PUBLIC WORKS AND UTILITIES COMMITTEE
AGENDA

There will be a meeting of the Public Works and Utilities Committee on June 17, 2022 to begin at 1:30 pm. The following items will be heard via call-in number 1-929-205-6099 and access code 592 385 519:

A. Invocation

B. Approval of Public Works and Utilities Committee Minutes
   1. May 23, 2022

C. Request to Set a Public Hearing

D. Old Business
   None

E. Acceptance and Dedication of Rights-of-Way and Easements
   1. Grace Plantation- consisting of Parish House Road (50’ r/w), Emerald Wharf Lane (50’ r/w), consisting of 76 lots.
      a. Title to Real Estate
      b. Affidavit for Taxable or Exempt Transfers
      c. Exclusive Stormwater Drainage Agreement
      d. Plat
   2. Authorization to notify SCDOT that the City will accept maintenance of approximately 1,100 DF of five foot concrete sidewalk and seven ADA compliant handicap curbs on Morrison Drive (US-52) and Jackson Street (S-1777) in conjunction with the Morrison Yard Apartment project.
3. Authorization to notify SCDOT that the City intends to accept maintenance of approximately 115 LF of 15” French drain pipe and 3 12” yard inlets on Savannah Highway (US-17) in conjunction with the Savannah Highway Roadside Drainage Improvements.

4. Authorization to accept a portion of South Carolina Department of Transportation right of way adjacent to SC Route 461 by quitclaim deed for inclusion in the City’s Church Creek Flood Storage Project.

F. Temporary Encroachments Approved by The Department of Public Service (For information only)

1. 232 Meeting Street- FIG- Installing right angle sign in the City r/w. This encroachment is temporary.
2. 34 Dalton Street- Installing irrigation in the City r/w. This encroachment is temporary.
3. 1826 Produce Lane- Installing fence in a drainage easement. This encroachment is temporary.
4. 1828 Produce Lane- Installing fence in a drainage easement. This encroachment is temporary.
5. 1832 Produce Lane- Installing fence in a drainage easement. This encroachment is temporary.
6. 1830 Produce Lane- Installing fence in a drainage easement. This encroachment is temporary.
7. 1834 Produce Lane- Installing fence in a drainage easement. This encroachment is temporary.
8. 1836 Produce Lane- Installing fence in a drainage easement. This encroachment is temporary.
9. 25 Broad Street- Christie’s International Real Estate- Installing right angle sign in the City r/w. This encroachment is temporary.
10. 7040 Schooner Lane- Installing fence in a drainage easement. This encroachment is temporary.
11. 2888 Cavalcade Circle- Installing fence in a drainage easement. This encroachment is temporary.
12. 2828 Cavalcade Circle- Installing fence in a drainage easement. This encroachment is temporary.
13. 2235 Des Arc Road- Installing fence in a drainage easement. This encroachment is temporary.
14. 161 Nobels Point Street- Installing irrigation in the City r/w. This encroachment is temporary.
15. 430 Fish Tale Road- Installing irrigation in the City r/w. This encroachment is temporary.
16. 112 Market Street-JK Jewelry- Installing right angle sign in the City r/w. This encroachment is temporary.
17. **106 Etiwan Park Street** - Installing fence in a drainage easement. This encroachment is temporary.

18. **127 King Street - Roden Law** - Installing right angle sign in the City r/w. This encroachment is temporary.

19. **473 King Street - Charleston Hemp Collective** - Installing right angle sign in the City r/w. This encroachment is temporary.

20. **227 Brailsford Street** - Installing irrigation in the City r/w. This encroachment is temporary.

21. **517 Old Compass Road** - Installing irrigation in the City r/w. This encroachment is temporary.

**G. Public Service Department Update**

1. Proposed changes to Trash Collection Methods (Information only)

**H. Stormwater Management Department Update**

1. Forest Acres – Recommend Approval of a construction contract for the Forest Acres Drainage Project Phase 2 A/B with Gulf Stream Construction in the amount of $10,967,819.66. Funding for the project is available in the 2012 Stormwater Bond, Local Option Permit Funds, and the Drainage Fund. With the approval of the project budget staff is authorized to award and/or amend contracts less than $40,000 to the extent contingency funds exist in the Council Approved Budget.

2. Spring/Fishburne Phase 4 – Recommend Approval of Fee Amendment #23 with Davis & Floyd in the amount of $1,281,084.00 for extending the duration of construction engineering and inspection services, preparation of an Operations and Maintenance System for the Installed Equipment, equipment commissioning/startup, and support in procuring O&M contract services for the station. Funding is available in the approved Phase 4 project budget.


**I. Miscellaneous Business**

1. An ordinance to designate 91 Hanover Street as a Non-Standard Service District in accordance with Sec. 30-171 through 30-178 of the Code of the City of Charleston, said district being located in the City and County of Charleston, State of South Carolina, and being more particularly described in Exhibit a, attached hereto and incorporated herein by reference.
Councilmember Keith Waring,  
Chairperson

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.
STATE OF SOUTH CAROLINA  
)  
COUNTY OF CHARLESTON  
)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that PULTE HOME COMPANY, LLC, a Michigan limited liability company ("Grantor"), in the state aforesaid, for an in consideration of the sum of ONE AND 00/100 DOLLAR ($1.00), being the true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, identified as Parish House Circle and Emerald Wharf Lane, as shown and designated on that certain plat entitled, "FINAL PLAT SHOWING THE ABANDONMENT OF THE PROPERTY LINES BETWEEN TMS NO. 253-00-00-199 (31.498 AC), TMS NO. 253-00-00-285 (6.604 AC), AND TMS NO. 253-00-00-334 (17.094 AC), AND SHOWING THE SUBSEQUENT SUBDIVISION TO CREATE GRACE PLANTATION CONTAINING 76 LOTS (21.336 AC), H.O.A. AREAS (29.514 AC), AND RIGHT-OF-WAYS (4.346 AC) PROPERTY OF PULTE HOME COMPANY, LLC, LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA," by Richard D. Lacey (SCPLS 16120) of HLA, Inc., dated July 1, 2021, and recorded on ______________, in Plat Book ______ Pages _____ through _____ in the ROD office for Charleston County, South Carolina. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or less.

This being a portion of the property conveyed to Grantor by deed from GRACE PLANTATION DEVELOPMENT, LLC, to Pulte Home Company, LLC dated February 25, 2021, and recorded March 4, 2021, in Deed Book 0967 at Page 090 in the Register of Deeds Office for Charleston County, South Carolina

Grantee's Mailing Address:
City of Charleston
Department of Public Service
Engineering Division
2 George Street, Suite 2100
Charleston, South Carolina 29401

Formerly a portion of TMS Nos. 253-00-00-199, 253-00-00-285, and 253-00-00-334 now public rights-of-way.
TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, its successors and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS Grantor’s Hand and Seal this ___ day of May, 2022.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness #1
Print Name: Justin Smith

Witness #2
Print Name: Kaylyn Bards

PULTE HOME COMPANY, LLC

By: Sidney Dudley
Its: Vice President of Land Development

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Sidney Dudley, the Director of Land Development for Pulte Home Company, LLC, a Michigan limited liability company, on the ___ day of May, 2022.

Signature of Notary: Kaylyn Bards
Print Name of Notary: Kaylyn Bards
Notary Public for South Carolina
My Commission Expires: 10/1/2020

SEAL OF NOTARY
STATE OF SOUTH CAROLINA 

COUNTY OF CHARLESTON   ) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property was transferred by PULTE HOME COMPANY, LLC to THE CITY OF CHARLESTON on ____________________

3. Check one of the following: The deed is

   (A)    subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money’s worth.

   (B)    subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.

   (C)    exempt from the deed recording fee because (See Information section of affidavit): #2 (explanation required)

   (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes ___ or No ___

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):

   (A)    The fee is computed on the consideration paid or to be paid in money or money’s worth in the amount of ____________________

   (B)    The fee is computed on the fair market value of the realty which is ____________________

   (C)    The fee is computed on the fair market value of the realty as established for property tax purposes which is ____________________

5. Check YES ___ or NO ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is ____________________

6. The deed recording fee is computed as follows:

   (A) Place the amount listed in item 4 above here: ____________________

   (B) Place the amount listed in item 5 above here: ____________________

   (If no amount is listed, place zero here.)

   (C) Subtract Line 6(b) from Line 6(a) and place the result here: ____________________

ATET4-2013
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is ________________________________.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor ________________________________.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Responsible Person Connected with the Transaction

Sidney Dudley
Print or Type Name Here

Sworn this _____ day of __________ 20___

Notary Public for ________________________________
My Commission Expires: __________, 20___
STATE OF SOUTH CAROLINA  )  EXCLUSIVE STORM  
)  WATER DRAINAGE  
)  EASEMENTS  
COUNTY OF CHARLESTON  )  CITY OF CHARLESTON

This Agreement is made and entered into this_______day of________________, 2022, by and 
between the City of Charleston, a Municipal Corporation organized and existing pursuant to the 
laws of the State of South Carolina (herein the “City”) and PULTE HOME COMPANY, LLC 
(herein the “Owner”).

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage 
ditches and appurtenances (“Storm Water System”) across a portion of property identified by and 
designated as Charleston County tax map numbers 253-00-00-199, 253-00-00-285, and 253-00-
00-334 and to accomplish this objective, the City must obtain certain easements from the Owner 
permitting the maintenance of the Storm Water System through the referenced portion of the 
Owner’s property, as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and 
is minded to grant unto it certain permanent and exclusive storm water drainage easements in and 
to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the 
drainage improvements to the property, the Owner has granted, bargained, sold, released and 
conveyed by these present and does grant, bargain, sell, release and convey unto the City of 
Charleston all of those certain drainage easements more particularly described on Exhibit A, 
attached hereto and incorporated herein by reference.

The City shall at all times have the right of ingress and egress to the land affected by the said 
Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, 
maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent 
Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, 
shrubs or other elements damaged or destroyed within the confines of these Exclusive and 
Permanent Storm Water Drainage Easements during the conduct of its allowable activities as 
described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF 
CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all 
persons whomsoever lawfully claiming or to claim the same or any part thereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK; 
SIGNATURE PAGES AND EXHIBIT TO FOLLOW]
IN WITNESS WHEREOF, the City of Charleston has set its Hand and Seal the day and year first above written.

WITNESSES:

Witness #1

CITY OF CHARLESTON

By: Matthew Fountain
Its: Director of Stormwater

Witness #2

STATE OF SOUTH CAROLINA  )
COUNTY OF CHARLESTON  )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Matthew Fountain, the Director of Stormwater of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on this _______ day of____________________, 2022.

Signature: _______________________________________
Print Name of Notary: ____________________________________
Notary Public for South Carolina
My Commission Expires: __________________________________
SEAL OF NOTARY

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE AND EXHIBIT TO FOLLOW]
IN WITNESS WHEREOF, the Owner has set its Hand and Seal the day and year first above written.

WITNESSES:

Witness #1
Print Name: Justin Smith

Witness #2
Print Name: Kaylyn Barks

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: ________________________________
Print Name: Sidney Dudley
Its: Vice President of Land Development

STATE OF SOUTH CAROLINA       )
COUNTY OF CHARLESTON            )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Sidney Dudley, the Director of Land Development of Pulte Home Company, LLC, a Michigan limited liability company, on this 07th day of May, 2022.

Signature: Kaylyn Barks
Notary Public for South Carolina
Print Name of Notary: Kaylyn Barks
My Commission Expires: 10/24/2022

SEAL OF NOTARY

[REMAINDER OF PAGE INTENTIONALLY BLANK;
EXHIBIT TO FOLLOW]

Page 3 of 4
EXHIBITA

[DESCRIPTION OF DRAINAGE EASEMENTS]

All those certain drainage easements of various widths being shown and labeled "COC DE" or otherwise designated as City of Charleston drainage easements, on that certain plat entitled, "FINAL PLAT SHOWING THE ABANDONMENT OF THE PROPERTY LINES BETWEEN TMS NO. 253-00-00-199 (31.498 AC), TMS NO. 253-00-00-285 (6.604 AC), AND TMS NO. 253-00-00-334 (17.094 AC), AND SHOWING THE SUBSEQUENT SUBDIVISION TO CREATE GRACE PLANTATION CONTAINING 76 LOTS (21.336 AC), H.O.A. AREAS (29.514 AC), AND RIGHT-OF-WAYS (4.346 AC) PROPERTY OF PULTE HOME COMPANY, LLC, LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA," by Richard D. Lacey (SCPLS 16120) of HLA, Inc., dated July 1, 2021, and recorded on _______________, in Plat Book __________ Pages _____ through _____ in the ROD office for Charleston County, South Carolina (the "Plat").

SAID EXCLUSIVE STORMWATER DRAINAGE EASEMENTS having such the size, shape, dimensions, buttins, and boundins as will by reference to said plat more fully and at-large appear.

[END OF DOCUMENT]
**Infrastructure Survey – Roadways**  
*City of Charleston, South Carolina*

**Project Name:** Grace Landing (FKA Grace Plantation)

### Roadway Identification and Limits:

<table>
<thead>
<tr>
<th>Name of Street on Final Plat</th>
<th>Parish House Circle</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section of Street</td>
<td>□ Partial   ✔ Complete</td>
</tr>
<tr>
<td>Section of Street Begins at</td>
<td>0+00.00 / 0+00.00</td>
</tr>
<tr>
<td>Section of Street Ends at</td>
<td>16+34.43 / 17+97.73</td>
</tr>
<tr>
<td>Subdivision Name &amp; Phase (If Applicable)</td>
<td>Grace Landing (FKA Grace Plantation)</td>
</tr>
</tbody>
</table>

**Check One:**

- ✔ Residential  
- □ Commercial  
- □ Light Industrial  
- □ Heavy Industrial

### Roadway:

<table>
<thead>
<tr>
<th>Wearing Surface</th>
<th>Asphalt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roadway Total Length</td>
<td>3.432.16 LF</td>
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<tr>
<td>Average Pavement Width</td>
<td>22'</td>
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<tr>
<td>Right-of-Way Width</td>
<td>50'</td>
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<tr>
<td>Pavement Section: (Materials, SCDOT Designation and Thickness)</td>
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</tr>
<tr>
<td>Surface Course</td>
<td>Hot Mix Asphalt (Type C), Section 403, 1.75&quot;</td>
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<tr>
<td>Binder Course</td>
<td>Hot Mix Asphalt (Type C), Section 403, 2&quot;</td>
</tr>
<tr>
<td>Base Course</td>
<td>Graded Aggregate, Section 305, 4.5&quot;</td>
</tr>
<tr>
<td>Subgrade</td>
<td>In-situ subsoil / Structural fill, Section 208, 18&quot;</td>
</tr>
</tbody>
</table>

### Sidewalk:

<table>
<thead>
<tr>
<th>Material</th>
<th>Concrete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Width</td>
<td>5'</td>
</tr>
<tr>
<td>Length</td>
<td>6,864' (Total, Both Sides)</td>
</tr>
<tr>
<td>Side of The Street (Right, Left or Both)</td>
<td>Both</td>
</tr>
</tbody>
</table>

### Curb, Curb And Gutter:

- 6" Concrete Vertical Curb
- 6" Granite Curb
- Other Curb (Describe)
  - 18" Concrete Roll Curb and Gutter 6,864' (Sta.: 0+00 - Sta.: 2+71.77)
  - 24" Concrete Roll Curb and Gutter
  - 18" Concrete Vertical Curb & Gutter
  - 24" Concrete Vertical Curb & Gutter
  - Valley Gutter

### Cost Data, Roadway:

- Right-of-Way Costs (Cost of Land Only) $  
- Construction Costs (Roadway Construction Only) $ 402,705.32  
- Paid by Pulte Home Company, LLC  
- GL Account No. (City Use Only) #  

ISRI-2015
Cost Data, Sidewalk:

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<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Cost of Construction (For Sidewalks Only)</td>
<td>$7,036.00</td>
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<tr>
<td>Paid by</td>
<td>Pulte Home Company, LLC</td>
</tr>
<tr>
<td>GL Account No. (City Use Only)</td>
<td>#</td>
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Cost Data, Curb, Curb and Gutter:

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<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
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<td>$84,436.42</td>
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<tr>
<td>Paid by</td>
<td>Pulte Home Company, LLC</td>
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<tr>
<td>GL Account No. (City Use Only)</td>
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Comments:


Developer Certification:

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<tr>
<th>Details</th>
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</thead>
<tbody>
<tr>
<td>Name of Developer:</td>
</tr>
<tr>
<td>Developer’s Address:</td>
</tr>
<tr>
<td>Developer’s Authorized Signature:</td>
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</table>

Engineer Certification:

<table>
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<tr>
<th>Details</th>
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</thead>
<tbody>
<tr>
<td>Name of Engineer of Record:</td>
</tr>
<tr>
<td>Engineer’s Address:</td>
</tr>
<tr>
<td>Engineer’s Authorized Signature:</td>
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</tbody>
</table>

For City Use Only:

<table>
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<tr>
<th>Details</th>
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</thead>
<tbody>
<tr>
<td>City Council District Number:</td>
</tr>
<tr>
<td>Political Jurisdiction</td>
</tr>
<tr>
<td>Maintenance Jurisdiction</td>
</tr>
<tr>
<td>Review by Finance</td>
</tr>
<tr>
<td>Date of Acceptance/Dedication by City Council:</td>
</tr>
<tr>
<td>Forwarded to Finance</td>
</tr>
<tr>
<td>Forwarded to Charleston County</td>
</tr>
<tr>
<td>Forwarded to Gis</td>
</tr>
</tbody>
</table>
**Infrastructure Survey – Roadways**  
City of Charleston, South Carolina

**Project Name:** Grace Landing (FKA Grace Plantation)

<table>
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<tr>
<th>Roadway Identification and Limits:</th>
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<tbody>
<tr>
<td>Name of Street on Final Plat</td>
</tr>
<tr>
<td>Section of Street</td>
</tr>
<tr>
<td>Section of Street Begins at</td>
</tr>
<tr>
<td>Section of Street Ends at</td>
</tr>
<tr>
<td>Subdivision Name &amp; Phase (If Applicable):</td>
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</tbody>
</table>

**Check One:**

- ☑ Residential
- ☐ Commercial
- ☐ Light Industrial
- ☐ Heavy Industrial

**Roadway:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
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<tbody>
<tr>
<td>Wearing Surface</td>
<td>Asphalt</td>
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<td>Roadway Total Length</td>
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<tr>
<td>Average Pavement Width</td>
<td>22'</td>
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<tr>
<td>Right-of-Way Width</td>
<td>50'</td>
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<tr>
<td>Pavement Section: Materials, SCDOT Designation and Thickness</td>
<td></td>
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<tr>
<td>Surface Course</td>
<td>Hot Mix Asphalt (Type C). Section 403, 1.75&quot;</td>
</tr>
<tr>
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<td>Base Course</td>
<td>Graded Aggregate. Section 305, 4.5&quot;</td>
</tr>
<tr>
<td>Subgrade</td>
<td>In-situ subsoil / Structural fill. Section 208, 18&quot;</td>
</tr>
<tr>
<td>Underdrains (Right, Left or Both)</td>
<td>Both</td>
</tr>
</tbody>
</table>

**Sidewalk:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material</td>
<td>Concrete</td>
</tr>
<tr>
<td>Width</td>
<td>5'</td>
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<tr>
<td>Length</td>
<td>544' (Total. Both Sides)</td>
</tr>
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<td>Side of The Street (Right, Left or Both)</td>
<td>Both</td>
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**Curb, Curb And Gutter:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>6&quot; Concrete Vertical Curb</td>
<td></td>
</tr>
<tr>
<td>6&quot; Granite Curb</td>
<td></td>
</tr>
<tr>
<td>Other Curb (Describe)</td>
<td></td>
</tr>
<tr>
<td>18&quot; Concrete Roll Curb and Gutter</td>
<td>544' (Sta.: 0+00 - Sta.: 2+71.77)</td>
</tr>
<tr>
<td>24&quot; Concrete Roll Curb and Gutter</td>
<td></td>
</tr>
<tr>
<td>18&quot; Concrete Vertical Curb &amp; Gutter</td>
<td></td>
</tr>
<tr>
<td>24&quot; Concrete Vertical Curb &amp; Gutter</td>
<td></td>
</tr>
<tr>
<td>Valley Gutter</td>
<td></td>
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</tbody>
</table>

**Cost Data, Roadway:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Right-of-Way Costs (Cost of Land Only)</td>
<td>$</td>
</tr>
<tr>
<td>Construction Costs (Roadway Construction Only)</td>
<td>$ 30,748.18</td>
</tr>
<tr>
<td>Paid by</td>
<td>Pulte Home Company, LLC</td>
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<tr>
<td>GL Account No. (City Use Only)</td>
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### Comments:


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<tr>
<td>Name of Developer:</td>
<td>Pulte Home Company, LLC (Justin Smith)</td>
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<tr>
<td>Developer’s Address:</td>
<td>4401 Leeds Avenue, Suite 400, North Charleston, SC 29405</td>
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<tr>
<td>Developer’s Authorized Signature:</td>
<td></td>
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<tr>
<td>Name of Engineer of Record:</td>
<td>Seamon Whiteside &amp; Associates (P. David Prohaska)</td>
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<tr>
<td>Engineer’s Address:</td>
<td>501 Wando Park Blvd., Suite 200, Mount Pleasant, SC 29464</td>
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June 22, 2022

Mr. Michael Black, PE
District Maintenance Engineer
SCDOT District 6
6355 Fain Street
North Charleston, SC 29405

Subject: Maintenance of 1,110 LF of five-foot concrete sidewalk and seven ADA compliant handicap ramps on Morrison Drive (US-52) and Jackson Street (S-1777) in conjunction with the Morrison Yard Apartment Project.

Dear Mr. Black:

This letter concerns the proposed 1,110 LF of five-foot concrete sidewalk and seven handicap ramps on Morrison Drive (US-52) and Jackson Street (S-1777) in conjunction with the Morrison Yard Apartment Project.

The City Council of Charleston, at its meeting held June 21, 2022 agreed to accept maintenance responsibility for these items. The work will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain these improvements in compliance with current ADA and SCDOT standards. (ADA Standards for Transportation Facilities, SC Highway Design Manual, SCDOT Standard Drawings, AASHTO Guide for Development of Pedestrian Facilities).

Should there be any questions please contact me at 843-724-3777 or obrien@charleston-sc.gov.

Sincerely,

Thomas F. O’Brien
Director of Public Service

CC: Malcolm Glenn, SW & Associates
Brian Pokrant, GIS Analyst
June 2, 2022

City of Charleston – Clerk of Council
80 Broad Street
Charleston, SC 29401

City Council Request for:
Morrison Drive Sidewalk Improvements
City of Charleston, SC

Dear Council Members,

The subject project is a linear sidewalk improvements project located along Morrison Drive, between Stuart Street and Grace Bridge Street, within the City of Charleston’s jurisdiction. The subject project is pursuant to the Memorandum of Agreement executed between the Owner and the City of Charleston on December 21, 2021 to support access between the new Morrison Yard Apartment development and the surrounding community.

The purpose of this letter is to request City Council’s approval to authorize the signing of a South Carolina Department of Transportation (SCDOT) Encroachment Permit Application for the construction of the subject sidewalk improvements located within the Morrison Drive (US-52) Right-of-Way. SCDOT has required that the Encroachment Permit Application be made in the City of Charleston’s name, since the City of Charleston will be maintaining the sidewalk once constructed.

A summary of the proposed sidewalk improvements project is listed below:

1) Approximately 1,110-LF of 5-ft wide cast in place concrete sidewalk
2) Seven (7) new ADA Compliant Curb Ramps
3) Two (2) New CARTA Bus Shelters

It is our understanding that this request is formally made by the Public Services Department, through the Public Works Committee, to City Council. Should you have any questions, please do not hesitate to contact our office.

SEAMON, WHITESIDE & ASSOCIATES, INC.

Malcolm Glenn, PE
Civil Engineering Project Manager

Enclosures:

1) Memorandum of Agreement (Executed December 21, 2021)
2) Sidewalk Improvements Exhibit
City of Charleston
South Carolina
Department of Public Service

June 22, 2022

Mr. Michael Black, PE
District Maintenance Engineer
SCDOT District 6
6355 Fain Street
North Charleston, SC 29405

Subject: Maintenance of 115LF 15" French drainpipe and three (3) 12" yard inlets along Savannah Hwy (US-17).

Dear Mr. Black:

This letter concerns the proposed 115LF of 15" French drainpipe and three 12" yard inlets within the SCDOT right-of-way shown on the attached drawings on Savannah Highway (US-17).

The City Council of Charleston, at its meeting held June 21, 2022 agreed to accept maintenance responsibility for these items. The work will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain these improvements in compliance with current ADA and SCDOT standards. (ADA Standards for Transportation Facilities, SC Highway Design Manual, SCDOT Standard Drawings, AASHTO Guide for Development of Pedestrian Facilities).

Should there be any questions please contact me at 843-724-3777 or obrien@charleston-sc.gov.

Sincerely,

[Signature]

Thomas F. O’Brien
Director of Public Service

CC: Anthony Giralo, Stormwater Management
Brian Pokrant, GIS Analyst
SAVANNAH HIGHWAY – ROADSIDE DRAINAGE IMPROVEMENTS

Date April 2022

Phase Design & Permitting

Council Districts 11 – Ross Appel

Design Engineer City Staff

Construction Contractor TBD

Construction Engineering & Inspection City Staff

Estimated Cost TBD

Allocated Budget $190,000

Description
Along Savannah Highway between Nicholson Street and Campbell Drive there is a significant elevation difference between the roadway and sidewalk. During heavy rain events, these conditions cause erosion of some of the areas between the road and sidewalk and cause collection of sediment and debris on the sidewalk. There are also several large trees that have impacted the sidewalk elevations from root growth. As a result, runoff does not properly flow into the existing inlets along the sidewalk and serious ponding occurs that makes the sidewalk impassable. The project will involve stabilizing some of the badly eroded areas, installing underdrain pipes and inlets to connect into the existing system, and replacing some of the surrounding sidewalk areas to facilitate proper drainage.

Update
The City has created a draft set of construction plans and is currently working through an encroachment permit review with SCDOT since Savannah Highway is under their jurisdiction. Once the encroachment permit is issued, the project will be prepared for bidding.
May 24, 2022

Via Certified Mail
Joe Swaim
City of Charleston | SW Management
2 George St
Charleston, SC 29401

RE: SC Route 461 (f/k/a SC Route 61), Charleston County

Dear Ms. Swaim:

Enclosed please find the original, executed quitclaim deed from the South Carolina Department of Transportation to the City of Charleston for portion of right of way adjacent to SC Route 461 (drainage and flood mitigation project for the Church Creek Basin Project), in Charleston County. Please have the deed recorded in the Register of Deeds Office for Charleston County and forward a copy of the recorded document to this office in the enclosed self-addressed, postage paid envelope.

If you have any questions or concerns about this matter, please feel free to contact me at 1-800-214-4495 or email me at giammonaal@scdot.org.

Sincerely,

Amy L. Giammona
Property Management
STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  
QUITCLAIM DEED

WHEREAS, pursuant to Section 57-5-340, Code of Laws of South Carolina, 1976, as amended, the South Carolina Department of Transportation has authority to dispose of the premises hereinafter described, which premises are no longer required for purposes of the South Carolina Department of Transportation;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the South Carolina Department of Transportation ("Grantor"), for and in consideration of the sum of Five Dollars ($5.00) to it in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, remise, release and quitclaim unto City of Charleston ("Grantee"), all its right, title, interest in or to the following described property:

All that certain piece, parcel, or tract of land, situate, lying, and being in Charleston County, State of South Carolina, containing approximately 1.41 acres, as shown on the South Carolina Department of Transportation Highway Plans for SC Route 61 under 10.195A sheets 24 & 25, (not SC Route 461), and further shown on Exhibit A, attached hereto and made a part hereof. Said property being bounded on the North by lands now or formerly Whitfield Construction Company, on the East by Oatfall Ditch right of way, on the South by railroad right of way, and on the West by Right of way of SC Route 461.

This being a portion of the right of way acquired by the South Carolina Department of Transportation for SC Route 61, under File 10.195A, from Whitfield Construction Company by Title to Real Estate dated May 13, 1992, being filed in the Charleston County Register of Deeds Office in Book 222 at Page 409, and also being filed in South Carolina Department of Transportation Deed Vault in Columbia, South Carolina under SC Route 61, File 10.195A, Tract 5 & 7.

Tax Map Nos.: TBD

Grantee's Address: 50 Broad Street
Charleston, SC 29401

This conveyance is being made subject to any and all existing public utility rights of user, reservations, easements, rights of way, control of access, zoning ordinances and restrictions or protective covenants that may appear on record or on the premises for the benefit of parties other than Grantor, it being Grantor's intent to convey all of its interest in the premises to Grantee.
CONDITIONS FOR REVERTER: This conveyance is being made to the Grantee for the express use for public purposes in perpetuity. If the Grantee shall cease to utilize this property for public purposes, then the property shall revert to the Grantor herein, who will have the right to re-enter and take possession of the property free of all restrictions and restraints.

RESERVING HOWEVER, unto the South Carolina Department of Transportation, its successors and assigns, the right to enter upon the aforesaid property for the purpose of maintaining the drainage, if any, on the property as deemed necessary by the South Carolina Department of Transportation.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto City of Charleston, its, successors and assigns, forever.

WITNESS the hand and seal of the South Carolina Department of Transportation this 20th day of May, in the year of our Lord Two Thousand Twenty-Two.

Signed, sealed and delivered
in the presence of

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
By: (L.S.)
Christy A. Hall, P.E.
Secretary of Transportation
By: (L.S.)
Justin P. Powell
Deputy Secretary for Finance and Administration

THE STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

ACKNOWLEDGEMENT

Personally appeared before me the above named officers on behalf of South Carolina Department of Transportation and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 20th day of May, 2022.

Notary Signature

Printed Name of Notary

NOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINA
My Commission Expires: (Affix Seal if outside SC)
STATE OF SOUTH CAROLINA

COUNTY OF Charleston

AFFIDAVIT FOR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on the back of this affidavit and I understand such information.

2. The property being transferred is located at right of way for drainage adj to SC Route 461 Church Creek, bearing Charleston County Tax Map Number NA, was transferred by SC Department of Transportation to City of Charleston on May 20, 2022.

3. The deed is exempt from the deed recording fee because (See Instructions section of affidavit):
   (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;

   If exempt under Exemption #14 as described as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check: Yes [ ] / No [x]

4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the Transaction: Property Management of the South Carolina Department of Transportation.

5. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisonment not more than one year, or both.

   (Signature of Notary Public for South Carolina)

   My Commission Expires: 2/20/30

   (Printed Name of Notary)

   SCDOT Surplus <Property002> 6-2021(ssmorey)
CONSTRUCTION SPECIFICATIONS & CONTRACT DOCUMENTS

FOREST ACRES PHASE 2A AND 2B
DRAINAGE IMPROVEMENTS PROJECT

March 2022

Mayor John J. Tecklenburg

City Council

Boyd Gregg  Perry K. Waring
Kevin Shealy  Michael S. Seekings
Jason Sakran  A. Peter Shahid, Jr.
Robert M. Mitchell  Stephen Bowden
Karl L. Brady, Jr.  Ross A. Appel
William Dudley Gregorie  Caroline Parker
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## APPENDIX

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<td>A</td>
<td>Charleston Water System Approved Contractors List - For Large Projects</td>
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<td>B</td>
<td>Temporary Construction Easements</td>
</tr>
<tr>
<td>C</td>
<td>Pipe Video Inspection</td>
</tr>
<tr>
<td>D</td>
<td>Permit Approvals &amp; Special Conditions</td>
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CITY OF CHARLESTON
FOREST ACRES PHASE 2A AND 2B
DRAINAGE IMPROVEMENT PROJECT

To: All Prospective Bidders

Subject: Addendum #01

Date: April 8, 2022

This addendum modifies the Contract Documents only in the manner and to the extent stated herein and on any accompanying drawings. This addendum will become part of the Contract Documents. Except as specified or otherwise indicated by this addendum, all work shall be in accordance with the basic requirements of the Contract Documents.

Bidder shall acknowledge receipt of the Addendum in the space provided on the bid form. Failure to do so may constitute informality in the bid.

a. Changes to prior Addenda
   a. None with this addendum.

b. Changes to Bidding Requirements
   a. None with this addendum.

c. Changes to the Specifications
   a. Add the following paragraphs to Section 01232, Supplemental Conditions:

   **ADVERSE WEATHER AND WEATHER DELAYS:** For rain delays in excess of five (5) days per month, the Contractor shall be entitled to one day extension of time for each day in any given month that the actual rain days measured at the project exceeds the five (5) days. In order to qualify as a rain delay, there must be at one inch (1.0”) precipitation on the date in question. Precipitation is defined as any rain, snow, sleet, or hail that falls to the ground as part of a weather event. The Contractor shall maintain a rain gauge at the site and keep and document rain measurements at its own expense. The Contractor shall submit any requests for rain days by the tenth day of the following month. Rain and weather delay extensions of time are non-compensable delays, and the contractor shall be entitled to no additional compensation as a consequence of rain of weather-related extensions hereunder.
When making a claim for a time extension based on weather delay(s): 1. Submit a copy of all weather delay reports completed since the last month for which a time extension was previously claimed, or the commencement of Work if no previous claim, through the last month for which delay is being claimed. Claims for time extension based upon weather delays are unjustified if a submitted report does not corroborate the claim or if no report was submitted when it was required with an application for payment or if Contractor was not working on days without adverse weather. 2. If requested, submit daily jobsite work logs showing actual work days and which and to what extent construction activities have been affected by weather on a monthly basis. 3. Submit actual weather data to support claim for time extension obtained from nearest NOAA weather station or other independently verified source approved by Owner at beginning of project. 4. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods and submit. 5. If an extension of the Contract Time is appropriate, it shall be implemented in accordance with the General Conditions.

b. Add the following paragraphs to Section 01232, Supplemental Conditions:

Refer to the demolition plans for fences to be removed. Fences within the City’s drainage easements are to be taken down, where indicated on the plans, and placed on the homeowner’s property in a neat and organized manner unless otherwise specified on the plans. Fences are not to be demolished, but disassembled and clean cut to allow for reattachment. Masonry wall(s) shall be staked out and sawcut flush with the easement line.

There shall be no damage to any fences on private property. Damaged fences on private property shall be the Contractor’s responsibility and shall be replaced at the Contractor’s expense at no additional cost to the Owner. Upon completion of the project, homeowners can reinstall fences at their own expense, outside of the City’s easement.

Contractor shall maintain accurate easement flagging, silt fence, and orange construction fence throughout the duration of the project.

c. Add the following paragraphs to Special Section 400, Temporary Construction Easements:

The Contractor shall notify the property owner when performing any work occurring on or adjacent to the Palmilla Apartments property, located at 1385 Ashley River Road. The Contractor shall be responsible for coordinating directly with property ownership regarding any necessary removal, relocation, or replacement of fencing. The property owner will be responsible for any necessary removal and relocation of fencing.
There shall be no damage to any fences on the Palmilla Apartment’s property. Damaged fences on the apartment property shall be coordinated with the property owner for replacement at the Contractor’s expense at no additional cost to the Owner.

d. Changes to the Drawings
   a. None with this addendum.

e. General Clarifications
   a. None with this addendum.

f. Clarifications to Written Questions
   a. Question 1: Will the City provide an engineer’s estimate for each, Phase 2A and 2B?

      Response 1: No engineering estimates will be provided.

   b. Question 2: Who will be receiving the proposal(s) for Redi Rock wall design here?

      Response 2: The wall has been designed. Please refer to Construction Plan Sheets R1.1 and R1.2 for wall design, details, and specifications.

g. Bid Extension
   a. Bid Due Date is being extended until 2:00 PM Thursday May 12, 2022

END OF ADDENDUM 01
CITY OF CHARLESTON
FOREST ACRES PHASE 2A AND 2B
DRAINAGE IMPROVEMENT PROJECT

To: All Prospective Bidders

Subject: Addendum #02

Date: April 29, 2022

This addendum modifies the Contract Documents only in the manner and to the extent stated herein and on any accompanying drawings. This addendum will become part of the Contract Documents. Except as specified or otherwise indicated by this addendum, all work shall be in accordance with the basic requirements of the Contract Documents.

Bidder shall acknowledge receipt of the Addendum in the space provided on the bid form. Failure to do so may constitute informality in the bid.

a. Changes to prior Addenda
   a. None with this addendum.

b. Changes to Bidding Requirements
   a. None with this addendum.

c. Changes to the Specifications
   a. Section 01140, Bid, has been revised. The revised section (all 15 pages) is attached to this addendum.

   b. Paragraph 3.3A of Section 02900, Landscaping, shall be omitted.

   c. Special Provision SP700, Conditions Assessment and Vibration Monitoring, has been added and is attached to this addendum.

d. Changes to the Drawings
   a. Phase 2A Plan Sheets U1.1, U1.2, and U 1.3 were revised and are included with this addendum.
b. Phase 2B Plan Sheets U1.2, U1.3, and U1.6 were revised and are included with this addendum.

e. General Clarifications

a. NPDES and MS4 Permit Approvals for Phase 2B are attached.

b. Please find attached the Revised Bid Form.

f. Clarifications to Written Questions

a. Question 1: On Playground Road, the SCDOT Permit says no lane closures from 6:00 AM to 9:00 AM and from 1:00 PM to 7:00 PM. Can Playground Road be closed at night from 7:00 PM to 5:00 AM?

Response 1: The SCDOT has extended the window the contractor will be allowed to work from 8:30am to 3:30pm. The morning and afternoon no closure requirements are still in effect from 6:00am to 8:30am and 3:30pm to 7:00pm. This applies to both full detour and single lane closures. Playground Road can be closed (full detour) at night from 7:00pm to 6:00am.

b. Question 2: In Phase 2A, Bid Item 53: The Bid Item quantity does not match the quantity shown on the Plans.

Response 2: A revised bid form is included as part of this addendum.

c. Question 3: In Phase 2A & 2B there are 6 Bid Items that state: Water / Sewer Main in a Steel Casing. In Section 02667-9, Measure & Payment, Item 16. Casing: Says the Bid Item includes the Casing only. Is the Water/Sewer Carrier to be included in the Casing Bid Item or will the Carrier Pipe be paid in the Pipe Bid Item?

Response 3: The casing line item includes the casing only. The carrier pipe shall be included in the pipe bid item. The bid form was revised for clarity. A revised bid form is included as part of this addendum.

d. Question 4: In Phase 2B: Bid Item 40 & 47 is for 10" Water. We could not find any 10" Water on the Plans. Where is the 10" Water Located?

Response 4: The 10" water main line item has been removed. A revised bid form is included as part of this addendum.

e. Question 5: In Phase 1, is it the intent to open cut all the water services?

f. Question 6: In Phase 2B, Sheet U1.6: Shows New MH at PS-44 to be 4’ ID. This is an inside Drop MH. Should this be a 5’ ID MH?

Response 6: The plans were revised to indicate a 5’ ID MH.

g. Question 7: In Phase 2A, the detail for road cut replacement for utilities show a 4” Asphalt Patch and a minimum of 3’ of flowable fill. Should this requirement be reduced to select fill and a temporary 2” patch since other asphalt work will be done later in the work?

Response 7: The detail for road cut replacement for utilities shows a typical, final, fully installed condition. Flowable fill shall only be used when and where CWS specifications require it. A temporary 2” asphalt condition is acceptable at trenched locations, given that the scope of the project includes the milling and resurfacing of the entire road length within the project limits. However, a safe driving surface shall be maintained when the road is open to traffic.

h. Question 8. Is the access to St. Andrews Apartments Building 10 a handicap access?

Response 8: The access is ADA accessible and temporary ADA access must be maintained during construction. The walkway shall be restored upon completion of the project.

i. Question 9: Will an asbestos report be included for pricing any asbestos abatement required for the Section 01800, “Building Demolition”? If not, is the contractor responsible for the report and any cost of abating the asbestos?

Response 9: No asbestos or hazardous material survey of the structure at 838 Playground Road will be provided. The following note will be added to the issued for construction set of plans: The Contractor shall demolish the structure at 838 Playground Road per all applicable Federal, State, and local regulations. This shall include all applicable regulations for the assessment, removal, and proper disposal of hazardous materials prior to the full demolition of the structure.

Question 10: In reference to Section 02070, Selective Demolition, section 3.4, who is responsible for the cost of abating the contaminates and disposing of them if encountered?
Response 10: See response above.

j. **Question 11:** D1.2 of 2A, says to “protect existing ATT Comm Duct Bank” running on the south side of Playground Road, east/west. U1.1 along with other utility plans shows those duct banks as being abandoned. Please clarify if these are to be protected or abandoned.

Response 11: The shallow AT&T duct banks shown on the profile views were abandoned and replaced, in the immediate vicinity of the box culvert, with newly installed duct banks that are located below the invert of the proposed box culvert. Utility locating and coordination with the utility owners shall be done to confirm location of abandoned utilities and to protect the existing, active utilities per the contract documents.

k. **Question 12:** Reference 2A, conflict with duct banks and box culvert:

1. The profile shows the duct banks going thru the box culvert. Is there a detail on how the Engineer wants us to accomplish this?

2. Who is responsible for damage to the duct banks during a rain event caused by trash, limbs, etc. being carried thru the box culvert by the water?

Response 12: The communication lines in the duct banks have been relocated by AT&T in the immediate vicinity of the proposed box culvert to avoid conflict with the proposed drainage infrastructure. The contractor shall be responsible for coordinating with AT&T to demo and remove the abandoned section of duct banks.

l. **Question 13:** Will there be a Minority Pre-Solicitation Meeting by the City?

Response 13: No.

m. **Question 14:** In reference to the temporary access protective cover and walkway for Building 10, is there any standard we are to build the cover and walkway?

Response 14: The temporary covered access/walkway shall be ADA accessible and meet all applicable codes and regulations for temporary access during construction.

n. **Question 15:** If all Erosion Control Measures per the contract documents are installed correctly and a “Storm or Water Event” occurs and the erosion control measures are overcome and damage occurs, will the contractor be paid to fix what was damaged?
Response 15: Refer to the contract documents, including Paragraph 2.17 and Paragraph 6.6 of Section 01230, General Conditions.

o. **Question 16:** Pay item #5 on both 2A and 2B is being paid by acres but Section 02110, “Site Clearing” says payment is to be lump sum. Please advise.

Response 16: The clearing pay items on the bid form were revised to be consistent with the specifications. A revised bid form is included as part of this addendum.

p. **Question 17:** Section 02560, “Flowable Fill” says to include the cost of flowable fill in the line item “Traffic Control”. Is this where you want it?

Response 17: Correct, the cost for flowable fill shall be included in the Traffic Control line item per the specifications.

q. **Question 18:** Is the Owner carrying the Builders Risk Insurance?

Response 18: No, the Owner will not be carrying Builders Risk Insurance.

r. **Question 19:** Who has the cost of the SWPPP weekly inspections?

Response 19: The cost of weekly SWPPP inspections shall be the responsibility of the contractor.

s. **Question 20:** Is the Owner going to provide crack and vibration monitors for the adjacent properties of the Project?

Response 20: The Contractor shall be responsible for coordinating conditions assessments and vibration monitoring per the newly added Special Provision, SP700, for Conditions Assessment and Vibration Monitoring. Any damage resulting from construction shall be the Contractor’s responsibility. An Owner’s Contingency Cash Allowance was added to cover the cost of this work per the newly added Special Provision, SP700, for Vibration Monitoring.

t. **Question 21:** Can we use any other DBE and Women Owned lists other than the City’s to get the 20%?

Response 21: Yes, however, all MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s MBE office per the contract documents.

u. **Question 22:** Which line item do we put the cost of the Landscaping Maintenance per Part 4-Maintenance and Warranty, 4.1B?
Response 22: Landscaping maintenance shall be included in the cost of the associated landscaping related bid line item.

v. Question 23: Phase 2A pay item #17 has 1400lf of 4” Yellow Solid Lines (Pvt. Edge Lines) Thermo. Plans show white edge lines on both sides and a 4” Double Yellow Edge Line down the center of Playground Road. Please advise where we are to put the cost of the Double Yellow Line?

Response 23: The cost of the double yellow edge line down the center of Playground Road shall be covered by the “4” Yellow Solid Lines – Thermoplastic 90 Mil.” Line item. This line item description was revised for clarity.

w. Question 24: Where do we put the cost of the 12’ by 24” Pavement stop line shown on 5th Avenue?

Response 24: This item has been added to the bid form. A revised bid form is included as part of this addendum.

x. Question 25: Phase 2A, pay item #52, Service Connections, has 3 each yet U1.1 shows 5 each. Please advise.

Response 25: The bid form has been reviewed and revised accordingly. A revised bid form is included as part of this addendum.

y. Question 26: Where do we put the cost of the Temporary painted Lines?

Response 26: Temporary pavement markings have been added to the bid form.

z. Question 27: Sheet U1.1 of Phase 2A, Note 6 says “Contractor shall reroute existing gas line under drainage pipes and box culvert during construction.” Is the Contractor responsible for rerouting Dominion’s gas line or coordinate with Dominion for the relocation? If contractor is responsible for the work and cost, where do we put that cost on the bid spread sheet?

Response 27: Contractor shall coordinate with Dominion for the relocation of the gas line as necessary. There are cash allowances that are intended to cover this items upon approval and authorization of the Owner.

aa. Question 28: Section 02900, “Landscaping”, 3.3A “Sodding” says not to install Sod until the irrigation system is installed and says “Grassed areas lost due to an inoperable irrigation system shall be regrassed at no cost to the Owner” Since there is no irrigation system in the project, will this section be deleted?
Response 28: Yes, Section 02900, Landscaping, 3.3A shall be omitted. However, the contractor is responsible for irrigating all sodded/landscaped areas per the contractor documents.

bb. Question 29: Section 02902 “Grassing” looks like the work is of a different nature than “Sodding” as defined in Section 02990 “Landscaping”. Should there be another pay item for this work?

Response 29: All disturbed areas to be grassed shall be sodded and paid for under the bid line item “Sodding” unless otherwise specified in the Landscaping Plans: L1.1 L2.1, L2.2 and L2.3. Installation of sod shall be according to the specifications related to sod in Section 02902, Grassing.

c. Question 30: Are all the pavement markings shown on C4.2 of Phase 2A drawings thermoplastic?

Response 30: Yes.

d. Question 31: Does the City have any provisions for increased cost and/or time due to a force majeure event such as a supply chain delay or price increase due to a pandemic, act of God or war?

Response 31: Refer to paragraph 6.6 in Section 01230, General Conditions.

e. Question 32: If there is a discrepancy between Section 5.11 Insurance and Exhibit C, City Agents Insurance Requirements, which one governs?

Response 32: The more stringent requirement shall apply. Exhibit C, City Agents Insurance Requirements, provided as an attachment to this addendum.

ff. Question 33: What does the symbol that is a circle with the bottom half colored black? We do not see it on the Legend but there are 2 each shown on Phase 2A, Sheet D1.2, at the end of the underground fiber runs crossing Playground Rd., almost across 5th Avenue. Please advise.

Response 33: These two symbols represent two smaller, service utility poles.

gg. Question 34: What is the “bid holding” time before award?

Response 34: Refer to “WITHDRAWAL OF BIDS” in Section 01110, Information for Bidders, of the Contract.

hh. Question 35: What is the expected existing water flow rate to anticipate across Playground Road at the proposed box culvert crossing?
Response 35: The 25-year design flow rate across Playground Road at the box culvert crossing is 174 cfs.

ii. Question 36: Looks like the Traffic Control plan for Phase 2A conflicts with the SCDOT permit in Appendix D. Please advise.

Response 36: The SCDOT has extended the window the contractor will be allowed to work from 8:30am to 3:30pm. The morning and afternoon no closure requirements are still in effect from 6:00am to 8:30am and 3:30pm to 7:00pm. This applies to both full detour and single lane closures. Playground Road can be closed (full detour) at night from 7:00pm to 6:00am.

jj. Question 37: Is the existing water line running east/west in Phase 2A, Playground Road, restrained joints in the event the line needs to be exposed and supported during the installation of the new line?

Response 37: Correct. This is at the request of CWS for protection of their existing utilities. The cost shall be inclusive of the water and sewer line items.

kk. Question 38: On Phase 2B, reference the CIPP Lining, can we run new RCP instead of lining old RCP at the location shown on C1.7?

Response 38: No, the existing pipe will require lining due to existing site constraints. There are building encroachments, including a residential structure, on the City’s easement limiting space and access making any significant construction or excavation efforts unfeasible.

ll. Question 39: Can the power lines over the work on 2A be deenergized for us to install the box culvert thru Playground Road?

Response 39: The Contractor shall coordinate with Dominion.

mm. Question 40: Is there a GPR study for existing utilities within the project limits that can be shared? How confident is the engineer on the location/depths of existing utilities?

Response 40: There is not a GPR study for the existing utilities within the project limits. The information shown on the drawings relating to subsurface conditions is from the best available information and sources available to the Owner and Engineer. The accuracy of the information is not guaranteed by the Owner. Refer to the contract documents for additional information.

nn. Question 41: Section 02560 says to include “Flowable Fill” in the Traffic Control pay item. Is this your intent?
Response 41: Yes, any necessary flowable fill shall be included in the cost for Traffic Control.

oo. Question 42: Section 02110 “Site Clearing” says that Clearing is a lump sum item but the Pay item has it as Acres. Is this correct?

Response 42: Pay Item was revised to be lump sum to match specifications.

pp. Question 43: L1.1 shows a “Gravel Drive” with landscaping and what can be assumed as curbing, etc. No other drawings reflect this work. Is this work included and if so, what do we price?

Response 43: There is no curbing proposed on Sheet L1.1 or including as part of the scope for this project. This plan includes a gravel drive and the various landscape items as listed on the bid form.

qq. Question 44: Drainage Structure Table missing SMH 17.

Response 44: Table was updated. This revision will appear in the issued for construction set of plans.

rr. Question 45: Quantity Differences

18” RCP actual 207 if Pay item 74 If
24” RCP actual 536 if Pay item 323If
30” RCP actual 66 if Pay item 290 If

Response 45: Quantities have been updated and a revised bid form included.

ss. Question 46: “Replacement Fence” is called out on plans but no Pay item for “Replacement Fence”. Also, are we to assume the “Replacement Fence” is the 6’ vinyl covered?

Response 46: The fences noted to be removed and replaced in Phase 2A are to accommodate the new City acquired property as shown on Sheet G1.3. The replacement fences shall be in-kind and shall be placed along the new property line. This work is to be covered by the fence bid line items which were revised for clarity.

tt. Question 47: New Fencing locations are confusing on plans and could be better defined.

Response 47: Where indicated to be removed and replaced, the fence shall be installed along the new property line indicated on Sheet G1.3.
uu. **Question 48:** Water Service connections on Playground Road show 5 each but pay item has 3 each.

   Response 48: The bid form has been revised.

vv. **Question 49:** Where are we to put the costs to demo items such as storm boxes, demo of pipe that is not ancillary to the new pipe, fences and other items that do not go in pay items 7 and 8?

   Response 49: The intent is to follow SCDOT specifications, which indicate that the cost of the new pipe and structure line items are to be inclusive of the removal of existing pipe and structures to be replaced.

ww. **Question 50:** S2.0 Details 1 and 2 refer to “Dual 10x8 Concrete Box Culvert”. Confirm this a 10 x 5 PCBC.

   Response 50: Box culvert shall be single 10’ x 5’. This revision will appear in the issued for construction set of plans.

xx. **Question 51:** Specifications call for irrigation. No Pay Item for Irrigation.

   Response 51: Installation of irrigation is not a part of this project scope. Section 02900, Landscaping, 3.3A shall be omitted.

yy. **Question 52:** No quantities listed for Rip Rap and fabric on plans.

   Response 52: Dimensions are provided however the specific quantities at each location will be added to the plans and will appear in the issued for construction set of plans.

zz. **Question 53:** No Pay item for the “4” Double Yellow Edge Line” running down the center of Playground Road.

   Response 53: This pay item name was revised for clarity on the bid form to be “4” Yellow Solid Lines – Thermoplastic – 90 Mil”.

aaa. **Question 54:** No Pay item for the 24” Pavement Stopline.

   Response 54: The bid form has been revised to include this pay item.

bbb. **Question 55:** Sheets C1.5, C1.7 and C1.8 refer to details on sheet S1.1 and S1.2. No S1.1 and S1.2 included in plan set.

   Response 55: Sheet references were updated and will appear in the issued for construction set of plans.
ccc. **Question 56: Extent of “Handrail” areas confusing and no detail included.**

Response 56: Handrail was originally to be installed however this is no longer part of the scope due to fencing being installed by the apartment complex at a later date. Therefore, no handrail line item was included in the bid form and this note reference was removed from the plans. This revision will appear in the issued for construction set of plans. A bid alternate is include in the contract documents to allow for the installation of a fence along the easement line for the apartment complex, in the case that the apartment complex does not install a fence.

ddd. **Question 57: Extent of new Fencing confusing. Is it to go on all new easement lines?**

Response 57: The only new fencing in 2B is proposed along the St. Andrews Parks and Playground Property, adjacent to the maintenance yard. It shall be placed along the new easement line. Also, see answer above for the bid alternative included for fencing along the apartment complex.

eee. **Question 58: There are 2 pay items for Storm Boxes but there are 4 different types shown.**

Response 58: There are manholes and drop inlets. All drop inlets shall be SCDOT standard 24"x36" grates. The box sizes may vary.

fff. **Question 59:**

6x3 Box Culvert  Pay item 479 If vs 392 If actual.  
8x4 Box Culvert  Pay item 349 If vs 321 If actual.

Response 59: The bid form has been revised.

ggg. **Question 60: Head and Wing Walls. Pay item has 6 ea. Actual 12 each.**

Response 60: The bid form has been revised.

hhh. **Question 61: No pay item for Irrigation.**

Response 61: Installation of irrigation is not a part of this project scope. Section 02900, Landscaping, 3.3A shall be omitted.

iii. **Question 62: C1.3. Who relocates the “Access Road” to the St. Andrews Maintenance Facility? If us, need information as to what to provide.**

Response 62: This shall be coordinated with St. Andrews Parks and Playground. The intent is to shift/regrade the dirt access road as needed to accommodate new easement and fence.
Question 63: C1.3 Proposed Gate to Maintenance facility. If us, need a detail.

Response 63: The cost of the gate shall be inclusive of the fence line item. The gate type shall be coordinated with St. Andrews Parks and Playground.

Question 64: D1.2 Says to Protect the existing Pedestrian Bridge during construction. Plans show the new top of bank widens drainage ditch. Are we to include a new bridge since it will be too short for the new span?

Response 64: This pedestrian bridge was recently demolished and no longer an issue. This note will be removed in the issued for construction plan set.

Question 65: No Pay item for “Restoration of Surface Improvements” such as driveways, etc.

Response 65: No driveways are impacted.

Question 66: No Pay item for the “Temporary Covered Access/Walkway to Building 10”, where do we include this price?

Response 66: The cost of the temporary access shall be included in the mobilization line item.

Question 67: Please confirm the City intends to Award Phase 2A and Phase 2B together as a single contract to one Contractor.

Response 67: Yes, the City intends to award Phase 2A and 2B to a single Contractor.

Question 68: Please confirm the RCP Bid Quantities on the Bid Schedule for Phase 2A are correct, respectively I believe there is a mistake for Example: 18” RCP is listed at 74 LF, but on page C1.3 there is a run of 83 LF and run of 80 LF right next to each other.

Response 68: The bid form has been revised.

Question 69: Line item #28 on the Phase 2B Base Bid Document calls for 6 EA Head and Wing Wall Structures. The plans show 12 head and wing wall structures to be constructed. Is the Contractor to price these in pairs?

Response 69: The bid form has been revised.

Question 70: Please identify where the Graded Aggregate Base (10” Uniform), is being utilized on the project?

Response 70: Refer to the various road repair details.
rrr. **Question 71:** Is there any constraints on the number of days 5th Ave and Playground may be closed for the construction of the Box Culvert?

Response 71: Please see the answer to previous questions above.

sss. **Question 72:** Please confirm Franklin Drive and Brookwood Circle may be detoured while pipe is installed underneath.

Response 72: These roads may be detoured during daylight hours. The Contractor shall provide a detour plan and schedule to the Owner and Engineer for approval. The plan and schedule shall meet all applicable Federal, state (including the SCDOT) and local regulations.

END OF ADDENDUM 02
CITY OF CHARLESTON
FOREST ACRES PHASE 2A AND 2B
DRAINAGE IMPROVEMENT PROJECT

To: All Prospective Bidders

Subject: Addendum #03

Date: May 2, 2022

This addendum modifies the Contract Documents only in the manner and to the extent stated herein and on any accompanying drawings. This addendum will become part of the Contract Documents. Except as specified or otherwise indicated by this addendum, all work shall be in accordance with the basic requirements of the Contract Documents.

Bidder shall acknowledge receipt of the Addendum in the space provided on the bid form. Failure to do so may constitute informality in the bid.

a. Changes to prior Addenda
   a. None with this addendum.

b. Changes to Bidding Requirements
   a. None with this addendum.

c. Changes to the Specifications
   a. Please find attached revised Section 01140, Bid Form.

d. Changes to the Drawings
   a. None with this addendum.

e. General Clarifications
   a. None with this addendum.

f. Clarifications to Written Questions
   a. Question 1: Pay item #8 for Phase 2B: Site Excavation – 6,350 CY has been removed in the pay items included in Addendum #02. How will the Contractor be paid for site excavation for Phase 2B?
Response 1: This pay item was incorrectly omitted and has been added to the bid form. A revised bid form is included with this addendum.

b. **Question 2: Response to question 36 states that “Playground Road can be closed (full detour) at night from 7:00 PM to 6:00 AM”. Supplemental Condition Section 01232 #4 States that “Permissible working hours are from Monday through Friday, 7:00 AM to 7:00 PM. No work is permitted between Friday 7:00PM and Monday, 7:00 AM or holidays observed by the City”. When would these night work closures take place?**

Response 2: Exceptions to the work time restriction can be granted. Contractor is responsible for notifying the City Project Manager, coordinating with the City’s Traffic and Transportation, coordinating with the South Carolina Department of Transportation, and acquiring all applicable permits.

END OF ADDENDUM 03
SECTION 01105  
ADVERTISEMENT FOR BIDS

PROJECT:  FOREST ACRES PHASE 2A AND 2B DRAINAGE IMPROVEMENTS 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, April 28, 2022 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 drainage, roadwork, and site for both Phase 2A and Phase 2B as shown in the Drawings. The Work includes, but not limited to, demolition of building structures, excavation and ditch improvement (near Playground Road and Falkirk Drive, along St Andrews Park and Playground, and near Endo Drive/Rice Drive), installation of approx. 1610 LF drainage pipe diameters from 15” to 48”, installation of approx. 1100 LF of box culverts, installation of approx. of 135 LF of 48”x76” Elliptical culvert pipe, approx. 1070 LF of retaining wall installation, installing approx. 35 drainage structures, roadway repair and replacement, water and sewer utility relocation and traffic control.

EXPERIENCE: All bidders will need to include statement of qualifications and resume demonstrating ability to meet the Standards for Qualifications of Contractors detailed in Section 01232 - Supplemental Conditions of The Contract Documents.

DOCUMENT EXAMINATION: The Contract Documents may be examined on the City’s Bidline online (https://www.charleston-sc.gov/131/BIDLINE)

DOCUMENTS AVAILABLE: The Contract Documents may be examined on the City’s Bidline online (https://www.charleston-sc.gov/131/BIDLINE)

PRE-BID CONFERENCE: A mandatory Pre-Bid Conference will be held on Thursday, March 31, 2022 at 10:00 AM. This conference will be held virtually via Zoom. Zoom meeting information to be provided on the City’s Bidline online.

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)
SECTION 01110 INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS: Bids will be received at the time and place as specified in the Advertisement for Bids, and then at said office publicly opened and read aloud. Late Bids will not be accepted nor considered.

2. LICENSES: The attention of Bidders is directed to the provisions of the acts for licensing of General Contractors for the State of South Carolina and all requirements of such acts which have bearing upon this work shall be deemed a part of the Specifications as if written therein in full. The showing by the Contractor of his license number shall be deemed as the Contractor's representation that he is legally qualified to enter into the prescribed Contract for any/or all portions of the work included in his Bid.

All Bidders submitting a Bid shall have a currently valid State of South Carolina Contractor's License for performing work under this contract. Required license numbers shall be shown on the Bid form immediately below the signature identification and on the face of the sealed envelope containing the submitted Bid.

Subcontractors who will be engaged by the General Contractor shall also hold the required licenses.

3. BID SECURITY: Each Bid must be accompanied by a certified check of the Bidder, or a Bid Bond duly executed by the Bidder as principal and having as surety thereon a surety company qualified to do business under the laws of the State of South Carolina and satisfactory to the Owner, in an amount not less than five (5) percent of the Bid. Such check or Bid Bond will be returned to all except the three (3) lowest Bidders within three (3) days after the opening of Bids, and the remaining checks or Bid Bonds will be returned promptly after the Owner and the accepted Bidder have executed the Agreement, or, if no award has been made within 45 days after the date of the opening of Bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his Bid.

4. GUARANTY BONDS: The Bidder to whom the contract is awarded will be required to execute the Agreement within 10 calendar days from the date when Notice of Apparent Low Bid is delivered to the Bidder.

The Bidder to whom the contract is awarded will be required to obtain the Performance Bond and Payment Bond, each in the sum of the full amount of the Contract Price, within 10 calendar days from the date when Notice of Intent to Award is delivered to the Bidder.

The Bonds must be duly executed and acknowledged by the Bidder as principal and by a corporate surety company qualified to do business under the laws of the State of South Carolina and satisfactory to the Owner as surety, for the faithful performance of the Contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor.

Each Bond must be valid for one year beyond the date of final acceptance of the project.

5. EXECUTION OF CONTRACT: The Owner, within 10 days of receipt of an Agreement signed by the party to whom the Agreement was awarded, shall send the Agreement to City Council for approval and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

6. POWER OF ATTORNEY FOR BONDS: Attorneys-in-fact who sign Bid Bonds or Performance Bonds or Payment Bonds must file with each Bond a certified and effective dated copy of their power of attorney.
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
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 Joseph Swaim by e-mail: swaimj@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 Bids 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:

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 Forest Acres Phase 2A and 2B 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 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 (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:
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:

FOREST ACRES PHASE 2A AND 2B DRAINAGE IMPROVEMENT PROJECT

South Carolina General Contractor's License No. ____________________________

Classification __________________________________________________________

Expiration Date _________________________________________________________

City of Charleston Business License No. _________________________________
SECTION 01140

TO: City of Charleston (hereinafter called "Owner")
    2 George Street, Suite 2100
    Charleston, SC 29401

FROM: Gulf Stream Construction Company, Inc.
    1983 Technology Drive
    Charleston, South Carolina 29492
    Phone 843-572-4363

of the City of Charleston, County of Berkeley
and State of South Carolina, hereinafter called "Bidder."

PROJECT: Forest Acres Drainage Improvements – Phases 2A and 2B

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 to order and store materials, perform investigative work, and building structures demolition within 90 days thereafter and to fully complete the project within 366 consecutive calendar (455 days total) 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.
ADDENDA: Bidder acknowledges receipt of the following Addenda:

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<tr>
<th>Addendum No.</th>
<th>Date</th>
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<td>2</td>
<td>04/29/2022</td>
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<td>3</td>
<td>05/02/2022</td>
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### FOREST ACRES DRAINAGE IMPROVEMENTS – PHASE 2A

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<tr>
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<th>QUANTITY</th>
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<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
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<td>Rip-Rap Class C</td>
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<td>Soil and Erosion Control</td>
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Phase 2A Subtotal  $4883,045.40
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<td>Head and Wing Wall Structures</td>
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<td>Geotextile for Erosion Control</td>
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<td>Under RipRap (Class 2) Type B</td>
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Phase 2B Base Bid Subtotal $628,0479.26
FOREST ACRES DRAINAGE IMPROVEMENTS – PHASE 2B – BID ALTERNATE

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Phase 2B Bid Alternate Subtotal $59,295.00

Cash Allowances (if requested by the Owner)

a) Owner’s Contingency Cash Allowance* $250,000.00
b) Dry Utility Allowance** $100,000.00
c) Conditions Assessment and Vibration Monitoring Allowance*** $75,000.00

Grand Total (Base Bid + Bid Alternate + Allowances) $10,967,819.66

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*Owner’s Contingency Cash Allowance shall be used at the OWNER’S discretion for the project overruns or changes in scope of work. Contingency shall not be used at BIDDER’S discretion. Contingency shall only be used with approval and authorization by OWNER or OWNER’S REPRESENTATIVE.

** Dry Utility Allowance shall be used at the OWNER’S discretion for dry utility relocation work required for completion of the project. The Dry Utility Allowance shall not be used at BIDDER’S discretion. The Dry Utility Allowance shall only be used with approval and authorization by OWNER or OWNER’S REPRESENTATIVE.

*** Conditions Assessment and Vibration Monitoring Allowance shall be used at the OWNER’S discretion for conditions assessment and vibration monitoring of the project per SP700. The Conditions Assessment and Vibration Monitoring Allowance shall not be used at BIDDER’S discretion. The Conditions Assessment and Vibration Monitoring Allowance shall only be used with approval and authorization by OWNER or OWNER’S REPRESENTATIVE.

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.

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% of Bid Total.

7 of 15
($______________________) 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 (*strike-thru 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:

Gulf Stream Construction Company, Inc.
(Contractor)

By: _________________________________
(Signature)

J. Mark Hylton, PE
(Name)

President
(Title)

1983 Technology Drive
(Address)

Charleston, South Carolina 29492

(SEAL – if bid is by a Corporation)

SC General Contractor’s License No. B52302

Initial the following items to indicate compliance with specifications:

☑️ 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 Berkeley

J. Mark Hylton, PE, being first duly sworn, deposes and says that:

1. He is President of Gulf Stream Construction Company, Inc., 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)  
President  
(Title)

Subscribed and sworn to before me this 12th day of May, 20___

Shera A. Hill  
Executive Administrator (title)

My commission expires ___________.

SHERA A. HILLS  
NOTARY PUBLIC  
STATE OF SOUTH CAROLINA  
My Comm. Expires May 26, 2016
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.
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 29403, (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,
   - 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: Gulf Stream Construction Company, Inc.
Signature: [Signature]
President: [President]
Attest: [Attest]

Print Name: J. Mark Hylton, PE
Date: 01/12/22
City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of

J. Mark Hylton, PE

(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")

☐ 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.

☐ 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.

☐ 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.

☐ 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate minority participation.

☐ 5. Attended pre-solicitation meetings scheduled by the City.

☐ 6. Provided MBE with assistance in getting required bonding or insurance requirements or provided alternatives to bonding or insurance for subcontractors.

☐ 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.)

☐ 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.

☐ 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.

☐ 10. Negotiated joint venture, partnership or other similar arrangements with MBEs in order to increase opportunities for minority business participation.

☐ 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: 5/12/22 Name of Authorized Officer (Print/Type): J. Mark Hylton, PE

Signature: [Signature]

Title: President
City of Charleston, South Carolina Minority Business Participation Efforts  
(Use as many sheets as necessary)

I, J. Mark Hylton, PE, hereby certify that on this project we contacted the following minority business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

<table>
<thead>
<tr>
<th>#</th>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
<th>Minority Group Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Minority Firm Telephone Number</td>
<td>1136 Ben Barron Lane, Moncks Corner SC 29461</td>
<td>Women</td>
</tr>
<tr>
<td></td>
<td>Minority Firm Fax Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DBE Certification Number</td>
<td>03-0515441</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Minority Firm Telephone Number</td>
<td>1101 Trammell Rd, Anderson SC 29622</td>
<td>Women</td>
</tr>
<tr>
<td></td>
<td>Minority Firm Fax Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DBE Certification Number</td>
<td>30-13122395</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Minority Firm Telephone Number</td>
<td>1528 Traillee Drive, Charleston SC 29407</td>
<td>Women</td>
</tr>
<tr>
<td></td>
<td>Minority Firm Fax Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DBE Certification Number</td>
<td>06-02316-120</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Minority Firm Telephone Number</td>
<td>1939 Remount Road, North Charleston SC 29406</td>
<td>Women</td>
</tr>
<tr>
<td></td>
<td>Minority Firm Fax Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DBE Certification Number</td>
<td>03-112313-26</td>
<td></td>
</tr>
</tbody>
</table>

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.  
*See additional lists attached.*

Date: 5/12/22  
Name of Authorized Officer (Print/Type): J. Mark Hylton, PE  
Signature: J.  
Title: President  
Notary Seal:  
13 of 15
## AFFIDAVIT A

<table>
<thead>
<tr>
<th>#1. Minority Type:</th>
<th>MBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Firm Name:</td>
<td>Cornerstone Surveying and Engineering, Inc.</td>
</tr>
<tr>
<td>Contact:</td>
<td>Robert David Branton</td>
</tr>
<tr>
<td>Address:</td>
<td>1240 Bacon Bridge Road, Summerville SC 29485</td>
</tr>
<tr>
<td>Phone:</td>
<td>(843) 790-1493</td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>DBE Certification No.</td>
<td>70-30722-409</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>#2. Minority Type:</th>
<th>WBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Firm Name:</td>
<td>Soil Consultants, Inc.</td>
</tr>
<tr>
<td>Contact:</td>
<td>Martha Johnson</td>
</tr>
<tr>
<td>Address:</td>
<td>P.O. Drawer 698, Charleston SC 29402</td>
</tr>
<tr>
<td>Phone:</td>
<td>(843) 723-4539</td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>DBE Certification No.</td>
<td>03-050119-149</td>
</tr>
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<tr>
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<tbody>
<tr>
<td>Minority Firm Name:</td>
<td>BC Cannon Inc.</td>
</tr>
<tr>
<td>Contact:</td>
<td>Deirdre Cannon</td>
</tr>
<tr>
<td>Address:</td>
<td>2501 Rutherford Road, Greenville SC 29660</td>
</tr>
<tr>
<td>Phone:</td>
<td>(843) 820-2003</td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
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<td>DBE Certification No.</td>
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<tr>
<td>Minority Firm Name:</td>
<td>Bob Hammond Construction, Inc.</td>
</tr>
<tr>
<td>Contact:</td>
<td>Lorie Hammond</td>
</tr>
<tr>
<td>Address:</td>
<td>123 Lisa Ann Lane, Moncks Corner SC 29461</td>
</tr>
<tr>
<td>Phone:</td>
<td>(843) 820-2003</td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
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<th>#5. Minority Type:</th>
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<tbody>
<tr>
<td>Minority Firm Name:</td>
<td>Herndon Inc</td>
</tr>
<tr>
<td>Contact:</td>
<td>Frances O Herndon</td>
</tr>
<tr>
<td>Address:</td>
<td>1876 Whiting Way, Lugoff SC 29078</td>
</tr>
<tr>
<td>Phone:</td>
<td>(803) 438-1078</td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
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<td>DBE Certification No.</td>
<td>03-031621-320</td>
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<th>#6. Minority Type:</th>
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<tbody>
<tr>
<td>Minority Firm Name:</td>
<td>W. Frazier Construction, Inc</td>
</tr>
<tr>
<td>Contact:</td>
<td>Willie Frazier Jr</td>
</tr>
<tr>
<td>Address:</td>
<td>7050 Moberry Road, Ravenel SC 29470</td>
</tr>
<tr>
<td>Phone:</td>
<td>(843) 556-8784</td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>DBE Certification No.</td>
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<td>#7. Minority Type:</td>
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<td>-----</td>
</tr>
<tr>
<td>Minority Firm Name:</td>
<td>Affordable Land &amp; Lawn Care LLC</td>
</tr>
<tr>
<td>Contact:</td>
<td>Antonio Tomlin</td>
</tr>
<tr>
<td>Address:</td>
<td>107 Lancer Drive, Summerville SC 29485</td>
</tr>
<tr>
<td>Phone:</td>
<td>(843) 535-9673</td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
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<td>DBE Certification No.</td>
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<th>#8. Minority Type:</th>
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<tbody>
<tr>
<td>Minority Firm Name:</td>
<td>Green Acres Services, Inc.</td>
</tr>
<tr>
<td>Contact:</td>
<td>Karen Moore</td>
</tr>
<tr>
<td>Address:</td>
<td>142 Water Wheel Road, Ridgeville SC 29472</td>
</tr>
<tr>
<td>Phone:</td>
<td>(843) 873-6300</td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>DBE Certification No.</td>
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<th>#9. Minority Type:</th>
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<tbody>
<tr>
<td>Minority Firm Name:</td>
<td>Peggra Farms, LLC</td>
</tr>
<tr>
<td>Contact:</td>
<td>Renee Artigues</td>
</tr>
<tr>
<td>Address:</td>
<td>2908 St. Peters Road, Walterboro SC 29488</td>
</tr>
<tr>
<td>Phone:</td>
<td>(843) 893-3460</td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>DBE Certification No.</td>
<td>03-080610-73</td>
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<thead>
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<th>#10. Minority Type:</th>
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</thead>
<tbody>
<tr>
<td>Minority Firm Name:</td>
<td>Pro Lateral, LLC</td>
</tr>
<tr>
<td>Contact:</td>
<td>Catherine Wilson</td>
</tr>
<tr>
<td>Address:</td>
<td>511 Blue Dragonfly Dr, Charleston SC 29414</td>
</tr>
<tr>
<td>Phone:</td>
<td>(843) 556-8217</td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>DBE Certification No.</td>
<td>03-013121-300</td>
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<th>#11. Minority Type:</th>
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<tbody>
<tr>
<td>Minority Firm Name:</td>
<td>Seacoast Supply LLC</td>
</tr>
<tr>
<td>Contact:</td>
<td>Anne Forrest</td>
</tr>
<tr>
<td>Address:</td>
<td>7227 Cross Park Drive, North Charleston SC 29418</td>
</tr>
<tr>
<td>Phone:</td>
<td>(843) 377-2900</td>
</tr>
<tr>
<td>Fax:</td>
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<tr>
<td>DBE Certification No.</td>
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<th>#12. Minority Type:</th>
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<tbody>
<tr>
<td>Minority Firm Name:</td>
<td>Patt-Sing Trucking LLP</td>
</tr>
<tr>
<td>Contact:</td>
<td>Jerome Singleton</td>
</tr>
<tr>
<td>Address:</td>
<td>5234 Stonewall Drive, Summerville SC 29485</td>
</tr>
<tr>
<td>Phone:</td>
<td>(843) 670-3852</td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>DBE Certification No.</td>
<td>01-06181853</td>
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</tbody>
</table>
City of Charleston, South Carolina
Work to be Performed by Minority Businesses

Affidavit of J. Mark Hylton, PE

I hereby certify that on the Forest Acres Drainage Improvements Ph 2A/2B, Total Project Amount $10,947,819.06

I will make a good faith effort to expend a minimum of 20% 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:

<table>
<thead>
<tr>
<th>Name and Phone Number</th>
<th>Minority Code</th>
<th>Work Description</th>
<th>Dollar Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>E采集's</td>
<td>WBE</td>
<td>Asphalt</td>
<td>$109,982.50</td>
</tr>
<tr>
<td>Shen Company</td>
<td>WBE</td>
<td>Guardrails</td>
<td>$11,200.00</td>
</tr>
<tr>
<td>Green Acres</td>
<td>WBE</td>
<td>Landscape</td>
<td>$194,389.92</td>
</tr>
<tr>
<td>Soil Consultants</td>
<td>WBE</td>
<td>Testing</td>
<td>$21,416.50</td>
</tr>
<tr>
<td>Pro Lateral</td>
<td>WBE</td>
<td>Storm Drain Video</td>
<td>$15,412.00</td>
</tr>
<tr>
<td>Heinlein</td>
<td>WBE</td>
<td>Erosion Control</td>
<td>$50,438.50</td>
</tr>
<tr>
<td>BC Connor</td>
<td>WBE</td>
<td>Traffic Control</td>
<td>$18,053.00</td>
</tr>
</tbody>
</table>

Total MBE Participation: 20.22% $2,217,932.42

* 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: 5/2/22

Name of Authorized Officer (Print/Type): J. Mark Hylton, PE

Signature: [Signature]

Title: President

Sworn to before me this 12th day of May 2022 Notary Public for the State of South Carolina

Print Name: [Print Name]

Phone Number: 843-572-4363

Address: 1983 Technology Drive
Charleston, SC 29492

Notary Seal:
*Continuation of previous page of 15

Forest Acres Drainage Improvements Phases 2A and 2B

**Addendum 03**

**AFFIDAVIT B**

City of Charleston, South Carolina

Work to be Performed by Minority Businesses

Affidavit of J. Mark Hylton, PE

(Name of Offeror)

Forest Acres Drainage Improvements Ph 2A/2B (Project Name)

Total Project Amount $10,967,819.66

I hereby certify that on the

I will make a good faith effort to expend a minimum of 20% 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:

<table>
<thead>
<tr>
<th>Name and Phone Number</th>
<th>*Minority Code</th>
<th>Work Description</th>
<th>Dollar Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>W. Fraizer</td>
<td>DBE</td>
<td>Agricore</td>
<td>$1,264,474.07</td>
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<tr>
<td>Structurl Supp</td>
<td>WBE</td>
<td>Construcn Supp</td>
<td>$1,918,336.25</td>
</tr>
</tbody>
</table>

Total MBE Participation: 2022% $2,217,932.42

* 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: ______________ Name of Authorized Officer (Print/Type): J. Mark Hylton, PE

Signature: __________________________

Title: President

Sworn to before me this ____ day of May, 2022 Notary Public for the State of South Carolina

My Commission Expires: __________________________

Notary Seal: __________________________

Print Name: 843-572-4363

Phone Number: 1983 Technology Drive

Address: Charleston, SC 29492

14 of 15 01140
Kevin Williamson
General Superintendent

Experience Over 40 years of professional construction experience.

Education Orangeburg Trident Vocational School, Engineering Graphics Technology

Areas of Construction Expertise

Unparalleled expertise and field experience in on-site supervision of all phases of recreational, commercial, industrial, and institutional infrastructure and site construction. Project supervision and administration. Extensive experience in all phases of clearing and grubbing, excavation, concrete flatwork, hardscape, granite curbing, bluestone, decorative finishes, road construction, mass grading, fine grading, storm water drainage, sewer and water, utilities, and paving system construction, scheduling, subcontractor coordination, document control, supervision of field personnel, health and safety, materials and equipment management and project cost control. Particular experience with complex projects, fast track time schedules, storm drainage, municipal road work, environmentally sensitive site conditions, site management, and improving site soil conditions.

The General Superintendent is responsible for oversight of all Superintendents, Foreman, field staff and their projects. The General Superintendent works to assure all Superintendents are meeting the goals set for the specific project and that they manage all field operational duties. The General Construction Superintendent oversees all phases of our construction projects from initial planning to completion.

Responsibilities

- Extensive knowledge of scheduling, cost control and safety procedures.
- Read and interpret all plans and specifications.
- Coordinate and manage all daily jobsite activities across our projects.
- Provide continuous oversight of subcontractors and suppliers.
- Ensure quality construction is performed and in strict accordance with the plans & specifications.
- Oversee quality control on our projects.
- Manage material and equipment deliveries.
- Ensure field staff maintains a clean and safe jobsite on each project.
- Assist Superintendents in creating and maintaining project schedules.
- Communicate clearly with all project team members.
- Coordinate inspections with local and third-party inspectors.
- Create and complete punch list.
Select Project Experience with Gulf Stream Construction Company, Inc.

Snee Farm Major Drainage Project - Mount Pleasant, South Carolina
Comprehensive site and infrastructure construction and improvements municipal infrastructure.
Major pipe installation, drainage system upgrades, pipe lining, water quality components and
drainage system restoration. Work in tidally influenced area and high groundwater table areas
Project Reference: Roger Lemon - Town of Mount Pleasant
1229 Ann Edwards Lane Mount Pleasant, SC 29-164 843-884-1229
Original Contract Amount $7,987,153
Change Order Total $1,080,554
Contacts: Woolpert Inc (Crystal Muller)
Town of Mt. Pleasant (Rick Griles, Sara Mittermeier, Ken Rhye, Paul Lykins)

Forest Acres & Heathwood Drive Improvements - City of Charleston, SC
Comprehensive site and infrastructure construction for major municipal improvements with civil
construction and major site improvements for this 500-Acre drainage basin project. Project includes
earthmoving and grading, roadwork, asphalt paving, concrete flatwork, curbing, and markings.
Project Reference: Rick Karkowski, P.E. - Thomas and Hutton
682 Johnnie Dodds Boulevard Mount Pleasant, SC 29464 843-849-0200
Original Contract Amount: $9,928,045.49
Change Order Total: $129,308
Contacts: City of Charleston (J. Frank Newman)
Thomas and Hutton (Talon Wagenknecht, Richard Karkowski, Hillary Harris)

US Highway North 17 - Mount Pleasant, South Carolina
US Highway with 30,000 LF, 6-lane roadway construction.
810 LF 4-lane bridge infrastructure construction.
Comprehensive site and infrastructure construction for major US Highway project.
Project Reference: Brad Morrison, P.E. - Town of Mount Pleasant
1229 Ann Edwards Lane Mount Pleasant, SC 29464 843-884-1229
Original Contract Amount: $56,679,444
Change Order Total: $6,001,580.51
Contacts: Town of Mt. Pleasant (Paul Lykins)
HDR (Keith Ingram, Kevin Turner, Matt Demarco)
SCDOT (Nathan Umberger, Anthony Noriega, Darlene Broughton, Jennifer Taylor)

Kiawah River Plantation - Johns Island, South Carolina
1,200-Acre Mixed Use and Luxury Residential Development. 2.2-Mile, 2, 3 and 4-lane Spine Road.
12,000 LF of Storm Drainage System Construction, Box Culvert Construction, 7 Miles of Asphalt
Roadway, 3 Miles 120-Inch Asphalt Paths, 438-LF Segmental Con-Span Bridge.
Aqua Barrier Containment System, Piles Installed in Tidal Areas.
Project Reference: Kevin O'Neill - Kiawah Investment LLC
320 Broad Street Suite 600 Charleston, SC 29401 843-722-2615
Original Contract Amount: $7,120,110.73
Change Order Total: $14,725,598 (includes a new job, not just changes to existing)
Contacts: Kiawah River Investments (Kevin O'Neill, Carter Redd)
Thomas and Hutton, Inc. (Bill Fellers, Tony Woody)

Cane Bay Plantation - Berkeley County, South Carolina
4,500-Acre Mixed Use and Residential Development. 2.2-Mile, 2, 3 and 4-lane Spine Road.
42,000 L.F of Storm Drainage System Construction, Box Culvert Construction, 11 Miles of Asphalt
Roadway, 5 Miles 120-Inch Asphalt Paths, 438-LF Segmental Con-Span Bridge.
Hanahan Downtown Streetscape Roadway Improvements - City of Hanahan, South Carolina
Comprehensive site and infrastructure construction for municipal roadway improvement project. Include civil work, grading, road construction, storm drainage, concrete flatwork, and asphalt paving.
Original Contract Amount: $1,879,300
Change Order Total: $390,408
Contacts: Stantec (Jamie Hairfield, Talon Wagenknecht, Allen Boyd, Jake Wastler)
City of Hanahan (Daniel Stewart)

SC Highway 41 and Joe Rouse Road Improvements - Town of Mount Pleasant, South Carolina
Comprehensive site and infrastructure construction for municipal roadway improvement project. Include civil work, roadway construction, storm drainage, concrete flatwork, asphalt paving and marine civil work, signalization, and markings.
Original Contract Amount: $1,013,430
Change Order Total: $910,113
Contacts: Town of Mt. Pleasant (Rick Griles, Sara Mittermeier, Ken Rhly, Paul Lykins)
Stantec (Jamie Hairfield)
Cane Bay Boulevard and Spine Road - Summerville, South Carolina
Comprehensive site and infrastructure construction for new roadways and municipal infrastructure. Clearing and grading, earth-moving, storm drainage, utility systems, curbing, concrete flatwork, asphalt paving, signage, and markings.

Old Fort Drive Extension - Summerville, South Carolina
Comprehensive site, and infrastructure construction for municipal roadway extension. Clearing and grading, earth-moving, storm drainage, utility systems, curbing, concrete flatwork, asphalt paving, signage, and markings.

Blue House Road Improvements - North Charleston, South Carolina
Comprehensive site and infrastructure construction for municipal roadway extension and improvements. Clearing and grading, earth-moving, storm drainage, utility systems, curbing, concrete flatwork, asphalt paving, lighting, signage, and markings.

Kiawah River - John's Island, South Carolina
Comprehensive site and infrastructure construction for private dirt to pave roadway improvements. Grading and earth-moving, storm drainage, utility systems, curbing, concrete flatwork, asphalt paving, hardscape elements, signage, and markings.

Ashley Hall Plantation Road Improvements - Charleston, South Carolina
Comprehensive civil and infrastructure construction for new municipal roadways and bridge. Demolition, earthmoving, storm drainage, curbing, concrete flatwork, and asphalt paving.

Ronnie Boals Boulevard - Mount Pleasant, South Carolina
Municipal Asphalt Roadway in the Shem Creek Historic District. Stormwater improvements and municipal roadway improvements adjacent to tidal Shem Creek. Civil construction, earth-moving, asphalt paving, extensive drainage improvements.

Beck Recreation Center - Georgetown, South Carolina
Comprehensive site construction and improvements for municipal recreation center. Earth-moving, drainage construction and improvements, minor utility work.

Wildcat Boulevard - Charleston, South Carolina
Civil and infrastructure construction, drainage, and utilities for 1.1-mile municipal road.

Rifle Range and Hamlin Roads Improvements – Mount Pleasant, South Carolina
Civil and infrastructure construction for municipal intersection improvements.

Boeing Aviation Campus – North Charleston, South Carolina
Comprehensive site and infrastructure construction for major aviation manufacturer facilities. Multiple projects: Interstate facility, paint facility, fire suppression facility, & utilities facility.

RPS Berkeley - Moncks Corner, South Carolina
Comprehensive civil construction for new recycling facility at the Berkeley County Municipal Landfill. Extensive earthmoving, drainage system, utility systems, Protection of wetlands, environmental management, concrete work, and paving.
Forest Acres Phase 2A and 2B Drainage Improvement Project
Corporate Resume Listing Similar Projects

Firm History and Experience: Gulf Stream Construction Company, Inc. (Gulf Stream) is a local South Carolina owned and operated company headquartered in The City of Charleston, South Carolina. We are a privately held company.

Brief Firm Overview: Gulf Stream was started in 1963, later incorporated in 1966, and maintains the same family ownership today. We employ over 281 full-time construction professional team members and specialize in comprehensive civil, site and infrastructure construction. Mark Hylton, Matt Blackwood, Kevin Williamson, Matt Arrants, Harmon Todd Robert Beasley, and our management team has been at Gulf Stream for over 15 years and collectively have more than 175 years of construction experience.

Principal Location: Our construction campus is headquartered in The City of Charleston. This is the location that will service this drainage improvement project. Our physical mailing and contact information is:

Gulf Stream Construction Company, Inc.
1983 Technology Drive
Charleston, South Carolina 29492
T 843-572-4363
F 843-572-9609
E-mail: mblackwood@gulfstreamconstruction.com

Firm Experience: In almost 60 years of site, civil and infrastructure construction, Gulf Stream has tremendous experience with infrastructure construction and improvement projects. We have successfully completed numerous intersection / roadway and drainage improvement projects in the region including the following municipal projects that have similar scopes of work to this project including similar materials and means of construction, drainage ditch improvements, drainage pipe and culvert installation in tidally-influenced areas and/or high water table conditions, asphalt paving, curb and gutter, water line construction, gravity sewer, utility coordination and SCDOT traffic control:

- Forest Acres and Heathwood Drive Drainage Improvements Phase 1
- Huger Street and King Street Intersection Drainage Improvements
- Courtenay Drive and Bee Street Intersection Improvements
• Snee Farm Comprehensive Drainage Improvements
• Low Battery Restoration Phase 1 (Murray Blvd & Seawall Reconstruction)
• Low Battery Restoration Project (Ashley Blvd to Council St.) Phase 2
• Low Battery Restoration Project (Limehouse St. to King St.) Phase 3 In Progress
• Isle of Palms Forest Trail / 30th Avenue Drainage Improvements
• Mossy Oak Basin 2 Drainage and Roadway Improvements (Beaufort, SC)
• Lord Calvert Drive Drainage improvements
• Ashley Hall Plantation Road Improvements
• Empire Avenue and O’Hear Drainage and Streetscape
• Beachwalker Drive Drainage Improvements
• Rifle Range / Hamlin Roads Intersection Improvements
• International Boulevard / Michaux Parkway Intersection Improvements
• SC Highway 41 and Joe Rouse Road Intersection & Drainage Improvements
• US Highway North 17 Widening and Improvements
• Bowman Road Widening and Improvements Phase I and II
• Mathis Ferry and LTP Intersection Improvements
• Blue House Road Extension and Improvements
• Old Fort Drive Extension and Improvements
• Ronnie Boals Boulevard Improvements
• Cane Bay Boulevard Construction
• King Street Streetscape Phase I
• Hanahan Downtown Streetscape
• Long Point Road Traffic Circle
• Mathis Ferry Road Traffic Circle
• Long Point Road and I-526 Improvements
• Park West Boulevard and Bessemer Drive
• Maybank Highway and River Road Intersection Improvements

Licenses: Gulf Stream is legally licensed to perform work in the state of South Carolina. Our Unlimited General Site Contractors License Number is G97255. Our additional license classifications include Highway (H15), Asphalt Paving (AP5), Concrete Paving (CP5), Water & Sewer (WL5), Building (BD5), Bridges (BR5), Marine (MR5) and Electrical Conduit (EL5).
Service Philosophy & What Sets Gulf Stream Apart: Our service philosophy is the client's best interest will be served on all projects. What sets Gulf Stream apart is:

- Locally founded, owned, and operated. We live here in Charleston.
- Our Project Managers and Estimators are degreed Engineers
- Well managed, fiscally robust, high bonding and insurance capabilities
- Modern and large fleet of earth-moving equipment
- Largest fleet of GPS-enabled equipment fleet in the region
- State-of-the-industry hardware and software packages
- Tremendous technical expertise in performing and completing civil, site and infrastructure construction. Civil construction elements that we build everyday include but are not limited to erosion control, traffic control and safety, clearing and grubbing, grading and earth-moving, dewatering, stormwater drainage, concrete curb and gutter, concrete sidewalks and flatwork, asphalt paving, grassing, markings and striping along with general site work elements.

Safety: Gulf Stream works safe... Period. We succeed at promoting an environment of safe and healthful working conditions, free of alcohol and drugs for the benefit of both our clients and our employees.

Financial Stability: Gulf Stream has a long history and maintains an excellent relationship with Travelers Casualty and Surety Company of America as the company’s bonding company and we are served by McGriff Insurance Services in Columbia, South Carolina. Presently, we maintain a bonding capacity of $40 million per project with $80 million aggregate. Our three-year average annual volume is more than $100 million and we have a current backlog of approximately $70 million. We have the good fortune of never having our bonding company to become involved or intervene with any of our projects.

SWMBE: We are committed to the equal opportunity for Disadvantaged Business Enterprise (DBE) businesses owned by women or minority persons and Small Business Enterprise (SBE) businesses to team on this and all our projects. We actively encourage, solicit, and support a diverse workforce to actively participate in the construction of our projects.

We believe that our team has the experience and resources required to successfully complete this Forest Acres Phase 2A and 2B Drainage Improvement Project. Our team is prepared to commit to this project and successfully complete the work in a high quality, team-spirited and timely manner.

No legal claims to report in the last five years.

End of document.
Client#: 711972

ACORD
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.
If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGriff Insurance Services
309 Columbia Ave
P. O. Box 8628, Columbia, SC 29202
Lexington, SC 29072

Gulf Stream Construction Co., Inc.
1963 Technology Drive
Charleston, SC 29492

INSURED

CONTACT NAME: SC Certificate Team
PHONE: 803 748-0100
FAX: 877 467-7214
EMAIL: SCCertificates@mcrig.com

INSURER A: Amerisure Mutual Insurance Co. 23396

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES:

CertiCATE NUMBER:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Exp (MM/DD/YYYY)</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>A COMMERCIAL GENERAL LIABILITY</td>
<td>CPP20062952102</td>
<td>01/22/2022</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PROPERTY $100,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person) $5,000</td>
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<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<td>GENERAL AGGREGATE $2,000,000</td>
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<td>PRODUCTS - COMPOD AGG $2,000,000</td>
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<td>A AUTOMOBILE LIABILITY</td>
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<td>COMBINED SINGLE LIMIT ($A accident) $1,000,000</td>
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<td>BODILY INJURY (Per person) $5</td>
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<td>BODILY INJURY (Per accident) $5</td>
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<td>PROPERTY DAMAGE (Per accident) $5</td>
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<td>A UMBRELLA LIABILITY</td>
<td>CU20998260602</td>
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<td>AGGREGATE $10,000,000</td>
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<tr>
<td>A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
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</tr>
<tr>
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</table>

DESCRIPTION OF OPERATIONS/Locations/VEHICLES: Project: Forest Acres Phase 2A and 2B Drainage Improvement

As required by and specified in a written contract or agreement, The City of Charleston AND ANY OTHER PARTY SPECIFIED IN THE CONTRACT are included as additional insureds as respects to the General Liability Including operating and completed operations per form CG7048 10/15 but only with respect to liability arising (See Attached Descriptions)

CERTIFICATE HOLDER

The City of Charleston
2500 City Hall Lane
Charleston, SC 29406

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D.G. Day

© 1988-2015 ACORD CORPORATION. All rights reserved.
out of the named insured’s operations under said written contract or agreement and always subject to the terms, conditions and exclusions of the policy forms.

A 30 Day notice of cancellation will be provided to the certificate holder with exception of 10 Days for nonpayment.
This endorsement changes the policy. Please read it carefully.

CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT – FORM A

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Agency Number</th>
<th>Policy Effective Date</th>
</tr>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Policy Expiration Date</th>
<th>Date</th>
<th>Account Number</th>
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<tr>
<td>01/22/2023</td>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Agency</th>
<th>Issuing Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gulf Stream Construction Co., Inc.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. a. SECTION II - WHO IS AN INSURED is amended to add as an additional insured any person or organization:
   (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
   (2) Who is named as an additional insured under this policy on a certificate of insurance.

b. The written contract, written agreement, or certificate of insurance must:
   (1) Require additional insured status for a time period during the term of this policy; and
   (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.

c. If, however:
   (1) "Your work" began under a letter of intent or work order; and
   (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
   (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

   we will provide additional insured status as specified in this endorsement.

2. The insurance provided under this endorsement is limited as follows:
   a. That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
      (1) Premises you:
          (a) Own;
          (b) Rent;
          (c) Lease; or
          (d) Occupy;
      (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:
(a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or

(b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.

(3) Completed operations coverage, but only if:

(a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or "your work" coverage; and

(b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

b. If the written contract, written agreement, or certificate of insurance:

(1) Requires "arising out of" language; or

(2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:

(a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or

(b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase "caused, in whole or in part, by" in paragraph 2.a. above is replaced by "arising out of".

c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:

(1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or

(2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or

(3) Both those endorsements with either of those edition dates; or

(4) Either or both of the following:

(a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or

(b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph 2.a. above applies.

d. Premises, as respects paragraph 2.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.

e. Additional insured status provided under paragraphs 2.a.(1)(b) or 2.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.

f. The limits of insurance that apply to the additional insured are the least of those specified in the:

(1) Written contract;

(2) Written agreement;

(3) Certificate of insurance; or

(4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

Includes copyrighted material of Insurance Services Office, Inc.
g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

(1) The preparing, approving, or failing to prepare or approve:

(a) Maps;
(b) Drawings;
(c) Opinions;
(d) Reports;
(e) Surveys;
(f) Change orders;
(g) Design specifications; and

(2) Supervisory, inspection, or engineering services.

h. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4. Other Insurance is deleted and replaced with the following:

4. Other Insurance.

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

a. Primary;
b. Excess;
c. Contingent; or
d. On any other basis;

but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph 2.h. Other Insurance. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. Other Insurance shown above.

<table>
<thead>
<tr>
<th>ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)</th>
</tr>
</thead>
</table>

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85 Copyright, Insurance Services Office, Inc., 1984
j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.
City of Charleston, South Carolina

BUSINESS LICENSE

LICENSE IS HEREBY GRANTED TO:
Gulf Stream Construction Company, Inc.
1983 TECHNOLOGY DR.
CHARLESTON, SC 29402

DATE OF ISSUE: 4-25-2022
CLASS: 8.1 - 238220

LICENSE # BL003336-05-2016

THIS LICENSE IS ISSUED ON THE PETITION OF THE APPLICANT, WHO ASSUMES ALL RESPONSIBILITY OF COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. THE CITY WILL MAKE NO REFUND IF SUCH LAWS PREVENT OR RESTRICT THE TRADE, BUSINESS OR PROFESSION HEREIN LICENSED.

Chief Financial Officer
CHARLESTON, SOUTH CAROLINA

This License Must Be Placed In The Front Window. If There Be No Such Window, Then In A conspicuous Part Of The Business Place.

Business License Receipt

<table>
<thead>
<tr>
<th>DATE</th>
<th>INVOICE #</th>
<th>LICENSE #</th>
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<tbody>
<tr>
<td>04/25/2022</td>
<td>00241290</td>
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ACCOUNT:
Gulf Stream Construction Company, Inc.
1983 TECHNOLOGY DR.
CHARLESTON, SC 29402.

Class: 8.1
NAICS: 238220

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<tr>
<th>Date</th>
<th>Status</th>
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<tr>
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<td>$92,431.18</td>
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</table>

Total Paid $92,431.18
ACCREDITED

Building Official - Hakhim Baynoud

Date of Issue
02/17/2022

License Number
LIC-01-3037-2022

General Contractor

County Contractor

Gulf Stream Construction Co Inc

Has Met All the Requirements of the County of Charleston for Licensing as a

Herby Certifies That

The County of Charleston, South Carolina
SECTION 01142

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned Gulf Stream Construction Co., Inc.

and Travelers Casualty & Surety Company of America, as Surety, are hereby held and firmly bound unto City of Charleston, S.C., as OWNER, in the penal sum of Five Percent of the Amount Bid (5%) 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 12th day of May, 2022.

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Charleston, S.C. a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

FOREST ACRES PHASE 2A AND 2B 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 executed 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 hereeto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Gulf Stream Construction Co., Inc.

By: [Signature]
Principal

Travelers Casualty & Surety Company of America

By: [Signature]
Surety

Duainette H. Cullum, Attorney-in-Fact

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)
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Duainette H. Gullum of COLUMBIA, South Carolina, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.

State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 12th day of May, 2022

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.
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 Gulf Stream Construction Company, Inc.
(Name of Contractor)

doing business as ____________________________
(an Individual), (a Partnership), or (a Corporation)

of the City of ___________, County of ____________, 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:

   FOREST ACRES PHASE 2A AND 2B 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 order and store materials and perform investigative work within 15 days of the Notice to Proceed. The CONTRACTOR will commence demolition on building structures within 90 days of the Notice to Proceed. The Contractor will commence construction no earlier and no later than the 91st day after the Notice to Proceed, unless approved to commence earlier by the City if sufficient materials are on site. The CONTRACTOR will fully complete the PROJECT within 365 consecutive calendar days after commencement of construction (455 total 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 Ten Million, Nine Hundred Sixty-Seven Thousand, Eight Hundred Nineteen and 66/100 Dollars ($10,967,819.66)

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
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 Apparent Low Bidder
5.10 Notice of Intent to Award
5.11 Change Orders
5.12 Notice to Proceed
5.13 General Conditions
5.14 Supplemental Conditions (Including Drawings, Technical Specifications, Permits, and Additional Information)

5.15 Addenda

No. 1 Dated 04-08-2022

No. 2 Dated 04-29-2022

No. 3 Dated 05-02-2022

No. N/A Dated N/A

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.
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)

Gulf Stream Construction Co., Inc.
(CONTRACTOR)

________________________________________
By:______________________________________

________________________________________
(President)

________________________________________
(SEAL)

1983 Technology Dr. Charleston SC 29492
(Address)

ATTEST:

________________________________________
(Secretary)

________________________________________
(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.

FOREST ACRES PHASE 2A AND 2B 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.
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: ____________________________

________________________________________
Address

Attorney-in-Fact

(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)

________________________________________
(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:

FOREST ACRES PHASE 2A AND 2B 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.
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) Secretary (SEAL)

Principal

By:____________________________________(S)

Address

Witness as to Principal

Address

ATTEST:

________________________________________
(Surety) Secretary

Surety

By:____________________________________

Attorney-in-Fact

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 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
thereof 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: Gulf Stream Construction Company, Inc.
1983 Technology Drive
Charleston, SC 29492

PROJECT DESCRIPTION:
FOREST ACRES PHASES 2A AND 2B DRAINAGE IMPROVEMENT PROJECT

The OWNER has considered the BID submitted by you on May 12, 2022, 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 $10,967,819.66.

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 26th day of May, 2022

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 27th day of May, 2022

By:
Title: President
NOTICE OF INTENT TO AWARD

TO: Gulf Stream Construction Company, Inc.
1983 Technology Drive
Charleston, SC 29492

PROJECT DESCRIPTION:
FOREST ACRES PHASE 2A AND 2B DRAINAGE IMPROVEMENT PROJECT

The OWNER has considered the BID submitted by you on May 12, 2022, 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 $10,967,819.86.

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: (NUMBER) Forest Acres Phase 2A and 2B Drainage Improvement Project (NAME)

CONTRACTOR: GULF STREAM CONSTRUCTION COMPANY, INC 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

Thomas and Hutton  Gulf Stream Construction Company, Inc.  City of Charleston
Architect/Engineer  Contractor  Owner

682 Johnnie Dodds Blvd  1983 Technology Drive  80 Broad St
Suite 100  Charleston, SC 29492  Charleston, SC 29401
Mt Pleasant, SC 29464  Address  Address

__________________________  __________________________  __________________________
Signature  Signature  Signature

By:  ______________________  By:  ______________________  By:  John J. Tecklenburg
Date:  ____________________  Date:  ____________________  Date:  ____________________

8-21-07
NOTICE TO PROCEED

TO: Gulf Stream Construction Company, Inc.
1983 Technology Drive
Charleston, SC 29492

Date: ________________

Project: Forest Acres Phase 2A and 2B Drainage Improvement Project

You are hereby notified to commence WORK in accordance with the Agreement dated ____________, on or before ____________, and you are to order and store materials and perform investigative work within 15 consecutive days, perform building structure demolition within 90 consecutive days, commence construction no earlier and no later than the 91st day after, unless otherwise approved by the City, and complete the WORK within 365 consecutive days thereafter (455 total calendar days). 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.

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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.
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.
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, sludging, baring, 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
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, capping, 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.
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
ACP  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
AHDDA  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
<table>
<thead>
<tr>
<th>Acronym</th>
<th>Full Name</th>
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<tr>
<td>APA</td>
<td>American Plywood Association</td>
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<tr>
<td>API</td>
<td>American Petroleum Institute</td>
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<tr>
<td>APWA</td>
<td>American Public Works Association</td>
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<td>American Railway Association</td>
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<td>Air Conditioning and Refrigeration Institute</td>
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<tr>
<td>ASA</td>
<td>Acoustical Society of America</td>
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<td>ASCE</td>
<td>American Society of Civil Engineers</td>
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<td>ASLA</td>
<td>American Society of Landscape Architects</td>
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<td>ASLE</td>
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<td>American Society of Mechanical Engineers</td>
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<td>ASQC</td>
<td>American Society for Quality Control</td>
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<td>ASSE</td>
<td>American Society of Sanitary Engineers</td>
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<td>ASTM</td>
<td>American Society for Testing and Materials</td>
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<td>AWS</td>
<td>American Welding Society</td>
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<td>AWWA</td>
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<td>BHMA</td>
<td>Builders Hardware Manufacturers Association</td>
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<tr>
<td>CABRA</td>
<td>Copper and Brass Research Association</td>
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<tr>
<td>CDA</td>
<td>Copper Development Association</td>
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<td>CEMA</td>
<td>Conveyor Equipment Manufacturers Association</td>
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<td>CGA</td>
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<td>CRSI</td>
<td>Concrete Reinforcing Steel Institute</td>
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<td>CSI</td>
<td>Construction Specification Institute</td>
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<td>DCDMA</td>
<td>Diamond Core Drill Manufacturers Association</td>
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<td>EIA</td>
<td>Electronic Industries Association</td>
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<td>FCI</td>
<td>Fluid Controls Institute</td>
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<td>Flat Glass Jobbers Association</td>
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<td>FM</td>
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<td>Federation of Societies for Paint Technology</td>
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<td>FSS</td>
<td>Federal Specifications, General Services Administration</td>
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<td>FHWA</td>
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<td>IBI</td>
<td>Insulation Board Institute</td>
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<td>IBR</td>
<td>Institute of Boiler and Radiator Manufacturers</td>
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<td>IEEE</td>
<td>Institute of Electric and Electronics Engineers</td>
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<td>IES</td>
<td>Illuminating Engineering Society</td>
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<tr>
<td>ILIA</td>
<td>Indiana Limestone Institute of America, Inc.</td>
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<td>IME</td>
<td>Institute of Makers of Explosives</td>
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<td>IP</td>
<td>Institute of Petroleum (London)</td>
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<td>IPC</td>
<td>Institute of Printed Circuits</td>
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<td>IPCEA</td>
<td>Insulated Power Cable Engineers Association</td>
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<td>ISA</td>
<td>Instrument Society of America</td>
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<td>ISO</td>
<td>International Organization for Standardization</td>
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<td>ITE</td>
<td>Institute of Traffic Engineers</td>
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<tr>
<td>MPTA</td>
<td>Mechanical Power Transmission Association</td>
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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
SAMACA 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: Thomas & Hutton, Rick Karkowski (843) 725-5280 or karkowski.r@tandh.com.

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
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 misfitting 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,
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 joining 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
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 2.2a 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.
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.
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 therefrom; 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
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 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.
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
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.
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.
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
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 or 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
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
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.
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.
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
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
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 thereunder, 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 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 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
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

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Bodily Injury</th>
<th>Property Damage</th>
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</thead>
<tbody>
<tr>
<td>Premises and Operations</td>
<td>$1,000,000/occurrence</td>
<td>$1,000,000/occurrence</td>
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<tr>
<td></td>
<td>$2,000,000/aggregate</td>
<td>$2,000,000/aggregate</td>
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<tr>
<td>Elevator Liability</td>
<td>$1,000,000/occurrence</td>
<td>$1,000,000/occurrence</td>
</tr>
<tr>
<td>Contractor's Protective Liability</td>
<td>$1,000,000/occurrence</td>
<td>$1,000,000/occurrence</td>
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<td></td>
<td>$2,000,000/aggregate</td>
<td>$2,000,000/aggregate</td>
</tr>
<tr>
<td>Products Liability, Including Completed Operations Coverage</td>
<td>$1,000,000/occurrence</td>
<td>$2,000,000/aggregate</td>
</tr>
</tbody>
</table>

*COI should name the City as an additional insured.

*Explosion, Collapse & Underground (XCU) should not be excluded if the work contemplates this exposure.
5.11.3 COMPREHENSIVE AUTOMOBILE LIABILITY

Automobile Liability

Combined single limit $1,000,000

(includes owner, non-owned and hired car)

Split Limits

Bodily injury per person: $500,000
Bi per occurrence: $1,000,000
Property Damage: $500,000

5.11.4 WORKERS COMPENSATION

Must fulfill the statutory requirements.

5.11.5 ENVIRONMENTAL LIABILITY

Per Occurrence: $1,000,000
Aggregate: $1,000,000

5.11.6 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**

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 therefrom 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 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 I, 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 PLAYGROUND ROAD, 5TH AVENUE, FALKIRK DR, ENDOR DRIVE, RICE DRIVE EXT, RICE COURT, BROOKWOOD CIRCLE**

   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. or holidays observed by the City.

   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.

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.

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 right-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 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.

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<tr>
<th>UTILITY SERVICE OR FACILITY</th>
<th>PERSON TO CONTACT</th>
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<tr>
<td>Telephone, Electric, Gas, Cable TV</td>
<td>Palmetto Utility Production Service</td>
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<td>1-888-721-7877</td>
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<td>Call 3 days prior to digging</td>
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<td>Water &amp; Sewer</td>
<td>Charleston CWS</td>
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<td>(843) 727-6800 (Ask for Service Department)</td>
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<td>Will send field technician to locate</td>
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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 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. STANDARDS FOR QUALIFICATION OF CONTRACTORS: All contractors must have expertise for scheduling all aspects of the project from start to finish. Any contractor with a history of excessive change orders will not be considered for the project.

The following shall be the minimum requirements established for qualification:

28.1 Provide a corporate resume listing projects in which the Contractor acted as the prime, or subcontractor, and was directly responsible for the reconstruction and/or repair work on infrastructure projects of similar size
and character. This shall include experience with similar materials and construction means and methods which would be appropriate for this type of work and the work environment. This work experience includes but is not limited to drainage ditch improvement, drainage pipe and culvert installation (in high water tables), asphalt and paving, curb and gutter, water line installation and relocations, gravity sewer system installation, water line relocation and/or replacement, gravity sewer line relocation and/or replacement, private utility coordination and relocation, and SCDOT Traffic Control in similar circumstances as this project.

28.2 Furnish proof in the form of a resume that the proposed project superintendent has at least five (5) years of experience with infrastructure projects of similar size and character, including extensive ditch improvements, box culvert installation, drainage pipe installation, public and private utility coordination and relocation, and intersection work. For each project, include the original contract amount, number of change orders, and total cost associated with the change orders. Also include five (5) references representing the owner/entity for whom the project was delivered. Include names, addresses, and telephone numbers of references that will testify to the successful completion of these projects by the superintendent. The resume' should also include the names of companies the individual was employed by while conducting the work.

28.3 Provide a history of any legal claims within the last five (5) years.

29. Add the following paragraph to the General Conditions after paragraph 6.2:

Contractor shall commence work under this contract within 15 days of receipt of the Notice to Proceed to order and store materials, perform investigative work, and building structures demolition within 90 days thereafter and to fully complete the project within 365 consecutive calendar (455 days total) days thereafter.

30. Following execution of the Agreement by the Owner and the Contractor, upon written Notice to Proceed, Contractor shall not begin construction activities, except demolition of structures indicated on the drawings, within 90 days of the Notice to Proceed date. Upon receiving the Notice to Proceed, the Contractor shall begin construction preparation, acquisition of materials, and establishing laydown and storage areas.

31. The City will not be providing additional workspace beyond the limits of disturbance shown on the plans. If additional laydown area is required, this will be the contractor's responsibility, at no cost to the City. The contractor will be responsible for obtaining any necessary permits or approvals.

32. Stored materials can be included for payment upon approval from the City. The contractor's Application for Payment should be submitted to the City, per the contract documents, supported by a progress schedule, the Contract schedule of values, bills of sale and detailed invoices for any stored material claims, documentation as to the location of the stored materials, and photos of the stored materials at the storage site. No compensation will be made for stored materials without proper documentation and approval from the City.

33. Phase 2B work shall not begin until Phase 2A work is complete or until written authorization is given by the City or Engineer to begin Phase 2B work.
34. Bids for Charleston Water Sewer System work will only be accepted from contractors listed on the Charleston Water System Approved Contractors List - For Large Projects (latest edition).

35. ADVERSE WEATHER AND WEATHER DELAYS: For rain delays in excess of five (5) days per month, the Contractor shall be entitled to one day extension of time for each day in any given month that the actual rain days measured at the project exceeds the five (5) days. In order to qualify as a rain delay, there must be at one inch (1.0") precipitation on the date in question. Precipitation is defined as any rain, snow, sleet, or hail that falls to the ground as part of a weather event. The Contractor shall maintain a rain gauge at the site and keep and document rain measurements at its own expense. The Contractor shall submit any requests for rain days by the tenth day of the following month. Rain and weather delay extensions of time are non-compensable delays, and the contractor shall be entitled to no additional compensation as a consequence of rain or weather-related extensions hereunder.

When making a claim for a time extension based on weather delay(s): 1. Submit a copy of all weather delay reports completed since the last month for which a time extension was previously claimed, or the commencement of Work if no previous claim, through the last month for which delay is being claimed. Claims for time extension based upon weather delays are unjustified if a submitted report does not corroborate the claim or if no report was submitted when it was required with an application for payment or if Contractor was not working on days without adverse weather. 2. If requested, submit daily jobsite work logs showing actual work days and which and to what extent construction activities have been affected by weather on a monthly basis. 3. Submit actual weather data to support claim for time extension obtained from nearest NOAA weather station or other independently verified source approved by Owner at beginning of project. 4. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods and submit. 5. If an extension of the Contract Time is appropriate, it shall be implemented in accordance with the General Conditions.

36. Refer to the demolition plans for fences to be removed. Fences within the City’s drainage easements are to be taken down, where indicated on the plans, and placed on the homeowner’s property in a neat and organized manner unless otherwise specified on the plans. Fences are not to be demolished, disassembled and clean cut to allow for reattachment. Masonry wall(s) shall be staked out and sawcut flush with the easement line.

There shall be no damage to any fences on private property. Damaged fences on private property shall be the Contractor’s responsibility and shall be replaced at the Contractor’s expense at no additional cost to the Owner. Upon completion of the project, homeowners can reinstall fences at their own expense, outside of the City’s easement.

Contractor shall maintain accurate easement flagging, silt fence, and orange construction fence throughout the duration of the project.

37. **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:**
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THE TECHNICAL SPECIFICATIONS


Refer to following Technical Provisions:

01300 – Submittals
01400 – Quality Control
01410 – Testing Services
01800 – Building Demolition
02070 – Selective Demolition
02110 – Site Clearing
02111 – Site Preparation
02115 – Specimen Tree Protection
02204 – Earthwork
02210 – Soil Erosion Control
02231 – Aggregate Base Course
02275 – Rip-Rap
02512 – Asphaltic Concrete Binder/Surface Courses
02580 – Flowable Fill
02570 – Traffic Control
02575 – Surface Restoration
02577 – Painted Traffic Striping
02667 – Water Distribution System
02720 – Storm Drainage
02720 – Storm Drainage – Attachment A
02731 – Wastewater Collection System
02831 – Chain Link Fences and Gates
02900 – Landscaping
02902 – Grassing

Refer to following Special Technical Provisions:

SP100 – Construction Staking
SP200 – Record Drawings and As-Built Survey
SP300 – CIPP Lining
SP400 – Temporary Construction Easements
SP500 – Redi-Rock Retaining Wall
SP600 – Soil Investigation Data
SP700 – Structure Conditions Assessments and Vibration Monitoring


(End of Section 01232)
SECTION 01234 CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me J. Mark Hylton, PE (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: Gulf Stream Construction Company, Inc.

CHARLESTON STREET ADDRESS: 1983 Technology Drive

SIGNATURE: ____________________ TITLE: President

By: J. Mark Hylton, PE (Print Name)

Sworn to and subscribed before me at 1983 Technology Drive, Charleston, SC, this 21st day of May, 2022.

STATE OF SOUTH CAROLINA, ss.

Notary Public for South Carolina

My Commission Expires ___________
INDEX TO
SECTION 01240
MEASUREMENT AND PAYMENT

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PART 2 – PRODUCTS
Not Used

PART 3 – EXECUTION
Not Used
SECTION 01240

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Measurement and payment criteria applicable to the Work performed under a unit price payment method.

1.2 AUTHORITY

A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.

B. Take all measurements and compute quantities. The Engineer will verify measurements and quantities.

C. Assist by providing necessary equipment, workers, and survey personnel as required.

1.3 UNIT QUANTITIES SPECIFIED

A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Engineer determine payment.

B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit sum/prices contracted.

1.4 MEASUREMENT OF QUANTITIES

A. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.

B. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.

C. Measurement by Area: Measured by square dimension using mean length and width or radius.

D. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
E. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

F. Lump Sum: A lump sum is a bidding unit that includes the total cost to complete all work described under a single contract item (pay item). It includes all material, labor, equipment, tools, supplies and fuel costs plus all overhead, profit, and any other direct or indirect cost or expense necessary for the satisfactory performance and completion of the work for that bid item.

1.5 PAYMENT

A. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work including overhead and profit.

B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit sum/price for Work which is incorporated in or made necessary by the Work.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION
AMENDMENT NO. 23
TO THE
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Project: Spring/Fishburne Stormwater Drainage Improvements
Division II (Phase 4) Pump Station Wetwell & Outfall CEI

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.

   Division II Phase 4 Pumpstation Wetwell and Outfall CEI: The Scope of Services will be expanded to continue provision of Construction Engineering and Inspection services to support the construction of Division II (Phase 4) – Pump Station Wetwell & Outfall as further described in Engineer’s Proposal for Professional Services dated March 29, 2022.

   a. 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.

   b. Services provided will be billed on a time and expense basis not to exceed $1,281,084 without written authorization.

2. Division I Phase 3 Tunnels and Shafts CEI: Owner and Engineer, in consideration of their mutual covenants as set for herein, agree to remove any and all remaining Scope of Work and Associated Contract value for services contracted through Amendment 20 of the Agreement in the amount of $268,603.71.
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 $31,447,696.94 (reflecting an increase of $1,281,384 and a decrease of $268,603.71 in accordance with this Amendment).

4. In all other respects, the Agreement remains unmodified and in full force and effect.

City of Charleston
OWNER

By: John J. Tecklenburg
Name: John J. Tecklenburg
Title: Mayor
Address: P.O. Box 652
       Charleston, SC 29402

Davis & Floyd, Inc.
ENGINEER

By: [Signature]
Name: Michael V. Horton, PE, CFM, LEED-AP
Title: Chief Engineering Officer
Address: P.O. Box 61599
       Charleston, SC 29419
March 29, 2022

Matthew Fountain, PE, PG
Director
Department of Stormwater Management
City of Charleston
2 George Street, 2nd Floor
Charleston, SC 29401

via email this day: fountaim@charleston-sc.gov

Re: Request for Amendment 23
   Extended CEI Services
   Division II – (Phase 04) Wetwell & Outfall
   Spring / Fishburne US17 Drainage Improvements

Dear Mr. Fountain:

Davis & Floyd (D|F) respectfully submits this proposal for continuing services for Construction Engineering and Inspection (CEI) contracted through Amendment 18 of our Master Agreement, dated Feb 12, 2019. Project teaming assignments, responsibilities, and overall Scope of Services remain in accordance with the CEI services contracted through Amendment 18.

This extended CEI services proposal is based upon a continuation of services for an increased construction duration, due to weather days and other construction related items, including current supply chain issues. At the City’s request, the CEI team has been closely monitoring contracted budgets against the level of effort to date to both mitigate impacts to the contract value where possible and to better position the CEI team to more accurately forecast the remaining cost / duration of services necessary to reach Contractor’s final completion of construction.

As requested, this proposal also includes providing Operations & Maintenance (O&M) start up training and long-term planning for preventative maintenance, as well as identifying the best solution for staffing and equipping or contracting out O&M for the City’s Stormwater Pump Station. The D|F team will also provide a comprehensive O&M manual for Phase 4 system operations to support operations until completion of Phase 5 that will incorporate all remaining facilities, equipment, and operations.

It is proposed that additional compensation for extended services provide budget through December 2022 be provided on a time and expense basis in the amount not to exceed $1,281,084.00 using the attached D|F Standard Personnel Rate and Reimbursable Expense Schedule. A breakdown of costs is shown below and further supported in the
attached Labor and Fee Analysis, Invoice Reporting and Budget Summary and Sub-
Consultant Proposal.

<table>
<thead>
<tr>
<th>Task</th>
<th>Fee</th>
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<tbody>
<tr>
<td><strong>CEI Services</strong></td>
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<tr>
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<td>Construction</td>
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<td>Inspection/Field Services</td>
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<tr>
<td>Schedule Analysis</td>
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<td><strong>O&amp;M Support</strong></td>
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<td>Startup &amp; Operational</td>
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<td>O&amp;M Manual</td>
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<td><strong>Expenses</strong></td>
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</tr>
<tr>
<td><strong>Total Amendment 23</strong></td>
<td>$1,281,084</td>
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</tbody>
</table>

We again appreciate the opportunity to continue working with the City toward the success of this project. Please feel free to call should you have any questions, or if we may provide additional information to assist with your review and consideration of the proposed Amendment.

Very truly yours,

**DAVIS & FLOYD**

Michael V. Horton, PE, CFM
Chief Engineering Officer

Enclosures:

Labor and Fee Analysis
D/F Standard Personnel Rate and Reimbursable Expense Schedule
Invoice Reporting and Budget Summary
Amendment No. 23 Form of Agreement
Sub-Consultant Proposal – Black & Veatch
### Fee Analysis
#### Amendment 23

**Spring/Fishbourne US 17 Drainage Improvements Division II - Phase 4**  
Wetwell Outfall CEI Services

<table>
<thead>
<tr>
<th></th>
<th>Construction Phase Services</th>
<th>Operation &amp; Maintenance Services</th>
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<tbody>
<tr>
<td></td>
<td>Rate</td>
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<tr>
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<td>468</td>
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<tr>
<td>RCM</td>
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<tr>
<td>Sr. Inspector</td>
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<tr>
<td>Sr. Inspector OT</td>
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<td>Program Director</td>
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<td>1200</td>
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<tr>
<td>Civil Engineer*</td>
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<tr>
<td>Sr. O&amp;M Engineer*</td>
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<tr>
<td>O&amp;M Engineer*</td>
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<td>Project Controls*</td>
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*Rate including subcontracted labor

| Subtotal             | $1,157,684 |
| Expenses             | $65,000    |
| Schedule Analysis    | $48,400    |

**Total** $1,281,084
# 2021 DF Schedule of Rates

## Personnel Rate Schedule

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<th>Class</th>
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<tr>
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<tr>
<td></td>
<td>Crew Chief II</td>
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<td></td>
<td>Surveyor I</td>
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<td></td>
<td>Surveyor II</td>
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<td></td>
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<td></td>
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<td></td>
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<tr>
<td>Planning &amp; Landscape Architecture</td>
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<td></td>
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<td></td>
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<td></td>
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<td></td>
<td>Resident Construction Manager III</td>
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## Specialty Services and Expenses

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<th>Rate</th>
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<tbody>
<tr>
<td>Overtime (Non-Exempt), Legal Proceeding Support, &amp; Emergency Service</td>
<td>Standard Rate x 1.5</td>
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<tr>
<td>Reimbursable Expenses (incl. Subconsultants)</td>
<td>At Cost x 1.15</td>
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<td>Mileage</td>
<td>Current Federal Rate</td>
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<td>Available Upon Request</td>
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<tr>
<td>Printing/Binding</td>
<td>Available Upon Request</td>
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</tbody>
</table>

*Rates Subject to Reasonable Change*
March 7, 2022

Michael Sutton, P.E.  
Davis & Floyd  
3229 W. Montague Avenue  
Charleston, SC 29403

Subject: Spring/Fishburne Drainage Improvements Project – Outfall and Pump Station Substructure (Phase 4) Construction Engineering and Inspection -Amendment 14

Dear Michael,

We are pleased to submit our formal proposal for amendment of our existing contract assisting Davis & Floyd (D&F) and the City of Charleston with Construction Engineering and Inspection (CEI) services for the Spring/Fishburne Drainage Improvements Project – Outfall and Pump Station Substructure (Phase 4). We have budgeted an additional $609,850 for Black & Veatch's (B&V) continued role in providing CEI services for Davis & Floyd and the City of Charleston. In addition, the proposal contains scope for providing Operation & Maintenance tasks for Phase 4.

The services for the referenced project include continuation of B&V’s base scope per Amendment 9 dated February 12, 2019. In addition to continuation of B&V’s base scope this Amendment includes increased general construction phase services associated with construction administration, attendance of project meetings, project controls and documentation, and change management. The fee is based on a contractor substantial completion in September 2022 and final completion in November 2022.

Through January 2022 B&V has expended $188,960 in extra effort above our original contract responsibilities which has exhausted our original Amendment 9 budget quicker than anticipated. These tasks were documented in previous correspondence between D&F and B&V. In addition, due to Contractor changes in construction scheduling/sequencing and delay for certain outfall related construction items, our Resident Engineer and Inspector have been or are anticipated to be onsite for a duration longer than budgeted for in our original scope (Amendment 9). Based on the most recent Contractor submitted schedule, B&V Resident Engineering services will be required for 36 months and Inspection services for 20 months. The original scope of work included 30 months and 18 months for Resident Engineering and Inspection, respectively.

Black & Veatch has maintained existing bill rates for all individuals assigned to the project since execution of the Amendment 9 in February 2019. With the extension in anticipated duration for our CEI services along with merit and promotion cycles since 2019 we have shifted several individuals into new billing rate categories commensurate with their project role and salary. Attached is the billing rate structure based on original submission of Black & Veatch's Amendment 9 budget.
We appreciate the opportunity to continue to work with Davis & Floyd and the City of Charleston on this critical project.

Regards,

BLACK & VEATCH CORPORATION

[Signature]

Stephen O'Connell, P.G.
Project Manager

cc:
Michael Horton, P.E., Davis & Floyd
Jonathan Ladd, P.E., Black & Veatch

Enclosures:
2019 Standard Hourly Rates Schedule (as per original P4 CEI Amendment)
CEI Amendment 14 Fee Sheet
Attachment A – Phase 4 Operations & Maintenance Scope
### 2019 Standard Hourly Rates Schedule

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate: $/hour</th>
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<tr>
<td>Senior Project Director</td>
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<td>Project Director</td>
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<tr>
<td>Risk Manager/Technical Advisor</td>
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<tr>
<td>Senior Engineer</td>
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<td>Engineering Manager</td>
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<td>O&amp;M Engineer</td>
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<tr>
<td>Resident Engineer/Construction Manager</td>
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<tr>
<td>Geotechnical/Civil Engineer</td>
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<td>Project Controller</td>
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<td>---------------------------------</td>
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<td>Updated Billing Rates</td>
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<td>A General Construction Phase Services</td>
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<td>D Progress and Project Support Meetings</td>
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<td>E Project Controls and Documentation</td>
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<td>F Field Performance Testing</td>
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<td>G Project Close-Out</td>
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<td>H Public Relations Support</td>
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<td>Subtotal</td>
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<td>II Operation &amp; Maintenance Services</td>
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<tr>
<td>A Startup and Operational Assistance</td>
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<tr>
<td>B Operation &amp; Maintenance Manual</td>
<td>4</td>
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<tr>
<td>C Asset Registry and Preventive Maintenance</td>
<td>4</td>
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<tr>
<td>D Operation and Maintenance Training</td>
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<tr>
<td>E Maintenance and Procurement Assistance</td>
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<td>Subtotal</td>
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<tr>
<td>Total Project</td>
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<tr>
<td>Personnel</td>
<td>Ladd O'Connell</td>
</tr>
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Attachment A
Spring/Fishburne O&M Scope

The tasks listed herein are based upon the Pump Station Equipment List included at the end of this section. Scope includes tasks for Phase 4 of the project.

Task A - Startup and Operational Assistance

1. Startup and Operational Assistance—Consultant will provide O&M staff during startup to observe and learn operations. It is assumed that this assistance will occur in concert with the Contractor’s functional acceptance testing, and manufacturers training sessions, as required by the Contract Documents.
   a. Five (5) staff-days for mechanical screen and conveyor startup assistance.
   b. Ten (10) staff-days to support electrical and I&C.

2. Engineering Discipline Site Visits—Consultant’s project design team personnel with particular areas of responsibilities for the project shall visit the site to observe construction, confirm compliance with contract documents and installation methods, and to confer with Owner and Contractor.
   a. Five (5) staff-days for electrical engineer.
   b. Ten (10) staff-days for instrumentation & controls engineer.

Task B – Operation & Maintenance Manual

1. Consultant will develop a single, over-arching operation & maintenance (O&M) manual custom to the pump station. The vendor-provided O&M manuals will be integrated into the over-arching O&M manual to create a single document (PDF format).

2. The O&M manual will include concise depictions of the installed equipment and overall pumping system, and will detail system operational interactions, standard operation procedures (Partial Pump Station Shut-Down, Full Pump Station Shut-down, Manual Pump Station Operation, Emergency Shut Down, Major Storm Preparation, and Remote Operation), and system troubleshooting.

3. Five (5) hardcopies of the over-arching O&M manual will be provided. Hard copies of the vendor-provided O&M manuals will be the responsibility of the Contractor. Consultant will integrate the manufacturer’s O&M manual into the O&M manual provided by the Consultant.

Task C - Asset Registry and Preventative & Corrective Maintenance Schedules

1. Consultant will develop an Asset Registry during the startup and commissioning process(es) of the project. Consultant will review and identify any missing data on the asset data submitted by the Contractor as part of the contractually required vendor O&M manuals. Engineering will populate the asset registry (spreadsheet format) with asset data, including:
i. Name plate data on all asset components (e.g., motor, valve, gate, gear drive, pump, pre-engineered building, brickwork, etc.) equal to or greater than $5,000 in value including:
   1) Identification of “parent” asset
   2) Manufacturer
   3) Serial number
   4) Model number
   5) Estimated cost of installed component
   6) Estimated useful life
   7) Other pertinent specification data for that particular asset (e.g., size, capacity, rpm, volts, gear ratio, etc.)

ii. Spare Equipment Data:
   1) Type (e.g., motor, pump, gear drive, etc.)
   2) Manufacturer
   3) Serial number
   4) Model number
   5) Bill of Materials (if applicable)
   6) Parts list
   7) Reorder contact information
   8) Other pertinent specification data for that particular asset (e.g., size, capacity, rpm, volts, gear ratio, etc.)

2. Consultant will develop a formal preventative maintenance (PM) schedule for routine maintenance activities recommended by the equipment manufacturers. Anticipated major corrective maintenance, and recommended replacement of Pump Station components and equipment throughout the design life of the pump station (50-years), will also be identified and scheduled. Consultant will work with the Owner to determine appropriate CMMS system to use (whether pre-existing or new) that will ensure consistency amongst all City run stormwater pump stations.

Task D – Operation, Maintenance Training and Preventative Maintenance

1. The Engineer will lead the initial start-up and training effort and the Consultant will coordinate daily O&M. The over-arching O&M manual, asset registry, and PM and corrective maintenance schedules will be utilized as baseline documents to lead the training. Two (2) staff-days for training are included in a single training session to be scheduled at the convenience of the City. Consultant’s training team will consist of a local process-mechanical engineer, electrical engineer, and instrumentation & controls engineer. The focus of the training will be on the operation of the overall pumping station system, whereas the trainings provided by the vendors (via the Contractor) will focus on the individual pieces of equipment.
Task E - Maintenance Procurement Assistance

1. Assist the City in developing a scope of work and Request for Proposals (RFP) document for PM maintenance activities (baseline contract), as well as on-call corrective maintenance activities.

### Pump Station Equipment List

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<thead>
<tr>
<th>Type</th>
<th>Description</th>
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</thead>
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<td>Conveyor</td>
<td>Screenings conveyor</td>
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<td>Flowmeter</td>
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<td>Flowmeter</td>
<td>Silt removal flowmeter</td>
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<td>Silt removal flowmeter</td>
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<tr>
<td>Level element</td>
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<tr>
<td>Level element</td>
<td>Level in well 3</td>
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<tr>
<td>Level element</td>
<td>Level element mid (electrode probe)</td>
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<td>Level switch low for silt pump no. 2</td>
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<td>Trash level element</td>
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<td>Level element</td>
<td>Dumpster level element</td>
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<tr>
<td>Component Type</td>
<td>Description</td>
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</tr>
<tr>
<td>Mechanical Screen</td>
<td>Screen no. 1 with control panel</td>
</tr>
<tr>
<td>Mechanical Screen</td>
<td>Screen no. 2 with control panel</td>
</tr>
<tr>
<td>Mechanical Screen</td>
<td>Screen no. 3 with control panel</td>
</tr>
<tr>
<td>PLC</td>
<td>Screen &amp; Conveyor system PLC</td>
</tr>
<tr>
<td>PLC</td>
<td>Main control system PLC</td>
</tr>
<tr>
<td>PLC</td>
<td>Storm pump no. 1 PLC</td>
</tr>
<tr>
<td>PLC</td>
<td>Storm pump no. 2 PLC</td>
</tr>
<tr>
<td>PLC</td>
<td>Storm pump no. 3 PLC</td>
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<tr>
<td>PLC</td>
<td>Fuel System PLC</td>
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<tr>
<td>Pressure element</td>
<td>Pressure transmitter to silt removal unit</td>
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<tr>
<td>Pressure element</td>
<td>Pressure transmitter to silt removal unit</td>
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<td>Pressure element</td>
<td>Pressure transmitter to silt removal unit</td>
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<tr>
<td>Pressure element</td>
<td>Pressure transmitter to silt removal unit</td>
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<tr>
<td>Pump</td>
<td>Drain Pump No. 1 (silt removal)</td>
</tr>
<tr>
<td>Pump</td>
<td>Drain Pump No. 2 (silt removal)</td>
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<tr>
<td>Pump</td>
<td>Small Tunnel Drain Pump (silt removal)</td>
</tr>
<tr>
<td>Pump</td>
<td>Sump agitation pump</td>
</tr>
<tr>
<td>Pump</td>
<td>Silt pump no. 1</td>
</tr>
<tr>
<td>Pump</td>
<td>Silt pump no. 2</td>
</tr>
<tr>
<td>Pump</td>
<td>Utility dock sump pump</td>
</tr>
<tr>
<td>RVSS Starter</td>
<td>Starter for small tunnel drain pump</td>
</tr>
<tr>
<td>RVSS Starter</td>
<td>Starter for sump agitation pump</td>
</tr>
<tr>
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<td>Starter for silt pump no. 1</td>
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<tr>
<td>RVSS Starter</td>
<td>Starter for silt pump no. 2</td>
</tr>
<tr>
<td>Valve</td>
<td>Motor operated cone valve with control panel (silt removal)</td>
</tr>
<tr>
<td>Valve</td>
<td>Motor operated cone valve with control panel (silt removal)</td>
</tr>
<tr>
<td>VFD</td>
<td>Variable frequency drive (drain pump 1)</td>
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<tr>
<td>VFD</td>
<td>Variable frequency drive (drain pump 2)</td>
</tr>
<tr>
<td>Ethernet Switch</td>
<td>MCS control panel network switch</td>
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<tr>
<td>Project</td>
<td>Existing Stormwater Projects with Unchanged Recommendations</td>
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</table>

| Damage Fund: Potential Grants | 2.5 M |
| Damage Fund: Potential Grants | 5 M   |
| West Ashley | 5 M |
| Damage Fund: Potential Grants | 5 M |

**Recommended Sources**

- Advance Project to Design/Planning and Construction
- Advance Project to Design/Planning and Construction
- Advance Project to Design/Planning and Construction
- Advance Project to Design/Planning and Construction
- Advance Project to Design/Planning and Construction
- Advance Project to Design/Planning and Construction
- Advance Project to Design/Planning and Construction
- Advance Project to Design/Planning and Construction

**Updated Recommendation**

- Advance Project to Design/Planning and Construction
- Advance Project to Design/Planning and Construction
- Advance Project to Design/Planning and Construction
- Advance Project to Design/Planning and Construction
- Advance Project to Design/Planning and Construction
- Advance Project to Design/Planning and Construction
- Advance Project to Design/Planning and Construction
- Advance Project to Design/Planning and Construction

**Budget Allocations**

- Stormwater Project Action Recommendations
- Stormwater Project Action Recommendations
- Stormwater Project Action Recommendations
- Stormwater Project Action Recommendations
- Stormwater Project Action Recommendations
- Stormwater Project Action Recommendations
- Stormwater Project Action Recommendations
- Stormwater Project Action Recommendations
AN ORDINANCE

TO DESIGNATE 91 HANOVER STREET AS A NON-STANDARD SERVICE DISTRICT IN ACCORDANCE WITH SEC. 30-171 THROUGH 30-178 THE CODE OF THE CITY OF CHARLESTON, SAID DISTRICT BEING LOCATED IN THE CITY AND COUNTY OF CHARLESTON, STATE OF SOUTH CAROLIN, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That pursuant to Sec. 30-171 and Sec. 30-173(a) of the Code of the City of Charleston (the “City Code”), 91 Hanover Street, as described on Exhibit A, attached hereto and incorporated herein by reference, is hereby designated as a non-standard service district and placed at the top of the Priority List (as defined in Sec. 30-172 of the City Code).

Section 2. That, pursuant to Sec. 30-173(b) of the City Code, the City requests that the Company (as defined in Sec. 30-172 of the City Code) undertake the planning, design, engineering, and cost estimating for 91 Hanover Street, with the costs of such planning, design, engineering, and cost estimating to be payable from the Fund (as defined in Sec. 30-172 of the City Code).

Section 3. That, pursuant to Sec. 30-174 of the City Code, City Council authorizes the Company to commence construction and installation of the underground utilities described on the approved final utility drawings for 91 Hanover Street and to commence removal of the existing overhead utilities described on such drawings, with fifty percent (50%) of the costs of the project to be paid from the accrued obligation of the Company under Section 10.B of the Franchise Ordinance (as defined in Sec. 30-172 of the City Code).
Section 4. That this Ordinance shall become effective upon ratification, subject to the Company consenting, in writing, to the terms of this ordinance at any time before or withing thirty (30) days after the ratification of this ordinance.

Ratified in City Council this ___ day of
_______________ in the Year of Our Lord, 2022,
and in the ____ Year of the Independence of
the United States of America

______________________________
John J. Tecklenburg, Mayor

ATTEST: _______________________
Jennifer Cook
Clerk of Council

Acceptance of the above-referenced ordinance is acknowledged by Dominion Energy South Carolina, Inc. this ___ day of __________, 2022.

DOMINION ENERGY SOUTH CAROLINA, INC.

By: __________________________
Its: __________________________
Print Name: ___________________

ATTEST: ______________________
Print Name: ___________________
Its: _________________________