 - c. Describe how 20% In-Kind match will be met:

THE HMEP GRANT APPLICATION PACKAGE

VIII. TRAINING COURSE APPLICATION

TO: Training Coordinator, South Carolina Emergency Management Division, 2779 Fish Hatchery Road, West Columbia, SC 29172.
EMAIL: hmeprants@emd.sc.gov

FROM: Charleston County LEPC

1. We request the following HAZMAT TRAINING courses:

<u>COURSE #/TITLE</u>	<u>DATES (Primary &Secondary)</u>	<u>LOCATION</u>	<u># STUDENTS</u>
2736 / Emergency Response to Chlorine		Charleston FD	20
2740 / Risk Based Air Monitoring		Charleston FD	20
3390 / Confined Space Entry		Charleston FD	20

Please fill in the Course#/Title from the course menu (Attachment #4). List both primary and secondary dates. Annotate the location where the training is to be held. Ensure that you will have a sufficient number of students before requesting a course. Failure to have at least 10 students will result in course cancellation and may jeopardize future funding.

2. Point of contact:

Name: Robert Baldwin Phone: 843-754-6159
Email: baldwinr@charleston-sc.gov

3. Certification:

Typed/Printed Name of LEPC Chairman

Signature of LEPC Chairperson

3/1/2020

Date

THE HMEP GRANT APPLICATION PACKAGE

IX. SELF-TRAINING APPLICATION

TO: Training Coordinator, South Carolina Emergency Management Division,
2779 Fish Hatchery Road, West Columbia, SC 29172
EMAIL: hmeprgrants@emd.sc.gov

FROM: Charleston County LEPC

1. We request funding for the following HAZMAT Training Course to be taught within our jurisdiction:

Name of Course: Ammonia Specialist

Date(s) to be presented: Oct 2020 or April 2021

Location: Philadelphia, PA

Number of Students guaranteed: 4 Cost: \$3,500

2. Certification: This course is taught through Tanner Industries and educates attendees on the dangers of Anhydrous Ammonia and allows students to work with Ammonia in live release scenarios.

This course will be presented by SCFA, NFA, EPA, ISFSI, or OSHA qualified instructors.

Proper equipment and resource materials will be available.

Original bills/vouchers will be submitted to SCEMD for reimbursement. A course roster with student names and social security numbers, as well as student evaluations MUST be included with final billing.

Point of Contact:

Name: Jason Krusen Phone: 843-693-9790

Email: krusenj@charleston-sc.gov

Typed/Printed Name of LEPC Chairman

Signature of LEPC Chairperson

3/1/2020
Date

THE HMEP GRANT APPLICATION PACKAGE

ATTACHMENT T-3: SELF-TRAINING APPLICATION

TO: Training Coordinator, South Carolina Emergency Management Division,
2779 Fish Hatchery Road, West Columbia, SC
29172 EMAIL: hmeprants@emd.sc.gov
FAX 803-737-8570

FROM: Charleston County LEPC

1. We request funding for the following HAZMAT Training Course to be taught within our jurisdiction:

Name of Course: Propane IQ

Date(s) to be presented: Feb 2021

Location: Charleston, SC

Number of Students guaranteed: 24 Cost: \$7,000

2. Certification: This course will be taught through Federal Resources at the Charleston Fire Department and prepares responders and investigators to implement risk-based response tactics to safely respond to incidents involving propane emergencies, including fixed sites and transportation incidents.

This course will be presented by OSHA qualified instructors.

Proper equipment and resource materials will be available.

Original bills/vouchers will be submitted to SCEMD for reimbursement. A course roster with student names and social security numbers, as well as student evaluations MUST be included with final billing.

Point of Contact:

Name: Jason Krusen Phone: 843-693-9790

Email: krusenj@charleston-sc.gov

Typed/Printed Name of LEPC Chairman

THE HMEP GRANT APPLICATION PACKAGE

ATTACHMENT #1: EXAMPLES OF PLANNING GRANT PROJECTS

Special Projects

- 1) HAZMAT transportation, risk, or vulnerability analysis
- 2) HAZMAT transportation/commodity flow study
- 3) HAZMAT transportation Capability assessment
- 4) Development/review/update/enhancement of HAZMAT transportation plans and procedures
- 5) Exercise of plans and procedures (some supplies and small equipment items may be purchased with prior approval, however NO operational equipment)
- 6) Survey and assessment of the need for a HAZMAT response team
- 7) Installation/update of CAMEO software (with prior approval; software now comes under the equipment limitations)
- 8) Development and maintenance of CAMEO databases
- 9) Exercises to test ICS during HAZMAT Transportation emergencies

NOTE: These suggested activities and projects are considered to be high priority, but other projects will be given consideration for funding as well.

THE HMEP GRANT APPLICATION PACKAGE

ATTACHMENT #2: EXAMPLES OF COSTS AVAILABLE FOR USE AS A SOFT MATCH

NOTE: All in-kind matching costs must be reasonable, allowable and allocable to the project.

1. Salaries, fringe benefits, per diem, housing, or travel expenses incurred by any person other than a STATE employee while attending classes or involved with the program.
2. Private contributions such as corporate contributions of facilities, equipment, or services (e.g., tank car, cargo tank trailers, van trailer, training site, HAZMAT equipment, first aid ambulance stand-by, classroom space).
3. Voluntary contributions such as: firefighter support, emergency personnel support, and the time of any LEPC member.
4. Equipment or facilities used for exercises, whether public or private.
5. Voluntary expenditures such as:
 - A person in the community who is a chemical engineer or a physician donates his/her time during an exercise.
 - A professor volunteers to be trainer or to train-the-trainers.
 - Citizens volunteer to set up or participate in exercises.
6. Facility space (e.g., a surplus school building used as HAZMAT academy) is donated to house courses or conduct exercises.
7. University students volunteer time to participate in exercises, aid data collection, or assist in exercise report generation.

THE HMEP GRANT APPLICATION PACKAGE

ATTACHMENT #3: PLANNING GRANT PROJECTS PROGRESS REPORT

Reporting Dates: (Please put an X by the period that you are reporting under.)

April 15, 2020 _____

July 15, 2020 _____

Planning Project(s) Completed:

Planning Project(s) Underway:

Total Expenditures for Reporting Period:

Has a request been sent to SCEMD for reimbursement of expenditures?

Yes ____ No ____

*Note: You may file this report electronically by sending it to the following email address: kmenaugh@emd.sc.gov or mail it to: Training Coordinator, S.C. Emergency Management Division, 2779 Fish Hatchery Road, West Columbia, SC 29172

**Funds not obligated by August 31, 2021, will be subject to withdrawal and reallocation.

THE HMEP GRANT APPLICATION PACKAGE

ATTACHMENT #4: MENU OF COURSES

South Carolina Fire Academy HAZMAT Courses (Available at the Academy or in the Field)

<u>Course #</u>	<u>Max # Students</u>	<u>Course Title</u>	<u>#Hours</u>
1. 2147	30	NIMS-ICS for the Fire Service	16
2. 2719	20	HAZMAT Technician Refresher	16
3. 2723	20	HAZMAT Technician	40
4. 2726	20	HAZMAT Operations Refresher	8
5. 2727	20	HAZMAT Awareness	8
6. 2728	20	HAZMAT Operations	32
7. 2736	20	Emergency Response to Chlorine	16
8. 2740	20	Risk Based Air Monitoring	8
9. 3390	20	Confined Space Entry	24
10. 3392	20	Confined Space Rescue	16

NOTES:

(1) County LEPC Coordinators may request any or all of these courses by submitting desired dates and locations through the SCEMD Training Coordinator. No registration fees.

(2) Above course list subject to change without notice. Courses may be added to the list and if funds permit, may be requested /scheduled. If a course is deleted from the above list, affected LEPCs may request a substitution, which will be scheduled, funds permitting.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective Hands and
Seals on the day and year first hereinabove written.

WITNESSES FOR THE CITY:

Name

Date: _____

John J. Tecklenburg

Mayor

Date: _____

Name

Date: _____

WITNESSES FOR THE CHARLESTON PARK CONSERVANCY:

Name

Date: _____

Harry Lesesne

Chief Executive Officer

Date: _____

Name

Date: _____