COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Waring

2. Approval of Minutes:
   May 24, 2022

3. Bids and Purchases

4. Housing and Community Development: Mayor and City Council approval is requested for the submission of the Application for Federal Assistance (SF 424 Forms) and the corresponding documents to the Department of Housing and Urban Development (HUD) for the 2022-2023 program years. Attached is the 424 Forms, HUD certification forms and the budget. This request has been coordinated with the Community Development Advisory Committee and the Community Development (CD) Committee of City Council. The CD Committee of City Council recommended approval to the Ways and Means Committee of City Council. Approval is also requested for the execution of contracts for each organization based on the approved budgets/awards. The contracts will be reviewed and vetted by City of Charleston Corporation Counsel prior to the dissemination of the contracts to the nonprofit agencies. Contract templates are also attached for your information.

5. Housing and Community Development: Mayor and City Council approval is requested for an amendment to the City’s Agreement with S&ME, Inc. The amendment extends the agreement for an additional six months and provides an additional $32,382 in funding to facilitate the removal of contaminated soil at the City of Charleston’s Lowline Affordable Housing site. Additional requirements from the City of Charleston Storm Water Division and sub-contractor staffing requirements caused unanticipated delays in the delivery of services.

6. Parks-Capital Projects: Approval of West Ashley Greenway Improvements-Stinson to Parkdale Construction Contract with Truluck Construction in the amount of $396,304 for the replacement of the Long Creek Bridge along the West Ashley Greenway. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than $40,000, to the extent contingency funds exist in the Council approved budget. Approval of the construction contract will institute a project budget of $734,047.70 of which the contract will obligate $396,304. Funding sources for this project are: 2013 General Fund Reserves ($214,016.57), 2016 General Fund Reserves ($100,000), 2018 General Fund Reserves ($235,000), 2020 General Fund Reserves ($125,031.13) and a CWS Contribution ($60,000).
7. Traffic and Transportation Department: Approval of modification to The Signal Maintenance Agreement between the South Carolina Department of Transportation and the City. Contract is being amended to add additional funding to allow the City to maintain additional SCDOT signal locations.

8. BFRC: Approval to allocate an additional $2,950,000 in ARPA funds to specific projects/services as recommended by the AD Hoc Budget Advisory Committee at their meeting on 5/26/22. See detail attached. Formal appropriation of these funds will come in a future budget amendment.

9. Recreation Department: Authorization for approval to submit a grant application to offer the USDA Summer Food Service Program. The effective date will be June 6, 2022. Funding is provided through the SC Department of Education to the City of Charleston as the local sponsoring agency. This is an after-the-fact approval. Due to time constraints, the grant was submitted on May 25, 2022.

10. Recreation Department: Approval of the contract between City of Charleston and the Charleston County School District in the amount of $48,400 to purchase meals to be served during the summer for children who participate in the school free/reduced lunch program. Funding is provided through the SC Department of Education to the City of Charleston as the local sponsoring agency. This is an after-the-fact approval. Due to time constraints, this was submitted as part of the Summer Feeding application process. This program commenced on June 6th and ends on August 5th 2022.

11. Fire and Police Department: Approval of the 2022 Port Security Grant in the amount of $796,926 for retrofit of the SAFE boat vessel, equipment for underwater response team, quick reaction kits, bomb suit and training. The Fire Department is requesting a Haz-Mat Response Mobile training and an upgrade to electronics on Marine 101. A cash match of $199,232 is requested for 2023. This is an after-the-fact approval. Due to time constraints, the grant was submitted May 27, 2022.

12. Police Department: Approval to accept the 2022 Duke Energy Grant in the amount of $9,000 for publication of Hurricane Preparation Guides and promotional pens. There is no match required for this grant.

13. Police Department: Approval to apply for the 2022 quarter 4 Firehouse Subs Grant in the amount of $16,000 for specialized tactical medical training aids and tools. There is no match required for this grant. Grant applications open July 7, 2022 and close August 17, 2022.

14. Police Department: Approval to accept the FFY22 SCDPS SRO Grant for funding for two School Resource Officers in connection with Charleston County School District, an annual renewal. There is no match required for this grant.

15. Office of Cultural Affairs: Approval to accept a grant award of $17,000 from South Arts, to support dance programming for the 2022 MOJA Arts Festival. The project period is from 1/15/22-6/30/22 and 9/29/22-10/2/22. A 1:1 City match is required. Funding will come from private donations.

16. Stormwater Management: Approval to increase Low Battery Seawall Restoration-Phase III P172438 with Insight Group in the amount of $16,250.00 for additional vibration monitoring through January 2023 due to the project scheduling proposed by Gulf Stream Construction to account for the length of this phase of the seawall restoration (~1,800'). This increase is to have 2 monitors for 25 weeks. Approval P172438 will increase the PO amount by $16,250 (from $31,150.00 to $47,400.00). The funding sources for this project are: Hospitality Funds ($17,077,901.53), Municipal Accommodations Tax Funds ($15,651,479.68), Charleston County Accommodations
Tax Fees ($400,000.00), CWS Contributions ($4,874,746.00) and a future Hospitality Revenue Bond to cover the rest of the project.

17. Stormwater Management: Approval of Spring-Fishburne Drainage Improvement Phase 4 Fee Amendment #23 with Davis & Floyd in the amount of $1,281,084.00 for extended construction engineering and inspection services for increased construction duration due to weather delays and other construction related delays, including supply chain issues. Approval of Fee Amendment #23 will increase the Phase 4 portion of the professional services contract by $1,281,084.00 (from $8,064,460.00 to $8,315,544.00). The funding sources for this project are: King Street Gateway TIF ($9,006,421.80) and SC Transportation Infrastructure Bank ($56,312,650.90).

18. Stormwater Management: Approval of Forest Acres Drainage Project Phase 2A/B Construction Contract with Gulf Stream Construction in the amount of $10,967,819.66 for the final phase of the Forest Acres project which includes increasing the drainage capacity of the existing system by enlarging existing ditches and box culverts from the completion of Phase 1, across Playground Road near Ashley River Road and adjacent to Rice Court. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than $40,000.00 to the extent project contingency funds exist in the Council Approved Budget. Approval of the construction will institute a project budget of $25,458,872.29 of which $10,967,819.66 will be obligated for the contract. Funding sources for this project are: 2012 Stormwater Bond ($15,513,805.76), Drainage Fund ($4,943,566.65), Local Option Permit Income ($5,000,000.00) and Refunds ($1,499.88).

19. The Committee on Real Estate and Committee on Recreation (Meeting was held on Tuesday, June 21, 2022 at 2:00 p.m., City Hall, 80 Broad Street, Council Chambers and Conference Call: 1-929-205-6099; Access Code: 835 678 884)

a. Discussion of Pool Waiver for rental of pool space for private swimming lessons at the WL Stephens Aquatic Center.

b. Consider Rental Agreement to rent portions of the Daniel Island Recreation Center in the amount of $33,000.00 a year to Point Hope Presbyterian Church for Sunday services and other special events. (160 Fairbanks Drive, Daniel Island, SC 29492) (Berkeley County TMS# 271-00-00-006)

c. An ordinance to authorize the Mayor to execute a deed and any other necessary documents, approved as to form by the Office of Corporation Counsel, Quit-claiming to Children’s Museum of Charleston the City of Charleston’s right, title, interest, if any, to that certain portion of property bearing Tax Map Number: 460-16-02-010, and subject to certain exceptions and other matters to be approved by the Office of Corporation Counsel.

d. Consider approval of Joint Use Agreement between the City and CCSD for the southeastern quadrant of Hampstead Square to be used as community park during non-school hours, with City to quitclaim its interest in same to CCSD in exchange for CCSD to quitclaim to the City its interests in the southwestern and northwestern quadrants of Hampstead Square. (TMS# 459-09-02-151, TMS #459-05-04-026, TMS# 459-09-02-125)

e. Consider ordinance to devise and accept property rights, by quitclaim deed from the City to CCSD in the southeastern quadrant of Hampstead Square and by quitclaim deed from CCSD to the City in the northwestern and southwestern quadrants of Hampstead Square. (TMS# 459-09-02-151, TMS #459-05-04-026, TMS# 459-09-02-125) [Ordinance]
f. An ordinance authorizing the Mayor to execute on behalf of the City an Amended and Restated Lease between the City of Charleston and Charleston Water System regarding the use of the recreational greenway.

g. Update on Sumar Street MOU.

h. Please consider the following annexation:

(i) 820 East Estates Blvd. (0.26 acres) (TMS# 310-02-00-152), West Ashley, (District 7). The property is owned by Leroy E. Waring, Sr. and Shelia W. Waring.

i. Executive Session in accordance with S.C. Code Section 30-4-7(a)(2) to discuss proposed purchase of property associated with the Barberry Woods Project.

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

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds
DEPT. Police Department
SUBJECT: LIGHT AND SIREN EQUIPMENT FOR MARKED VEHICLES
REQUEST: Approval to purchase light and siren equipment for marked vehicles
From Campbell-Brown, 1131 White Horse Rd., Greenville, SC 29604
SC Contract #4400025321

COMMITTEE OF COUNCIL: Ways & Means DATE: June 21, 2022

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

Corporate Counsel Yes N/A Signature of Individual Contacted Attachment
Cap. Proj. Cmte. Chair
Police Department
Procurement Director

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐
If yes, provide the following: Dept./Div.: 200000 Account #: 52023
Balance in Account $235,710.09 Amount needed for this item $107,968.86

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

NEED: Identify any critical time constraint(s).

CFO’s Signature: Matt H. Deputy CFO for Mary Wilton, CFO

FISCAL IMPACT:

Mayor’s Signature: ___________________________ John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/Approved (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
Campbell-Brown, Inc.

Quote Date: 4/18/22
Quote #: 02/060910
Quote By: RICKY HAYES
Packet/Col: FACT DIR

Sold To:
CITY OF CHARLESTON
POLICE RADIO DIVISION
1950 MILFORD ST. BLDG #4
CHARLESTON SC 29405

Ship To:
CITY OF CHARLESTON
POLICE RADIO SHOP
1950 MILFORD ST.
NORTH CHARLESTON SC 29405

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SubTotal: 99,054.00
Freight: 0.00
Sales Tax: 8,914.86
Quote Total: 107,968.86

All warranties are limited to the warranty given by the manufacturer, and in no event does Campbell-Brown, Inc. warrant any product it sells beyond the stated warranty of the product manufacturer.
All quotes are valid for 60 days from the dated issued.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds
DEPT: Police Department
SUBJECT: LOGOS X-RAY SYSTEM
REQUEST: Approval to process a change order to increase the amount from $126,603.41 to $128,190.59 for taxes and training that was omitted from the total with Logos Imaging, LLC. #22-B010W
Previously approved by Council on May 24, 2022

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

Corporate Counsel
Cap. Proj. Cmte. Chair
Police Department
Procurement Director

Signature of Individual Contacted
Attachment

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

If yes, provide the following:
Dept./Div.: 240134
Account #: 58015 & 52300
Balance in Account $49,396.59 Amount needed for this item $1,587.18

Does this document need to be recorded at the RMC’s Office? Yes ☐ No ☒ N/A ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: ____________________________

FISCAL IMPACT:

Mayor's Signature: ____________________________
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
June 6, 2022

Ms. Amy Wharton, CFO
City of Charleston
116 Meeting Street
Charleston, SC 29401

Re: BIDS AND PURCHASES

Dear Ms. Wharton:

The Committee on Ways and Means and City Council, at their respective meetings on May 24, 2022, approved the following items in Bids and Purchases:

INFORMATION TECHNOLOGY: ACCOUNT: 161000-52206 APPROPRIATION: $804,236.91
Approval to renew Microsoft Enterprise Agreement for City computers and servers through SHI. State Contract #4400017751. This licensing renewal is required to maintain all Microsoft licensing for all City computers, servers, and Mobile Data Terminals to include Windows desktop operating systems, Office applications, network Active Directory, database software, Exchange/email, Windows server operating systems, Mobile Data Management, and related cyber security for licensing and future upgrade requirements.

POLICE DEPARTMENT: ACCOUNT: 240134-58015 APPROPRIATION: $126,603.41
Approval to purchase two (2) Logos X-Ray Systems from Logos Imaging, LLC, PO Box 576, Windsor, Colorado 80550. Solicitation #22-B010W. Funding will be awarded through the Port Security Grant. A 25% match is required to be allocated through DOJ seized funds.

POLICE DEPARTMENT: ACCOUNT: 240136-68015 APPROPRIATION: $75,000
Approval to establish a contract for Gas Chromatograph Interface from Thermo Electron North America, 1400 Northpoint Pkwy., Ste. 10, West Palm Beach, FL 33407. Solicitation #21-P037R. Excess will come from seized asset funds. (Gary Cooper, two (2) originals; Amy Wharton, one (1) original; Clerk’s Office, one (1) original; Chief Reynolds, one (1) original).

Sincerely,

Jennifer B. Cook
Clerk of Council

JBC/ad
Enclosures: As Stated

JBC/ad
Enclosures: As Stated

c: Matt Frohlich (w/o original)
   Gary Cooper (w/two originals)
**BID TABULATION SHEET**
**CITY OF CHARLESTON**
Charleston, South Carolina

**Police Department**

**DATE:** APRIL 29, 2022  
**SOL.#** 22-B010W  
**BUYER:** VERA M. WHITE

LOGOS X-Ray System

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**SUB-TOTAL**  $117,544.39  
**Shipping/Freight**  176.80  
**9% Tax**  10,469.40  

**TOTAL**  $128,190.59

**COMMENTS:**

**BUYER:**  
**WITNESS:**
# COMMITTEE / COUNCIL AGENDA

**TO:** John J. Tecklenburg, Mayor  
**FROM:** Fire Chief Daniel Curia  
**DEPT.:** Fire  
**SUBJECT:** Charleston Fire Department  
**REQUEST:** Approval to purchase Globe PPE Turnout Gear from Newton's Fire and Safety Equipment, P.O. Box 13, Swepsonville, NC 27359. CCPA Contract #2020001104.

---

**COMMITTEE OF COUNCIL:** Ways and Means  
**DATE:** June 21, 2022

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

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<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
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<td>Cap. Proj. Cmte. Chair</td>
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<td>Charleston Fire Dept.</td>
<td>Yes</td>
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<td>Procurement Director</td>
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**FUNDING:** Was funding previously approved? Yes [X] No [ ] N/A [ ]

If yes, provide the following:  
Dept./Div.: 210000 / 211000  
Account #: 52008  
Balance in Account 210000 52008 $319,260.63  
Balance in Account 211000 52008 $334,201.98  
Amount needed for this item $333,095.28

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

**NEED:** Identify any critical time constraint(s).

**CFO's Signature:** [Signature]

**FISCAL IMPACT:**
Of the total dollar amount, $166,547.64 is coming from 210000-52008 and $166,547.64 is coming from 211000-52008.

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

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

To: Mayor John J. Tecklenburg and City Council

From: David Griffin, Assistant Chief

Subject: Personal Protective Equipment (PPE)

Date: June 3, 2022

The Charleston Fire Department is requesting to purchase 84 sets of structural firefighting gear at $3965.42 per set of gear for a total of $333,095.28, including tax. The price is based on CCPA Contract #2020001104. Forty-two sets of gear are for recruits and should be charged to 211000-52008. The other 42 sets are for incumbents and should be charged to 210000-52008.

Thank you for your consideration in this purchase to outfit our firefighters with the gear necessary to perform their duties safely and effectively.
PURCHASE REQUEST FORM

Requestor: CFD
Department: Fire
Division: 210000

SUGGESTED SUPPLIER:

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<td>$0.00</td>
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</tbody>
</table>

Notes: Turn out gear for recruits and operations. Split between 210000/52008 and 211000/52008 42 sets each. contract # 2020001104 fire-logistics@charleston-sc griffind@charleston-sc.gov mcconnell@charleston-sc.gov

Subtotal $305,592.00
Tax $27,503.28
Total $333,095.28

Instructions: Submit this completed form to your Divisional Initiator for entry into the IFAS; proper approvals will follow via workflow in IFAS.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: SECURELINK ANNUAL MAINTENANCE AND SUPPORT AGREEMENT
REQUEST: APPROVAL OF RENEWAL OF ANNUAL AGREEMENT WITH SECURELINK, THE SOLE SOURCE VENDOR, TO PROVIDE MAINTENANCE AND SUPPORT SERVICES FOR THE CITY’S SECURE ACCESS SYSTEM.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 21, 2022

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

<table>
<thead>
<tr>
<th>Department</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Connected</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Information Technology</td>
<td>X</td>
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<td></td>
<td>X</td>
</tr>
<tr>
<td>Procurement</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

If yes, provide the following:
Dept./Div.: IT Account #: 161000-52206
Balance in Account $1,759,597.30 Amount needed for this item $42,453.30

Does this document need to be recorded at the RMC’s Office? [ ] Yes [ ] No [ ]

NOTES: Provides annual maintenance and support services, including software updates, for the City’s access control system used to provide secure and managed external access into internal City network systems.

CFO’s Signature: [Signature]
FISCAL IMPACT:

Mayor’s Signature: John J. Tecklenburg, Mayor

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

DEPARTMENT: Information Technology

PRODUCT: SecureLink Enterprise Secure Access System Annual Maintenance and Support

REQUISITION NUMBER: PR222288

VENDOR: Imprivata

DATE: June 1, 2022

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

The SecureLink Enterprise Secure Access System is used to allow secured, restricted and managed access by approved vendors into the City’s network infrastructure and systems to permit needed vendor maintenance and support on those designated systems while complying with City cyber security policy. This provides annual maintenance and support for this system.

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

No.

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

Imprivata is the manufacturer of the SecureLink Enterprise Secure Access System currently in use and the only resource for providing annual maintenance and support.

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

__YES__ or __NO__

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

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

This is a renewal of support for an existing system.

SIGNATURE ________________________________ TITLE ___CIO_
Bill To:
City of Charleston
PO Box 853
Charleston SC 29402
United States

Ship To:
City of Charleston
80 Broad Street
Charleston SC 29401-0304
United States

INVOICE INV00033006

PO #
Date: 5/26/2022   Terms: Net 30
Due Date: 6/25/2022

<table>
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<tr>
<th>Item</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Term: SLE-CORE-SLE</td>
<td>20</td>
<td>$1,947.399</td>
<td>$38,947.98</td>
</tr>
<tr>
<td>6/1/2022 - 5/31/2023</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual subscription license based on vendor use. Includes unlimited use license for number of vendors included, upgrades, and support.</td>
<td></td>
<td></td>
<td></td>
</tr>
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</table>

Subtotal         $38,947.98
Tax Total (0%)    $0.00
Total             $38,947.98
Amount Due        $38,947.98

Check Mailing Address:
Imprivata, Inc.
Dept. CH 19529
Palatine, IL 60065-9529
United States

USA, CAD & AUD Wire Payment Instructions:
Bank Name: Silicon Valley Bank
Account Name: Imprivata, Inc.
Account: 3300319899
Routing/Transit: 121140399
Swift Code: SVBKUS6S

Customer: City of Charleston
Invoice #: INV00033006
Total Due: $38,947.98
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: PURCHASE OF ESRI ENTERPRISE LICENSE AGREEMENT FOR ARCGIS SOFTWARE.
REQUEST: APPROVAL TO RENEW ESRI ARCGIS ENTERPRISE LICENSING AGREEMENT.
SOLE SOURCE PURCHASE.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 21, 2022

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

<table>
<thead>
<tr>
<th>Department</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Information Technology</td>
<td>X</td>
<td></td>
<td>Wes Ratterree</td>
<td></td>
</tr>
<tr>
<td>Procurement</td>
<td>X</td>
<td></td>
<td>Lisa C.</td>
<td></td>
</tr>
</tbody>
</table>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐
If yes, provide the following: Dept./Div.: IT/GIS Account #: 162000-52206
Balance in Account $140,113.64 Amount needed for this item $126,876.00

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

NOTES: This renewal of the Enterprise Licensing Agreement (ELA) covers year one of a new three-year renewal period to provide GIS licensing resources in support of City operations, to include Police, Fire, Planning, Public Service, Traffic & Transportation and Parks. It consists of three annual payments (2022, 2023, 2024) of $126,876.00 each.

CFO's Signature: [Signature]
FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

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

DEPARTMENT: Information Technology

PRODUCT: ArcGIS Enterprise License Agreement

REQUISITION NUMBER: PR222320

VENDOR: Environmental Systems Research Institute, Inc. (ESRI)

DATE: June 3, 2022

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

ESRI ArcGIS is the primary geographic software used by the City of Charleston that is used in most of the City’s operations by departments to include Police, Fire, Public Service, Planning and Traffic & Transportation.

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

No.

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

This is the renewal of an existing enterprise agreement with ESRI. ESRI is the developer of the software and the only source for the purchase of the software ELA and associated licensing and support.

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

_____YES or NO __X__

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

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

The ESRI ArcGIS product is a long term investment by the City and this is the renewal of existing licensing.

SIGNATURE ___________________________________________ TITLE ___________________
To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/6/2021 To: 8/31/2022

<table>
<thead>
<tr>
<th>Material</th>
<th>Qty</th>
<th>Term</th>
<th>Unit Price</th>
<th>Total</th>
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<td>$110,000.00</td>
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<td>1</td>
<td>Year 2</td>
<td>$110,000.00</td>
<td>$110,000.00</td>
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<td></td>
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<td>Populations of 125,001-150,000 Small Government Term Enterprise License Agreement</td>
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<tr>
<td>168181</td>
<td>1</td>
<td>Year 3</td>
<td>$110,000.00</td>
<td>$110,000.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Populations of 125,001-150,000 Small Government Term Enterprise License Agreement</td>
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</tr>
<tr>
<td>160678</td>
<td>1</td>
<td></td>
<td>$6,000.00</td>
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<tr>
<td></td>
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<td></td>
<td>ArcGIS Geoevent Server up to Four cores Term License - Year 1</td>
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<td>160678</td>
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<td></td>
<td>$80.00</td>
<td>$400.00</td>
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<td></td>
<td></td>
<td></td>
<td>ArcGIS Business Analyst Web App Standard Online Term License</td>
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</table>

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esri/solutions/media/legal/product-specific-terms-of-use/e309.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri’s standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri’s GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri’s offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

PIERSONB This offer is limited to the terms and conditions incorporated and attached herein.
To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/6/2021 To: 8/31/2022

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
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<tr>
<td>Sales Tax</td>
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<tr>
<td>Estimated Shipping and Handling (2 Day Delivery)</td>
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<tr>
<td>Contract Price Adjust.</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total</td>
<td>$348,436.00</td>
</tr>
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</table>

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/conon/fmam/era/qaq/media/legal/product-specific-terms-of-use/v500.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri’s standard terms and conditions found at https://go.esri.com/NAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri’s GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri’s offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

PIERSONB This offer is limited to the terms and conditions incorporated and attached herein.
SMALL ENTERPRISE AGREEMENT  
COUNTY AND MUNICIPALITY GOVERNMENT  
(E214-5) 

This Agreement is by and between the organization identified in the Quotation ("Customer") and Environmental Systems Research Institute, Inc. ("Esri").

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

### Table A 
**List of Products**

<table>
<thead>
<tr>
<th>Uncapped Quantities</th>
<th>Developer Tools</th>
</tr>
</thead>
<tbody>
<tr>
<td>Desktop Software and Extensions (Single Use)</td>
<td>ArcGIS Engine</td>
</tr>
<tr>
<td>ArcGIS Desktop Standard</td>
<td>ArcGIS Runtime (Standard)</td>
</tr>
<tr>
<td>ArcGIS Desktop Basic</td>
<td>ArcGIS Runtime Analysis Extension</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Enterprise Software and Extensions</th>
<th>Limited Quantities</th>
</tr>
</thead>
<tbody>
<tr>
<td>ArcGIS Enterprise and Workgroup</td>
<td>One (1) Professional subscription to ArcGIS Developer</td>
</tr>
<tr>
<td>(Advanced and Standard)</td>
<td>Two (2) ArcGIS CityEngine Single Use Licenses</td>
</tr>
<tr>
<td>ArcGIS Monitor</td>
<td>1,000 ArcGIS Online Viewers</td>
</tr>
<tr>
<td>ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager</td>
<td>1,000 ArcGIS Online Creators</td>
</tr>
<tr>
<td></td>
<td>110,000 ArcGIS Online Service Credits</td>
</tr>
<tr>
<td>Enterprise Additional Capability Servers</td>
<td>1,000 ArcGIS Enterprise Creators</td>
</tr>
<tr>
<td>ArcGIS Image Server</td>
<td>10 ArcGIS Insights in ArcGIS Enterprise</td>
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<tr>
<td></td>
<td>10 ArcGIS Insights in ArcGIS Online</td>
</tr>
<tr>
<td></td>
<td>100 ArcGIS Tracker for ArcGIS Enterprise</td>
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<td></td>
<td>100 ArcGIS Tracker for ArcGIS Online</td>
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<tr>
<td></td>
<td>6 ArcGIS Parcel Fabric User Type Extensions (Enterprise)</td>
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<td>6 ArcGIS Utility Network User Type Extensions (Enterprise)</td>
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<td></td>
<td>6 ArcGIS Trace Network User Type Extensions (Enterprise)</td>
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**OTHER BENEFITS**

<table>
<thead>
<tr>
<th>Benefit Description</th>
<th>Quantity</th>
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</thead>
<tbody>
<tr>
<td>Number of Esri User Conference registrations provided annually</td>
<td>4</td>
</tr>
<tr>
<td>Number of Tier 1 Help Desk individuals authorized to call Esri</td>
<td>4</td>
</tr>
<tr>
<td>Maximum number of sets of backup media, if requested*</td>
<td>2</td>
</tr>
<tr>
<td>Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement</td>
<td></td>
</tr>
</tbody>
</table>

*Additional sets of backup media may be purchased for a fee
Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN. This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

__________________________________________
(Customer)

By: _________________________________________
    Authorized Signature

Printed Name: __________________________________

Title: _______________________________________

Date: ____________________________

CUSTOMER CONTACT INFORMATION

Contact: ______________________________________

Telephone: _________________________________

Address: ___________________________________

Fax: _______________________________________

City, State, Postal Code: ______________________

E-mail: _____________________________________

Country: ___________________________________

Quotation Number (if applicable): ______________

__________________________________________

Page 2 of 6

August 31, 2021
1.0—**ADDITIONAL DEFINITIONS**

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at [https://www.esri.com/en-us/legal/terms/full-master-agreement](https://www.esri.com/en-us/legal/terms/full-master-agreement) and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—**ADDITIONAL GRANT OF LICENSE**

2.1 **Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 **Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—**TERM, TERMINATION, AND EXPIRATION**

3.1 **Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 **No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 **Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 **Termination for Lack of Funds.** For an Agreement with government or government-
owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to
supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer’s endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri’s OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners’ business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners’ application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer’s access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri’s federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer’s centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due
9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or un-install, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to un-install, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Tom O'Brien
DEPT. Public Service
SUBJECT: WASTE COLLECTION SERVICES
REQUEST: Approval to amend the existing contract for Waste Collection Services
With Trident Waste & Recycling, LLC 2701 Rourk St.,
N. Charleston, SC 29405. Solicitation #20-F029R

COMMITTEE OF COUNCIL: Ways & Means DATE: June 21, 2022

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

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td></td>
<td></td>
<td>[Signature]</td>
<td></td>
</tr>
<tr>
<td>Public Service</td>
<td>X</td>
<td></td>
<td>[Signature]</td>
<td></td>
</tr>
<tr>
<td>Procurement Director</td>
<td>X</td>
<td></td>
<td>[Signature]</td>
<td></td>
</tr>
</tbody>
</table>

FUNDING: Was funding previously approved? Yes □ No □ N/A □
If yes, provide the following:
Dept./Div.: 322000  Account #: 522016
Balance in Account □  Amount needed for this item

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

NEED: Identify any critical time constraint(s).

CFO's Signature: [Signature]  Deep CFO for any white CA

FISCAL IMPACT: This is an on an as-needed basis. Funding will come through a future budget amendment from the use of savings from vacant positions.

Mayor’s Signature: John J. Tecklenburg, Mayor

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

Please see below for the brief description you requested. Let me know if you need anything else.

The Environmental services department would like to amend Trident waste’s contract to allow us the ability to use them to augment routes when needed. We would use Trident to help collect trash routes when tonnages and staffing issues arise that might cause the routes to get behind schedule. Having Trident waste as a backup would ensure routes stay caught up.

Matt Alltop [Superintendent]
City of Charleston | Environmental Service
2150 Milford St | Charleston, SC 29405
T:(843) 720-3882 | alltopm@charleston-sc.gov

City of Charleston
Gary

Here are the costs for Trident to collect trash

Trident Waste & Recycling LLC will provide collection services for the following, REL vehicle for $1795.00 per day Grapple vehicle for $1550.00 per day

Matt Alltop | Superintendent
City of Charleston - Environmental Service
2150 Milford St | Charleston, SC 29405
T: (813) 720-3889 | alltopm@charleston-sc.gov

City of Charleston
STATE OF SOUTH CAROLINA  
County of Charleston  
City of Charleston  

AMENDMENT TO THE AGREEMENT  

THIS AMENDMENT TO AN AGREEMENT is entered into the 14th day of June 2022, by and between the City of Charleston, (hereinafter referred to as “the City”) and Trident Waste & Recycling LLC, the address of which is 2701 Rourk Street, North Charleston, SC 29405 (hereinafter referred to as the “Contractor”).

WHEREAS, the parties entered into an agreement dated June 1, 2021 whereby the Contractor agreed to furnish the Johns Island and West Ashley outside of I-526 Waste Collection Services in accordance with Solicitation #20-P002R for a term of one (1) year with four (4) one year extensions.

WHEREAS, now the parties wish to amend the Agreement to have the Contractor provide collection services when needed for the price of $1795.00 per day for a REL vehicle and $1550.00 per day for a Grapple vehicle.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties hereby agree as follows:

1. The Agreement has been amended to have the Contractor provide collection services when needed for the price of $1795.00 per day for a REL vehicle and $1550.00 per day for a Grapple vehicle.

2. In all other respects, the agreement heretofore entered into by and between the parties remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the City hereto has executed this Amendment under their solicitation the day and year first written above.

WITNESSES FOR CONTRACTOR:  Trident Waste & Recycling LLC:

Name

Name

Title

Title

Date

Date

WITNESS FOR THE CITY:

Name

Name

Title

Title

Date

Date
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Geona Shaw Johnson

DEPT. Housing and Community Development

SUBJECT City of Charleston 2022-2023. Federal awards to include the Community Development Block Grant (CDBG) $843,628.00 & $200,000 in anticipated program income. Home Investment Partnerships Program (HOME) $595,344.00 and Housing Opportunities for Persons with AIDS (HOPWA) $1,056,785.00. Including, application for federal assistance (SF 424 forms), certification forms and contract templates.

REQUEST Mayor and City Council approval is requested for the submission of the Application for Federal Assistance (SF 424 Forms) and the corresponding documents to the Department of Housing and Urban Development (HUD) for the 2022-2023 program years. Attached is the 424 Forms, HUD certification forms and the budget. This request has been coordinated with the Community Development Advisory Committee and the Community Development (CD) Committee of City Council. The CD Committee of City Council recommended approval to the Ways and Means Committee of City Council. Approval is also requested for the execution of contracts for each organization based on the approved budgets/awards. The contracts will be reviewed and vetted by City of Charleston Corporation Counsel prior to the dissemination of the contracts to the nonprofit agencies. Contract templates are also attached for your information.

COMMITTEE OF COUNCIL: Ways and Means DATE: June 21, 2022

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

Community Development Advisory Committee and the Community Development Committee of City Council

Housing & Community Development Corporation Counsel Yes N/A Signature of Individual Contacted (Geona Shaw Johnson) Attachment X

Grants Compliance Officer

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

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

Balance in Account [ ] Amount needed for this item [ ]

NEED: Identify any critical time constraint(s).

CFO’s Signature: [ ]
FISCAL IMPACT:
Mayor's Signature: ___________________________________________ John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
<table>
<thead>
<tr>
<th>NO.</th>
<th>Organization</th>
<th>Project Name</th>
<th>Project Description</th>
<th>Location Services Area</th>
<th>Prior Yr. Funding</th>
<th>2022-2023 CDBG Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>City of Charleston</td>
<td>CDBG Program Administration</td>
<td>Funds will be utilized to administer the City of Charleston's CDBG Program.</td>
<td>City of Charleston</td>
<td>$100,000</td>
<td>$65,000</td>
</tr>
<tr>
<td>2</td>
<td>City of Charleston</td>
<td>Property Maintenance</td>
<td>Funds will be utilized to maintain homes or lots owned by the City of Charleston.</td>
<td>City of Charleston</td>
<td>$15,000</td>
<td>$15,000</td>
</tr>
<tr>
<td>3</td>
<td>City of Charleston</td>
<td>RHC Substantial Rehabilitation Program</td>
<td>Funds will be utilized to support the administration of the City’s loan and deferred loan programs.</td>
<td>City of Charleston</td>
<td>$155,000</td>
<td>$155,000</td>
</tr>
<tr>
<td>4</td>
<td>City of Charleston</td>
<td>RHC Roof Replacement Program</td>
<td>Funds will be utilized to support the City's Roof Program which provides new roofs to eligible homeowners.</td>
<td>City of Charleston</td>
<td>$150,000</td>
<td>$150,000</td>
</tr>
<tr>
<td>5</td>
<td>City of Charleston</td>
<td>Property Acquisition</td>
<td>Funds will be utilized to acquire infill lots.</td>
<td>City of Charleston</td>
<td>$98,000</td>
<td>$65,000</td>
</tr>
<tr>
<td>6</td>
<td>City of Charleston</td>
<td>Employer Assisted Housing</td>
<td>Funds will be utilized to assist city employees with downpayment assistance to purchase a home in the City of Charleston.</td>
<td>City of Charleston</td>
<td>$10,000</td>
<td>$8,000</td>
</tr>
<tr>
<td>7</td>
<td>City of Charleston</td>
<td>Environmental Review</td>
<td>Funds will be utilized for CEI's on selected properties to ensure compliance with HUD regulations.</td>
<td>City of Charleston</td>
<td>$60,000</td>
<td>$61,000</td>
</tr>
<tr>
<td>8</td>
<td>Charleston Habitat for Humanity</td>
<td>Critical Home Repairs for the Low Income Homeowners</td>
<td>Funds will be utilized to complete critical home repairs for approved homeowners in the City of Charleston.</td>
<td>City of Charleston</td>
<td>$60,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>9</td>
<td>Charleston Pro Bono Legal Services (PS)</td>
<td>Charleston Pro Bono Home Stabilization Initiative</td>
<td>Funds will be utilized for attorney and paralegal time while assisting City residents with legal issues affecting home stability.</td>
<td>City of Charleston</td>
<td>$30,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>10</td>
<td>Charleston Promise Neighborhood (PS)</td>
<td>CPH Strategic Programming</td>
<td>Funds will be utilized to support school programming, administrative and operational costs for the organization.</td>
<td>City of Charleston</td>
<td>$20,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>11</td>
<td>Charleston Trident Urban League (PS)</td>
<td>House and Home</td>
<td>Funds will be utilized for administrative purposes while administering the House and Home Program.</td>
<td>City of Charleston</td>
<td>$40,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>12</td>
<td>Charleston Trident Urban League</td>
<td>CTHI Fair Housing Program</td>
<td>Funds will be utilized for administrative costs while operating the Fair Housing Initiative Program.</td>
<td>City of Charleston</td>
<td>$40,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>13</td>
<td>Episcopal Diocese of SC Community Housing Development Organization</td>
<td>Humphrey Court Dev. Project</td>
<td>Funds will be utilized for construction of new two and three bedroom homes in the Elizabethtown/Concordia neighborhood in Charleston.</td>
<td>City of Charleston</td>
<td>0</td>
<td>$50,000</td>
</tr>
<tr>
<td>14</td>
<td>Family Promise of Greater Charleston (PS)</td>
<td>Homelessness Prevention Program</td>
<td>Funds will be utilized for training community volunteers to provide case management to families at risk of homelessness to ensure housing stability as well as direct financial assistance as needed.</td>
<td>City of Charleston</td>
<td>0</td>
<td>$50,000</td>
</tr>
<tr>
<td>15</td>
<td>Humanities Foundation</td>
<td>Shelleter Net</td>
<td>100% of the funds will go directly to qualified applicants for emergency financial assistance up to $500/household.</td>
<td>City of Charleston</td>
<td>$20,000</td>
<td>$20,000</td>
</tr>
<tr>
<td>16</td>
<td>One21 Place (PS)</td>
<td>Shelter Operations</td>
<td>Funds will be used to offset the cost of utilities necessary for the daily operation of One21 Place's emergency shelters and facilities.</td>
<td>35 Wappoo Rd.</td>
<td>$44,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>17</td>
<td>Operation Home</td>
<td>The Critical Home Repair Program</td>
<td>Funds will be utilized to complete repairs for low-income (less than 50% AMI) homeowners.</td>
<td>City of Charleston</td>
<td>$25,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>18</td>
<td>Palmetto CAP</td>
<td>City of Charleston Home Repairs</td>
<td>Funds will be utilized for minor emergency home repair projects within the City of Charleston.</td>
<td>City of Charleston</td>
<td>0</td>
<td>$50,000</td>
</tr>
<tr>
<td>19</td>
<td>Tri-County Cares to Care Collaboration (PS)</td>
<td>Tri-County Digital Equity &amp; Inclusion Initiative</td>
<td>Funds will be utilized to launch the Reconnection curriculum (digital access) in community centers in the City of Charleston.</td>
<td>City of Charleston</td>
<td>0</td>
<td>$50,000</td>
</tr>
<tr>
<td>20</td>
<td>Closing the Gap in Healthcare (PS)</td>
<td>Health Literacy Program</td>
<td>Funds will be used to develop, manage, and broadcast health tips via radio, television, social media platforms, as well as delivery seminaries to minority communities in the Tri-County area.</td>
<td>City of Charleston</td>
<td>$10,000</td>
<td>$45,000</td>
</tr>
</tbody>
</table>

Total Recommended (w/ City programs): $843,628 + $200,000 PI = $1,043,628
## 2022-2023 Housing Opportunities for Persons with Aids (HOPWA)

### Funding Requests $1,065,785

<table>
<thead>
<tr>
<th>#</th>
<th>Organization</th>
<th>Project Name</th>
<th>Project Description</th>
<th>Location of Service Area</th>
<th>Prior Yr. Funding</th>
<th>2022--2023 HOPWA Request</th>
<th>CD Advisory Committee Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lowcountry AIDS Services</td>
<td>HOPWA Program</td>
<td>Funds will be utilized for administrative and housing costs related to the provision of housing and related services for persons with HIV or AIDS.</td>
<td>Berkeley, Charleston, Dorchester Counties or the Metropolitan Statistical Area (MSA)</td>
<td>$445,625</td>
<td>$451,000</td>
<td>$451,000</td>
</tr>
<tr>
<td>2</td>
<td>Roper St. Francis Healthcare (Ryan White Wellness Center)</td>
<td>HOPWA Program</td>
<td>Funds will be utilized for administrative and housing costs related to the provision of housing and related services for persons with HIV or AIDS.</td>
<td>Berkeley, Charleston, Dorchester Counties or the Metropolitan Statistical Area (MSA)</td>
<td>$220,000</td>
<td>$220,000</td>
<td>$220,000</td>
</tr>
<tr>
<td>3</td>
<td>City of Charleston</td>
<td>HOPWA Housing Development</td>
<td>Funds will be used to develop housing for persons living with HIV/AIDS</td>
<td>Berkeley, Charleston, Dorchester Counties or the Metropolitan Statistical Area (MSA)</td>
<td>$126,793</td>
<td>$362,811</td>
<td>$362,811</td>
</tr>
<tr>
<td>4</td>
<td>City of Charleston</td>
<td>HOPWA Program Administration</td>
<td>Funds will be utilized for administrative expenses for the City of Charleston's oversight of the HOPWA program.</td>
<td>City of Charleston</td>
<td>$24,508</td>
<td>$31,974</td>
<td>$31,974</td>
</tr>
</tbody>
</table>

**Total Recommended with City Programs:** $1,065,785.00

**Total Funding Requested (only Non-profits):** $671,000
<table>
<thead>
<tr>
<th>No.</th>
<th>Organization</th>
<th>Project Name</th>
<th>Project Description</th>
<th>Location of Service Area</th>
<th>Prior Yr. Funding</th>
<th>2022-2023 HOME Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>City of Charleston</td>
<td>HOME Program Administration</td>
<td>Funds will be utilized to administer the City of Charleston's HOME Program.</td>
<td>Citywide</td>
<td>$53,600</td>
<td>$59,534.40</td>
</tr>
<tr>
<td>2</td>
<td>City of Charleston</td>
<td>RPC Substantial Rehabilitation Program</td>
<td>Funds will be utilized to support the City's substantial rehabilitation program for low-to-moderate income homeowners.</td>
<td>Citywide</td>
<td>$72,107</td>
<td>$100,000</td>
</tr>
<tr>
<td>3</td>
<td>City of Charleston</td>
<td>RPC Rental Rehab</td>
<td>Funds will be utilized to support the City's rental rehabilitation program.</td>
<td>Citywide</td>
<td>$75,893</td>
<td>$59,250.90</td>
</tr>
<tr>
<td>4</td>
<td>City of Charleston</td>
<td>TBRA</td>
<td>Funds will be used to provide rental assistance for the homeless population in the City of Charleston.</td>
<td>Citywide</td>
<td>$0</td>
<td>$144,710</td>
</tr>
<tr>
<td>5</td>
<td>Palmetto Community Action Partnerships (PCAP)</td>
<td>36 Cooper Street</td>
<td>Funds will be utilized to construct new affordable rental units in the City of Charleston.</td>
<td>36 Cooper Street</td>
<td>$0.00</td>
<td>$50,000</td>
</tr>
<tr>
<td>6</td>
<td>P.A.S.T.O.R.S., Inc.</td>
<td>CHDO Operations Funds</td>
<td>Funds will be utilized for rehabilitation of two homes within the City of Charleston.</td>
<td>Citywide</td>
<td>$50,000.00</td>
<td>$50,000</td>
</tr>
<tr>
<td>7</td>
<td>P.A.S.T.O.R.S., Inc.</td>
<td>Acquisition/Rehab for Homeownership</td>
<td>Funds will be utilized for rehabilitation of two homes within the City of Charleston.</td>
<td>Citywide</td>
<td>$35,000.00</td>
<td>$50,000</td>
</tr>
<tr>
<td>8</td>
<td>Charleston Redevelopment Corporation</td>
<td>CHDO Operation &amp; Administration of Homeownership Activities</td>
<td>The CRC has several CHDO eligible Homeownership Activities in process and under consideration.</td>
<td>Coming/Fishburne St. Charleston, SC</td>
<td>$50,000.00</td>
<td>$50,000</td>
</tr>
<tr>
<td>9</td>
<td>Charleston Redevelopment Corporation</td>
<td>Fishburne Street Mixed Income Rental Housing</td>
<td>The CRC will construct a five unit multifamily mixed income rental project to be located at Coming/Fishburne Street.</td>
<td>City of Charleston</td>
<td>$50,000.00</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

Total Recommended (with City Programs): $250,000

Total Funding Requested (only Non-profits): $250,000
Application for Federal Assistance SF-424

1. Type of Submission
   - [ ] Preapplication
   - [x] Application
   - [ ] Changed/Corrected Application

2. Type of Application
   - [x] New
   - [ ] Continuation
   - [ ] Revision
   - [ ] Other (Specify)

3. Date Received:
   - Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:
   - N/A

5b. Federal Award Identifier:
   - N/A

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:
   a. Legal Name: The City of Charleston
   b. Employer/Taxpayer Identification Number (EIN/TIN):
      - 57-6000226
   c. Organizational DUNS:
      - 0779907860000

9. Address:
   - Street1:
     - 75 Calhoun Street
   - City:
     - Charleston
   - State:
     - South Carolina
   - Zip / Postal Code:
     - 29401

10. Organizational Unit:
    - Department Name:
      - Department of Housing and Community Development
    - Division Name:
      - Housing

11. Name and contact information of person to be contacted on matters involving this application:
    - Prefix:
      - Ms.
    - First Name:
      - Geona
    - Middle Name:
      - Shaw
    - Last Name:
      - Johnson
    - Suffix:
    - Title:
      - Director of Housing and Community Development

12. Organizational Affiliation:
    - Municipality:

13. Telephone Number:
    - 843-724-3768
14. Fax Number:
    - 843-965-4180
15. Email:
    - johnsong@charleston-sc.gov
Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type:
   - City of Township

Type of Applicant 2: Select Applicant Type

Type of Applicant 3: Select Applicant Type

* Other (specify)

10. Name of Federal Agency:
   - Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:
   - 14-218

CFDA Title:

HOME Investment Partnerships Program (HOME)

12. Funding Opportunity Number:
   - N/A

* Title:
   - N/A

13. Competition Identification Number:
   - N/A

Title:
   - N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment  Delete Attachment  View Attachment

15. Descriptive Title of Applicant's Project:
   - The City of Charleston will utilize its HOME funds to improve housing opportunities for low and moderate income citizens in the City of Charleston.

Attach supporting documents as specified in agency instructions.

Add Attachments  Delete Attachments  View Attachments
Application for Federal Assistance SF-424

16. Congressional Districts Of:
   * a. Applicant 1 & 6
   * b. Program/Project 1 & 6

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:
   * a. Start Date 6/1/2022
   * b. End Date 5/31/2023

18. Estimated Funding (\$):
   * a. Federal $595,344.00
   * b. Applicant $0.00
   * c. State $0.00
   * d. Local $0.00
   * e. Other $0.00
   * f. Program Income $0.00
   * g. TOTAL $595,344.00

19. Is Application Subject to Review By State Under Executive Order 12372 Process?
   □ a. This application was made available to the State under the Executive Order 12372 Process for review on
   □ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
   ☑ c. Program is not covered by E.O. 12372.

20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)
   □ Yes ☑ No

   If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:
Prefix Honorable
Middle Name J
* Last Name Tecklenburg
Suffix
* Title Mayor
* Telephone Number 843-577-6970
Fax Number 843-720-3827
* Email johnsong@charleston-sc.gov

* Signature of Authorized Representative Completed by Grants.gov upon submission
* Date Signed 6/2/2022
**Application for Federal Assistance SF-424**

1. **Type of Submission:**
   - [ ] Preapplication
   - [x] Application
   - [ ] Changed/Corrected Application

2. **Type of Application:**
   - [x] New
   - [ ] Continuation
   - [ ] Revision
   - [ ] Other: Specify

3. **Date Received**
   - Completed by Grants.gov upon submission

4. **Applicant Identifier**

5a. **Federal Entity Identifier**
   - N/A

5b. **Federal Award Identifier**
   - N/A

6. **Date Received by State**

7. **State Application Identifier**

8. **APPLICANT INFORMATION:**

   a. **Legal Name:**
      - The City of Charleston

   b. **Employer/Taxpayer Identification Number (EIN/TIN):**
      - 57-6000226

   c. **Organizational DUNS**
      - 0779907860000

   d. **Address:**
      - **Street1:** 75 Calhoun Street
      - **City:** Charleston
      - **State:** South Carolina
      - **Zip/Postal Code:** 29401
      - **Country:** USA: UNITED STATES

   e. **Organizational Unit:**
      - **Department Name:** Department of Housing and Community Development
      - **Division Name:** Housing

   f. **Name and contact information of person to be contacted on matters involving this application:**
      - **Prefix:** Ms.
      - **First Name:** Geona
      - **Middle Name:** Shaw
      - **Last Name:** Johnson
      - **Suffix:**

      - **Title:** Director of Housing and Community Development

      - **Organizational Affiliation:**
        - Municipality

      - **Telephone Number:** 843-724-3768
      - **Fax Number:** 843-965-4180

      - **Email:** johnsong2@charleston-sc.gov
Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:
   City of Township

Type of Applicant 2: Select Applicant Type

Type of Applicant 3: Select Applicant Type

* Other (specify)

* 10. Name of Federal Agency:
   Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:
   14-218

CFDA Title:

Community Development Block Grant (CDBG)

* 12. Funding Opportunity Number:
   N/A

* Title:
   N/A

13. Competition Identification Number:
   N/A

Title:
   N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

* 15. Descriptive Title of Applicant's Project:
   CDBG funds will be utilized to support the City's Rehabilitation, New Construction and other housing programs. CDBG will also be used to support non-profit organizations in the City of Charleston.

Attach supporting documents as specified in agency instructions.
Application for Federal Assistance SF-424

16. Congressional Districts Of:
   * a Applicant 1 & 6
   * b Program/Project 1 & 6

Attach an additional list of Program/Project Congressional Districts if needed

17. Proposed Project:
   * a Start Date 6/1/2022
   * b End Date 5/31/2023

18. Estimated Funding ($):
   * a Federal $843,628.00
   * b Applicant $0.00
   * c State $0.00
   * d Local $0.00
   * e Other $0.00
   * f Program Income $200,000
   * g TOTAL $1,043,628.00

19. Is Application Subject to Review By State Under Executive Order 12372 Process?
   □ This application was made available to the State under the Executive Order 12372 Process for review on
   □ Program is subject to E O 12372 but has not been selected by the State for review
   ☑ Program is not covered by E O 12372.

20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)
   □ Yes ☑ No
   If "Yes", provide explanation and attach

21. "By signing this application, I certify (1) to the statements contained in the list of certifications" and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances" and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)
   ☑ I AGREE

   ** The list of certifications and assurances or an internet site where you may obtain this list is contained in the announcement or agency specific instructions.

Authorized Representative:
Prefix Honorable
Middle Name J.
* Last Name Tecklenburg
Suffix:
* Title Mayor
* Telephone Number 843-577-8970
Fax Number 843-720-3827
* Email johnsong@charleston-sc.gov

* Signature of Authorized Representative Completed by Grants.gov upon submission
* Date Signed 1/25/2023
* Grants.gov upon submission
**Application for Federal Assistance SF-424**

**1. Type of Submission:**
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

**2. Type of Application:**
- [x] New
- [ ] Continuation
- [ ] Revision
- [ ] Other (Specify) [ ]

**3. Date Received:**
Completed by Grants.gov upon submission: [ ]

**4. Applicant Identifier:**
[ ]

**5a. Federal Entity Identifier:**
N/A

**5b. Federal Award Identifier:**
N/A

**State Use Only:**

**6. Date Received by State:** [ ]

**7. State Application Identifier:** [ ]

**8. APPLICANT INFORMATION:**

**a. Legal Name:** The City of Charleston

**b. Employer/Taxpayer Identification Number (EIN/TIN):** 57-6000226

**c. Organizational DUNS:** 0779907600000

**d. Address:**
- Street 1: 75 Calhoun Street
- City: Charleston
- County/Parish: [ ]
- State: South Carolina
- Province: [ ]
- Country: USA: UNITED STATES
- Zip / Postal Code: 29401

**e. Organizational Unit:**
- Department Name: Department of Housing and Community Development
- Division Name: Housing

**f. Name and contact information of person to be contacted on matters involving this application:**
- Prefix: Ms.
- * First Name: Geona
- Middle Name: Shaw
- * Last Name: Johnson
- Suffix: [ ]
- Title: Director of Housing and Community Development
- Organizational Affiliation: [ ]
- Municipality: [ ]

**Telephone Number:** 843-724-3768
**Fax Number:** 843-865-4180

**Email:** johnsong@charleston-sc.gov
Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type:
City of Township

Type of Applicant 2 Select Applicant Type

Type of Applicant 3 Select Applicant Type

* Other (specify)

10. Name of Federal Agency:
Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:
14-241

CFDA Title:

Housing Opportunities for Persons with AIDS (HOPWA)

12. Funding Opportunity Number:
N/A

* Title:
N/A

13. Competition Identification Number:
N/A

Title:
N/A

14. Areas Affected by Project (Cities, Counties, States, etc.): 

* 15. Descriptive Title of Applicant's Project:
The City of Charleston will utilize HOPWA funds to improve housing for low and moderate income residents living with HIV/AIDS illness in the Metropolitan Statistical Area (MSA).

Attach supporting documents as specified in agency instructions.
Application for Federal Assistance SF-424

16. Congressional Districts Of:
   * a Applicant: 1 & 6
   * b Program/Project: 1 & 6

   Attach an additional list of Program/Project Congressional Districts if needed

17. Proposed Project:
   * a Start Date: 6/1/2023
   * b End Date: 5/31/2023

18. Estimated Funding ($):
   * a Federal: $1,065,785.00
   * b Applicant: $0.00
   * c State: $0.00
   * d Local: $0.00
   * e Other: $0.00
   * f Program Income: $0.00
   * g TOTAL: $1,065,785.00

19. Is Application Subject to Review By State Under Executive Order 12372 Process?
   a. This application was made available to State under the Executive Order 12372 Process for review on
   b. Program is subject to E.O. 12372 but has not been selected by the State for review.
   c. Program is not covered by E.O. 12372.

20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)
   Yes ☐ No ☑

   If "Yes", provide explanation and attach

21. "By signing this application, I certify (1) to the statements contained in the list of certifications and assurances and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

   ☑ "I AGREE"

   " The list of certifications and assurances or an internet site where you may obtain this list is contained in the announcement or agency specific instructions.

Authorized Representative:
Prefix: Honorable ☑
First Name: John
Middle Name: J.
Last Name: Tecklenburg
Suffix: 
Title: Mayor
Telephone Number: 843-577-6970
Fax Number: 843-720-3827
Email: johnson@charleston-sc.gov

Signature of Authorized Representative: Completed by Grants.gov upon submission
Date Signed: 4/28/2022
Grants.gov upon submission
CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** -- The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

**Anti-Lobbying** -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** -- The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction’s consolidated plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

---

**Signature of Authorized Official**

**Date**

**Mayor, City of Charleston**

**Title**
Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
Compliance with Anti-discrimination laws -- The grant will be conducted and administered in accordance with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

[Signature of Authorized Official]

Date: 06.21.22

Title: Mayor, City of Charleston
OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

__________________________
Signature of Authorized Official

__________________________
Date

Mayor, City of Charleston
Title
Specific HOME Certifications

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance** -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

**Eligible Activities and Costs** -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

**Subsidy layering** -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.

________________________     06.21.2022
Signature of Authorized Official  Date

Mayor, City of Charleston

Title
Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

_____________  ______________
Signature of Authorized Official                  Date

Mayor, City of Charleston

Title
APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
CONTRACT BETWEEN THE CITY OF CHARLESTON
AND
SUBRECIPIENT
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT

THIS CONTRACT (the “Contract”) is entered into as of the _____ day of __________, 2022, by and between the City of Charleston, South Carolina (the “City”), and Subrecipient, a South Carolina nonprofit corporation (the “Subrecipient”).

WHEREAS, the City of Charleston has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the City of Charleston wishes to engage Subrecipient in the utilization of amount ($0.00) dollars in 48th Year Community Development Block Grant (CDBG) funds (the “Funds”) as set forth below.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

Subrecipient shall utilize the Funds to complete scope of work. The Subrecipient shall utilize the Funds for the purpose outlined in the narrative attached thereof as Addendum A.

B. Performance/Objective Monitoring

1. The City of Charleston shall monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance by Subrecipient, as determined by the City of Charleston, shall constitute non-compliance with this Contract. If action to correct such substandard performance is not taken within thirty days after being notified by the City of Charleston, Contract suspension or termination procedures shall be initiated. Additionally, such non-compliance will constitute a default under this Contract and will entitle the City to any and all remedies available under this Contract, at law or in equity.
2. The Subrecipient acknowledges that compliance with the productivity goals as established herein shall not automatically entitle the Subrecipient to future funding by the City of Charleston.

3. The Subrecipient further acknowledges that the general objective category for this project is accessibility for the purpose of creating suitable living environments.

C. Subsequent Changes

Any changes to the Scope of Services set forth as Addendum A shall be done pursuant to Paragraph V-G of this Contract.

D. Budget

The program budget (the “Budget”) attached hereto as Addendum B is hereby made a part of this Contract and is incorporated herein by reference.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the date written above and shall end twelve (12) months thereafter (the “Performance Period”). The terms of the Contract and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of the Funds or other assets including program income. The City of Charleston shall review the performance of the Subrecipient to determine whether the Subrecipient is carrying out its CDBG-assisted activities in a timely manner prior to any additional awards being granted. Sixty (60) days prior to program year-end, the City of Charleston shall conduct an assessment to determine the amount of Funds remaining in the Subrecipient’s control. In the event that the Subrecipient’s performance demonstrates a lack of timeliness as required in accordance herewith and should the Subrecipient fail to demonstrate to the City of Charleston that the lack of timeliness has resulted from factors beyond the Subrecipient’s reasonable control, the City of Charleston shall provide the Subrecipient the opportunity to prepare and implement a workout plan, as approved by the City of Charleston, within thirty (30) days of the City of Charleston’s finding of such lack of timeliness by the Subrecipient. Should the Subrecipient fail to fulfill its obligations as herein set forth, the City of Charleston reserves the right to cease the Subrecipient’s access to funds or terminate the Contract in its entirety at no cost to the City of Charleston.
III. PAYMENT

A. It is expressly agreed and understood that the total amount to be paid by the City of Charleston under this Contract shall not exceed \textdollar\,000.00 dollars.

B. Disbursements of the Funds to Subrecipient shall be made on a reimbursement basis upon receipt of invoices, supporting documentation, and approval by the City.

IV. NOTICES

All notices required under this Contract to either of the parties hereto shall be deemed properly given when deposited in United States mail either by registered or certified mail. Communication and details concerning this contract shall be directed to the following contract representatives:

City of Charleston
Geona Shaw Johnson, Director
Department of Housing and Community Development
75 Calhoun Street, Suite 3200
Charleston, South Carolina 29401
843.724.3766; Fax: 843.965.4180
Email: johnsong@charleston-sc.gov

City of Charleston Legal Department
50 Broad Street
Charleston, South Carolina 29401
843.724.3730; Fax: 843.724.3706

Office of the Mayor
Mayor John J. Tecklenburg
Post Office Box 625
Charleston, South Carolina 29401
843.577.6970; Fax: 843.720.3827

Subrecipient
Contact Information

V. GENERAL CONDITIONS
A. **General Compliance**

The Subrecipient shall comply with all applicable federal, state and local laws and regulations governing the Funds provided under this Contract. The Subrecipient agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all federal regulations and policies issued pursuant to those regulations. The Subrecipient further agrees to utilize the Funds being made available under this Contract to supplement rather than supplant funds otherwise available.

B. **Independent Contractor**

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Contract. The City of Charleston shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker’s Compensation insurance as the Subrecipient is an independent subrecipient.

C. **Hold Harmless**

The Subrecipient shall hold harmless, defend and indemnify the City of Charleston from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient’s performance of the services or subject matter called for in this Contract.

D. **Worker’s Compensation**

The Subrecipient shall provide Worker’s Compensation Insurance coverage for all employees involved in the performance of this Contract.

E. **Insurance and Bonding**

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200. The Subrecipient shall provide evidence to the City that the insurance requirements are met.
F. Grantor Recognition

The Subrecipient shall ensure recognition of the role of the grantor agency in providing services through this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, the Subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available under this Contract.

G. Amendments

Subrecipient may amend this Contract at any time provided that such amendments make specific reference to this Contract, and are executed in writing, signed by a duly authorized representative of both parties, and approved by the Charleston City Council. Such amendments shall not invalidate this Contract, nor relieve or release the City of Charleston or the Subrecipient from its obligations under this Contract.

The City of Charleston, may, at its discretion, amend this Contract to conform with Federal, State and/or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Contract, such modifications shall be incorporated only by written agreement signed by both the City of Charleston and the Subrecipient.

H. Suspension or Termination

In addition to any other remedy available under this Contract, at law, or in equity, the City may suspend or terminate this Contract, in whole or in part, if Subrecipient materially fails to comply with any term of this Contract or with any of the rules, regulations or provisions referred to herein. If the City determines that Subrecipient is not in compliance with this Contract, it shall notify Subrecipient in writing of such noncompliance. Thereafter, if Subrecipient fails to correct noncompliance within thirty (30) days, then Subrecipient shall, at the option of the City, be declared in default and the City may declare Subrecipient ineligible for any further participation in City contracts, and the City shall be entitled to seek any and all remedies available to it under this Contract, at law, or in equity.

VI. ADMINISTRATION REQUIREMENTS

A. Financial Management

1. Accounting Standards
Subrecipient shall comply with the accounting principles and procedures required in 2 CFR Part 200, and utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

2. **Cost Principles**

The Subrecipient shall administer its program in accordance with 2 CFR Part 200 for all costs incurred whether charged on a direct or indirect basis.

**B. Documentation and Record-Keeping**

1. **Records to be Maintained**

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
f. Financial records as required by 24 CFR Part 570.502; and
g. Other records necessary to document compliance with 24 CFR 570.208; and
h. Time sheets of employees whose salaries are paid with CDBG funds.

2. **Retention of Records**

The Subrecipient shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities under this Contract, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after the final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.
3. **Client Data**

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility and description of services provided. Such information shall be made available to the City of Charleston and HUD staff or their designees for review upon request.

4. **Property Records**

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties maintained shall continue to meet eligibility criteria and shall conform to the "change of use" restrictions specified in 24 CFR Part 570.505.

5. **National Objectives**

The Subrecipient shall maintain documentation that demonstrates that the activities carried out with funds under this Contract meet one or more of the CDBG program's national objectives: (1) benefit low and moderate income persons, (2) aid in the prevention of slums and blight, or (3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

6. **Close-Outs**

Subrecipient's obligations to the City of Charleston shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City of Charleston), and determining the custodianship of records.

Upon its expiration or dissolution, the Subrecipient shall transfer to the City of Charleston any Funds on hand which have been provided under this Contract and any accounts receivable attributable to the use of such Funds. Any real property or equipment under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds must be returned to the City and disposed of in a manner which result in the City being reimbursed in the amount of the current fair market value of the property,
less any portion thereof attributable to the expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

7. **Audits and Inspections**

   a. All Subrecipient records, with respect to any matters covered by this Contract, shall be made available to the City of Charleston, the Federal Government, or their designees, at any time during normal business hours, as often as the City of Charleston or the Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

   b. Any deficiencies noted in audit reports must be addressed by the Subrecipient within 30 days after receipt by the Subrecipient and cleared by the Subrecipient within 30 days. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Contract and may result in the withholding of payments to the Subrecipient.

8. **Fraud Policy**

In order to protect the funds granted to the City of Charleston and utilized by the Subrecipient in performance of services covered by this Contract, the Subrecipient is required to have a fraud policy in effect during the term of this Contract. The fraud policy shall establish procedures for the detection and prevention of fraud, misappropriation, negligent conduct that results in loss, and other inappropriate conduct involving the funds and services covered by this Contract. A copy of the policy shall be provided to the City upon request.

9. **Transparency Act Requirements**

Subrecipient shall ensure that the City of Charleston is provided information to report data required by the Federal Funding Accountability and Transparency Act (FFATA) and subsequent OMB guidance. Effective October 1, 2010, FFATA requires federal awards granted to an organization in an amount of $25,000 or more to report specific information related to the organization receiving the funds. The information includes the following:

1. Subrecipient Entity Information (FAIN);
2. Principal Place of Performance;
3. Executive Compensation Data if applicable;
4. DUNS Number and/or Parent DUNS number;
5. CFDA;
6. Project Description;
7. Total Funding Amount;
8. Contract Execution Date;
9. Reporting Month.

10. Progress Reports
The Subrecipient shall submit regular Progress Reports to the City of Charleston on a quarterly basis in the form and content required by the City of Charleston. Funds may be withheld until such documentation is submitted.

C. Financial Reporting and Payment Procedures

1. Budgets
The Subrecipient shall submit a detailed Contract budget in a form and content prescribed by the City's Finance Department for approval by the City. The City of Charleston and the Subrecipient may agree to revise the budget from time to time in accordance with existing City policies.

2. Program Income
The Subrecipient shall report quarterly on all program income defined at 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this Contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use the program income during the Contract period for activities permitted under this Contract. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City of Charleston.

3. Indirect Costs
If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan in accordance with 2 CFR 200.414, as applicable, for determining the appropriate City of Charleston share of administrative costs and shall submit such plan to the City for approval.

4. Payment Procedures
The City of Charleston shall reimburse the Subrecipient monies available from the Funds under this Contract based upon invoices and documentation submitted by the Subrecipient and consistent with any approved budget, cost allocation plan and City policy concerning payments. Payments shall be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. The City of Charleston reserves the right to liquidate funds available under this Contract for costs incurred by the City of Charleston on behalf of the Subrecipient.

5. **Audit of Records**

The Subrecipient shall on an annual basis have a fiscal and programmatic audit performed by qualified auditors to verify program efficiency and effectiveness. Audits shall be conducted in accordance with 24 CFR Part 200. The Subrecipient further agrees to make available all records and reports relative to the fiscal and programmatic aspects of its program upon request by the City of Charleston.

D. **Procurement**

1. **Compliance**

The Subrecipient shall comply with 2 CFR Part 200 and any current City policy regarding the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City of Charleston upon termination of this Contract.

2. **OMB Standards**

The Subrecipient shall procure materials in accordance with the requirements of 2 CFR Part 200, and shall follow property management standards set forth therein covering utilization and disposal of property.

3. **Relocation, Acquisition and Displacement**

The Subrecipient shall comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient shall comply with applicable City of
Charleston ordinances, resolutions and policies concerning displacement of individuals from their residents.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient shall comply with Title I of the Civil Rights Act of 1964, as amended, Title VIII, Fair Housing Law, Title VII of the Civil Rights Act of 1968, as amended, Title VIII, Fair Housing Law, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and with Executive Order 11246, as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, religion, ancestry, national origin, sex, handicap or other handicap, age, marital status or status with regard to public assistance. The Subrecipient shall take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR Part 570. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease, rental or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United
States are beneficiaries of and entitled to enforce such covenant. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and shall not itself so discriminate.

4. **Section 504**

The Subrecipient shall comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Contract.

B. **Affirmative Action**

1. **Approved Plan**

The Subrecipient shall be committed to carry out, pursuant to the City of Charleston's specifications, an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. The City shall provide Equal Employment Opportunity guidelines to the Subrecipient to assist in the formulation of such a program.

2. **Women/Minority Owned Businesses**

The Subrecipient shall use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term “minority and female owned enterprise” means a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are African-Americans, Spanish speaking, Spanish surname or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representations by subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. **Access to Records**

The Subrecipient shall furnish and cause each of its subrecipients to furnish all information and reports required hereunder and shall permit access to
its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. **EEO/AA Statement**

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

C. **Employment Restrictions**

1. **Prohibited Activity**

   a. The Subrecipient certifies that no Federal appropriated funds have been paid or shall be paid, by or on behalf, of any person for influencing or attempting to influence an office or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

   b. The Subrecipient certifies that if any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan or cooperative agreement, it shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

   c. The Subrecipient certifies that the language of paragraphs (a) and (b) above shall be included in documents for all subawards at all tiers (including subcontracts, subgrants,
contracts under grants, loans and cooperative agreements) and that all lobbying as described in paragraphs (a) and (b) above shall be disclosed accordingly.

2. **OSHA**

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or working conditions which are unsanitary, hazardous or dangerous to the participant’s health or safety.

3. **Labor Standards**

The Subrecipient shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours, the Safety Standards Act, the Copeland “Anti-Kickback” Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those laws and regulations apply to the performance of this Contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Charleston and HUD officials upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of $2,000 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with federal requirements pertaining to such contracts of the Department of Labor, under 29 CFR, Parts 1, 3, 5 and 7 governing the payment of wages and ration of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of $2,000.

4. **“Section “3” Clause**

a. **Compliance**

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the
execution of this Contract, shall be a condition of the federal funding assistance provided under this Contract and binding upon the Subrecipient and any contractors or subcontractors for work in connection with this Contract. Further, the Subrecipient agrees to incorporate the following language in all contracts and subcontracts executed for work under this Contract:

"The work to be performed under this Contract is a project assisted under the Community Development Block Grant program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project."

The Subrecipient agrees that no contractual or other disability exists which would prevent compliance with these requirements.

5. **Debarred, Suspended or Ineligible Contractors**

Financial assistance provided under this Contract shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services, of or fund any contractor or subcontractor or sub-subrecipient during any period of debarment, suspension or placement or eligibility status under the provisions of 24 CFR Part 24.

### D. **Conduct**

1. **Assignability**

The Subrecipient shall not assign or transfer any interest in this Contract without the prior written consent of the City thereto. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. **Conflict of Interest**

The Subrecipient shall abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract. The Subrecipient further covenants that in the performance of this
Contract no person having a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions also apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the City or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Program.

3. Religious Organizations

The Subrecipient agrees that funds provided under this Contract shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200 (j).

4. Subcontracts

a. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be made available upon request by the City along with documentation concerning the selection process.

b. Content

The Subrecipient shall cause all of the provisions of this Contract to be included in and made a part of any subcontract executed in performance of this Contract.

c. Monitoring

The Subrecipient shall monitor all subcontracted services on a regular basis to ensure Contract compliance. Results of monitoring efforts shall be summarized in written reports and supported by documentation of follow-up actions taken to correct areas of non-compliance. Copies of these reports shall be submitted to the City.

VIII. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient shall comply with the requirements of the following regulations insofar as they apply to the performance of this Contract:
- Clean Air Act, 42 U.S.C., 1857, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et. seq., as amended. 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
- National Environmental Policy Act of 1969, and
- HUD Environmental Review Procedures (24 CFR, Part 58)

B. **Flood Disaster Protection**

The Subrecipient shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 2234) in regard to the sale, lease, or other transfer of land acquired, cleared or improved under the terms of this Contract, as it may apply to the provisions of this Contract. In addition, all properties assisted with Federal funds under this Contract are required to have flood insurance on the property.

C. **Lead-Based Paint**

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Subpart B thereof. Such regulations pertain to all HUD assisted housing and require that all owners, prospective owners and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

IX. **SEVERABILITY OF PROVISIONS**

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable laws.

X. **FEDERAL COMPLIANCE**

Notwithstanding any provision hereof, the Subrecipient acknowledges that the funding to be received under this Contract is federal funding and the Subrecipient agrees to abide by such rules and regulations promulgated by the United States Department of Housing
and Urban Development as now and may hereafter be promulgated concerning the receipt or expenditure of such funds.

***Remainder of Page Intentionally Left Blank***

[Signatures on Following Page]
IN WITNESS WHEREOF, the City of Charleston and have entered into this Contract as of the date first written above.

City of Charleston

By: ___________________________ Witness: ___________________________
    Mayor

By: ___________________________ Witness: ___________________________
    Clerk of Council

Subrecipient
a South Carolina nonprofit corporation

By: ___________________________ Witness: ___________________________
    Executive Director

By: ___________________________ Witness: ___________________________
    Chairman
ADDENDUM A
SCOPE OF SERVICES
Subrecipient

Subrecipient shall accomplish the following goals during the Performance Period:

Insert Scope of services
ADDENDUM B  
City of Charleston  
Department of Housing and Community Development  
Budget for Program Year Beginning June 1, 2022

Name of Project/Program: Project Name

Organization: Subrecipient

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CONTRACT BETWEEN THE CITY OF CHARLESTON
AND
Subrecipient
FOR
HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS

THIS CONTRACT (the “Contract”), entered as of the ___ day of _________ 2022 (the “Effective Date”) by and between the City of Charleston, South Carolina (the “City”), and the Subrecipient (the “Subrecipient”).

WHEREAS, the City of Charleston has applied for and received funds from the United States Government under Title 11 of the National Affordable Housing Act of 1992; and

WHEREAS, the City of Charleston wishes to engage Subrecipient in amount ($0.00) of 31st Year HOME Investment Partnerships Program (the “Funds”);

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein the parties agree as follows:

I. SCOPE OF SERVICE

A. Activities

The Funds shall be used for project description. By accepting and expending the Funds, Subrecipient agrees to be bound by the terms of this Contract and to use the Funds solely for the purposes and requirements set forth herein, and subject to the requirements, outlined in the narrative attached hereto and made a part hereof as Addendum “A” (the “Scope of Services”). The foregoing development of the Units shall occasionally be referred to herein as the “Project”.

B. Performance/Objectives Monitoring

1. The City shall monitor the performance of Subrecipient against goals and performance standards required under this Contract. Substandard performance by Subrecipient as determined by the City, shall constitute a default under this Contract and shall entitle the City to any and all remedies available under this Contract, at law or in equity.

2. Subrecipient acknowledges that compliance with its obligations under this Contract shall not automatically entitle Subrecipient to future funding by the City.

3. Subrecipient further acknowledges that the “general objective category” for this Project is “accessibility” and the “general outcome category” is “decent housing” as such terms are defined in the Community Planning Development Outcome Measurement System guidelines promulgated by the U.S. Department of Housing and Urban Development.

C. Subsequent Changes

Any changes to the Scope of Services set forth as Addendum A shall be done pursuant to
Paragraph V-G of this Contract.

D. Budget

The program budget (the "Budget") attached hereto as Addendum B is hereby made a part of this Contract and is incorporated herein by reference.

II. TIME OF PERFORMANCE

Construction of the Project and related activities shall commence on the Effective Date and shall end on the date that is one (1) year thereafter (the "Construction Period"). Notwithstanding completion of the Project, this Contract shall continue in full force and effect until the later of (a) the expiration of the Affordability Period for the Unit that is last to expire or (b) the time period during which Subrecipient remains in control of HOME funds or other assets including Program Income (hereafter defined). The City shall be entitled to review the performance of Subrecipient to determine whether Subrecipient is carrying out its HOME assisted activity in a timely manner prior to any additional awards being granted. Sixty (60) days prior to program year-end, the City shall conduct an assessment to determine the amount of funds remaining in Subrecipient's control. In the event Subrecipient fails to complete the Project on or before the expiration of the Construction Period in accordance herewith, and should Subrecipient demonstrate to the City's reasonable satisfaction that such failure to timely complete has resulted from factors beyond Subrecipient's reasonable control, the City shall provide Subrecipient the opportunity to prepare and implement a workout plan, as approved by the City. Should Subrecipient fail to fulfill its obligations as herein set forth, the City reserves the right, in addition to any other remedy available at law or in equity, to declare Subrecipient in default under this Contract, terminate Subrecipient's access to the Funds or terminate the Contract in its entirety, at no cost to the City.

III. PAYMENT

A. It is expressly agreed and understood that the total amount to be paid by the City under this Contract shall not exceed amount ($0.00).

B. The Funds shall only be used and applied as expressly authorized in accordance with this Contract and shall not be used for direct or indirect payment of administrative costs incurred by Subrecipient as outlined in this Contract.

IV. NOTICES

Communication and details concerning this Contract shall be directed to the following contract representatives:

City

Ms. Geona Shaw Johnson, Director
Department of Housing and Community Development
75 Calhoun Street, Suite 3200
V. GENERAL CONDITIONS

A. General Compliance

Subrecipient shall comply with all applicable federal, state and local laws and regulations governing the Funds.

B. Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner to create or establish the relationship of employer/employee or joint ventures between the parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Contract. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as Subrecipient is an independent non-profit organization chartered under the State of S.C.

C. Indemnification and Hold Harmless

Subrecipient shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Subrecipient's performance of the services or subject matter called for in this Contract.

D. Worker's Compensation

Subrecipient shall provide Worker's Compensation Insurance coverage for all employees involved in the performance of this Contract.

E. Insurance and Bonding

Subrecipient shall comply with the bonding and insurance requirements of Attachment B of OMB Circular A-110, Bonding and Insurance.
F. Grantor Recognition

Subrecipient shall insure recognition of the role of the grantor-City agency in providing services in accordance with this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, Subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available in accordance with this Contract.

G. Transparency Act Requirements

Subrecipient shall ensure that the City of Charleston is provided information to report data required by the Federal Funding Accountability and Transparency Act (FFATA) and subsequent OMB guidance. Effective October 1, 2010, FFATA requires federal awards granted to an organization in an amount of $25,000 or more to report specific information related to the organization receiving the funds. The information includes the following:

1. Subrecipient Entity Information (FAIN)
2. Principal Place of Performance
3. Executive Compensation Data if applicable
4. DUNS Number and/or Parent DUNS number.
5. CFDA
6. Project Description
7. Total Funding Amount
8. Contract Execution Date
9. Reporting Month

H. Amendments

This Contract may not be amended or modified except in a writing signed by each of the parties hereto.

The City, may, at its discretion, amend this Contract to conform with Federal, State and/or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Contract, such modifications shall be incorporated only by written agreement signed by both the City and Subrecipient.

I. Suspension or Termination

In addition to any other remedy available under this Contract, at law or in equity, the City may suspend or terminate this Contract, in whole or in part, if Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein. If the City determines that Subrecipient is in noncompliance, it shall notify Subrecipient in writing of noncompliance. Thereafter, if Subrecipient fails to correct noncompliance within thirty (30) days, then Subrecipient shall, at the option of the City, be declared in default and the City may declare Subrecipient ineligible for any further participation in City contracts, and shall be entitled to seek any other remedies available under this Contract, at law or in equity.
J. Covenants.

Anything contained herein notwithstanding, the Property, the Project, or any Unit or other portion thereof shall not be sold, conveyed, or transferred by the Owner in violation of the Covenants as hereinafter described, and any such deed or other instrument of transfer shall include the Covenants to run with the land and require the units to be held, transferred and conveyed as rental apartments for residents earning sixty (60%) percent and below the Area Median Income subject to the covenants (the "Covenants"), the form of which shall have been approved in writing by the City of Charleston Department of Housing and Community Development prior to such conveyance. The Covenants shall provide, generally, that the units shall be held, owned, leased, sold, conveyed, transferred, only for the purposes outlined in this Contract. The Covenants shall run with the land for a period of thirty (30) years. The Owner, in undertaking the obligations to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce the Covenants. In addition, the Covenants shall state that the City is a beneficiary thereof and entitled to enforce such Covenants.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Financial Management Standards

Subrecipient shall comply with all financial management standards outlined in and incorporated as part of this Contract.

2. Accounting Standards

Subrecipient shall comply with Attachments A through O of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

3. Cost Principles

Subrecipient shall administer its program in accordance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations", or A-21 "Cost Principles for Educational Institutions", whichever is applicable; and if Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" shall apply for all costs incurred whether charged on a direct or indirect basis.

4. Program Income

As used herein, "Program Income" means gross income earned by Subrecipient
from activities directly supported by the Funds. Such earnings include interest earned on advances. Such earnings may also include, but shall not be limited to, income from service fees. Subrecipient shall retain Program Income to carry out the Project or other projects for which use of the Program Income is authorized by the City in writing. Funds from the sale of real or personal property either provided by the City or purchased in whole or in part with funds made available under this Contract shall also be used for the programs described herein.

B. Documentation and Record-Keeping

1. Records to be maintained

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 92.508 and that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

a. Records providing a full description of the Project and
b. Records demonstrating that Project meets all income requirements, affordability requirements and property standards;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance (including the Funds);
e. Records documenting compliance with the fair housing and equal opportunity components of the HOME Program;
f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention of Records

Subrecipient shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the expiration or termination of this Contract, after the resolution of all Federal audit findings, or five (5) years after the final disposition of such Property, whichever occurs later.

3. Client Data

Subrecipient shall maintain sufficient data to demonstrate each tenant’s eligibility for the program. Such data may include, but not be limited to, client name, address, family size, income level or other basis for determining eligibility and description of services provided. Such information shall be made available to City and HUD staff or their designees for review upon request. Such records shall be kept for the Affordability Period applicable to the Project.

4. Property Records
Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities under this Contract, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after the final disposition of such Property. Records for any displaced person must be kept for five (5) years after he/she has received final payment as specified in 24 CFR Part 92.353 (f).

5. **Close-Outs**

Subrecipient’s obligations to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), and determining the custodianship of records.

Upon its expiration or dissolution, Subrecipient shall transfer to the City any funds on hand which have been provided under this Contract and any accounts receivable attributable to the use of the Funds. Any real property or equipment under Subrecipient’s control that was acquired or improved in whole or in part with HOME funds must be returned to the City and disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property, including the Property, less any portion thereof attributable to the expenditures of non-HOME funds for acquisition of, or improvement to, the property or the Property.

6. **Audits and Inspections**

   a. All Subrecipient records with respect to any matters covered by this Contract shall be made available to the City, the Federal Government, or their designees, at any time during normal business hours, as often as the City or the Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

   b. Any deficiencies noted in audit reports must be addressed by Subrecipient within 30 days after receipt of written notice of such deficiencies by Subrecipient and cleared by Subrecipient within six months. Failure of Subrecipient to comply with the above audit requirements shall constitute a violation of this Contract and may result in the withholding of payments to Subrecipient.

7. **Progress Reports**

Subrecipient shall submit regular Progress Reports to the City on a quarterly basis in the form and content required by the City. In addition to any other remedy available under this Contract, at law or in equity, funds may be withheld until such documentation is submitted.

8. **Fraud Policy**
In order to protect the funds, including the Funds, granted to the City of Charleston and utilized by the Subrecipient in performance of services covered by this Contract, Subrecipient shall have a fraud policy in effect during the term of this Contract. The fraud policy shall establish procedures for the detection and prevention of fraud, misappropriation, negligent conduct that results in loss, and other inappropriate conduct involving the Funds and services covered by this Contract. A copy of the policy shall be provided to the City upon request.

C. Financial Reporting and Payment Procedures

1. **Budgets**

Subrecipient shall submit a detailed budget within five days of the Effective Date in a form and content prescribed by the City's Finance Department for approval by the City. The City and Subrecipient may agree to revise the budget form from time to time in accordance with existing city polices.

2. **INTENTIONALLY OMITTED**

3. **Payment Procedures**

The City shall reimburse or make available to Subrecipient monies available from the Funds under this Contract based upon invoices and documentation submitted by Subrecipient and consistent with any approved budget, cost allocation plan and City policy concerning payments. Payments shall be made for eligible expenses actually incurred by Subrecipient and not to exceed actual cash requirements. The City reserves the right to liquidate funds available under this Contract for costs incurred by the City on behalf of Subrecipient.

4. **Audit of Records**

Subrecipient shall on an annual basis have a fiscal and programmatic audit performed by qualified auditors who are licensed Certified Public Accountants to verify program efficiency and effectiveness. Audits shall be conducted in accordance with OMB Circular A-133. Subrecipient further agrees to make available all records, audits and reports relative to the fiscal and programmatic aspects of its program upon request by the City.

D. **Procurement**

1. **Compliance**

Subrecipient shall comply with OMB Circular A-110 and any current city policy regarding the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Contract.
2. **OMB Standards**

Subrecipient shall procure materials in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards, covering utilization and disposal of property.

3. **Relocation, Acquisition and Displacement**

Subrecipient shall comply with 24 CFR 92.353 relating to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing the Funds. Subrecipient also agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Subrecipient agrees further to comply with applicable City ordinances, resolutions and policies concerning displacement of individuals from their residences.

**VII. PERSONNEL AND PARTICIPANT CONDITIONS**

A. **Civil Rights**

1. **Compliance**

Subrecipient shall comply with Title I of the Civil Rights Act of 1964, as amended, Title VII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375 and 12086.

2. **Nondiscrimination**

Subrecipient shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance. Subrecipient shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. **Land Covenants**

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964
(P.L. 88-352) and 24 CFR 570. Part 1. In regard to the sale of land acquired, cleared or improved with assistance provided under this Contract. Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or other instrument effecting such transfer, prohibiting discrimination as herein defined, in the sale of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient in undertaking their obligations to carry out the program assisted hereunder, agree to take such measures as are necessary to enforce such covenant, and shall not themselves discriminate.

4. **Section 504**

Subrecipient shall comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Contract.

B. **Affirmative Action**

1. **Approved Plan**

Subrecipient shall carry out, pursuant to the City's specifications, an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. The City shall provide Equal Employment Opportunity Program guidelines to Subrecipient to assist in the formulation of such a program.

2. **Women/Minority Owned Businesses**

Subrecipient shall use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority and female owned enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. Subrecipient may rely on written representations regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. **Access to Records**

Subrecipient shall furnish any and all information and reports required hereunder and shall permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. **EEO/AA Statement**

Subrecipient shall, in all solicitations or advertisements for employees placed by or
on behalf of Subrecipient state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity

   a. Subrecipient certifies that no Federal appropriated funds have been paid or shall be paid, by or on behalf, of any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

   b. Subrecipient certifies that if any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal Contract, grant, loan or cooperative agreement, it shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   c. Subrecipient certifies that the language of paragraphs (a) and (b) above shall be included in documents for all sub-awards at all tiers (including subcontracts, sub-grants, contracts under grants, loans and cooperative agreements) and that all lobbying as described in paragraphs (a) and (b) above shall be disclosed accordingly.

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

3. Labor Standards

Subrecipient shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those laws and regulations apply to the performance of this Contract. Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City and HUD officials upon request.
Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than twelve (12) households, all contractors engaged under contracts in excess of $2,000 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with federal requirements pertaining to such contracts of the Department of Labor, under 29 CFR, Parts 1, 3, 5 and 7 governing the payment of wages and ration of apprentices and trainees of journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of $2,000.

4. **"Section 3" Clause**
   a. **Compliance**

   Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Contract, shall be a condition of the federal funding assistance provided under this Contract and binding upon Subrecipient and any contractors or subcontractors for work in connection with this Contract. Further, Subrecipient agrees to incorporate the following language in all contracts and subcontracts executed for work under this Contract:

   "The work to be performed under this Contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the areas of the project."

   Subrecipient agrees that no contractual or other disability exists which would prevent compliance with these requirements.

5. **Debarred, Suspended or Ineligible Contractors**

   Financial assistance provided under this Contract shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subcontractor of Subrecipient during any period of debarment, suspension or placement of ineligibility status under the provisions of 24 CFR 92.357.

D. **Conduct**

1. **Assignability**
Subrecipient shall not assign or transfer any interest in this Contract without the prior written consent of the City thereto.

2. **Conflict of Interest**

Subrecipient shall abide by the provisions of 24 CFR 92.356 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with performance of services required under this Contract. Subrecipient further covenants that in the performance of this Contract, no person having a financial interest shall be employed or retained by Subrecipient hereunder. These conflict of interest provisions also apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the City or of any designated public agencies or Subrecipient which are receiving funds under the HOME Program.

3. **Religious Organizations**

Subrecipient agrees that the Funds provided under this Contract shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations found in 24 CFR 92.257.

4. **Subcontracts**

   a. **Selection Process**

Subrecipient shall undertake to insure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be made available upon request by the City along with documentation concerning the selection process.

   b. **Content**

Subrecipient shall cause all of the provisions of this Contract to be included in and made a part of any subcontract executed in performance of this Contract.

   c. **Monitoring**

Subrecipient shall monitor all subcontracted services on a regular basis to insure compliance with this Contract. Results of monitoring efforts shall be summarized in written reports and supported by documentation of follow-up actions taken to correct areas of non-compliance. Copies of these reports shall be submitted to the City.

VIII. **ENVIRONMENTAL CONDITIONS**
A. **Air and Water**

Subrecipient shall comply with the requirements of the following regulations insofar as they apply to the performance of this Contract:

- Clean Air Act, 42 U.S.C., 1857, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
- National Environmental Policy Act of 1969
- HUD Environmental Review Procedures (24 CFR, Part 58)

B. **Flood Disaster Protection**

Subrecipient shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 2234) in regard to the sale of land acquired, cleared or improved under the terms of this Contract, as it may apply to the provisions of this Contract. In addition, all properties assisted with Federal funds under this Contract are required to have flood insurance on the property.

C. **Lead-Based Paint**

Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 92.355 and 24 CFR Part 35, and in particular Subpart B thereof. Such regulations pertain to all HUD assisted housing and require that all owners, prospective owners of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

D. **Hazardous Materials.**

Subrecipient covenants that it shall not permit any Hazardous Materials to be brought onto the Property. In the event the presence of Hazardous Materials is discovered on the Property, such Hazardous Materials shall be immediately removed, with proper disposal, and all required environmental cleanup procedures shall be diligently undertaken pursuant to all such laws, ordinances and regulations. Subrecipient shall notify the City of any enforcement, clean-up, remediation or other actions regarding the Property and any claims made or threatened by third parties against Subrecipient relating to losses or injuries resulting from the Hazardous Materials. Subrecipient shall provide to the City, in form and substance satisfactory to the City, copies of all documentation and data relating to or dealing with any Hazardous Materials used, stored or released in or on the Property and the easements or rights of access to the Property for the purposes of conducting environmental investigations and audits.
deemed necessary or desirable by the City.

Subrecipient agrees that Subrecipient shall reimburse the City for and hold the City harmless from all fines or penalties made or levied against the City by any Governmental Authorities or other agency or authority as a result of or in connection with (i) the use of the Property, (ii) the use of facilities thereon (iii) the use, generation, storage, transportation, discharge, release or handling of any Hazardous Materials, or any other material, the use, generation, storage, transportation, discharge, release or handling of which is regulated by any federal, state or local statute, law, rule, regulation, ordinance or order at any time, or (iv) any release of any nature onto the ground or into the water or air from or upon the Property at any time. Subrecipient also agrees that Subrecipient shall reimburse the City for and indemnify and hold the City harmless from any and all costs and expenses (including reasonable attorneys' fees) and for all civil judgments or penalties incurred, entered, assessed, or levied against the City as a result of Subrecipient's use of the Property. Such reimbursement or indemnification shall include, but not be limited to, any and all judgments or penalties to recover the cost of cleanup of any such release by Subrecipient from or upon the Property and all expenses incurred by the City as a result of such civil actions, including, but not limited to, reasonable attorneys' fees and expenses. In addition, Subrecipient hereby agrees to indemnify, defend and hold the City and its successors and assigns harmless from and against any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs or other expenses (including attorneys' fees and court costs) arising from or in any way related to actual or threatened damage to the environment, agency costs of investigation, personal injury or death, or property damage due to a release or alleged release of Hazardous Materials in the surface or ground water arising from Subrecipient's business operations, or gaseous emissions arising from Subrecipient's business operations or any other condition existing or arising from Subrecipient's business operations resulting from the use or existence of Hazardous Materials, whether such claim proves to be true or false. Subrecipient further agrees that its indemnity obligations include, but are not limited to, liability for damages resulting from the personal injury or death of an employee of Subrecipient regardless of whether Subrecipient has paid the employee under the workers' compensation laws of any state or other similar federal or state legislation for the protection of employees. The term "property damage", as used in this paragraph includes, but is not limited to, damage to any real or personal property of Subrecipient, the City and any third parties. Subrecipient's obligations hereunder shall survive the repayment of the Loan and any foreclosure of the Mortgage or other collateral securing the Loan or any deed in lieu of foreclosure. As used herein, "Hazardous Materials" includes all materials defined as hazardous wastes or substances under any local, state or federal environmental laws, rules or regulations, and petroleum, petroleum products, oil and asbestos.

IX. SEVERABILITY OF PROVISIONS

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable laws.
X. FEDERAL COMPLIANCE

Notwithstanding any provision hereof, Subrecipient acknowledges that the funding to be received under this Contract is federal funding and Subrecipient agrees to abide by such rules and regulations promulgated by the United States Department of Housing and Urban Development as now and may hereafter be promulgated concerning the receipt or expenditure of such funds.

XI. INCORPORATION OF LAWS, RULES AND REGULATIONS

All Local, State and Federal laws, rules, and regulations, including, without limitation, those specifically referenced herein (collectively, the “Applicable Regulations”), applicable to Subrecipient, the Fund or the Property are incorporated herein by reference and made a part hereof. Subrecipient shall comply with all Applicable Regulations, and failure to so comply shall be an event of default under this Contract.

XII. CONTRACT SHALL RUN WITH THE LAND

The terms, conditions and obligations of this Contract shall touch and concern and run with title to the Property, shall be perpetual except as set forth herein, and shall be binding on all parties having any right, title or interest in the Property, and their respective legal representatives, assignees, heirs, devisees, fiduciary representatives, successors, and assigns.

XIII. APPLICABLE LAW

This Agreement shall be governed in all respects by the laws of the State of South Carolina. By executing this Agreement, Subrecipient shall submit itself to the jurisdiction of the state court of the State of South Carolina, County of Charleston, for all matters arising or to arise hereunder, including but not limited to performance of said Agreement and the payment of all licenses and taxes of whatever kind or nature applicable thereto.
IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

WITNESSES:

The City of Charleston

By: John J. Tecklenburg  
Its: Mayor

Subrecipient

By: Name  
Its: Executive Director
ADDENDUM A
SCOPE OF SERVICES

Subrecipient shall utilize the Funds solely for construction expenses related to the scope of work:

Insert scope of services
# ADDENDUM B

City of Charleston  
Budget Summary for the Program Period of  
June 1, 2022 to May 31, 2023  

Subrecipient  
Budget Summary

<table>
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<th>Funding Source</th>
<th>Amount</th>
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</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$ 0.00</td>
</tr>
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ADDENDUM C

HOME PROGRAM PROMISSORY NOTE

WHEREAS, the undersigned has entered into that certain CONTRACT BETWEEN THE CITY OF CHARLESTON, South Carolina ("City") AND Subrecipient, a South Carolina nonprofit corporation, for HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS of even date herewith (the "Contract"), the terms of which are incorporated herein by reference.

FOR VALUE RECEIVED, BORROWER promises to pay to the order of the City of Charleston, City Hall, P.O. Box 304, Charleston, South Carolina 29402 (hereinafter referred to as the "City") on the day which is Ninety (90) years plus one day after the execution of this Note, if not sooner paid, the principal sum of amount ($0) no/100 Dollars plus an indexed interest rate equivalent to the prime rate, as defined in the print edition of the Wall Street Journal as of the date of prepayment or default hereunder. Said rate shall be calculated on an annual basis (the "Interest Rate") and said Interest Rate may be waived or reduced by and under the sole discretion of the City. This Note evidences a loan by the City to the BORROWER for the exclusive purpose of scope of work on that certain piece, parcel and tract of land located at street address in the City of Charleston, and bearing Charleston County Tax Map Number’s TMS# (the "Property") for the development, in accordance with the Contract by BORROWER subject to the terms and conditions of the Contract (the "Project").

This Note is secured by a Mortgage on the above-referenced Property of even date herewith in favor of the City.

So long as the Borrowers comply with the terms and conditions of the Contract, this Note, and any Mortgage securing same, no interest shall be charged on the unpaid principal balance, and at the expiration of number of years from the date of this Note, any then-outstanding balance shall be forgiven in full, provided, however that any amounts hereafter advanced or expended by the LENDER to protect its security as provided herein or in the Mortgage securing this Note, and
the interest thereon, shall not be forgiven or reduced and shall be due and payable from the time they are advanced or expended; and provided further that in the event the BORROWER default in any terms or conditions of the Note or Mortgage securing same, then the unpaid and remaining balance shall immediately become due and payable along with interest computed at the Note rate from the date of the event constituting breach or default, with interest to continue at such rate until such time as the entire indebtedness evidenced by this Note is fully paid.

The deferred payment loan evidenced by this Note may only be assigned and/or assumed with written consent of the City.

If default be made in the performance of or compliance with any of the covenants and conditions of the Contract, the Mortgage or any other instrument securing this Note, then in any of said events, said principal sum with all accrued interest thereon shall become at once due and payable at the option of the holder thereof and be collectible without further notice. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Any forbearance by the City with respect to any of the terms and conditions of this Note in no way constitutes a waiver of any of the City’s rights or privileges granted hereunder. Any written notice or payment of one party to the other shall be addressed to the parties as follows:

The CITY-  
City of Charleston  
City Hall  
P.O. Box 304  
Charleston, SC 29402  
Attn: Director, Dept. of Housing & Community Development

The BORROWER- Subrecipient  
Contact Information

The BORROWER shall notify the City of any change in the BORROWER’S address.

If this Note be placed in the hands of an attorney for collection after the same shall for any reason become due, or if collected by legal proceedings or through the probate or bankruptcy courts, or
under foreclosure proceedings under the Mortgage securing this Note, then all cost of collection, including reasonable attorney's fees of not less than ten (10%) percent of the full amount due hereon, shall be added hereto and secured and collectible as the principal hereof.

The undersigned expressly agrees jointly and severally to remain and continue bound for payment of the principal and interest provided for by the terms of this Note notwithstanding any extensions of the time, or for the payment of said principal or interest, or any change or changes in the amount or amounts agreed to be paid by virtue of the obligation to pay provided for in this Note, or any change or changes by way of release or surrender of any collateral held as security for this Note, and waive all and ever kind of notice of such extensions, change or changes and agree that the same may be made without the joinder of the undersigned. Presentment, protests, and notice are hereby waived.

It is expressly agreed and declared that this Note is given for an actual loan of amount ($0.00).

This Note is secured by a Mortgage of even date encumbering the Property located in the City of Charleston, County of Charleston, State of South Carolina.

IN WITNESS THEREOF, the undersigned has executed this Note on this _____ day of______________, 2022.
SIGN, SEALED AND DELIVERED
IN THE PRESENCE OF:

Subrecipient

Witness

Executive Director
ADDENDUM D

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

HOME PROGRAM MORTGAGE

THIS HOME PROGRAM MORTGAGE (herein the “Mortgage”) is made this __ day of __________, 2022 between Subrecipient whose address is Insert address, a South Carolina non-profit Corporation (herein the “Mortgagor”) and the City of Charleston, whose address is City Hall, P. O. Box 304, Charleston, South Carolina 29402 (herein the “Lender”).

TO SECURE to the Lender the repayment of the indebtedness evidenced by the Home Program Promissory Note of even date herewith (herein the “Note”), a copy of which is attached hereto as Addendum C and the terms of which are incorporated by reference herein, in the original principal sum of amount ($0.00), with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Mortgagor herein contained, Mortgagor by these presents does grant, bargain, sell and release unto the Lender, the City of Charleston, its successors and Assigns, the following real property located in the City of Charleston, Charleston County, State of South Carolina, described in Exhibit “A”, attached hereto and incorporated by reference herein subject to the remaining terms hereof (herein the “Property”) which has the address of street address, Charleston, South Carolina (herein the “Property Address”).

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

TO HAVE AND TO HOLD all and singular the Property unto the said Lender, its successors and assigns, forever, together with all the improvements now or hereafter erected on the Property, and all easement, rights, appurtenances, rents as provided herein at the sole election of the Lender, royalties, minerals, oil and gas rights and profits, water, water rights, water stock, and all fixtures now or hereafter attached to the Property, all of which, including
replacements and additions hereto, shall be deemed to be and remain a part of the Property encumbered by this Mortgage; and all of the foregoing are herein referred to as the “Property”.

The Mortgagor covenants that the Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that the Mortgagor shall warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender’s interest in the Property.

The Mortgagor and Lender covenant and agree as follows:

1. Payment of Principal and Interest. The Mortgagor and Lender acknowledge and agree that this Mortgage is security for the obligation of the Mortgagor, New Israel Reformed Episcopal Church, to pay when due the principal and interest on the indebtedness evidenced by the Note, and the principal and interest on any other sums secured by this Mortgage.

2. Upkeep of Property. The Mortgagor shall keep the dwelling when constructed at the Property in good condition and repair, fully habitable and shall not remove or demolish any dwelling unit thereon. The Mortgagor shall complete or restore promptly and in good and workmanlike manner any dwelling unit which may be constructed, damaged or destroyed on the Property and to pay when due all claims for labor performed and materials furnished to the Property. The Mortgagor shall comply with all laws affecting Property or requiring any alterations or improvements to be made thereon. The Mortgagor shall not commit or permit waste thereof or permit any act thereon in violation of law.

3. Insurance, etc. The Mortgagor shall provide, maintain and deliver to the Lender evidence of fire and extended coverage insurance satisfactory to and with loss payable to the Lender in the order and amount of the balance outstanding on the Note and other amounts hereby secured and in default thereof in addition to its other remedies provided herein, the Lender may
procure such insurance and reimburse itself under this Mortgage for the expense thereof, with interest thereon at the Note rate from the date of its payments. And it is further agreed, in the event of other insurance and contribution between the insurers, that subject to the terms of any prior mortgage encumbering the PROPERTY, the Lender shall be entitled to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this Mortgage. Subject to the terms of any prior mortgage encumbering the Property, the Mortgagor shall assign to the Lender any award of damages, or portion thereof, in connection with any condemnation for public use of or injury to the Property in the same manner and with the same effect as provided for payment of proceeds of fire or other insurance.

4. **Taxes, etc.** The Mortgagor shall pay all taxes, assessments, utilities and other expenses of the Property when due and without delinquency and shall not permit any liens to be imposed on the Property by reason of any delinquency and in default thereof the Lender may in addition to its other remedies provided herein, cause same to be paid together with all penalties and costs incurred thereon, and reimburse itself under this Mortgage for sums so paid, with interest thereon at the note rate from the dates of such payments.

5. **Change in Form of Ownership.** The Mortgagor shall not convert the dwelling units on the Property to condominium ownership or any form of cooperative ownership wherein sales prices are not affordable to low-or very low-income households (as these terms “affordable” and “low-or very low-income households” may be defined by the Lender or HUD).

6. **INTENTIONALLY OMITTED**

7. **Occupancy Control; Compliance with Contract.** The Mortgagor hereby covenants and agrees that it shall **scope of work** which shall be reserved for persons earning **insert AMI** and below the Area Median Income. The Mortgagor further agrees that this provision, as well as all other covenants of Lender contained in this Mortgage shall be a covenant running with the land and shall be binding upon the title to the Property for the duration of this Mortgage.
8. **Affirmative Marketing Policy.** Attached as Exhibit C.

9. **Superior liens; Subordination.** Mortgagor covenants and agrees that this Mortgage shall be a lien on the Property. Any subordination of this Mortgage to any additional mortgage or encumbrance of the Mortgagor shall be only upon the written consent of the Lender, which consent may be granted or withheld by Lender in its sole and absolute discretion.

10. **Layering.** The parties acknowledge that there is a prohibition under the HOME Program Regulations of the use of HOME funds with other federal funds in a manner that would result in excessive subsidy to the Property and the Lender has the right to review all funding for the Property to ensure that impermissible layering is not in effect. If the Lender determines that excessive, impermissible, layering is in effect, the Mortgagor agrees to the repayment of such of the HOME Program funds to bring the ratio in conformity with the HOME Program Regulations to eliminate excessive impermissible layering.

11. **Mortgagor Not Released.** Extension of the time for payment of modification or amortization of the sums secured by this Mortgage granted by the Lender to Mortgagor or any successor in interest of the Mortgagor shall not operate to release, in any manner, the obligations of the original Mortgagor and Mortgagor’s successors in interest. The Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor’s successors in interest.

12. **Forbearance by Lender Not a Waiver.** Any forbearance by the Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the Lender shall not be a waiver of the Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

13. **Lender as Attorney in Fact.** Subject to the terms of any prior mortgage encumbering the
Property, the Mortgagor hereby appoints the Lender a true and lawful attorney in fact to manage said Property, giving and granting unto the Lender and unto its agents or attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, provided, however, that this power of attorney shall not be construed as an obligation upon the said Lender to make or cause to be made, any repairs to the Property that may be necessary. This power of attorney shall be irrevocable until this Mortgage shall have been satisfied and released of record and the releasing of this Mortgage shall act as a revocation of this power of attorney.

14. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. Assignment; assumption. The Note secured by this Mortgage may not be assumed without the express written consent of the Lender. If all or any part of the Property is sold or transferred by the Mortgagor without the Lender’s prior written consent, the Lender may, at the Lender’s option, declare, all the sums secured by the Mortgage to be immediately due and payable. The Lender may waive this provision by documenting in writing agreed to between the Lender, Mortgagor and transferee.

16. Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights thereunder shall inure to the respective successors and assigns of the Lender and the Mortgagor, if any.

17. Joint and Several Liability. All covenants and agreements of the Mortgagor shall be joint and several.

18. Captions. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not be used to interpret or define the provisions hereof.

19. Notice. Any notice of one party to the other shall be in writing to the parties as
follows:

As to Lender:

City of Charleston
Attn: Community Development Director
City Hall
P.O. Box 304
Charleston, SC 29402

As to Mortgagor:

Contact Information

The Mortgagor shall notify the Lender of any change in the Mortgagor’s address.

20. **Governing Law and Severability.** This Mortgage shall be governed by the laws of the State of South Carolina. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision and to this end, the provision of the Mortgage and the Note are declared to be severable.

21. **Mortgagor’s Copy.** The Mortgagor shall be furnished a conformed copy of the Note and this Mortgage. The term of this Mortgage shall be until either (a) the balance due on the Note is paid in full or (b) Ninety (90) years plus one day after the date of the Note and Mortgage, whichever occurs first; provided that the indebtedness secured hereby shall be forgiven as set forth in the Note; further provided, however, that any amounts hereafter advanced or expended by the Lender to protect its security as provided hereon, shall not be forgiven or reduced and shall be due and payable from the time they are advanced or expended; and provided further that in the event the Mortgagor defaults in any of the terms, conditions or covenants of this Mortgage or in the event the Mortgagor defaults in any of the terms, conditions or covenants of the Note secured by this Mortgage, the principal shall immediately become due and payable without further demand along with interest computed by the Note rate from the date of the event constituting breach or default with interest to continue at such rate until such time as the entire indebtedness secured by this
Mortgage is fully paid and the Lender may foreclose this Mortgage by judicial proceeding and shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to reasonable attorney's fees and cost of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

23. Rights to Appoint Receiver. Should legal proceedings be instituted for the collection of the debt secured hereby, then and in that event, but subject to the terms of any prior mortgage encumbering the Property, the said Lender, Lender's heirs, successors, or assigns, shall have the right to have a Receiver appointed with power to forthwith lease out the Property if he should so elect, and who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust as Receiver, shall apply the residue of any rents and profits collected in accordance hereto toward the payment of the debts secured hereby.

24. Attorney's Fees. Should legal proceedings be instituted for the foreclosure of this Mortgage, or for any purpose involving this Mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the Lender, Lender's heirs, successors, or assigns, including reasonable attorney's fees (of not less than eight (8%) percent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

25. Termination of Mortgage. When the Mortgagor, Mortgagor's heirs, successors, executors or administrators shall pay, or cause to be paid unto the said Lender, Lender's certain attorneys, heirs, successors or assigns the said debt, with the interest thereof, if any shall be due, and also all sums of money paid by the said Lender, Lender's heirs, successors or assigns, according to the conditions and agreements of the said Note, and of this Mortgage and shall perform all the obligations according to the true intent and meaning of the Note and Mortgage, and the conditions thereunder written, then this Mortgage shall cease, determine and be void.
Otherwise it shall remain in full force and effect in accordance with the terms of the Note and Mortgage.

26. **Riders.** The terms and conditions of any rider executed by Mortgagor and recorded together with this Mortgage shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider is a part of this Mortgage.

26. **Mortgagor’s Right to Possession.** The Mortgagor is to hold and enjoy the Property until default of payment shall be made. Upon completion of all terms and conditions of this Note by the Mortgagor and upon payment of any and all balance due, the Mortgagor shall be entitled to a release and satisfaction of this Note by the Lender at the Mortgagor’s own cost.

IN WITNESS THEREOF, the Mortgagor has executed this Mortgage this ______day of __________, 2022

SIGN, SEALED AND DELIVERED
IN THE PRESENCE OF:

Subrecipient

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STATE OF SOUTH CAROLINA     
COUNTY OF CHARLESTON       

I, __________________________, the undersigned Notary Public, do hereby certify that Subrecipient, by ______________________, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of ____________, 2022.

______________________________
Notary Public
State of South Carolina
My Commission Expires: ____________
EXHIBIT A

(Legal Description of the Property)
EXHIBIT B

STATE OF SOUTH CAROLINA )
) AFFORDABLE RENTAL HOUSING
) RESTRICTIVE COVENANT AGREEMENT
COUNTY OF CHARLESTON )

THIS AFFORDABLE RENTAL HOUSING RESTRICTIVE COVENANT AGREEMENT (this “Covenant Agreement”) is made and entered into as the ____ day of ________________, 2022 (the “Effective Date”) by and between CITY OF CHARLESTON (the “City”), and SUBRECIPIENT, a South Carolina nonprofit corporation (the “Developer”).

WITNESSETH:

WHEREAS, the City has identified an interest in helping to maintain long-term affordable housing for the benefit of its very low, low and moderate income residents;

WHEREAS, the Developer provides rental housing to persons of very low, low and moderate incomes in the City of Charleston;

WHEREAS, pursuant to the terms and conditions of that certain Transfer Agreement dated as of ________________, 2022 (the “Transfer Agreement”), by deed recorded immediately subsequent hereto (the “Deed”), the City will sell and convey to the Developer, the real property and improvements thereon more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “Property”);

WHEREAS, the Property will consist insert scope of project;

WHEREAS, in accordance with, and subject to the terms of the Transfer Agreement and the restrictions regarding the future use of the Property contained herein, the rental units are to be developed and constructed on the Property and made affordable to tenants; and

WHEREAS, in connection with the foregoing, the parties hereto desire to evidence said restrictions by recording this Covenant Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the conveyance of the Property from City to the Developer, and other good and valuable consideration, the Developer agrees to accept title subject to terms and conditions set forth in this Covenant Agreement.

1. Binding Effect; Covenant Agreement to Run with the Land. The covenants, terms, conditions and restrictions of this Covenant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the land.
2. **Affordability Restrictions.** The Developer shall construct or cause to be constructed on the Property (each, a "Unit," together with the Property and other improvements thereon and appurtenances thereto, the "Project"), which the Developer covenants and agrees shall be made affordable to tenants as contemplated herein below.

   a. **Rental Amount Limitations.** The rental amount restriction/limitation – the annual/monthly rent charged to an individual or family for occupancy of an apartment – will be for a time period commencing on the date of the certificate of occupancy of the Project and continue for a period of number of years (the "Restricted Period"), provided, after the initial ninety-year Restricted Period, the Restricted Period shall automatically be extended for successive periods of ten (10) years, unless an instrument terminating the Restricted Period is signed by both the then current Owner and the City and recorded in the land records office of the County where the Property is located. Rental amounts during the Restricted Period for not less than percent (0%) of the Units shall be limited to and shall not exceed percent (0%) of the rental limits set by the U.S. Department of Housing and Urban Development ("HUD") for the Charleston-North Charleston-Summerville, South Carolina area from time to time – that is percent (0%) of the Area Median Income (AMI) (the "0% Units"), and every 0% Unit rented to an individual or family during the Restricted Period shall be subject to the said number (0%) percent maximum rent. Monthly rental for all individuals and families currently in possession of any Unit at the end of the Restricted Period shall remain unchanged during the residual months of the then-current lease agreement for such Unit.

   b. **Market Rate at Termination of Restricted Period.** Upon the termination of the Restricted Period, the Developer, its successors and assigns, may and shall be empowered to contract for monthly rental amounts at market rates.”

3. **Covenant Against Discrimination.** Developer shall not discriminate against or deny occupancy of any tenant or prospective tenant by reason of their receipt of, or eligibility for, housing assistance, under any Federal, State, or local housing assistance program; and not discriminate against or deny occupancy to any tenant or prospective tenant by reason that the tenant has a minor child or children who will be residing with them, unless the Property be one reserved for elderly tenants or special needs tenants as approved by the City or HUD. Additionally, Developer shall be responsible for renting the units in the Property without regard to race, color, religion, sex, sexual orientation, national origin, age or handicap of the tenant.

4. **Subordination.** This Covenant Agreement shall not be subordinate or subject to the lien of any mortgage (or other lien, matter or encumbrance) recorded in the RMC Office for Charleston County unless and until the City executes and records a written subordination to the same, which the City may elect to do or not to do in its sole and absolute discretion. For avoidance of doubt, the interest of any mortgagee, lien holder or successor in title thereto shall be subject and subordinate to this Covenant Agreement.

5. **Remedies for Breach.** Upon breach of any of the covenants contained herein by the Developer, or any successor in interest or other owner of the Property, the City shall have all remedies provided at law or equity including but not limited to the bringing of an action for
damages, specific performance, forfeiture, recouping of any funds from a sale in violation of this Covenant Agreement, diverting of rent proceeds from non-compliant rentals, injunctive relief to prevent further violation of said Covenant Agreement, entry on the premises. In addition, the City shall be entitled to recover any reasonable costs and attorneys’ fees incurred by the City in enforcing this Covenant Agreement and/or pursuing any remedy for a breach hereof.

6. Severability. Whenever possible, each provision of this Covenant Agreement shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Covenant Agreement shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Covenant Agreement are declared to be severable.

7. Notices. Any written notice, required by this Covenant Agreement shall be in writing, and shall be delivered either (1) in person, or (2) by first-class, certified mail, return receipt requested, postage prepaid, or (3) by Federal Express (or other nationally recognized overnight courier), return receipt requested, with postage or delivery charge prepaid. If the notice is to the city, it shall be addressed to the Owner at the street mailing address for the Property. If the notice is to the City, it shall be addressed to the City at the three addressed set forth below, or as corrected in the last recorded document. In addition, either party may designate another address by notice to the other. Any notice shall be deemed given to and received by the other party on the date of delivery if personally delivered, and two (2) days after the date of mailing if mailed as described above, and one (1) day after it was placed with the overnight courier as described above. Notice to the City shall be complete only after City Hall, the Housing Director (or the equivalent successor) and Corporation Counsel have each received delivery of the notice:

If to the City:

The City of Charleston
Attention: Clerk of Council
City Hall/ 80 Broad Street
Charleston, South Carolina 29401

Copy to: The City of Charleston
Attention: Director
Department of Housing and Community Development
P.O. Box 304
Charleston, South Carolina 29402

City of Charleston
Attention: Corporation Counsel
Legal Department
50 Broad Street
Charleston, South Carolina 29401
If to the Developer:

8. **Miscellaneous.**

(a) This Covenant Agreement may not be modified or amended nor shall any of its provisions be waived, whether through lack of enforcement or otherwise, except by a written instrument signed by both parties. The parties hereto agree to execute and deliver such other and further instruments and documents as may be necessary to implement and effectuate the terms of this Covenant Agreement.

(b) All parties shall act in good faith in performing and discharging their respective duties and obligations hereunder.

(c) This Covenant Agreement shall be construed and enforced according to the laws of the State of South Carolina.

(d) Whenever possible, each provision of this Covenant Agreement shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Covenant Agreement shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Covenant Agreement are declared to be severable. Notwithstanding anything contained herein to the contrary, if any provision of this Covenant Agreement shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until number of years from the date of first recordation.

***Remainder of Page Intentionally Left Blank***

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WITNESSES:                      CITY OF CHARLESTON

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By: ________________________________
    John J. Tecklenburg
    Its: Mayor

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )
                       )
THE FOREGOING was acknowledged before me this ___ day of ________________,
2022 by the City of Charleston, by John J. Tecklenburg, its Mayor.

____________________________
Notary Public for the State of South Carolina
Printed Name of Notary: ________________________________
My Commission Expires: ____________________ (SEAL)
WITNESSES:  SUBRECIPIENT

a South Carolina nonprofit corporation

By: ____________________________

Its: ____________________________

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

THE FOREGOING was acknowledged before me this ___ day of __________, 2022 by Subrecipient, by ____________________________, its

______________________________
Notary Public for the State of South Carolina
Printed Name of Notary: ________________________________
My Commission Expires: ________________________________ (SEAL)
Exhibit C

HOME Program
Affirmative Marketing Policy

Statement of Policy
In accordance with the regulations outlined in the HOME Program’s Affirmative Marketing (92.351) and Equal Opportunity and Fair Housing (92.350) sections of the HUD Federal Register, and in furtherance of the City of Charleston’s commitment to non-discrimination and equal opportunity in housing, the City of Charleston establishes procedures to affirmatively market units constructed or rehabilitated under the HOME Program. These procedures are intended to further the objectives of Title V111 of the Civil Rights Act of 1968, Executive Order 11063 and the City of Charleston’s local Fair Housing Ordinance.

The City shall also ensure that no person shall on the grounds of race, color, national origin, religion, sex, age, or handicap be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME funds.

It is the affirmative marketing goal of the City of Charleston to assure that individuals who normally might not apply to purchase newly constructed or rent vacant rehabilitated units because of their race or ethnicity:

- know about vacancies,
- feel welcome to apply, and/or
- have the opportunity to purchase or rent the units.

The City of Charleston is committed to the goals of affirmative marketing which shall be implemented in the HOME Program through a specific set of steps that the City and program participants shall follow. These goals shall be reached through the following procedures:

1. **Information.** All brochures and other printed materials produced by or for the City in order to publicize the HOME Program shall contain information on the applicability of federal Fair Housing laws and of this policy on all HOME projects. All public announcements shall mention the applicability of fair housing standards to the program. Groups with a known or anticipated interest in fair housing or the HOME program shall be provided with information copies of all printed materials and releases.

2. **Requirements.** Property owners and their managing agents, if applicable, who apply for funds under the HOME Program through the City shall be required to adhere to the information standards of the preceding paragraph as they apply to the marketing program or tenant-seeking efforts of the owner or manager of the rental project in question. The City shall arrange with the Housing Authority of the City of Charleston to offer appropriate assistance to affected owners and managers in their marketing programs, as well as offer its own assistance. This shall be done in order to inform and solicit rental applications from perspective tenants in the housing market area who are not likely to apply for the housing without special outreach efforts. The City of Charleston shall require that the property owners selected for participation in the program comply with affirmative marketing requirements by
means of an agreement which shall be applicable for the life of the subsidy. Failure to carry out the Contract could make an owner ineligible to participate in the program with future projects as well as cause the HOME Subsidy Note to become immediately due and payable. Owners or rental properties newly constructed or rehabilitated under this program shall be responsible for renting assisted units without regard to race, color, religion, sex, national origin, age, or handicap of the tenant. Additionally, property owners shall agree to carry out an affirmative marketing program to attract tenants of all groups. Such a program shall typically involve publicizing to minority persons the availability of housing opportunities through the type of media customarily utilized and by using the "Equal Housing Opportunity" logo.

3. Records. Chronological records by project shall be kept by the City regarding efforts by the owners, managers, Housing Authority, and the City to market vacant units according to affirmative marketing standards. The owner, or manager as applicable, shall be required to keep records of the following tenant characteristics of households filling vacant units subject to this marketing system.

   1.) Name the tenant
   2.) Annual income of tenant
   3.) Race and ethnicity of tenant
   4.) Household family size
   5.) Rent charged
   6.) Elderly, blind or handicapped
   7.) Gender of head of household

Such records shall also include:

- Copies of advertisements placed in the local newspapers.
- Owner's involvement with the local public housing authority.

4. Assessment of Effort. The advertising and marketing programs owners and managers of affected dwelling units shall be monitored to ensure: 1) compliance with the information standard, 2) cooperation with the Housing Authority in outreach programs, and 3) accuracy of record-keeping regarding new occupancies of vacant units. In situations where the owners or managers fail to keep a reasonable standard of compliance with the system, those responsible shall be informed of the deficiencies and offered the opportunity to correct problems. City staff shall discuss way to improve owners' efforts prior to taking corrective actions. If owners continue to fail to meet the affirmative marketing requirements, the City of Charleston, after fair warning and an opportunity to correct identified deficiencies, may disqualify an owner from further participation in future HOME programs administered by the City.
Prohibited Provisions in Tenant Leases

The lease between the owner and tenant in a HOME-assisted property cannot contain any of the following provisions:

- **Agreement to be sued.** Agreement by the tenant to be sued, admit guilt, or consent to a judgment in favor of the owner in a lawsuit brought in connection with the lease.

- **Agreement regarding treatment of property.** Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to tenant and a court decision on the rights of the parties. This prohibition does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out. The owner may dispose of personal property in accordance with state law.

- **Agreement excusing the owner from responsibility.** Agreement by the tenant not to hold the owner or the owner’s agents legally responsible for actions or failure to act, whether intentional or negligent.

- **Waiver of notice.** Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant.

- **Waiver of legal proceedings.** Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense or before a court decision on the rights of the parties.

- **Waiver of a jury trial.** Agreement by the tenant to waive any right to a jury trial.

- **Waiver of right to appeal a court decision.** Agreement by the tenant to waive the tenant’s right to appeal or otherwise challenge in court a decision in connection with the lease.

- **Agreement to pay legal costs, regardless of outcome.** Agreement by the tenant to pay attorney fees or other legal costs even if the tenant wins the court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
HOME RENTAL PROGRAM
CERTIFICATIONS AND REQUIREMENTS

Annual Verification and Re-certification of Tenant Income
I/we understand that it is the borrower's responsibility to annually verify the incomes of the occupants of each "HOME-assisted" unit and to also certify in writing that the "HOME-assisted" units' tenants' incomes are in compliance with the HUD regulations. The verified initial incomes of tenants must not exceed sixty percent (60%) of the area median income (please see attached income limits chart). In the event that a tenant's income increases and exceeds eighty percent (80%) of the area median income, the tenant shall be allowed to remain in the unit provided the "over-income tenant" pays no less than thirty percent (30%) of their adjusted monthly income for rent and utilities. Additionally, the first subsequent "HOME-assisted" unit which becomes vacant must be leased to another eligible tenant at a low or high HOME rent (whichever is appropriate) to replace the over-income unit.

__________

Initials

Annual Rent Reviews
I/we understand that I/we shall be required to annually re-examine rents charged to the "HOME-assisted" units to ensure that the rents charged do not exceed the maximum HUD rent control limits. I/we also understand that HUD may change the rents at any time, and HUD may also adjust the rents up or down on an annual basis. The adjusted rent limits shall be made available by the City.

__________

Initials

Lease Prohibitions
I/we certify that we have received a copy of the prohibited lease provisions and agree not to include any of the prohibited lease provisions in the lease agreement with tenants occupying the "HOME-assisted" units.

__________

Initials

Annual Housing Quality Standards Inspections
I/we understand that the City shall be required to make annual inspections to ensure that the "HOME-assisted" units are being properly maintained and meet, at minimum, the City's Housing Quality Standards (HQS). If it is determined by the City that the units do not meet the City's HQS, I/we shall immediately upon notification make the necessary repairs in order to be in compliance with the City's HQS.
Affirmative Marketing Policy
I/we hereby verify that I/we have received, read, and understand the City of Charleston’s Affirmative Marketing Policy, and we further agree to abide by the requirements as set forth in the policy.

Layering and Future Federal Subsidy Waiver
I/we acknowledge that the City is required to ensure that excessive federal funds have not been awarded to the project. As a result, the City has the right to, at any time before or after the loan closing, review the funding sources and uses to ensure that layering is not in effect. I/we understand that by accepting the HOME Program subsidy, I/we are waiving the right to apply for future federal assistance for the rehabilitation of the property during the term of the HOME Rental Program.

Agreement
I/we agree to all the before-mentioned certifications and requirements and understand that these requirements shall remain in effect the full term of the loan as indicated on the note and mortgage. I/we further agree to adhere to any subsequent policies and or regulations as established by the City or HUD in order to remain in compliance with the rules and regulations which govern the HOME Rental Program.

BORROWER

DATE

CO-BORROWER

DATE
CONTRACT BETWEEN THE CITY OF CHARLESTON
AND
Subrecipient
FOR
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
GRANT

THIS CONTRACT (this “Contract”) is entered into as of the _____ day of ___________, 2022, by and between the City of Charleston, South Carolina (the “City”), and Subrecipient, a South Carolina nonprofit corporation (“Subrecipient”).

WHEREAS, the City of Charleston has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the City of Charleston wishes to engage Subrecipient in utilizing amount ($0.00) dollars in the 21st year Housing Opportunities for persons with Aids (HOPWA) grant funds (the “Funds”) as set forth below. Catalog of Federal Domestic Assistance (CFDA) #14.241

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

Funds shall be utilized for administrative costs related to the provision of housing and related services for number (0) persons with HIV or AIDS. More specifically, the Subrecipient shall utilize the Funds for the purposes outlined in the narrative attached hereto and incorporated herein as Addendum A.

B. Performance/Objective Monitoring

The City of Charleston shall monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance, as determined by the City of Charleston, shall constitute non-compliance with this Contract. If action to correct such substandard performance is not taken within thirty days after being notified by the City of Charleston, contract suspension or termination procedures shall be initiated. Additionally, such non-compliance will constitute a default under this Contract and will entitle the City to any and all remedies available under this Contract, at law or in equity.

The Subrecipient further acknowledges that the general objective category for this project is a suitable living environment for the purpose of sustainability.
C. **Subsequent Changes**

Any changes to the Scope of Services set forth as Addendum A shall be done pursuant to Paragraph V-G of this Contract.

D. **Budget**

The program budget (the “Budget”) attached hereto as Addendum B is hereby made a part of this Contract and is incorporated herein by reference.

II. **TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the date written above and shall end **twelve (12) months** thereafter (the “Performance Period”). The terms of the Contract and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of the Funds or other assets including program income. The City of Charleston shall review the performance of the Subrecipient to determine whether the Subrecipient is carrying out its HOPWA-assisted activities in a timely manner prior to any additional awards being granted. Sixty (60) days prior to program year-end, the City of Charleston shall conduct an assessment to determine the amount of Funds remaining in the Subrecipient’s control. In the event that the Subrecipient’s performance demonstrates a lack of timeliness as required in accordance herewith and should the Subrecipient fail to demonstrate to the City of Charleston that the lack of timeliness has resulted from factors beyond the Subrecipient’s reasonable control, the City of Charleston shall provide the Subrecipient the opportunity to prepare and implement a workout plan, as approved by the City of Charleston, within thirty (30) days of the City of Charleston’s finding of such lack of timeliness by the Subrecipient. Should the Subrecipient fail to fulfill its obligations as herein set forth, the City of Charleston reserves the right to cease the Subrecipient’s access to funds or terminate the Contract in its entirety at no cost to the City of Charleston.

III. **PAYMENT**

A. It is expressly agreed and understood that the total amount to be paid by the City of Charleston under this Contract shall not exceed **amount ($0.00)** dollars.

B. Disbursements of the Funds to Subrecipient shall be made on a reimbursement basis upon receipt of invoices, supporting documentation, and approval by the City.
VI. NOTICES

All notices required under this Contract to either of the parties hereto shall be deemed properly given when deposited in United States mail either by registered or certified mail. Communication and details concerning this contract shall be directed to the following contract representatives:

City of Charleston
Geona Shaw Johnson, Director
Department of Housing and Community Development
75 Calhoun Street, Suite 3200
Charleston, South Carolina 29401
843.724.3766; Fax: 843.965.4180

Office of the Mayor
Attn: Mayor John J. Tecklenburg
City of Charleston
Post Office Box 652
Charleston, South Carolina 29402
843.577.6970; Fax: 843.720.3827

City of Charleston Legal Department
Post Office Box 304
Charleston, South Carolina 29401
843.724.3730; Fax: 843.724.3706

Subrecipient
Contact Information

V. SPECIAL CONDITIONS

A. Property Standards

1. Housing units that are improved in any way with the assistance of HOPWA funds, at a minimum, shall meet the applicable Housing Quality Standards in 24 CFR.574.300(b), (4), (5) and (8).

B. Qualification as Affordable Housing and Income Targeting

1. Resident Rent Payment

Tenants receiving rental assistance under this program must pay as rent, including utilities, an amount which is the higher of the following:

i. Thirty (30%) percent of the family's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size
of family and child care expenses are described in detail in 24 CFR 5.609). The calculation of the family’s monthly adjusted income must include the expense deductions provided in 24 CFR 5.611 (a) and for eligible persons, the calculation of monthly adjusted income also must include the disallowance of earned income as provided in 24 CFR 5.617, if applicable; and

ii Ten (10%) percent of the family’s monthly gross income, or if the family is receiving payments for welfare assistance from a public agency and a part of the payments (adjusted in accordance with the family’s actual housing costs) is specifically designated by the agency to meet the family’s housing costs, the portion of the payment that is designated for housing.

C. Additional Standards

1. If any Funds disbursed hereunder are used to provide rental assistance, the following additional standards also apply:

   Maximum subsidy. The amount of Funds used to pay monthly assistance for an eligible person may not exceed the difference between:

   i. The Lower of the rent standard or reasonable rent for the unit; and
   ii. The resident’s rent payment calculated under 24 CFR 574.310(d).

D. Rent Standard

The rent standard shall be established by the City and shall be no more than the published section 8 fair market rent (FMR) or the HUD-approved community-wide exception rent for the unit size. However, on a unit by unit basis, the grantee may increase that amount by up to ten (10%) percent for up to twenty (20%) percent of the units assisted. Grantee is the City per the regulations.

E. Rent Reasonableness

The rent charged for a unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the owner for comparable unassisted units.

F. Affirmative Marketing

The Subrecipient shall comply with the Affirmative Marketing Policy of the City of Charleston's Department of Housing and Community Development. The City of Charleston shall annually assess the Subrecipient’s compliance with this policy.

VI. GENERAL CONDITIONS
A. **General Compliance**

The Subrecipient shall comply with all applicable federal, state and local laws and regulations governing the Funds provided under this Contract. The Subrecipient agrees to comply with the requirements of Title 24 CFR, Part 574 Regulations, of the Housing and Urban Development regulations concerning Housing Opportunities for Persons with AIDS (HOPWA) guidelines, and all federal regulations and policies issued pursuant to those regulations. The Subrecipient shall further agree to utilize the Funds being made available under this Contract to supplement rather than supplant funds otherwise available.

B. **Independent Contractor**

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Contract. The City of Charleston shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker’s Compensation insurance as the Subrecipient is an independent Subrecipient.

C. **Hold Harmless**

The Subrecipient shall hold harmless, defend and indemnify the City of Charleston from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient’s performance of the services or subject matter called for in this Contract.

D. **Worker’s Compensation**

The Subrecipient shall provide Worker’s Compensation Insurance coverage for all employees involved in the performance of this Contract.

E. **Insurance and Bonding**

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200. The Subrecipient shall provide evidence to the City that the insurance requirements are met.

F. **Grantor Recognition**

The Subrecipient shall ensure recognition of the role of the grantor agency in providing services through this Contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available under this Contract.
G. Amendments

The City or Subrecipient may amend this Contract at any time provided that such amendments make specific reference to this Contract, and are executed in writing, signed by a duly authorized representative of both parties, and approved by the Charleston City Council. Such amendments shall not invalidate this Contract, nor relieve or release the City of Charleston or the Subrecipient from its obligations under this Contract.

The City of Charleston may, at its discretion, amend this Contract to conform with Federal, State and/or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Contract, such modifications shall be incorporated only by written agreement signed by both the City of Charleston and the Subrecipient.

H. Suspension or Termination

Either party may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination; provided, however, that in the event that Subrecipient terminates this Contract prior to achieving all of the items listed on the Scope of Services set forth as Addendum A, Subrecipient shall promptly return all of the Funds to the City upon such termination.

The City of Charleston may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City of Charleston may declare the Subrecipient ineligible for any further participation in City of Charleston contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules and regulations, the City of Charleston may withhold said contract funds until such time as the Subrecipient is found to be in compliance by the City of Charleston or is otherwise adjudicated to be in compliance with this Contract.

VII. ADMINISTRATION REQUIREMENTS

A. Financial Management

1. Financial Management Standards

Subrecipient shall comply with all financial management standards outlined in and incorporated as part of this Contract.
2. **Accounting Standards**

Subrecipient shall comply with the accounting principles and procedures required in 2 CFR Part 200, and utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

3. **Cost Principles**

The Subrecipient shall administer its program in accordance with 2 CFR Part 200 for all costs incurred whether charged on a direct or indirect basis.

**B. Documentation and Record-Keeping**

1. **Records to be Maintained**

The Subrecipient shall retain all records based on Federal regulations specified in 24 CFR Part 574.530 pertinent to expenditures incurred under this Contract for a period of four (4) years after the termination of all activities under this Contract, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with Funds disbursed under this Contract shall be retained for five (5) years after the final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. The Subrecipient shall maintain current and accurate data on the race and ethnicity of program participants.

2. **Client Data**

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility and description of services provided. Eligibility for services received shall be determined at intake by: (1) proof of HIV positively based on a serologic test and; (2) proof that the individual or family income does not exceed the low-income for the area as determined by the United States Department of Housing and Urban Development. Supportive services may not be rendered if the residents do not meet these criteria. Such information shall be made available to the City of Charleston and HUD staff or their designees for review upon request.

3. **Property Records**

The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold with HOPWA funds. Properties maintained shall continue to meet eligibility criteria and shall
conform to the "change of use" restrictions specified in 24 CFR Part 570.505.

4. **Transparency Act Requirements**

The Subrecipient shall ensure that the City of Charleston is provided information to report data required by the Federal Funding Accountability and Transparency Act (FFATA) and subsequent OMB and/or regulatory guidance. Effective October 1, 2010, FFATA required federal awards granted to an organization in an amount of $25,000 or more to report specific information related to the organization receiving the funds. The information shall include the following:

1. Subrecipient Entity Information (FAIN);
2. Principal Place of Performance;
3. Executive Compensation Data if applicable;
4. DUNS Number and/or Parent DUNS number;
5. CFDA;
6. Project Description;
7. Total Funding Amount;
8. Contract Execution Date;
9. Reporting Month.

5. **Close-Outs**

Subrecipient’s obligations to the City of Charleston shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City of Charleston), and determining the custodianship of records.

Upon its expiration or dissolution, the Subrecipient shall transfer to the City of Charleston any funds on hand which have been provided under this Contract and any accounts receivable attributable to the use of such funds. Any real property or equipment under the Subrecipient's control that was acquired or improved in whole or in part with HOPWA funds must be returned to the City and disposed of in a manner which result in the City being reimbursed in the amount of the current fair market value of the property, less any portion thereof attributable to the expenditures of non-HOPWA funds for acquisition of, or improvement to, the property.

6. **Audits and Inspections**
a. All Subrecipient records with respect to any matters covered by this Contract shall be made available to the City of Charleston or the Federal Government or their designees at any time during normal business hours, as often as the City of Charleston or the Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. A nonprofit organization that is a grantee or a project sponsor is subject to audit requirements set forth in 24 CFR, Part 45.

b. Any deficiencies noted in audit reports shall be addressed by the Subrecipient within 30 days after receipt by the Subrecipient and cleared by the Subrecipient within 30 days. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Contract and may result in the withholding of payments to the Subrecipient.

7. **Progress Reports**

The Subrecipient shall submit regular Progress Reports to the City of Charleston on a quarterly basis in the form and content required by the City of Charleston. In addition to any other remedy available under this Contract, at law or in equity, Funds may be withheld until such documentation is submitted.

C. **Financial Reporting and Payment Procedures**

1. **Budgets**

The Subrecipient shall submit a detailed contract budget of a form and content prescribed by the City's Finance Department for approval by City. The Parties may agree to revise the budget from time to time in accordance with existing city policies and this Contract.

2. **Program Income**

The Subrecipient shall report quarterly on all program income defined at 24 CFR 570.500 (a) generated by activities carried out with HOPWA funds made available under this Contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use the program income during the contract period for activities permitted under this Contract. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City of Charleston.
3. **Indirect Costs**

If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan in accordance with 2 CFR 200.414, as applicable, for determining the appropriate City of Charleston share of administrative costs and shall submit such plan to the City for approval.

4. **Payment Procedures**

The City of Charleston shall reimburse the Subrecipient monies available under from the Funds under this Contract based upon invoices and documentation submitted by the Subrecipient and consistent with any approved budget, cost allocation plan and City policy concerning payments. Payments shall be made for eligible expenses actually incurred by the Subrecipient and not to exceed actual cash requirements. The City of Charleston reserves the right to liquidate funds available under this Contract for costs incurred by the City of Charleston on behalf of the Subrecipient.

5. **Audit of Records**

The Subrecipient shall on an annual basis have a fiscal and programmatic audit performed by qualified auditors to verify program efficiency and effectiveness. Audits shall be conducted in accordance with 24 CFR Part 45. The Subrecipient further agrees to make available all records and reports relative to the fiscal and programmatic aspects of its program upon request by the City of Charleston.

6. **Fraud Policy**

In order to protect the funds granted to the City of Charleston and utilized by the Subrecipient in performance of services covered by this Contract, the Subrecipient shall have a fraud policy in effect during the term of this Contract. The fraud policy shall establish procedures for the detection and prevention of fraud, misappropriation, negligent conduct that results in loss, and other inappropriate conduct involving the funds and services covered by this Contract. A copy of the policy should be provided to the City upon request.

D. **Procurement**

1. **Compliance**

The Subrecipient shall comply with 2 CFR Part 200 and any current City policy regarding the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets
(unexpended program income, property, equipment, etc.) shall revert to the City of Charleston upon termination of this Contract.

2. Regulatory Standards

The Subrecipient shall procure materials in accordance with the requirements of 2 CFR Part 200.

3. Relocation, Acquisition and Displacement

The Subrecipient shall comply with 24 CFR 574.630 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient shall comply with applicable City of Charleston ordinances, resolutions and policies concerning displacement of individuals from their residents.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient shall comply with Title I of the Civil Rights Act of 1964, as amended, Title VII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and with Executive Order 11246, as amended by Executive Orders 11375 and 12086.

As part of the HOPWA grant and Code of Federal Regulations, the Subrecipient shall comply with the following:

- Fair Housing Act (42 U.S.C., 3601-19) and implementing regulations at 24 CFR Part 100;
- Executive Order 11063 and implementing regulations at 24 CFR Part 107;
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d) (Nondiscrimination in Federally Assisted programs) and implementing regulations issued at 24 CFR Part 1;
- Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations 24 CFR Part 146;
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.794) and implementing regulations at 24 CFR Part 8;
• Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701 (u)], (Employment opportunities for lower income persons in connection with assisted projects);
• Executive orders 11625, 12432, and 12138;
• Fair Housing Act and section 504, and implementing regulations [42 U.S.C. 3604(f)] and 24 CFR 1000.203-100.205; 29 U.S.C. 794 and CFR Part 8;
• Sections 5151-5182 of the Drug-Free Workplace Act of 1988 and HUD’s implementing regulations 24 CFR Part 24, subpart F; and
• 24 CFR Part 574.300(c) (Limitations of assistance to primarily religious organizations).

2. Nondiscrimination

The Subrecipient shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance. The Subrecipient shall take appropriate action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR Part 570. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract, the Subrecipient shall cause or require a covenant running with the land for a period of ten (10) years to be inserted in the deed or lease or other transfer of land acquired, cleared or improved with assistance provided under this Contract, prohibiting discrimination as herein defined, in the sale, lease, rental, the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

4. Section 504
The Subrecipient shall comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 701 et seq) which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Contract.

B. **Affirmative Action**

1. **Approved Plan**

The Subrecipient agrees that it shall be committed to carry out, pursuant to the City of Charleston's specifications, an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. The City shall provide Equal Employment Opportunity guidelines to the Subrecipient to assist in the formulation of such a program.

2. **Women/Minority Owned Businesses**

The Subrecipient shall use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority and female owned enterprise" means a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representations by "such minority and women owned business enterprises" regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. **Access to Records**

The Subrecipient shall furnish and cause each of its subrecipients to furnish all information and reports required hereunder and shall permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. **EEO/AA Statement**

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
C. Employment Restrictions

1. Prohibited Activity

   a. The Subrecipient certifies that no Federal appropriated funds have been paid or shall be paid, by or on behalf, of any person for influencing or attempting to influence an office or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

   b. The Subrecipient certifies that if any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan or cooperative agreement, it shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   c. The Subrecipient certifies that the language of paragraphs 1(a) and (b) above shall be included in documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans and cooperative agreements) and that all lobbying as described in paragraphs 1(a) and (b) above shall be disclosed accordingly.

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

3. Labor Standards

The provisions of the Davis-Bacon Act (40 U.S.C. 276a – 276a-5) do not apply to this program except where Funds received under this Contract are combined with funds from other federal programs that are subject to the Davis-Bacon Act.
4. "Section 3" Clause
   a. Compliance

      The Subrecipient represents and warrants that no contractual or other disability exists which would prevent compliance with these requirements.

5. Debarred, Suspended or Ineligible Contractors

      Financial assistance provided under this Contract shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of or fund any contractor or subcontractor or sub-subrecipient during any period of debarment, suspension or placement or eligibility status under the provisions of 24 CFR Part 24.

D. Conduct

1. Assignability

      The Subrecipient shall not assign or transfer any interest in this Contract without the prior written consent of the City thereto. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Conflict of Interest

      The Subrecipient shall abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract. The Subrecipient further covenants that in the performance of this Contract, no person having a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions also apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the City or of any designated public agency or other subrecipient which is receiving funds under the HOPWA program.

3. Religious Organizations

      The Subrecipient agrees that Funds provided under this Contract shall not be utilized for religious activities to promote religious interests or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

4. Subcontracts
   a. Selection Process
The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open documentation basis concerning the selection process. Executed copies of all subcontracts shall be made available upon request by the City along with documentation concerning the selection process.

b. Content

The Subrecipient shall cause all of the provisions of this Contract to be included in and made a part of any subcontract executed in performance of this Contract.

c. Monitoring

The Subrecipient shall monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported by documentation of follow-up actions taken to correct areas of non-compliance. Copies of these reports shall be submitted to the City.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient shall comply with the requirements of the following regulations insofar as they apply to the performance of this Contract:

- Clean Air Act, 42 U.S.C., 1857, et. seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et. seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended;
- National Environmental Policy Act of 1969;
- HUD Environmental Review Procedures (24 CFR, Part 58); and

B. Flood Insurance Protection

No property to be improved with the assistance of Funds provided under this Contract shall be located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
(a)(1) The community in which the area is situated is participating in the National Flood Insurance Program and the regulations thereunder (44 CFR Parts 59 through 79); or
(2) Less than a year has passed since FEMA notification regarding such hazards; and
(b) The grantee shall ensure that flood insurance on the structure is obtained in compliance with section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.).

C. Coastal Barriers

In accordance with the Coastal Barrier Resources Act, 16 U.S.C. 3501, no financial assistance under this Contract shall be made available within the Coastal Barrier Resources System.

D. Wage Rates

The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program except where funds received under this part are combined with funds from other Federal programs that are subject to the Act.

E. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Subpart B thereof. Such regulations pertain to all HUD assisted housing and require that all owners, prospective owners and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that shall be taken when dealing with lead-based paint poisoning.

X. SEVERABILITY OF PROVISIONS

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable laws.

XI. FEDERAL COMPLIANCE

Notwithstanding any provision hereof, the Subrecipient acknowledges that the funding to be received under this Contract is federal funding and the Subrecipient shall abide by such rules and regulations promulgated by the United States Department of Housing and
Urban Development as now and may hereafter be promulgated concerning the receipt or expenditure of such funds.

***Remainder of Page Intentionally Left Blank***
[Signatures on Following Page]
IN WITNESS WHEREOF, the City of Charleston and Subrecipient have entered into this Contract as of the date first written above.

CITY OF CHARLESTON

By: ___________________________ Witness: ___________________________
    Mayor

By: ___________________________ Witness: ___________________________
    Clerk of Council

SUBRECIPIENT,
a South Carolina nonprofit corporation

By: ___________________________ Witness: ___________________________
    Executive Director

By: ___________________________ Witness: ___________________________
    Chairman

Employer Identification Number: Insert
ADDENDUM A
SCOPE OF SERVICES
SUBRECIPIENT
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)

Subrecipient shall provide/ accomplish the following services during the Performance Period.

Insert scope of services
ADDENDUM B
BUDGET NARRATIVE 2022-2023
SUBRECIPIENT
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)

Project Total: $ Amount

INSERT BUDGET
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Geona Shaw Johnson DEPT. Housing & Community Dev
SUBJECT: AMENDMENT TO AGREEMENT WITH S&ME, INCORPORATED
REQUEST: Request the Mayor and City Council approve an amendment to the City's Agreement with S&ME, Inc. The amendment extends the agreement for an additional six months and provides an additional $31,382 in funding to facilitate the removal of contaminated soil at the City of Charleston's Lowline Affordable Housing site. Additional requirements from the City of Charleston Storm Water Division and sub-contractor staffing requirements caused unanticipated delays in the delivery of services.

COMMITTEE OF COUNCIL: Ways and Means DATE: June 21, 2022

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

<table>
<thead>
<tr>
<th>Housing &amp; Cnty Dev</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
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<tr>
<td>Corporation Counsel</td>
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FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐
If yes, provide the following:

Dept./Div.: HCD Account #: 457003-52206
Balance in Account $81,524.15 Amount needed for this item $81,524.15

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

NEED: Identify any critical time constraint(s).

CFO's Signature: [Signature]

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
City of Charleston
Contract Amendment for Professional Services #211643

Project: Lowcountry Lowline Housing Parcel VCC 17-6523-NRP

Owner: City of Charleston
Department of Housing and Community Development, 75 Calhoun St., Ste 3200
Charleston, SC 29401

A/E: S8ME, Inc.
620 Wando Park Boulevard
Mt. Pleasant, SC 29464

Contract Date: March 23, 2021
Amendment Date: _______day of ________, 2022

To the A/E:

You are hereby authorized, subject to contract provisions, to make the following changes:

1. Description of Contract Amendment #1:
   
   • Jersey Barriers are required by SCDOT to prevent truck getting too close to overhead support structures: +$5.8K
   • City Stormwater requires two construction track-out mats instead of just one: +$3.4K
   • Silt fence footage increased from 200 ft to 675 ft and material costs increased: +$8.8K
   • Tree removal area increased from 0.2 acre to 0.3 acre and removals of grand trees in proximity to the overpass are required to be supervised by an arborist: +$6.3K
   • Increase in costs for fill soil and increase in costs for fuel to transport soil for disposal and backfilling: +$8.1K

In total, the increase in the estimated fee is $32,482, resulting in a new estimated fee of $117,772. The attached fee estimate attached as Exhibit A details the revisions (highlighted in yellow for reference).

2. Adjustments to the Contract Sum:

   Original Contract Sum authorized by Council for ........................................ $ 85,390.00
   Change by Previously Approved Contract Amendments .......................... $
   Contract Sum prior to this Contract Amendment ....................................... $
   Amount of this contract Amendment, complete ...................................... $ 32,382.00
   New Contract Sum, including this Contract Amendment .......................... $ 117,772.00


ARCHITECT/ENGINEER: [Signature]
James Kilingsworth
(A/E's Name)
6-10-2022
(Date)

OWNER: _______________________________ [Signature]
John J. Tecklenberg, Mayor
(Date)
## Fee Estimate

**Proposal for Voluntary Cleanup Contract (VCC) Soil Removal and Disposal Services**

Lowcountry Lowline Housing Parcel (VCC 17-6523-NRP)
Charleston, South Carolina
S&ME Proposal No. 211643A
April 29, 2022

### A. Stormwater and Tree Removal Permitting

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*Reimbursables a*

| Surveying and Civil Engineering                 | 1       | lump sum | $15,000.00 | $15,000.00 |

**Estimated Fee for Task A:** $19,500.00

### B. Soil Removal and Disposal Activities

<table>
<thead>
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<th>Task</th>
<th>Est Qty</th>
<th>Unit</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal / Project Director</td>
<td>2</td>
<td>hour</td>
<td>$185.00</td>
<td>$370.00</td>
</tr>
<tr>
<td>Senior Engineer/Project Manager</td>
<td>20</td>
<td>hour</td>
<td>$135.00</td>
<td>$2,700.00</td>
</tr>
<tr>
<td>Project Professional</td>
<td>40</td>
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<td>Senior Environmental Technician</td>
<td>80</td>
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*Reimbursables a*

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<th>Rate</th>
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<td>Jersey Barriers</td>
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<td>lump sum</td>
<td>$5,800.00</td>
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<td>675</td>
<td>foot</td>
<td>$17.00</td>
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<tr>
<td>Construction Exit</td>
<td>2</td>
<td>each</td>
<td>$3,400.00</td>
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<tr>
<td>Tree Removal (including Arborist supervision for select trees)</td>
<td>0.3</td>
<td>acre</td>
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<tr>
<td>Soil Removal</td>
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<td>Soil Transport and Disposal</td>
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<tr>
<td>Seeding and Restoration</td>
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<td>acre</td>
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<td>Surveying for Excavation Documentation</td>
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<td>Arsenic and Lead Lab Analysis (Confirmation Soil Samples)</td>
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**Estimated Fee for Task B:** $93,672.00

### C. Corrective Measures Report for Soil Removal and Disposal

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<th>Rate</th>
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<td>Principal / Project Director</td>
<td>2</td>
<td>hour</td>
<td>$185.00</td>
<td>$370.00</td>
</tr>
<tr>
<td>Senior Engineer/Project Manager</td>
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<td>hour</td>
<td>$135.00</td>
<td>$1,350.00</td>
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<tr>
<td>Project Professional</td>
<td>20</td>
<td>hour</td>
<td>$115.00</td>
<td>$2,300.00</td>
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<tr>
<td>Senior Environmental Technician</td>
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<td>CAD Operator</td>
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</table>

**Estimated Fee for Task C:** $4,600.00

**Total Estimated Fee:** $117,772.00

---

**Notes:**

S&ME will charge only for quantities used

Additional services requested or required will be billed at the listed unit rates.

a. Reimbursables will be invoiced at actual cost plus 10%. The rates provided are estimates.

b. The laboratory analysis will be performed on an expedited schedule.
Geona,

As discussed yesterday, the project is different and larger than what we had assumed at the time of our proposal last year (Proposal No. 211643 Feb. 26, 2021). In addition, the contractor's fees have increased since February 2021 for certain project items due an increase in material and fuel costs. As such, the Total Project estimate is now greater than what we estimated in Proposal No. 211643. Below is a summary of changes:

- Jersey Barriers are required by SCDOT to prevent truck getting too close to overhead support structures: +$5.8K
- City Stormwater requires two construction track-out mats instead of just one: +$3.4K
- Silt fence footage increased from 200 ft to 675 ft and material costs increased: +$8.8K
- Tree removal area increased from 0.2 acre to 0.3 acre and removal of grand trees in proximity to the overpass are required to be supervised by an arborist: +$6.3K
- Increase in costs for fill soil and increase in costs for fuel to transport soil for disposal and backfilling: +$8.1K

In total, the increase in the estimated fee is $32,400, resulting in a new estimated fee of $117,772. The attached fee estimate details the revisions (highlighted in yellow for reference).

As indicated during our conversation, we will try to save $ where we can.

Please let me know if we need to submit additional information to get approval for the fee estimate increase. Feel free to contact me with any questions. Thanks.

Andrew

Andrew Wertz, P.E.
Senior Engineer
City of Charleston Contract for Professional Services

THIS CONTRACT, made this ____day of __________________, 2021 by and between

The Owner: City of Charleston and the A/E: S&ME, Inc.
Department of Housing and 620 Wando Park Boulevard
Community Development Mount Pleasant, SC 29464
75 Calhoun Street, Suite 3200 Charleston, SC 29401

WHEREAS, the Owner requires the delivery of professional services to perform environmental soil removal and disposal services related to the Voluntary Cleanup Contract for the Lowcountry Lowline Housing Parcel known as Lowcountry Lowline Section D ("Project") including, but not limited to, stormwater and tree removal permitting, soil removal and disposal activities, and preparation of a corrective measure report for soil removal and disposal (Work) as outlined in S&ME's Proposal, dated February 26, 2021, and prepared by Andrew Wertz and Chuck Black which is marked as EXHIBIT A and attached hereto as if fully written herein.

Lowline Affordable Housing Project – VCC Soil Removal
(Project Number)  
(Project Name)

WHEREAS, the A/E, whose SC professional license is # C00473, is prepared and qualified to provide such Services.

NOW THEREFORE, the Owner and A/E agree to all of the following:

THE SERVICES required herein are set forth in the attached EXHIBIT A, Scope of Services which shall be performed in accordance with the Terms and Conditions contained on pages 2 through 4 of this Contract. SERVICES shall be performed and PAYMENTS for acceptable work shall be made in accordance with the following:

This is a Not to Exceed Contract and payments for acceptable work shall be made within 30 days after A/E submits an invoice.

The CONTRACT SUM payable to the A/E shall be:

☐ Lump Sum of ........................................................................................................ $0.00
☒ Actual costs based on attached A/E's Hourly Rate & Reimbursable Schedule, Not-to-Exceed .... $85,390.00

REIMBURSABLES:
☐ Expenses shall be reimbursed at actual cost plus 10%, Not-to-Exceed........................................ $N/A
☐ Expenses included in Lump Sum.

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

OWNER: City of Charleston

BY: John J. Tecklenburg, Mayor

A/E: S&ME, Inc.

BY: [Signature of A/E Representative]

(Print or Type Name of A/E Representative)

ITS: [Signature of Owner Representative]

ATTACHMENTS
2. Exhibit B, City of Charleston’s Insurance Requirements.

Professional Services Contract
ARTICLE 1 - GENERAL
A. The A/E agrees to provide professional services to the Owner as required by the Scope of Services requested by the Owner as set forth in Exhibit A.
B. The A/E accepts the relationship of trust and confidence established between A/E and Owner by this Contract.
C. The A/E covenants with the Owner that he/she possesses the required degree of learning, skills, and experience that is ordinarily possessed by similarly situated professionals, that he/she will utilize reasonable and ordinary care and diligence in the exercise of his/her skills to accomplish the Scope of Services, and that he/she will use good professional judgment in performing the Scope of Services.
D. The A/E agrees to cooperate with the Owner and any other contractor in furthering the interests of the Owner.

ARTICLE 2 - A/E’S RESPONSIBILITIES
A. The A/E shall designate one or more representatives to be assigned for the duration of the Project. These representatives shall be authorized to act on behalf of the A/E in all matters related to the A/E’s performance(s) under this Contract. The A/E shall not replace a designated representative without notice to the owner and with good cause shown.
B. The A/E shall notify the Owner, in writing, of information necessary from the Owner for the project. A/E shall allow sufficient time for Owner to acquire and respond with such information.
C. The A/E shall provide all Scope of Services using persons, including the staff of A/E’s Consultants and Additional Consultants, who possess the required degree of learning, skills, and experience that is ordinarily possessed by similarly situated professionals, that they will utilize reasonable and ordinary care and diligence in the exercise of their skills to accomplish the Scope of Services, and that they will use good professional judgment in performing the Scope of Services.
D. The A/E shall manage and coordinate the A/E’s services, consult with the Owner, research applicable design criteria, attend all Project meetings, communicate with members of the Project team and report progress to the Owner.
E. The A/E shall have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Services in the City of Charleston and as required by this Contract.
F. The A/E shall be entitled to rely on the accuracy of information provided by the Owner. Notwithstanding the foregoing, A/E shall review all information provided by the Owner and shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner.
G. The A/E shall be entitled to additional compensation if required to provide services beyond those Services set forth in Exhibit A. The A/E shall be compensated for these additional services as agreed by both parties.

ARTICLE 3 - OWNER’S RESPONSIBILITIES
A. The Owner shall provide all available programmatic and budgetary requirements for the Project.
B. The Owner shall designate one or more representatives with authority to act on the Owner’s behalf in all matters related to the Owner’s duties under this Contract.
C. The Owner shall provide the A/E with available information about the site and work area that is necessary for the A/E to perform the Services. The owner shall cooperate with the A/E in the identification and acquisition of any additional information required.
D. The Owner shall make timely decisions on all issues related to the Contract and shall promptly advise the A/E of any errors or deficiencies in the A/E’s performance under this Contract.

ARTICLE 4 - ADDITIONAL CONSULTANTS
A. It is agreed that the attached Exhibit A shall have identified all professional and technical disciplines and their providers required for the performance of the A/E’s Services, and that the fees for such personnel are incorporated into the Contract Sum set forth on page one (1) of this Contract.
B. Additional Consultants may be employed to perform portions of the Services under this Contract as required and approved by the Owner in advance. The A/E may apply a multiplier, not to exceed 1.1, to the approved fees of such Additional Consultants.
ARTICLE 5 – LIMITATIONS OF RESPONSIBILITY
A. The A/E shall not be responsible for the failure of any contractor, sub-contractor, vendor, or other project participant, not under contract to the A/E, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes.
B. The A/E shall indemnify and save harmless the Owner and the Owner’s officers, agents and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the A/E, its agents, or employees or subcontractors in the performance of this Contract. When the Owner submits notice, A/E shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 6 – DOCUMENTS
A. At the completion of the project, the A/E shall provide to the Owner all contract documents, electronically, on a Computer Disk or thumb drive. Specifications shall be in Microsoft Word format and as-built drawings shall be in AutoCAD 2000 format.
B. All documents prepared or furnished by the A/E pursuant to this Contract are instruments of service and the A/E shall maintain an ownership and property interest therein.
C. Documents prepared or furnished by the A/E pursuant to this Contract may not be reused by the A/E on other projects or for other clients without the prior written permission of the Owner.
D. The A/E hereby grants to the Owner a non-exclusive license to reproduce or otherwise utilize A/E’s documents for the purposes of constructing, operating, maintaining, repairing, using, renovating, expanding, modifying or otherwise enjoying the beneficial use of the Project at no additional cost to the Owner. The A/E shall incur no liability for the Owner’s reproduction or reuse of the A/E’s documents.
E. Consultants and Additional Consultants used by the A/E for the Services of this Contract shall be bound by the conditions of this Article.

ARTICLE 7 – PAYMENTS
A. The Owner shall make payments to the A/E for undisputed work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
B. The A/E shall make payments to its Consultants and Additional consultants in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
C. If applicable, the A/E’s request for payment under a NOT-TO-EXCEED contract shall be based on actual hours worked during the billing period, using the approved A/E’s Hourly Rate and Reimbursables Schedule, not exceeding the scheduled amounts shown on Page 1 (one) of this Contract.
D. All requests for payment shall be submitted in the form and manner required by the Owner, and shall be accompanied by appropriate supporting documentation.
E. Payment under a Lump Sum contract shall be paid within thirty (30) days of receipt of the invoice. The invoice for the A/E’s services shall be submitted to the City at the completion of the Scope of Services and after the City’s acceptance of the work in its entirety.

ARTICLE 8 – DISPUTE RESOLUTION
The parties agree to attempt in good faith to resolve their disputes arising from a claim or controversy arising out of or relating to the contract. To the extent that the parties are unable to resolve a claim or controversy arising out of or relating to the Contract, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or Federal court located in the County in which the Owner maintains its principle place of business, in the State of South Carolina. The A/E agrees that any act by the Owner regarding the Contract is not a waiver of either the State’s sovereign immunity or the State’s immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase “the State” includes any governmental entity transacting business with the A/E pursuant to the Contract (including the Owner).
ARTICLE 9 - SUSPENSION AND TERMINATION
A. The Owner may direct the A/E to suspend performance under this Contract at any time.
B. The A/E may suspend its performance under this Contract if the Owner fails to make payments of undisputed amounts to the A/E as required by the terms of this Contract. Prior to the suspension of performance, the A/E shall give written notice to the Owner, and shall allow the Owner no fewer than twenty-one (21) calendar days to make payment, otherwise the suspension may take effect without further notice by the A/E.
C. If the performance of Services is suspended by either party for a period of more than thirty (30) days but less than one hundred eighty (180) days due to no fault of the A/E, the A/E's time schedules shall be equitably adjusted. If a project is interrupted for one hundred eighty (180) days or more due to no fault of the A/E, the A/E's compensation shall be equitably adjusted to provide for expenses incurred in resuming the A/E's services and the time schedules for the remaining services shall be equitably adjusted.
D. The Owner may terminate this Contract for the convenience of the Owner with not less than seven (7) days written notice to the A/E. The A/E shall be paid for all services acceptably performed and reimbursable expenses incurred, up to the date of termination, and project closure costs as authorized by the Owner.
E. If either party fails to substantially perform according to the terms of this Contract, the other party may terminate this Contract upon not less than seven (7) days written notice. The notice of termination shall set forth with specificity the grounds for termination and may, at the sole option of the terminating party, give the other party a stated period of time in which it may cure the alleged breach.

ARTICLE 10 - INSURANCE
The Contractor shall maintain all forms of insurance required by law in the State of South Carolina and the City of Charleston as outlined in Exhibit B.

ARTICLE 11 - MISCELLANEOUS PROVISIONS
A. The A/E and Owner each bind themselves, their partners, directors, officers, successors, executors, administrators, assigns and legal representatives in respect to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract without the written consent of the other party.
B. This Contract represents the entire and integrated agreement between the Owner and A/E. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the A/E.
D. Nothing in this Contract shall prevent the A/E from employing any independent consultant, associate, or subcontractor to assist in the performance of the Services.
E. Unless otherwise included in the Contract, nothing shall require the A/E to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.
F. Time and Expense Records of the A/E's personnel, consultants, and reimbursable expenses pertaining to the Services shall be kept on a generally recognized accounting basis, and shall be available to the Owner for audit at mutually agreeable times and places for a period no less than 3 years after the conclusion of this Contract.

ARTICLE 12 - ERRORS AND OMISSIONS
A. Owner shall notify the A/E whenever the Owner believes the A/E's Work contains errors or omissions, and the A/E shall agree to correct all errors and omissions without cost to the Owner.
B. The A/E agrees to pay the Owner for any costs the Owner is responsible for paying as a result of any A/E error or omission. Each error and omission shall constitute a separate offense.
Exhibit B

CITY OF CHARLESTON'S INSURANCE REQUIREMENTS

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

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. GENERAL LIABILITY: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

2. AUTOMOBILE LIABILITY: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. WORKERS' COMPENSATION: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

4. PROFESSIONAL LIABILITY: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

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

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

(a) to be excess insurance over any project professional liability policy, and

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

D. Required policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers’ Compensation

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

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

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

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

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

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

J. Required certificates should be mailed to:

City of Charleston
Department of Housing and
Community Development
75 Calhoun Street, Suite 3200
Charleston, SC 29401

Professional Services Contract
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chase Anderson / Andrew Jones DEPT. Parks - Capital Projects
SUBJECT: WEST ASHLEY GREENWAY IMPROVEMENTS-STINSON TO PARKDALE CONSTRUCTION CONTRACT
REQUEST: Approval of a construction contract with Truluck Construction in the amount of $396,304.00 for the replacement of the Long Creek Bridge along the West Ashley Greenway.

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.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 21, 2022

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

CPR Committee Chair Yes N/A Signature of Individual Contacted Attachment
Corporate Counsel No
Capital Projects Director No
MBE Manager No

FUNDING: Was funding previously approved? Yes ☑ No ☐ N/A ☐
If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051412-58240
Balance in Account $396,304.00 Amount needed for this item $396,304.00
Project Number CP1413

NEED: Identify any critical time constraint(s).

CFO's Signature: ____________________________

FISCAL IMPACT: Approval of the construction contract will institute a project budget of $734,047.70 of which the contract will obligate $396,304.00. Funding sources for this project are: 2013 General Fund Reserves ($214,016.57), 2016 General Fund Reserves ($100,000.00), 2018 General Fund Reserves ($235,000.00), 2020 General Fund Reserves ($125,031.13) and a CWS Contribution ($60,000.00).

Mayor's Signature: ____________________________

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.
## West Ashley Greenway Improvement Phase II - Stinson to Parkdale

### Design/Engineering

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<th>Division/Object</th>
<th>Description</th>
<th>Budget (Dollars)</th>
<th>Expenses to Date</th>
<th>Encumbrances</th>
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<td>H&amp;H Modeling for Bridge</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$5,800.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>051412-58206</td>
<td>Sewer pip survey and elevation</td>
<td>$1,250.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$1,250.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>051412-58202</td>
<td>Signage</td>
<td>$410.51</td>
<td>$0.00</td>
<td>$0.02</td>
<td>$400.49</td>
<td>$0.00</td>
</tr>
<tr>
<td>051412-58216</td>
<td>Printing</td>
<td>$477.89</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$477.89</td>
<td>$0.00</td>
</tr>
<tr>
<td>051412-58236</td>
<td>Advertising</td>
<td>$609.42</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$609.42</td>
<td>$0.00</td>
</tr>
<tr>
<td>051412-58236</td>
<td>Advertising</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total Design &amp; Engineering</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$87,697.53</td>
</tr>
</tbody>
</table>

### Construction

<table>
<thead>
<tr>
<th>Division/Object</th>
<th>Description</th>
<th>Budget (Dollars)</th>
<th>Expenses to Date</th>
<th>Encumbrances</th>
<th>Remaining Balance</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>051412-58240</td>
<td>Stinson to Bridge Paving</td>
<td>$157,234.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$157,234.00</td>
<td>Landscape Pavers LLC</td>
</tr>
<tr>
<td></td>
<td>CD#1 (additional paving not in contract/changed site conditions)</td>
<td>$16,125.75</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$16,125.75</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>CD#2 (additional safety barrier and bollards)</td>
<td>$3,566.68</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$3,566.68</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>CD#3 (replacement of gate post)</td>
<td>$1,958.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$1,958.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Contract Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$178,881.63</td>
</tr>
<tr>
<td>051412-58240</td>
<td>Long Creek Bridge Replacement</td>
<td>$396,304.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$396,304.00</td>
<td>Truluck Construction</td>
</tr>
<tr>
<td>051412-58240</td>
<td>Chas. County Stinson Sidewalk Contribution</td>
<td>$31,164.14</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$31,164.14</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total Construction</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$609,349.77</td>
</tr>
<tr>
<td>051412-52040</td>
<td>Contingency</td>
<td>$40,000.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$40,000.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total Project Costs</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$734,047.70</td>
</tr>
</tbody>
</table>

### Funding Sources

<table>
<thead>
<tr>
<th>Year</th>
<th>Source</th>
<th>Amount (Dollars)</th>
<th>Revenue to Date</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>General Fund Reserves</td>
<td>$214,016.57</td>
<td>$214,016.57</td>
<td>transferred from CP1520</td>
</tr>
<tr>
<td>2016</td>
<td>General Fund Reserves</td>
<td>$100,000.00</td>
<td>$48,274.02</td>
<td>Added once the Grant &amp; GOS (matching) funds were removed to be used for CP1816</td>
</tr>
<tr>
<td>2018</td>
<td>General Fund Reserves</td>
<td>$235,000.00</td>
<td>$0.00</td>
<td>Parks to request CWS contribute $80k since design changes occurred due to their request; if CWS funding is received this funding will be reallocated approved at CWS board meeting 5/24/22</td>
</tr>
<tr>
<td>2020</td>
<td>General Fund Reserves</td>
<td>$125,031.13</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CWS Contribution</td>
<td>$60,000.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total Funding Sources</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Project Summary

| Available Funding | $734,047.70 | $275,782.42 |
| Funding Needed    | $275,782.42 | $281,443.68 |
| Shortfall/Excess  | ($5,681.26) | |
AGREEMENT made as of the _____ day of _______ June _______ in the year 2022

(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Charleston
Department of Parks, Capital Projects Division
823 Meeting Street
Charleston, South Carolina 29403

and the Contractor:
(Name, legal status, address and other information)

Truluck Construction, Inc.
1012-A st. Andrews Blvd.
Charleston, SC 29407

for the following Project:
(Name, location and detailed description)

CP 1413 -- West Ashley Greenway - Long Creek Bridge Replacement
Located at the intersection of the West Ashley Greenway and Long Creek near Parkdale Drive
Project work includes replacement of the bridge spanning Long Creek on West Ashley Greenway and associated work. Work includes support of adjacent Charleston Water System sanitary sewer pipe, erosion controls, gabion walls, concrete foundation, asphalt paving, and other related improvements.

The Architect:
(Name, legal status, address and other information)

Chris Moore, PE
Jon Guerry Taylor & Assoc., Inc.
PO Box 1082
Mount Pleasant, SC 29465
Cmoore@jgtinc.com
843-884-6415

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.
The Owner and Contractor agree as follows.
TABLE OF ARTICLES
1 THE CONTRACT DOCUMENTS
2 THE WORK OF THIS CONTRACT
3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4 CONTRACT SUM
5 PAYMENTS
6 DISPUTE RESOLUTION
7 TERMINATION OR SUSPENSION
8 MISCELLANEOUS PROVISIONS
9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents or reasonably inferable as necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion
§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[X] Not later than one hundred and sixty five (165) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Substantial Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Three hundred ninety six thousand three hundred and four ($396,304.00), subject to additions and deductions as provided in the Contract Documents. See attached EXHIBIT A – BID FORM – SIGNED MAY 26, 2022

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Fabricated Aluminum Bridge</td>
<td>$140,000</td>
</tr>
</tbody>
</table>

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

See attached EXHIBIT A – BID FORM – SIGNED MAY 26, 2022

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Paving</td>
<td>SY, installed 2.0” thick</td>
<td>$32.00</td>
</tr>
<tr>
<td>Safety barrier</td>
<td>Per 7” length, installed</td>
<td>$250.00</td>
</tr>
<tr>
<td>Wooden bollards</td>
<td>Each, installed</td>
<td>$600.00</td>
</tr>
</tbody>
</table>

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)
For each calendar day substantial completion exceeds the Contract Time, the Contractor shall be liable for $500.00 per calendar day as liquidated damages. Such liquidated damages are agreed to be a reasonable estimate of the Owner’s damages for delayed completion of the Work and shall not be considered a penalty. The Owner may deduct liquidated damages from any unpaid amounts due to the Contractor under this Agreement.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS
§ 5.1 Progress Payments
§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with the modified AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:
.1 That portion of the Contract Sum properly allocable to completed Work;
.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
.3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:
.1 The aggregate of any amounts previously paid by the Owner;
.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

Init.
4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of the modified AIA Document A201–2017; and

5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage
§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten Percent (10%)  

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

(Paragraphs Deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of the modified AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of the modified AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Not applicable
ARTICLE 6  DISPUTE RESOLUTION

(Paragraphs Deleted)

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of the modified AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017
[X ] Litigation in the Charleston County Court of Common Pleas
[ ] Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7  TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the modified AIA Document A201–2017.

(Paragraphs Deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of the modified AIA Document A201–2017.

ARTICLE 8  MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of the modified AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

Chase Anderson, PLA, AICP
City of Charleston
Department of Parks, Capital Projects Division
823 Meeting Street
Charleston, SC 29403
AndersonC@charleston-sc.gov
§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Rswins Lowndes
Truluck Construction, Inc.
1012-A St. Andrews Blvd.
Charleston, SC 29407
843-766-5571
bordy@truluckconst.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Contractor shall purchase and maintain insurance and bonds as required by the Owner or the Contract Documents, including the requirements set forth in the modified AIA Document A201-2017.

(Paragraphs Deleted)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 This Agreement is comprised of the following documents:
   .1 Modified AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
   .2 Modified AIA Document A201™–2017, General Conditions of the Contract for Construction
(Paragraph Deleted)
   3. EXHIBIT A – BID FORM – SIGNED MAY 26, 2022
(Paragraph Deleted)

.3 Drawings
   Number
   Sheets M1-M11
   Title
   West Ashley Greenway
   New Pre-Fabricated Pedestrian Bridge
   Date
   Revision Date 05.18.2022

.4 Specifications
.5 Addenda, if any:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addendum No 1</td>
<td>May 17, 2022</td>
<td>9</td>
</tr>
<tr>
<td>Addendum No 2</td>
<td>May 19, 2022</td>
<td>2</td>
</tr>
</tbody>
</table>

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraph Deleted)

(Table Deleted)

[ ] Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

N/A

This Agreement entered into as of the day and year first written above.

OWNER (Signature)  
John J. Tecklenburg, Mayor  
(Printed name and title)

CONTRACTOR (Signature)  
Charles E. Truluck, Jr., President  
(Printed name and title)
General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

CP 1413 - West Ashley Greenway – Long Creek Bridge Replacement

at the intersection of the West Ashley Greenway and Long Creek near Parkdale Drive

THE OWNER:

(Name, legal status and address)

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

THE ARCHITECT:

(Name, legal status and address)

Chris Moore, PE

Jon Guerry Taylor & Assoc., Inc.
PO Box 1082
Mount Pleasant, SC 29465

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8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.
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12 UNCOVERING AND CORRECTION OF WORK
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ARTICLE 1 GENERAL PROVISIONS
§ 1.1 Basic Definitions
§ 1.1.1 The Contract Documents
The Contract Documents are enumerated in the Agreement titled “AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor” as revised (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Change Order Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor’s bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract
The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect’s consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor except as provided in Paragraph 5.4 of this document; (3) between the Owner and the Architect or the Architect’s consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect’s duties.

§ 1.1.3 The Work
The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project
The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings
The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications
The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services. If there is a conflict between the specifications and the drawings, then the specifications shall govern.

§ 1.1.7 Contractor’s use of Instruments of Service in Electronic Form
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect’s consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.7.1
The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of Instruments of Service in electronic form. The executed Contract Documents shall prevail in case of an inconsistency with subsequent versions made through manipulable electronic operations involving computers.
§ 1.1.7.2 The Contractor shall not transfer to any parties other than sub-contractors or reuse Instruments of Service in electronic or machine-readable form without the prior written consent of the Architect. All such documents shall be used for the sole and limited purpose of shop drawing preparation, all other purposes being expressly prohibited without prior written consent of the Architect.

§ 1.1.9 "Knowledge" or "knows" as used in references to the Contractor shall include that which the Contractor knows or should know in the exercise of the care, skill and diligence required by the Contract Documents and that of a competent contractor.

§ 1.2 Correlation and Intent of the Contract Documents
§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. If there is any inconsistency in the Contract Documents, the Contractor shall provide the better quality or greater quantity of work or comply with the more stringent requirements.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and 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.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation
In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.4.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities: (1) The agreement; (2) Addenda with those of later date having precedence over those of earlier date; (3) Supplementary Conditions; (4) The General Conditions of the Contract for Construction; (5) Specifications; and (6) Drawings.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service
§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice,
if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect’s consultants.

§ 1.6 Notice
§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission
The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance
Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER
§ 2.1 General
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

(Paragraph Deleted)

§ 2.2 Evidence of the Owner’s Financial Arrangements
§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time may be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within thirty (30) days of the Contractor’s request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time may be extended appropriately and the Contract Sum may be increased by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, as provided in the Contract Documents.
§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator's order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Contractor shall notify Owner in writing of all approvals, easements, assessments, and charges required for construction or occupancy of permanent structures of which the Contractor has knowledge. Written notice to Owner is a condition precedent to Contractor's right to costs or time extensions for Owner's failure to meet this obligation.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may correct or have such default or neglect corrected. The Architect may, pursuant to Section 9.3.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses, including attorney fees, and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current

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and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.5.1 If, after achieving Substantial Completion, the Contractor then defaults, or neglects to complete or fails to provide resources adequate to complete the Project within the adjusted Contract Time for Final Completion, Owner may carry out the work seven days after giving the Contractor written notice of the Contractor’s default or neglect. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner’s expenses, including attorneys’ fees, and compensation for the A/E’s additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor or its Surety shall pay the difference to Owner.

§ 2.5.2 The Owner reserves the right to perform any work on the site, whether within or without the scope of this Contract, necessary to correct any conditions which, at the sole discretion of the Owner pose a hazard to the health or safety of an occupant or the general public. Such work will only be done on an emergency basis. If practical under the circumstances, the Contractor shall be given notice of any such conditions and given a reasonable opportunity to correct them. If work is done by the Owner pursuant to this subparagraph which is necessitated by any act or failure to act of the Contractor, the costs associated with such work, including attorneys’ fees, shall be deducted from any sums due to Contractor and a written Change Order adjusting the Contract Sum will be issued.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term “Contractor” means the Contractor or the Contractor’s authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect’s administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed including, but not limited to, climate conditions and costs and availability of labor, materials and equipment and correlated personal observations with requirements of the Contract Documents. Claims for additional time or additional compensation as a result of the Contractor’s failure to follow the foregoing procedure or failure to familiarize itself with local conditions or the Contract Documents will not be permitted.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. The primary purposes of these obligations are to facilitate construction and identify constructability issues. While the Architect is primarily responsible for the discovery of errors, omissions, plan coordination issues or inconsistencies in the Contract Documents, a secondary purpose of these obligations is to identify errors, omissions, or inconsistencies that would reasonably be discovered by an experienced and prudent contractor in its review of the Contract Documents. Any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require.

§ 3.2.3 Any inconsistencies, errors or omissions noted by the Contractor during the 3.2.2 study of the Contract Documents shall be reported promptly to the Architect, but it is recognized that the Contractor’s review is made in
the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents; however, the Contractor is responsible for identifying and reporting items that are not in conformance with applicable laws, statutes, ordinances, building codes, and rules and regulations to the extent that an experienced and prudent Contractor would reasonably have discovered the nonconformance in its review of the Contract Documents.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor reasonably should have recognized such error, inconsistency, omission or difference and failed to report it to the Architect.

§ 3.3 Supervision and Construction Procedures
§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give advance written notice to the Owner and Architect, informing the Owner and the Architect of the alternate means, methods, techniques, sequences or procedures the Contractor intends to utilize in the performance of the Work, and, unless the Owner or the Architect takes exception to the proposed means, methods, techniques, sequences or procedures, the Contractor shall proceed with the Work.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials
§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.1.1 The Contractor shall not allow the use of asbestos containing products, whether temporary or permanent and whether or not incorporated or to be incorporated in the work, even if the products are non-friable and/or contain minimal amounts of asbestos, and even though such products may still be legally installed.

§ 3.4.1.2 The Contractor shall not allow the use of lead materials in public water applications. Lead free solder, flux and pipe must be used in public drinking water and waste water applications. Lead free solder and flux are defined as containing less than 0.2% lead, while valves, pipes and appurtenances must contain less than 0.8% lead.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.
§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty
§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All warranties from subcontractors, suppliers and manufacturers shall be assigned to the Owner or have the Owner named as an additional obligee on the warranty.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes
The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor's attention is directed to Title 12, Chapter 8, Code of Laws of South Carolina 1976, as amended, concerning withholding tax for non-residents, employees, contractors and subcontractors.

§ 3.7 Permits, Fees, Notices and Compliance with Laws
§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for all permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Owner shall pay fees for public or private water, gas, electrical, and other utility extensions at the site. The Contractor shall secure and arrange for all necessary utility connections. The Owner and the Contractor shall coordinate and determine who pays for Tap or Impact Fees that may be a part of the construction process.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations; however, the Contractor is responsible for identifying and reporting nonconformance with applicable laws, statutes, ordinances, building codes, and rules and regulations to the extent that an experienced and prudent Contractor would reasonably have discovered the nonconformance in its review of the Contract Documents. If the Contractor performs Work that an experienced and prudent Contractor should have known to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum.
or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect’s determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would damage them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

1. allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

2. Contractor’s costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

3. whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor’s costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid unreasonable delay in the Work.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor shall submit to the Architect for Owner and Architect review and prior to commencement of the Work the names and resumes of the Contractor’s proposed Project Manager, Quality Control Manager and Field Superintendent. The resumes shall state their number of years of experience in the industry and indicate their extent of experience in projects of similar scope. Provide three owner and three architect/engineer references for each proposed individual. Should the Owner or the Architect express a reasonable objection to the individual proposed by the Contractor, the Contractor shall withdraw a proposed individual from consideration and submit for approval a substitute. Upon written assurances from the Contractor that performance will not suffer and with the written consent of the Owner, the Contractor’s Project Manager may perform some Project-related work away from the Project site. Upon consent of the Owner, Work performed by the Project Manager off-site shall be a reimbursable cost.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner’s written consent, which shall not be unreasonably withheld or delayed.

§ 3.9.3.1 The Superintendent shall maintain a written daily log of the process of the work. This log shall be kept at the job site, made available for inspection upon request by the Architect or Owner, and faxed or e-mailed weekly. The reports shall contain as a minimum: Date, Day, Low & High Temperatures, Record of
Precipitation, Quantity of Contractor and Subcontractor Personnel on Site, General Description of Work Activities Performed. List of Items Needed from Contractor's Office and from the Architect (that are currently schedule sensitive), any other comments that pertain to job progress and quality, and a record of verbal instruction/interpretations given to the Contractor.

§ 3.9.4 The Contractor shall maintain the same approved Project Manager and Field Superintendent from the time of issuance of the Notice to Proceed until the Date of Substantial Completion, or shall submit proposed changes in personnel to the Architect in accordance with 3.9.2 for the Owner's consent. Should the Contractor remove from or fail to maintain on the Project the approved Project Manager or Field Superintendent without the Owner's consent, Contractor's fee shall be deducted by $30,000, provided, however, that such deduction shall not be applicable if such removal or failure to maintain is beyond the Contractor's control, is necessary to preserve safety in and around the Project, or is necessary to comply with applicable law.

§ 3.9.5 The Contractor shall employ a superintendent or an assistant to the superintendent who will perform as a coordinator for mechanical and electrical Work. The coordinator shall be knowledgeable in mechanical and electrical systems and capable of reading interpreting and coordinating Drawings, Specifications, and shop drawings pertaining to such systems. The coordinator shall assist the Subcontractors in arranging space conditions to eliminate interference between the mechanical and electrical systems and other Work and shall supervise the preparation of coordination drawings documenting and spatial arrangements for such systems within restricted spaces. The coordinator shall assist in planning and expediting the proper sequence of delivery of mechanical and electrical equipment to the site.

§ 3.10 Contractor's Construction and Submittal Schedules
§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The date for a construction start will be tied to a completed set of contract documents, necessary permits, confirmation of project funding and a Notice to Proceed has been issued.

§ 3.10.1.1 This schedule shall indicate the dates for the starting and completion of various stages of construction and shall be revised monthly as required by the conditions of the work. This schedule shall be broken down into work items as the Owner may require for proper review.

§ 3.10.1.2 The Contractor shall prepare a time scaled Critical Path Method ("CPM") schedule within thirty (30) calendar days after Notice to Proceed, and shall update this schedule monthly. Copies of the original schedule and all updates shall be provided to the Architect. A copy shall be maintained at the job site office. Additionally, a two-week look ahead or similar schedule shall be used and maintained at the job site office.

§ 3.10.1.3 The Contractor shall submit, along with the initial progress schedule, a shop drawing schedule within thirty (30) calendar days after Notice to Proceed, showing items requiring review or approval by the Architect. The shop drawing schedule shall allow ten (10) working days for Architect's review and shall show the date of receipt and approval.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule within thirty (30) calendar days after the Notice to Proceed, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.
§ 3.11 Documents and Samples at the Site
The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed. Prompt delivery to the A/E of the materials and items specified above, in good order, shall be a condition precedent to the Contractor receiving a Certificate of Final Completion.

§ 3.12 Shop Drawings, Product Data and Samples
§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, training and operation manuals, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.5.1 If applicable, sprinkler shop drawings shall be prepared by the licensed sprinkler Contractor. The sprinkler shop drawings shall be reviewed and approved by the A/E’s engineer of record before MEP rough-in and submittal to the appropriate Fire Official or other authorities having jurisdiction.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect’s approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect’s approval thereof.
§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect’s approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor’s responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional’s written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor’s design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.11 The Architect’s review of Contractor’s submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Architect’s review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

§ 3.12.12 At completion of construction, the Contractor shall furnish Owner with two (2) hard copies and an electronic version of all final field use shop drawings, manufacturer’s diagrams, literature, etc. for his permanent files.

§ 3.12.13 At the completion of construction, the Contractor shall furnish the Owner with two (2) sets of Maintenance Instructions for all items including name and address of supplier and name, address, and telephone number of individual to contact for service, all compiled in indexed hard cover binders. Contractor to also provide Owner with electronic versions of these sets of documents.

§ 3.13 Use of Site
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching
§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents. Photos showing existing conditions shall be taken to verify conditions prior to work and provided to Owner.
§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up
§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. The site shall be cleaned as necessary and no less than daily. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor’s tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work
The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturer is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification
§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, its agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees (Claims), arising out of or resulting from, in whole or in part, or allegedly arising out of or allegedly resulting from, in whole or in part, the performance of the Work, or by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such Claims are caused in part by the Owner, Architect, its subconsultants or a party indemnified hereunder. Contractor is not obligated to indemnify or defend Owner for claims arising out of Owner’s sole negligence. Contractor is obligated to indemnify and defend Owner for claims arising in part out of Owner’s actions. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18. The Owner shall be entitled to recover attorney fees and costs incurred in pursuing or enforcing these indemnity obligations.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT
§ 4.1 General
§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.
§ 4.1.3 In the Specifications or on the Drawings, where the words “as directed,” “as required,” “as approved,” as permitted” or words of like effect are used, Contractor shall understand that direction, requirement, approval, or permission of the Architect is intended. Similar words “approved,” or “acceptable,” “satisfactory,” or words of like import mean approved by accepted to or satisfactory to the Architect.

§ 4.2 Administration of the Contract
§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner’s representative during construction until the date the Architect issues the final Certificates for Payment and from time to time during the one-year period for correction of the Work and any warranty periods. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor’s operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor’s rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1. Inspections or observations by the Architect or the Owner are for the Owner’s benefit and do not relieve the Contractor from any of its obligations.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) deviations from the Contract Documents, (2) deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies in the Work. The Architect will not be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications
The Owner’s designated representative shall have the right to communicate directly with the Contractor. Communications by and with the Architect’s consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect’s evaluations of the Contractor’s Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.4, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Contractor will review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect’s action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect’s professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect’s review of the Contractor’s submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect’s review shall not constitute approval.
of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.11.2 An instruction that the Architect may issue to the Contractor shall constitute an interpretation of the Contract Documents and shall not be construed as an act of supervision.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 4.2.15 During the tenth (10th) month of the one (1) year construction warranty the Architect, Contractor, and the Owner will conduct a full and final inspection. The Architect will coordinate with the Contractor and the Owner to set a date for this inspection. The Architect shall prepare a list of all discrepancies and send a copy to the Owner and the party responsible for correcting the discrepancies. The Architect shall notify the Owner in writing when all repairs have been accomplished.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.
§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.1.1 Not later than 30 days following the date of commencement of the Work, the Contractor shall furnish in writing to the Owner through the Architect the Manufacturer/Subcontractor List consisting of a complete list of names of persons or entities proposed as manufacturers, fabricators or material suppliers for the products, equipment and systems proposed for the Work and, where applicable, the name of the installing Subcontractor. Where the Contractor intends to self-perform a particular portion of the Work, the Contractor will include a description of such intended self-performed Work on the Manufacturer/Subcontractor List.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed rejected Subcontractor met the specified qualifications and was demonstrably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsibly in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents, with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. The Contractor shall assure the Owner, by affidavit or in such other manner as the Owner may approve, that all agreements between the Contractor and his Subcontractors incorporate the provisions of subparagraph 5.3 as necessary to preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the work to be performed by Subcontractors so that the subcontracting thereof will not prejudice such rights.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5.1 The Contractor shall promptly advise Owner of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor or claiming any default by the Contractor in any of its obligations to such Subcontractor.

§ 5.5.2 Notwithstanding the foregoing, in the event of any default hereunder by the Contractor, or in the event the Owner or Architect fails to approve any Application for Payment that is not the fault of a Subcontractor, the Owner may, but is not obligated to, make direct payment to the Subcontractor, less appropriate retainage. In that event, the amounts paid the Subcontractor shall be deducted from the payment to the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors that are not apparent.


User Notes:
§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor’s delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor’s delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.2.5.1 If such separate Contractor sues or initiates a legal proceeding against the Owner on account of any damage alleged to have been solely caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Contractor’s expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it.

§ 6.3 Owner's Right to Clean Up
If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK
§ 7.1 General
§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone. Change Order and Construction Change Directives are effective only after written approval by the Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Any Contractor/Subcontractor performing work under a change order must be able to segment and monitor material and labor costs for Change Orders separately from the work performed under the original contract and deemed part of the Cost of the Work.

§ 7.2 Change Orders
§ 7.2.1 A Change Order is a written instrument prepared by the Owner and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:
.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Contractor’s signature on a change order is a full, final and complete waiver of any and all claims, demands, impact costs, damages or causes of action arising out of or related to the change orders.

§ 7.2.3 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3

§ 7.3 Construction Change Directives
§ 7.3.1 A Construction Change Directive is a written order prepared by the Owner and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
   .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
   .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
   .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
   .4 As provided in Section 7.3.4.

Owner shall have the right to audit all records of Contractor and Subcontractors to verify costs for Construction Change Directive work.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:
   .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
   .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
   .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
   .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
   .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

(Paragraph Deleted)

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.
§ 7.3.10.1 The Contractor agrees that when it executes a Change Order, it waives any and all further claims for damages or time extensions for the matters contained in the Change Order and that certifies that it has been fully compensated for all aspects of the Change Order.

§ 7.4 Minor Changes in the Work
The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect’s order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect’s order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME
§ 8.1 Definitions
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion
§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 Failure by the Contractor to commence actual physical work on the Project within twenty-one (21) days from the date of Commencement, as established in the Agreement, will entitle the Owner to consider the Contractor in substantial breach of its obligations under this Contract. In this event, the Owner may terminate the Contract in accordance with the Contract documents.

§ 8.3 Delays and Extensions of Time
§ 8.3.1 Delays and Extensions of Time shall be documented and submitted to the Architect and Owner in writing no later than twenty-one (21) calendar days after the first observable or encounter of the condition. Completion time stipulated under other sections of the Contract Documents may be extended by Change Order or Construction Change Directive to provide one (1) additional work day for each full work day that the Contractor is prevented from working by reason of one or more of the following causes:

1. Unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not limited to catastrophes, acts of God, changes ordered in the Work, act or neglect of Owner or Architect or a Separate Contractor, unusual delay in deliveries, unavoidable casualties, epidemics, quarantine restrictions, strikes, or freight embargoes;

2. An unusual amount of severe weather to such an extent as to be definitely abnormal and beyond conditions that may be reasonably anticipated. For the purpose of this Contract, a total of five (5) working days per calendar month shall be anticipated as “normally bad or severe weather,” and such time will not be considered justification for an extension of time. Weather related time extensions

shall be determined on a monthly basis upon proper notification. The five (5) days each month shall not be aggregated for the entire project for the purpose of determining weather related time extensions.

3. Stoppage of work ordered by Owner or Architect for reasons over which Contractor has no control.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.2.1 Claims for extensions of construction time due to adverse weather conditions shall include the U.S. Weather Bureau Climatological Reports for the months involved plus a report indicating the average precipitation, temperature, etc., for the past 5 years from the nearest reporting station. The 5-year average will determine the number of adverse weather days which the Contractor would normally expect to encounter. Extensions of time may be requested for any month of construction for days lost, which affects the critical path of construction, due to adverse weather in excess of the expected lost time. It is responsibility of the Contractor to maintain a Project daily weather log and to obtain the verification and initials of the Architect’s representative on a monthly basis. The Contractor shall transmit these logs and 5-year weather data averages to the Architect monthly. All claims for weather delay shall be reported within 30 days of the incident which affected the critical path. The Architect will make weather delay determinations by comparing verified Contractor’s logs with the 5-year averages over the duration of the Project. All approved weather delays will be reported to the Contractor and to the Owner and shall be accumulated and granted in 1 or more Change Order. Contract time shall not be shortened by weather conditions which are more advantageous than had been predicted.

§ 8.3.2.2 Extensions of time shall be Contractor’s sole remedy for delay unless the same shall have been caused by acts constituting intentional interference by the Owner with Contractor’s performance of the work and where and to the extent that such acts continue after Contractor’s notice to Owner of such interference. Owner’s exercise of any of its rights under Article 12 CORRECTION OF WORK regardless of the extent of number of such changes, or Owner’s exercise of any correction or re-execution of any defective work, shall not under any circumstances by construed as intentional interference with Contractor’s performance of the Work.

§ 8.3.2.3 Extensions of Contract Time due to unusual adverse weather conditions may, at the sole discretion of the Owner, entitle the Contractor to claims for cost due to extended project overhead.

§ 8.3.2.4 No claims for extension of time will be considered when based on delays caused by conditions existing at the time bids or proposals were received, and of which the Contractor might be reasonably expected to have knowledge at the time of bidding or proposing, or upon delays caused by failure on the part of the Contractor to anticipate properly the reasonable requirements of the Work contracted for as to materials, labor and equipment. The parties acknowledge that the Contractor has performed no invasive or destructive testing of the conditions existing at the time bids or proposals were received, the Contractor has made a visual inspection of the existing conditions, and the Contractor acknowledges that it knows of no claims for extension of time, delay or additional costs that are due or pending as a result of any concealed or other site conditions existing as of the date of this Agreement.

§ 8.3.2.5 No claims for extension of time will be considered when based on delays caused by conditions existing at the time bids were received, and of which the Contractor might be reasonably expected to have full knowledge at the time of bidding, or upon delays caused by failure on the part of the Contractor to anticipate properly the requirements of the work contracted for as to materials, labor and equipment. All claims for extension of time shall be made in writing to the Architect with the next application for payment or within twenty-one (21) calendar days; otherwise, they shall be waived.

§ 8.3.2.7 Completion date stipulated under other sections of the Contract Documents may be extended by Change Order to compensate for additional work that may be ordered by Owner, provided such work is over and beyond scope of work covered by original Contract and is of such nature as to materially affect date of completion.

§ 8.3.2.8 Damages for time extensions caused by additional work or the Owner’s failure to perform its obligations shall be limited to a pro-rata portion of the Contractor’s average Monthly General Conditions Costs. Under no circumstances shall Contractor be entitled to recover delay damages for weather or force majeure events.

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User Notes: (SB9ADA42)
§ 8.3.3 The Contractor shall, within twenty-one (21) days after the beginning of such delay notify the Owner and Architect, in writing, of the causes of the delay. The Architect will then ascertain the facts and extent of delay, and notify the Contractor within twenty-one (21) days of the Owner’s decision in this matter. Notice of delay and requests for extension of time shall set forth the cause, and number of additional working days Contractor desires Contract extended.

§ 8.3.4 No claims for extension of time will be considered when based on delays caused by conditions existing at the time bids were received, and of which the Contractor might have been reasonably expected to have full knowledge at the time of bidding, or upon delays caused by failure on the part of the Contractor to anticipate properly the requirements of the work contracted for as to materials, labor and equipment. All claims for extensions of time shall be made in writing to the Architect with the next application for payment or within twenty-one (21) calendar days; otherwise, they shall be waived.

§ 8.3.5 The Completion date stipulated under other sections of the Contract Documents may be extended by Change Order to compensate for additional work that may be ordered by Owner, provided such work is over and beyond the scope of work covered by the original Contract and is of such nature as to materially affect the date of completion.

§ 8.3.6 Damages for time extensions caused by additional work or the Owner’s failure to perform its obligations shall be limited to a pro-rata portion of the Contractor’s average Monthly General Condition Costs. Under no circumstances shall Contractor be entitled to recover delay damages for weather or force majeure events.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum
§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values
Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared within thirty (30) calendar days in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s subsequent Applications for Payment. Any schedule of values that fails to include sufficient detail, is unbalanced, or exhibits “front-loading” of the value of the Work, shall be rejected. If either the schedule of value had been initially approved and subsequently used, but later was found to be improper for any reason, then sufficient funds shall be withheld from future Pay Applications to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

§ 9.3 Applications for Payment
§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor’s right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.
§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Until the Work is fifty percent (50%) complete, the Architect shall authorize, with Concurrence of the Owner, ninety percent (90%) of the amount due to the Contractor on account of progress payments. At the time the Work is fifty percent (50%) complete and thereafter, the Architect with the Concurrence of the Owner, may authorize ninety-five percent (95%) of the amount due to the Contractor on account of progress payments. Reduction of retainerage shall be at the sole discretion of the Owner. Retainerage shall continue until Final Completion and Final Payment.

§ 9.3.1.4 The Owner may elect to reinstate the full Contract retainerage if the manner of completion of the Work and its progress do not remain satisfactory to the Architect or if the Surety withholds or revokes its consent, or for other good and sufficient reasons.

§ 9.3.1.5 The Owner will not consider a reduction of retainerage below five percent (5%) of the total contract amount until all record drawings, guarantees, and operation and maintenance manuals have been submitted to the Architect as required by the specifications and are found to be acceptable by the Architect.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner’s title to such materials and equipment or otherwise protect the Owner’s interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor’s knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 In addition to requirements stated elsewhere, each Application for Payment shall be accompanied with the following:


§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor’s Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect’s reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect’s reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect’s evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect’s knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed...
construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect’s opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect’s opinion to protect the Owner from loss for which the Contractor may be responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner, a Separate Contractor, visitor or any other person or entity on the project limits;
.6 reasonable evidence that the Work may not be completed within the Contract Time, and that the unpaid balance may not be adequate to cover actual or liquidated damages for the anticipated delay;
.7 failure to carry out the Work in accordance with the Contract Documents;
.8 a lien of attachment is filed;
.9 failure of mechanical trade or electrical trade subcontractors to comply with mandatory requirements for maintaining record drawings. The Contractor shall check record drawings each month. Written confirmation by the Contractor that the record drawings are current will be required by the Architect before approval of the Contractor’s monthly payment application; or
.10 any breach of this agreement that may cause the Owner to incur damages.

§ 9.5.2 When either party disputes the Architect’s decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment. The Owner’s decision on whether to issue joint checks is solely for its benefit and the Owner is under no obligation to issue joint checks. If the Owner decides to issue joint checks, then all costs, including attorney fees, incurred by the Owner shall be deducted from the Contract Sum.

§ 9.5.5 Nonresidents Contractor’s attention is directed to Title 12, Chapter 8, Code of Laws of South Carolina 1976, as amended, concerning withholding tax on nonresident employees, contractors and subcontractors.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.1 Contractor shall properly disburse money received from all payments to laborers, subcontractors or materialmen in accordance with Title 29, Chapters 5 and 7 of the S.C. Code of Laws, as amended.

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§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor’s portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor’s payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney’s fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.6.9 After substantial completion, Contractor may submit progress pay applications at 30, 60, and 90 days after substantial completion. After 90 days, no other progress pay applications will be accepted and no further payment will be made until Final Payment.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within thirty (30) days after receipt of the Contractor’s Application for Payment, or if the Owner does not pay the Contractor within thirty (30) days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days’ notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use and all certificates of occupancy and all other permits or approvals necessary for the Owner to occupy and utilize the Project have been issued.
§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit the “Contractor's Request for Certificate of Substantial Completion” to the Architect and attach a comprehensive list of items to be completed or corrected prior to final payment. The list shall be submitted to the Owner through the Architect at least ten (10) days prior to the proposed inspection date. The Architect shall attach its written endorsement as to whether or not it concurs with the Contractor's statement that the Work is ready for inspection. The Architect's endorsement is merely for the convenience of the Owner and shall not relieve the Contractor of its responsibilities, nor shall the Architect's endorsement be deemed to be evidence that the Work is substantially complete and ready for inspection and testing. In the event the Architect does not concur with Contractor's request and list, the Architect shall inform the Contractor and the Contractor may then, at its sole option, (1) defer the inspection, or (2) proceed with the inspection in accordance with Section 9.8.3. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.3.1 Except with the consent of the Owner, the Architect will perform no more than two (2) inspections and then a final reinspection to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amount paid to the Architect for any additional inspections required by or because of Contractor's failure to obtain Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance of Substantial Completion of the Work and consent of surety, if required, the Owner shall make payment sufficient to increase the total payments, inclusive of retainage, to ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims, costs to complete or correct Uncompleted or Defective Work and the full amount of LiquidatedDamages. Retainage shall continue until Final Completion and Final Payment, subject to Section 9.8.6 of this document.

§ 9.8.6 When the Architect deems the project substantially complete, it shall prepare a comprehensive list of items (punch list) to be completed or corrected prior to final payment. The Architect shall provide the punch list to the Contractor and Owner. The Architect shall estimate the cost to perform each punch list item and shall withhold three times the cost to perform the punch list work. If three times the cost to perform the work is less than current retainage, the Architect shall release the difference, assuming Contractor has fulfilled all other obligations required for release of retainage, including those identified in Section 9.3.1.5.

§ 9.8.7 Delivery of the following items to the Owner in both hard copy and electronic format are conditions precedent to a finding that the project is substantially complete:

1. Occupancy permits and approvals by authorities having jurisdiction;
2. Acceptance by Owner safety representative and engineering representative;
3. Final "As-Built" drawings in PDF format provided to the Owner as provided by the Architect;
4. Complete set of specifications including all addendums in PDF format;

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5. All final field use shop drawings on material, equipment, etc., in PDF format;
6. Maintenance instructions for all items, name and address for supplier, name, address, and telephone number of persons of contact for service, all compiled and indexed in PDF format;
7. Two (2) copies of final “As-Built” drawings provided to the Owner as provided by the Architect, size of drawings to be either 24 x 36 or 30 x 42 provided to the Owner as provided by the Architect;
8. Two (2) copies of all final field use shop drawings on material, equipment, etc.;
9. Two (2) sets of maintenance instructions for all items, name and address of supplier, name, address, and telephone number of persons to contact for service, all compiled in indexed hard cover binders.

All hard copies will be submitted to the Architect who will forward them to the Owner. All electronic copies shall be delivered to Owner and Architect, in a format acceptable to both.

§ 9.3 Partial Occupancy or Use
§ 9.3.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by the public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retention, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for completion of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.3.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.3.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment
§ 9.10.1 Upon receipt of the Contractor’s notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect’s knowledge, information, and belief, and on the basis of the Architect’s on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance due to the Contractor is due and payable. The Architect’s final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor’s being entitled to final payment have been fulfilled.

§ 9.10.1.1 Except with the consent of the Owner, the Architect will perform no more than one (1) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections required by or because of Contractor’s failure to obtain Final Completion.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner’s property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers’ warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data.

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establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys’ fees.

§ 9.10.3 Final payment including retainages shall not be due until the following has been submitted and approved by the Architect. These requirements are conditions precedent to final payment:

(Paragraphs Deleted)

1. the final punch list has been completed and a copy of the list submitted showing the disposition of each item,
2. a final inspection has been conducted and all items are completed,
3. a Certificate of Substantial Completion has been properly approved and filed,
4. an affidavit has been provided that all payrolls, bills for materials and equipment, and other indebtedness conducted with the work for which the Owner or its property might in any way be responsible, have been paid for otherwise satisfied,
5. the consent of the Surety, if any, to final payment is provided,
6. Completion of Owner’s audit rights. Owner’s audit, if the Owner chooses to conduct one, must be completed within 30 days after all required documentation is received by Owner.

(Paragraphs Deleted)

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs
The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to
1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.2.1 In the event that review, inspection or other action by regulatory agencies or other parties results in the imposition of fines, fees, or other costs due to the failure of the Contractor to comply with said applicable laws, ordinances, rules, regulations and lawful orders, the Contractor shall hold harmless the Owner, the Architect, and Owner’s separate contractors, if any, from all consequences arising from the Contractor’s noncompliance.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings.
against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 Contractor, Subcontractors, and their respective agents and employees shall not be liable for any claims, damages, losses and expenses arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of Contractor, Subcontractors, or their respective agents or employees.
§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS
§ 11.1 Contractor's Insurance and Bonds
§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies acceptable to the Owner and lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents. The insurance shall protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of any motor vehicle;
7. Claims for bodily injury or property damage arising out of completed operations; and
8. Claims involving contractual liability insurance applicable to the Contractor's Indemnity obligations under Section 3.18;
9. Claims or loss excluded under a prior work endorsement or other similar exclusionary language;
10. Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language;
11. Claims related to roofing, if the Work involves roofing;
12. Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces;
13. Claims related to earth subsidence or movement, where the Work involves such hazards; and
Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ 11.1.1.1. The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work through substantial completion and for a period of eight (8) years after substantial completion of the Project. The minimum limits of liability for the following types of insurance are:

1. Workers’ Compensation, including:
   a. Workers’ Compensation Insurance - Statutory
      Disease- $500,000
      Disease-Each Employee- $100,000
   b. Employers’ Liability-Each Accident- $100,000

2. Commercial General Liability, including, Limits
   a. General Aggregate $2,000,000
   b. Products-Completed Operations-Aggregate $1,000,000
   c. Personal and Advertising Injury $1,000,000
   d. Each Occurrence $1,000,000
   e. Fire Damage (any one fire) $50,000
   f. Medical Expense (any one person) $5,000

3. Business Automobile Liability, including all Owner, Non-Owned and Hired:
   a. Combined Single Limit: $2,000,000
      OR
   b. Bodily Injury & Property Damage (each) $1,000,000
   c. Umbrella coverage (follow form) $5,000,000

4. Contractor’s Professional and Pollution Indemnity and Liability, incl.,
   a. Contractor’s Protective Professional Liability Coverage Limit (Parts A and B) $ to be determined at start of Phase 2.
   b. Contractor’s Pollution Liability - $ to be determined at start of Phase 2 each claim or loss (Part C, including Contractual Liability)
   c. Coverage Parts A, B and C - $ aggregate limit to be determined at start of Phase 2.

§ 11.1.1.2 In addition to Contractual Liability including the indemnification provision, Bodily Injury, and Property Damage coverage under both Comprehensive General and Comprehensive Automobile forms, shall include "occurrence" basis wording, which means an event, or continuous or repeated exposure to condition which unexpectedly causes injury or damage during the policy period. The Owner shall be an additional insured on the Contractor’s comprehensive general liability policy. Additional insured endorsements CG 20 10 07 04 and CG 20 37 07 04 or endorsements providing the same coverage shall be obtained to satisfy the additional insured requirements. The additional insured coverage shall be a Primary and Non-Contributory policy. Contractor shall maintain all required coverages for at least 8 years after substantial completion of the Project.

§ 11.1.1.3 Contractor shall either (a) require each of its Subcontractors to procure and maintain during the life of its Subcontract, Subcontractor Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified in this Subparagraph, or (b) insure the activities of its Subcontractors in its own policy.

§ 11.1.1.4 Certificates of insurance or AIA Document G705, latest edition, shall be filed with the Architect and Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the

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Owner, Certificates must be fully completed. Incomplete certificates shall not be accepted and commencement of work shall not start until a fully completed certificate is provided. Any delays due to incomplete certificates shall not warrant an extension of Contract Time. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required by the Contract Documents. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§11.1.1.5 If excavation is required, Contractor shall obtain underground hazard coverage in addition to other coverages required.

§ 11.1.2 Performance and Payment Bonds. The Contractor shall provide Performance and Labor and Material Payment Bonds, each in the amount of 100% of the Contract Sum.

.1 The Surety shall have, at a minimum, a “Best Rating” of “A” as stated in the most current publication of “Best’s Key Rating Guide, Property-Casualty”. In addition, the Surety shall have a minimum “Best Financial Strength Category” of “Class V” and in no case less than five (5) times the contract amount.

.2 The Performance Bond and the Payment Bond shall be made payable to the Owner.

.3 The Performance and Labor Material Payment Bonds shall:
1. be issued by a surety company licensed to do business in South Carolina; and,
2. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on behalf of the surety company; and,
3. remain in effect for a period of time not less than two (2) years following the date of Substantial Completion; and
4. display the Surety’s Bond Number. A rider including the following provisions shall be attached to each Bond stating that:
5. The Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder, and notice to the Surety of such matters is hereby waived.
6. The Surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Owner.
7. Notwithstanding the foregoing, any bonds required by this Contract shall meet the requirements of the SC Code of Laws, as amended.

§ 11.1.2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 11.1.2.2 The Contractor shall furnish the required bonds to the Owner before execution of the Contract.

§ 11.1.2.3 The Contractor shall keep the Surety informed of the progress of the Work, and, where necessary, obtain the Surety’s consent to, or waiver of:
.1 notice of changes in the Work;
.2 request for reduction or release of retention;
.3 request for final payment; and
.4 any other item required by the Surety.

The Owner may, in the Owner’s sole discretion, inform the Surety of the progress of the Work and obtain consents as necessary to protect the Owner’s rights, interest, privileges, and benefits under and pursuant to any bond issued in connection with the Work.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Property Insurance
§ 11.2.1 Owner shall purchase and maintain property insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the work and shall insure against "All Risk" and "Special Perils" including Flood and Earthquake. The deductible shall be borne by the Contractor. This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffolding, staging, towers, and forms owned or rented by the Contractor which are not intended to become part of the project. The interest of the Owner, the Contractor, Subcontractors and Sub-subcontractors in this insurance shall only be effective during the construction of the project and all rights and interest of the Contractor, Subcontractors and Sub-subcontractors in this insurance shall end upon the acceptance of the project by the Owner.

The Contractor, Subcontractors and Sub-subcontractors shall be named additional insured and the policy shall contain waivers of subrogation for the insureds. For any loss covered under this Insurance, the party(s) that caused the loss event shall be responsible for the payment of any deductible applicable to the loss.

§ 11.2.2 Any insured loss is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause.

§ 11.2.3 If the Contractor requests in writing that insurance for special hazards be included in the Property Insurance clause, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.2.4 If the Owner finds it necessary to occupy or use a portion or portions of the work prior to substantial completion thereof, such occupancy shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the Insurance company or companies providing the Property Insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

(Paragraph Deleted)

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance
The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss
§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgage clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.
§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work
§ 12.1.1 If a portion of the Work is covered contrary to the Architect’s request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect’s examination and be replaced at the Contractor’s expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor’s expense.

§ 12.2 Correction of Work
§ 12.2.1 Before Substantial Completion
The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect’s services and expenses made necessary thereby, shall be at the Contractor’s expense.

§ 12.2.2 After Substantial Completion
§ 12.2.2.1 In addition to the Contractor’s obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.1.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work
If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS
§ 13.1 Governing Law
This agreement is executed in the State of South Carolina and shall be construed in accordance with the laws of the State of South Carolina. Both parties submit their persons to the jurisdiction of the Courts for South Carolina. Exclusive venue for any action or other dispute resolution procedure brought in connection with this agreement shall be in the Court of Common Pleas for Charleston County, South Carolina.

§ 13.2 Successors and Assigns
§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies
§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections
§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection,
or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner’s expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect’s services and expenses, shall be at the Contractor’s expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest
Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT
§ 14.1 Termination by the Contractor
§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certificate as provided in Section 9.4.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days’ notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner’s obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days’ notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause
§ 14.2.1 The Owner may terminate the Contract if the Contractor
.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
.2 Accept assignment of subcontracts pursuant to Section 5.4; and
.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.2.1 The Owner shall not be required to proceed in completing the work at the lowest possible cost.

§ 14.2.2.2 The cost of finishing the work may include, but not limited to: (1) cost of labor and material, (2) additional Architectural services, (3) costs of advertising or bidding, (4) attorneys' fees, (5) administrative costs, and (6) all other costs or expenses directly or indirectly relating to the termination.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract. In exercising Owner's right to secure completion of the Work under any of the provisions hereof, the Owner shall have the right to exercise Owner's sole discretion as to the manner, methods and reasonableness of costs of completing the Work. However, the Owner is under a continuing obligation when exercising its rights to secure completion of the work to mitigate its damages, and this provision in no way is intended to alter that obligation.

§ 14.2.5 The rights of the Owner to suspend or terminate as herein provided shall be cumulative and not exclusive and shall be in addition to any other remedy provided by law.

§ 14.3 Suspension by the Owner for Convenience
§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:
.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience
§ 14.4.1 The performance of Work under this contract may be terminated by the Owner in whole, or from time to time in part, whenever the Owner shall determine that such termination is in the best interest of the Owner. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Work under the contract is terminated, and the date upon which such termination becomes effective.

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§ 14.4.2
After receipt of Notice of Termination, the Contractor shall stop Work under the contract on the date and to the extent specified in the Notice of Termination.

§ 14.4.3 The Contractor and the Owner shall agree upon the whole or any part of the amount or amounts to be paid to the Contractor:

- by reason of the total or partial termination of the Work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on Work performed, but in no event shall Contractor be allowed payment or recovery of any kind for overhead, profit or damages connected to or arising out of Work not performed. Provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated, the Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(Paragraph Deleted)

§ 14.4.4 Termination by the Owner for convenience does not relieve the Contractor from responsibility for liquidated damages that may have accrued prior to the date of termination.

§ 14.5 Other

§ 14.5.1 Termination of the Agreement by either party for any reason, whether for cause or for convenience, shall not relieve the parties of any obligation theretofore accorded under this Agreement. Without limiting the foregoing sentence, the following provisions (as amended, if amended) of the Contract Documents shall survive termination for whatever reason, expiration of the Agreement or completion of the Agreement:

1. 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service;
2. 3.5 Warranty
3. 3.17 Royalties, Patents and Copyrights
4. 3.18 Indemnification
5. 11.0 Insurance and Bonds
6. 12.0 Correction of Work
7. 13.1 Governing Law
8. 13.3 Rights and Remedies
9. 6.1.6 of A133 – 2019, Liquidated Damages
10. Contractor’s obligation to furnish Owner with OEM Manuals, Warranties, Closeout Documents, As-Builts, etc. related to work completed by Contractor at the time of termination, expiration or completion of the Agreement.
11. Owner’s right to Audit Contractor’s records.

The foregoing provisions are listed for reference purposes and are not intended to be a complete listing of all provisions and terms that shall survive termination, expiration or completion of the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition
A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term “Claim” also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims
The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.
§ 15.1.3 Notice of Claims
§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party with a copy sent to the Architect. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party.

§ 15.1.4 Continuing Contract Performance
§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with any agreement on a claim reached by the Owner and Contractor. The Architect will issue Certificates for Payment in accordance with the agreement.

§ 15.1.5 Claims for Additional Cost
If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time
§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor’s Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.6.3 Claims for increases in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days’ increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due solely to the fault of the Contractor.

§ 15.1.7 Waiver of Claims for Consequential Damages
The Contractor and the Owner waive consequential damages claims, disputes or other matters in question arising out of or relating to this Agreement; except, however, Owner does not waive claims against Contractor for any consequential damage (1) to the extent such consequential damage claims, in aggregate, do not exceed $100,000 and/or (2) to the extent such consequential damage claims are insured by any insurance provided pursuant to this Agreement and/or relating to the Project.
This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2
Claim Notice to Surety

(Paragraphs Deleted)

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor’s default, the Owner may, but is not obligated to, notify the surety and request the surety’s assistance in resolving the controversy.

(Paragraph Deleted)

§ 15.3 Mediation
§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4 and 15.1.7, may be resolved by mediation between the parties. A request for mediation shall be made in writing, delivered to the other party to the Contract, and submitted to the person or entity administering the mediation.

(Paragraph Deleted)

§ 15.3.4 The parties shall share the mediator’s fee and any filing fees, if any, equally. The mediation shall be held in the County where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
City of Charleston
Bid Form

BID SUBMITTED BY: Name: Truluck Construction, Inc.
Address: 1012-A St. Andrews Blvd.
Charleston, SC 29407

FOR PROJECT: CP-1413
(NumberOf Project)
West Ashley Greenway - Long Creek Bridge Replacement
(Name of Project)

OFFER

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

2. Bidder has submitted Bid Security as follows in the amount and form requested by the Bidding Documents:

[X] Bid Bond with Power of Attorney
[ ] Cashier’s Check

(Bidder check one)

3. Bidder, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related information and data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.

4. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:
ADDENDUM No.(s) Ad. 1 dated 5-17-22 and Ad. 2 dated 5-19-22

5. Bidder acknowledges that neither the Owner nor any of its employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project cancelled for any reason prior to the issuance of the Notice to Proceed.

6. By submitting this Bid, Bidder hereby agrees to all of the terms and conditions of the Invitation for Construction Bids and to all of the terms and conditions of the Instructions to Bidders. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner. Bidder understands that Bid Alternates that are not accepted in an initial award shall remain open for acceptance for the entire period set above and for such longer period as requested by Owner and agreed to by Bidder.

7. Bidder herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the construction work in accordance with the Bidding Documents.
7.1 BASE BID: $396,304.00

Written: Three hundred ninety six thousand three hundred and four dollars

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

<table>
<thead>
<tr>
<th>ALTERNATE NO. 1:</th>
<th>N/A</th>
<th>ADD/DEDUCT $__________ (to or from BASE BID)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ALTERNATE NO. 2:</td>
<td>N/A</td>
<td>ADD/DEDUCT $N/A (to or from BASE BID)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ALTERNATE NO. 3:</td>
<td>N/A</td>
<td>ADD/DEDUCT $N/A (to or from BASE BID)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>NO.</th>
<th>ITEM</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Asphalt Paving, 2.0&quot;, incl. new 4&quot; SABC base per detail (per SY)</td>
<td>$32.00</td>
</tr>
<tr>
<td>2</td>
<td>Safety Barrier per detail (7 LF increment, including one post and two rails)</td>
<td>$250.00</td>
</tr>
<tr>
<td>3</td>
<td>Wood bollards per detail (each)</td>
<td>$600.00</td>
</tr>
</tbody>
</table>
8. BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: 46-4690166
OR
SOCIAL SECURITY NUMBER: 

9. CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

AP, GD, HI, WL, BD, CP, MR  
(Classification)  
G 118545  
(Subclassification)  
G 118545  
(Limitations)  

(SC Contractor's License Number)  

G 118545  
(SC Contractor's Marine License Number)  

SIGNATURE

(Legal Name of Person, Firm or Corporation Submitting Bid)

Rawlins Lowndes  
(BY (Signature)  
General Manager  
(Title)  
5-26-22  
(Date)  
843-766-5571  
(Phone)
MWBE Compliance Provisions and Instructions Minority/Women Business Enterprise Program Forms

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

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

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

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

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

COMPLIANCE REQUIREMENTS:

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


AND

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

OR

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

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

Name of Company: Truluck Construction, Inc.

Signature ___________________________ 5-26-22 ___________________________

Rawlins Lowndes Date General Manager

Print Name ___________________________

Witness ___________________________

Revision 07-20-2011
CP-1413 West Ashley Greenway - Long Creek Bridge Replacement

AFFIDAVIT A
Page 1 of 2

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

Affidavit of Truluck Construction, Inc.

I have made a good faith effort to comply with the City of Charleston’s MWBE compliance provisions under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

☒ 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. Complete Affidavit A, Page 2.

☒ 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.

☒ 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.

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

☒ 5. Attended any pre-solicitation meetings scheduled by the City.

☒ 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

☒ 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)

☐ 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder’s suppliers in order to help such businesses in establishing credit.

☐ 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.

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

☒ 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

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

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

Date: 5-26-22 Name of Authorized Officer (Print/Type): Rawlins Lowndes

Signature: __________________________ Title: General Manager
City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts
(Use as many sheets as necessary)

1. Truluck Construction, Inc., hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Services - Chad Bailey</td>
<td>2422 Pleasant Garden Way, Charleston, SC 29414</td>
</tr>
<tr>
<td>Minority Firm Telephone Number 843-297-1180</td>
<td>Minority Group Type</td>
</tr>
<tr>
<td>Minority Firm Fax Number N/A</td>
<td>□ (African American)</td>
</tr>
<tr>
<td>DBE Certification Number 484226, 238110</td>
<td>□ (Asian American)</td>
</tr>
<tr>
<td></td>
<td>□ (American Indian)</td>
</tr>
<tr>
<td></td>
<td>□ (Women)</td>
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<td></td>
<td>□ (Hispanic)</td>
</tr>
<tr>
<td></td>
<td>□ (Other)</td>
</tr>
<tr>
<td></td>
<td>□ Follow up Verification</td>
</tr>
</tbody>
</table>

2. Minority Firm Name and Contact
Southern Concrete & Construction, Inc. - Kelly Boulware

<table>
<thead>
<tr>
<th>Minority Firm Telephone Number 843-367-0992</th>
<th>Minority Group Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Firm Fax Number N/A</td>
<td>□ (African American)</td>
</tr>
<tr>
<td>DBE Certification Number 03-121315-200</td>
<td>□ (Asian American)</td>
</tr>
<tr>
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<td>□ (American Indian)</td>
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<td>□ (Other)</td>
</tr>
<tr>
<td></td>
<td>□ Follow up Verification</td>
</tr>
</tbody>
</table>

3. Minority Firm Name and Contact

<table>
<thead>
<tr>
<th>Minority Firm Telephone Number 843-556-8784</th>
<th>Minority Group Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Firm Fax Number N/A</td>
<td>□ (African American)</td>
</tr>
<tr>
<td>DBE Certification Number 01-062921-350</td>
<td>□ (Asian American)</td>
</tr>
<tr>
<td></td>
<td>□ (American Indian)</td>
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<td>□ (Women)</td>
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<td>□ (Hispanic)</td>
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<td>□ (Other)</td>
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<tr>
<td></td>
<td>□ Follow up Verification</td>
</tr>
</tbody>
</table>

4. Minority Firm Name and Contact

<table>
<thead>
<tr>
<th>Minority Firm Telephone Number</th>
<th>Minority Group Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Firm Fax Number</td>
<td>□ (African American)</td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td>□ (Asian American)</td>
</tr>
<tr>
<td></td>
<td>□ (American Indian)</td>
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<tr>
<td></td>
<td>□ (Women)</td>
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<td>□ (Hispanic)</td>
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<td></td>
<td>□ (Other)</td>
</tr>
<tr>
<td></td>
<td>□ Follow up Verification</td>
</tr>
</tbody>
</table>

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

Date: 5-26-22 Name of Authorized Officer (Print/Type): Rawlins Lowndes

Sworn to before me this 26th day of May, 2022

Notary Public for the State of South Carolina
My Commission Expires: 10-28-23
Print Name: Tina B. Richburg
Phone Number: 843-766-5571
Address: PO Box 32219 Charleston, SC 29414

CP-1413 West Ashley Greenway - Long Creek Bridge Replacement

AFFIDAVIT B

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

Affidavit of Truluck Construction, Inc. I hereby certify that on the
(Name of Bidder)
West Ashley Greenway - Long Creek Bridge Replacement, Total Project Amount $396,304.00
(Project Name)

I will make a good faith effort to expend a minimum of 7.78% of the total dollar amount of the Contract
with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as
subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to
the following businesses listed below:

(Attach additional sheets if needed)

<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>Executive Services 843-297-1180</td>
<td>B</td>
<td>Trucking</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>Southern Concrete 843-567-0992</td>
<td>W</td>
<td>Concrete</td>
<td>$16,850.00</td>
</tr>
<tr>
<td>W. Frazier Construction, Inc. 843-556-8784</td>
<td>B</td>
<td>Trucking</td>
<td>$6,500.00</td>
</tr>
</tbody>
</table>

Total MBE Participation: 7.78% $30,850.00

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

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

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

Date: 5-26-22 Name of Authorized Officer (Print/Type): Rawlins Lowndes

Signature: _______________________________
Title: General Manager

Sworn to before me this 24th day of May, 2022
My Commission Expires: 6-28-23
Print Name: Tina B. Richburg
Phone Number: 843-706-5571
Address: PO Box 32219
Charleston, SC 29417

4/28/2011 Notary Public for the State of SOUTH CAROLINA
Notary Seal:

Page 3 of 4
CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

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

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

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

BUSINESS NAME: Truluck Construction, Inc.
CHARLESTON STREET ADDRESS: 1012-A St. Andrews Blvd., Charleston, SC 29407

SIGNATURE: \\

By: Rawlins Lowndes (Print Name)
TITLE: General Manager

Sworn to and subscribed before me at Charleston, South Carolina this 22nd day of May 2022.

Notary Public for South Carolina
My Commission Expires 06-28-2023

City of Charleston Local Vendor Recognition Affidavit 3-12-2013
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Mallary Scheer, Assistant Corporation Counsel DEPT. Legal Department
SUBJECT: Signal Contract Modification
REQUEST: Modification #1 to the Agreement between the South Carolina Department of Transportation and the City. Contract is being amended to add additional funding to allow the City to maintain additional SCDOT signal locations.

COMMITTEE OF COUNCIL: Ways and Means DATE: June 14, 2022

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

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td></td>
<td></td>
<td>Robert Somerville, Director</td>
<td></td>
</tr>
<tr>
<td>Traffic and Transportation</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FUNDING: Was funding previously approved? Yes □ No □ N/A □
If yes, provide the following: Dept./Div.: Account #: Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC’s Office? Yes □ No □ N/A □

NEED: Identify any critical time constraint(s).

CFO’s Signature: , Deputy CFO for Amy Wharton, CFO

FISCAL IMPACT:

Mayor’s Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
MODIFICATION NUMBER 1
TO THE
AGREEMENT BETWEEN
THE SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF CHARLESTON

This MODIFICATION NUMBER 1 is made and entered into this ___ day of __________,____, by and between the City of Charleston (hereinafter referred to as the “LOCAL AGENCY”) and the South Carolina Department of Transportation (hereinafter referred to as “SCDOT”) (collectively “the Parties”).

WITNESSETH THAT:

WHEREAS, on April 1, 2021, the Parties hereto entered into an AGREEMENT, TRA-5-21 for the maintenance, construction, and construction inspection of stop-and-go traffic signals, flashing beacons, and signal communications network in Charleston County; and

WHEREAS, SCDOT allows qualified local governments to maintain SCDOT-owned signals on these roadways within and adjacent to the local government’s limits; and

WHEREAS, the List of Locations and Device Types included in the AGREEMENT has changed and the Parties to the AGREEMENT desire to incorporate these changes into the AGREEMENT and make the appropriate adjustment to the funding, if any; and

WHEREAS, the LOCAL AGENCY and SCDOT have agreed to work together to implement the hereinafter described MODIFICATION NUMBER 1;

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the Parties hereto as set forth herein, SCDOT and the LOCAL AGENCY do hereby agree as follows:

I. PERIOD OF AGREEMENT:

The changes contained in this MODIFICATION NUMBER 1 shall be effective on the date of its execution, and the term covered by this MODIFICATION NUMBER 1 is 4/1/2022 through 3/31/2023.

II. SECTION VII, FUNDING:

SECTION VII, FUNDING, of the Original Agreement is being modified to reflect a revision in the maximum annual funding from $475,650.00 to $478,150.00 as indicated below. This revision in funding is as a result of revising locations and/or devices on the list the LOCAL AGENCY is responsible for maintaining under the AGREEMENT.
A. Subsection VII. a) is modified to read as follows:

   a) SCDOT's maximum annual funding for this PROJECT is $478,150.00 (base funding + engineering allowance + equipment upgrade allowance). This funding is derived from the inventory of signal locations listed in Exhibit E and the funding schedule in Exhibit D.

B. Subsection VII. d) is modified to read as follows:

   d) SCDOT's base funding for the PROJECT is $416,350.00 for maintenance, operations, and construction inspection. The base funding is derived from the inventory of signal locations listed in Exhibit E and using the funding schedule in Exhibit D.

C. Subsection VII. d) 1. is modified to read as follows:

   1. One half of the base funding ($208,175.00) is to be paid in a lump sum payment to compensate for general costs associated with maintaining the signal locations covered by this AGREEMENT.

   2. The remaining half of the base funding ($208,175.00) is available as a maintenance allowance for repair services, signal equipment, or training required to maintain the signal locations covered by this AGREEMENT. At least 25% of the maintenance allowance must be reserved for vehicle detection. The percentage can be reduced provided all locations have been inspected and all needed repairs have been completed. The LOCAL AGENCY may request SCDOT's approval of a reduction in the percentage of the reimbursement funding set aside for vehicle detection only during the final quarter of the agreement term. This is further defined in Section VII. MAINTENANCE ALLOWANCE of Exhibit A.

2. Subsection VII. e) is modified to read as follows:

   e) SCDOT will compensate the LOCAL AGENCY for Traffic Engineering activities, up to $20,600.00, for signal locations covered by this AGREEMENT. These activities include signal plan preparation, timing studies, Synchro analyses, signal needs studies, safety reviews, traffic impact analyses, and project management. Payment will be computed per the Engineering Reimbursement schedule contained in Exhibit D. This is further defined in Section IX. ENGINEERING ALLOWANCE of Exhibit A.

3. Subsection VII. f) is modified to read as follows:

   t) SCDOT will reimburse the LOCAL AGENCY for equipment upgrades, up to $41,200.00, for signal locations covered by this AGREEMENT. This funding shall be
used to upgrade aging equipment, prior to failure, with the intent of improving functionality and/or increasing the operable time until a full signal rebuild is required or can be scheduled. Equipment upgrades should be planned/scheduled in consideration of signal rebuilds scheduled by the District in order to maximize equipment operability at all locations covered by this AGREEMENT. This is further defined in Section X. EQUIPMENT UPGRADE ALLOWANCE of Exhibit A.

III. EXHIBIT E:

The List of Locations and Device Types the Local Agency is responsible for maintaining has been revised and the additional locations have been added to Exhibit E. Therefore, Exhibit E of this AGREEMENT is hereby revised and replaced by the Exhibit E titled “SCDOT 2021-2024 Signal Maintenance Agreement List” attached to this MODIFICATION NUMBER 1. The revised and updated Exhibit E is incorporated and made a part of the AGREEMENT between the Parties.

IV. GENERAL:

All other terms and conditions of the AGREEMENT not modified or changed by this MODIFICATION NUMBER 1 shall remain in full force and effect.
IN WITNESS WHEREOF, the Parties have caused this MODIFICATION NUMBER 1 to be executed on their behalf.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Witness

By: ____________________________
    (Signature)

Title: ____________________________

CITY OF CHARLESTON

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

By: Deputy Secretary for Finance & Administration or Designee

RECOMMENDED BY:

[Signature]

12 APR 22
Deputy Secretary for Engineering or Designee

REVIEWED BY:

[Signature]

Director of Traffic Engineering
EXHIBIT E

LOCATIONS INCLUDED IN THIS AGREEMENT
# SCDOT 2022-2023 Signal Maintenance Agreement List

**Maintaining Agency:** Charleston

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<th>Route1</th>
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## SCDOT 2022-2023 Signal Maintenance Agreement List

**Maintaining Agency:** Charleston

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<tr>
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<td>Courtenay @ Charleston Center Dr. Partial removal flasher system due to construction of hospital.</td>
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## SCDOT 2022-2023 Signal Maintenance Agreement List

**Maintaining Agency:** Charleston

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<tr>
<th>Custom Id</th>
<th>Route1</th>
<th>Route2</th>
<th>Comment</th>
<th>Flashers</th>
<th>Signals</th>
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### SCDOT 2022-2023 Signal Maintenance Agreement List

**Maintaining Agency:** Charleston

<table>
<thead>
<tr>
<th>Custom Id</th>
<th>Route1</th>
<th>Route2</th>
<th>Comment</th>
<th>Flashers</th>
<th>School</th>
<th>Signals</th>
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<td>187</td>
<td>228</td>
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- Total Number of Flashers: * $100: $7,600.00
- Total Number of School Flashers: * $125: $2,125.00
- Total Number of Stop and Go Signals: * $900: $185,400.00
- Total Number of Signals in Systems: * $525: $98,175.00
- Total Flashers w/ Electronic: * $225 - Total Signals w/ Electronic: * $575: $123,050.00
- Total Base Amount: $416,350.00
- Engineering Allowance: $20,000.00
- Equipment Upgrade Allowance: $41,200.00
- **Total:** $478,150.00

**Summary for Charleston (257 location records)**
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Amy Wharton, CFO
DEPT. BFRC
SUBJECT: AMERICAN RESCUE PLAN ACT (ARPA) FUNDS ALLOCATION
REQUEST: Approval to allocate an additional $2,950,000 in ARPA funds to specific projects/services as recommended by the Ad Hoc Budget Advisory Committee at their meeting on 5/26/22. (See detail attached).

COMMITTEE OF COUNCIL: Ways & Means DATE: June 22, 2022

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

Corporate Counsel N/A
Cap. Proj. Cmte. Chair

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

If yes, provide the source of funds

Balance Available $6,062,686.57 Amount needed for this item $2,950,000

NEED: Identify any critical time constraint(s).

CFO Signature: Amy Wharton

FISCAL IMPACT: Formal appropriation of these funds will come in a future budget amendment.

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (THROUGH CFO/BUDGET DIRECTOR) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE AGENDA MEETING.
<table>
<thead>
<tr>
<th>AMERICAN RESCUE PLAN ACT (ARPA) FUNDS</th>
<th>Allocation</th>
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<tbody>
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<td>Amount</td>
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<td>Repeal of the property tax increase</td>
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<td>Accommodations Tax and Community Assistance Grantees (2020 Applicants)</td>
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<td>Drainage and Affordable Housing transfers</td>
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<td>Bonuses to employees in lieu the COLA we could not fund</td>
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<td>Grants to non-profit agencies</td>
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<td>2022 Budgeted Items</td>
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<td>Grants to Non-profit Agencies</td>
<td>400,000.00</td>
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<tr>
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<td><strong>Previously Allocated Amount</strong></td>
</tr>
</tbody>
</table>

**Additional ARPA Allocation**

Police Technology, Cameras and Other | 1,000,000.00
Sidewalk Improvements | 1,000,000.00
Recreation Ballfield Improvements | 150,000.00
Urban Forestry (Tree Pruning) | 100,000.00
Additional Water Plan | 500,000.00
Rosemont Plan | 200,000.00

**Additional Allocation** | 2,950,000.00

**First Tranche** | 10,546,427.50
**Second Tranche** | 10,546,427.50
**Total ARPA Amount** | 21,092,855.00

**Previously Allocated** | 15,030,168.43
**Additional Request** | 2,950,000.00

**ARPA Balance** | **3,112,686.57**
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Laurie C. Yarbrough DEPT. Recreation
SUBJECT: SUMMER FOOD SERVICE PROGRAM
REQUEST: Authorization for approval to submit a grant application to offer the USDA Summer Food Service Program. The Effective date will be June 6th, 2022. Funding is provided through the SC Department of Education to the City of Charleston as the local sponsoring agency.

COMMITTEE OF COUNCIL: W&M DATE: June 21, 2022

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

Corporate Counsel Yes N/A Signature of Individual Contacted Attachment
Cap. Proj. Cmte. Chair
Dir. of Recreation X
Grants Manager X

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

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

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

NEED: Identify any critical time constraint(s).

Due to time constraints this grant was submitted on May 26, 2022

CFO's Signature: Mattie, Dept. CFO For Amy Whitt, CFO

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
2022 Application for City of Charleston
Sponsor BF-6337

General Information
Sponsor Name
City of Charleston

Sponsor Address
823 Meeting St.
Charleston, SC 29403-3108

County Code
10 (Charleston)

DUNS Number
077900766

SCEB Vendor Number
7900142182

SAM Expiration Date
11/08/2022

Federal ID
ST-5000228

Sponsor Type
Government Entity (state, local, municipal, or county)

Other USDA Programs
No other USDA programs

Prior Participation
Yes (renewal application)
2021 SC 6337

Operations
Program Start Date
Monday, June 6, 2022

Program End Date
Friday, August 5, 2022

Administrative Trainers
Stanley Newton

Site Trainers
Stanley Newton

https://appportal.ed.sc.gov/l5-w-68747470733a2dafa17670312e85582a73832e878f7885/357575/scfaYear=2022

1/5
Sponsor Application - Review - Summer Break Cafe - South Carolina Department of Education

08/30/2022
Monitor Training Dates
09/31/2022
Site Personnel Training Dates
08/09/2022
Meal Preparation Type
Vended ONLY (no self-serve sites)

Charleston County Schools — Vendor
TIN (Taxpayer Identification Number) 87-0000222
DHEC Permit 10-205-02382
3988 Bridge View Drive
North Charleston SC 29405
Contact: Jeremy Tunstill 843-748-1378

Meal Preparation Location
Not applicable to vended-only sponsors.
No central kitchens are listed.

Questionnaire
Does the applicant provide a year-round public service to the area in which they intend to operate USDA
Yes
Sports programs year round, all works are paid

Does the applicant plan to provide meals during an unanticipated school closure?
No

Has applicant managed or administered any community food service program(s) including the Summer Food Service Program?
Yes

Was applicant ever terminated from any child nutrition program?
No

Was the applicant declared seriously deficient during their most recent sponsor administrative review of any child nutrition program?
No

List names of other federal agencies providing assistance to the applicant organization.
(No agencies listed.)

Has the applicant ever been found to be in noncompliance with regard to Civil Rights regulations for any of the agencies listed above?
No

Ethnic Demographics
Hispanic: 10.00%  Non-Hispanic: 90.00%

Racial Demographics
White: 20.00%
African-American: 70.00%
Native American: 0.00%
Asian: 0.00%
Other: 10.00%

What efforts will be used to assure that minority populations have equal opportunity to participate?
Paid or free advertisements in local newspapers
Personal contact with community groups and/or parents
Public service announcements in local newspapers
Public service announcements on radio
Public service announcements on television

https://appports.led.sc.gov/f5-w-6674747073a2e2f17070312e65642a73832e678f76$8/appsf/app/SponsorReview?entityCode=63571&fiscalYear=2022 2/5
Do these efforts also reflect methods used to assure minority and
greenroots organizations participate in the program as required by program
regulations?
Yes

Is your organization faith-based or affiliated with a church?
No

Multi-State Operations
No (no out-of-state operations)

Does the local affiliate send money from the non-profit food service account
or money from the SFP to the parent organization?
No

Budget

Director SFP — 1 PT position(s)
$21.23/hr x 8.00 hrs/day x 84 days each
Total Salary: $18,862.78
Total Fringe Benefits: $2,741.00
Total Compensation: $21,603.78
Duties: attend all meetings related to SFP
Names: Stanley Newton

Monitor — 1 PT position(s)
$13.00/hr x 4.00 hrs/day x 11 days each
Total Salary: $572.00
Total Fringe Benefits: $0.00
Total Compensation: $572.00
Duties: all day reports
Names: Virginia Thomas

Projected Administrative Costs —
Total: $13,610.76 projected

<table>
<thead>
<tr>
<th>Category</th>
<th>Prior</th>
<th>Projected</th>
<th>BCDE Approved</th>
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<tr>
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<td>Rent for Office Space</td>
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<tr>
<td>Office Supplies</td>
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<tr>
<td>Administrative Supplies</td>
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<tr>
<td>Audit Fees</td>
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<tr>
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<td>Printing/Copying</td>
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Projected Operational Costs —
Total: $48,572.00 projected

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<td>Food Service Labor/Fringe Benefits</td>
<td>$0.00</td>
<td>$572.00</td>
<td>$572.00</td>
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<tr>
<td>Food</td>
<td>$24,552.00</td>
<td>$48,400.00</td>
<td>$48,400.00</td>
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<tr>
<td>Supplies</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Transportation of Food</td>
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<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Utilities</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Equipment Rent</td>
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</tr>
<tr>
<td>Advertising</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Federal Audit
Audit required, no findings

Contacts

Official Authorized Representative
Director SFP Stanley Newton
04/25/1980
7 Charity Drive
Charleston SC 29407
843-630-4917
sanphotography@aol.com

https://appportal.ed.sc.gov/f5-w-96747470733a221b17070312e55f526e73e7e78478668$s/app/sfp/Sponsor/Review?entityCode=6357fiscalYear=2022
Documents

Administrative personnel training agenda
Monitor_2022.pdf

Staff personnel training agenda
Staff_Training_2022.pdf

Menu
Summer_Menu_Calendar_2022.pdf

Press release certification (else WITHOUT income limits)
SFP_NP_and_TV.pdf

Press release certification (else WITH income limits)

List of board members
Board_Members_2022.pdf

Meal count procedures
Meal_Count_Procedures_2022.pdf

Corrective action procedures
CORRECTIVE_ACTIONS.pdf

Form W-8
W-8_Signed_In_2022.pdf

Annual year-end non-profit status form
Summer_Feeding_Program_Annual_Year-End_Summary_for_2021.pdf

Projected budget expense detail report
SBC_Sample_Budget_New_2.pdf

Letter of authorization

Vendor contract (or agreement with school district)
CONTRACT_2022.pdf

List of vendor locations

Statement of procurement standards
Summer_Break_Cafe_Procurement_Plan_2022.pdf

A-133 audit report
A-133_Audit_Corrective_Action_Plan_FY2022.pdf

Free meal policy statement
Meal_Policy_2022.pdf

Training verification
S_Training_2022.pdf

Monitoring schedule

Additional sponsor document 1
Summer_Feeding_City_Council_June_18_2021.pdf
TO: John J. Tecklenburg, Mayor
FROM: Laurie C. Yarbrough
DEPT. Recreation
SUBJECT: SUMMER FOOD SERVICE PROGRAM
REQUEST: Approve the contract between the City of Charleston and the Charleston County School District in the amount of $48,400 to purchase meals to be served during the summer for children who participate in the school free/reduced lunch program. Funding provided through the SC Department of Education to the City of Charleston as the local sponsoring agency.

COMMITTEE OF COUNCIL: W&M
DATE: June 21, 2022

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

Corporate Counsel
Cap. Proj. Cmte. Chair
Dir. of Recreation
Grant Compliance Mgr.

Yes ☐ N/A ☐ Signature of Individual Contacted
Attachment ☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐
If yes, provide the following:
Dept./Div.: Account #: Balance in Account ______ Amount needed for this item ______

Does this document need to be recorded at the BMC’s Office? Yes ☐ No ☐ X

NEED: Identify any critical time constraint(s).
Due to time constraints this was submitted as part of the Summer Feeding application process. This program commenced on June 6th and ends on August 5th 2022.

CFO’s Signature: ____________________________
FISCAL IMPACT:

Mayor’s Signature: ____________________________

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

SECTION A
This document sets forth the terms and conditions applicable to the procurement of Summer Food Service Meals. This contract was not subject to bidding by commercial vendors as the Charleston County School District has agreed to vend this program.

Sponsored by

City of Charleston Recreation Department
Summer Feeding Program
823 Meeting St.
Charleston, SC 29403
(843) 724-7327

Vended by

Charleston County School District
Office of School Food Services
3999 Bridge View Dr.
North Charleston, SC 29405
(843) 566-8180

Contract Commencement Date: 6/6/2022  Contract Expiration Date: 8/5/2022

Estimated Daily Meal Count: 275  Cost of each Meal $4.00

Estimated Amount of Contract: $48,400

ACCEPTANCE

City of Charleston Summer Feeding Program
Sponsor Name

Amy Wharton
Sponsor Representative

Charleston County School District
Vender Name

Walter Campbell
Vendor Representative

Executive Director
Title

Amy Wharton, Sponsor Signature and Date

Walter Campbell, Vendor Signature and Date
SECTION B – SCOPE OF SERVICES

1. Charleston County School District Office of School Food Services (hereafter referred to as "the Vendor") agrees to prepare meals that follow the guidelines of the National School Lunch Program, Attached hereto and made a part hereof, subject to the terms and conditions of the contract.

2. All meals furnished will meet or exceed USDA requirements. In the event meals prepared by the Vendor do not meet the meal pattern requirements set by USDA and disallowed for this reason, the Vendor will reimburse City of Charleston Summer Feeding Program (hereafter referred to as "the Sponsor") for any administrative cost or site labor cost incurred by loss of reimbursement for these disallowed meals.

3. The Vendor shall furnish meals as ordered by the Sponsor during the period of:

   6/6/2022 to 8/5/2022
   (Commence Date)   (Expiration Date)

   Meals are to be picked-up Monday, Tuesday, Wednesday, Thursday, and Friday with the exception of the following date(s):

   July 4th

SECTION C – UNIT PRICE SCHEDULE AND INSTRUCTIONS

1. Unit Price

   The Sponsor agrees to pay the Vendor $4.00 for each unitized meal that has been invoiced and signed by a designee authorized by the Sponsor. The meal must include proper packaging as required in the specification and must meet USDA meal pattern requirements.

2. Meal Orders

   The Sponsor will order meals by 2:00 P.M. on the day proceeding the day of pick-up. The Sponsor reserves the right to increase or decrease the number of meals orders by 2:00 P.M. on the day preceding the day of pick-up. Monday orders are due by 2:00 P.M. on the preceding Friday.

3. Menu – Cycle Change Procedure

   Meals will be picked-up on a daily basis in accordance with the menu cycle provided by the Vendor. Menu changes maybe made when product is not available. All menus will contain product that has been approved by USDA and the meets USDA requirements. The Sponsor will be contacted when menu changes are made.
4. **Noncompliance**

The Sponsor reserves the right to inspect and determine the quality of food and to reject any meals which do not comply with the requirements and specifications of the contract. The Sponsor reserves the right to obtain meals from other sources if meals are rejected for any of the stated reasons. The Vendor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lesser cost. The Sponsor shall notify the Vendor in writing as to the number of meals rejected and the reasons for rejection. The SFSP regulations provide that the State agency may use statistical sampling methods when conducting administrative reviews. The SFSP regulations further state that the State agency may use the results of statistical monitoring to determine the Sponsor's reimbursement. In the event that, via statistical sampling, the state agency disallows reimbursement for any of the reasons stated in this agreement, the Vendor will not be paid for those meals disallowed.

5. **Preparation and Packaging**

Each cold meal container will be individually wrapped and sealed. All products will be non-toxic. Meals will be prepared under properly controlled temperatures and held at correct temperatures. Meals will be prepared using appropriate sanitary procedures. The menu cycle, provided by the Vendor, is included in Schedule B of this agreement. Menu portions shall be at least the minimal quantities specified by USDA for each component of each meal. All meals will meet the food specifications and quality standards as approved by USDA.

**SECTION D – PICK-UP, INSPECTION, AND PAYMENT**

1. **Pick-Up Requirements**

   a) Each day, meals are to be picked-up at one of the ten designated schools.

   b) The Vendor shall prepare a pick up schedule for all sites listed.

   c) Adequate refrigeration or heating shall be provided during pick-up of all food to ensure the wholesomeness of foods at pick-up in accordance with State or local health codes.

2. **Supervision and Inspection**

   The Vendor shall provide management supervision at all times and maintain constant quality control inspection to check for portion size, appearance, and packaging, in addition to the quality of products.

3. **Record keeping**
a) Pick-up receipts will be prepared by the Vendor and provided to the designee for the Sponsor at each site. Pick-up receipts will be itemized to show the number of meals of each type picked-up for each site. Designees for the Sponsor at each site will check accuracy of meals before signing the pick-up ticket. Vendor invoices for reimbursement shall be accepted by the Sponsor for only those meals that are accounted for by receipts that have been signed by the Sponsor’s designee for the site.

b) The Vendor shall maintain records supported by pick-up tickets, invoices, receipts, purchase orders, production records for this contract, or other evidence for inspection and reference, to support payments and claims.

c) The records of the Vendor pertaining to this contract shall be available for a period of three years from the date of submission of the final resolution of any audits, for inspection and audit by representatives of the USDA, the Sponsor, and the U.S. General Accounting Office at any reasonable time and place.

4. Method of Payments

The Vendor will submit an itemized invoice to the Sponsor for each month of service. No payment will be made unless the required receipts have been signed by the site representative of the Sponsor. The Vendor will be paid by the Sponsor for all meals in accordance with this contract and SFSP regulations.

5. Inspection of Facility

a) The Sponsor, the State agency, and USDA reserve the right to inspect the Vendor’s preparation facilities without notice at any time during the contract period, including the right to be present during preparation of meals.

b) The Vendor shall conform to all local and state health department standards.

6. Availability of Funds

The Sponsor reserves the right to cancel this contract if state or federal funding for the SFSP program is withdrawn. It is further understood that in the event of cancellation of the contract, the Sponsor shall be responsible for meals that have already been assembled in accordance with this contract.

7. Number of Meals and Completeness

The Vendor must provide the exact number of meals ordered. The Sponsor is not obligated to accept or pay for any meals in excess of the number ordered. Counts of meals will be made at all sites before meals are accepted. Damaged or incomplete meals will not be included when the number of meals is determined.

8. Emergencies
In the event of unforeseen emergency circumstances, the Vendor shall immediately notify the Sponsor by telephone.

The Vendor assumes no responsibility for emergency circumstances that preclude the utilization of meals that are complete and conform to the standards of this contract.

Adjustments for emergency situations for periods that will occur for longer than 24 hours will be mutually worked out between the Vendor and the Sponsor.

9. Termination

The Sponsor reserves the right to terminate this contract if the Vendor fails to comply with any of the requirements of this contract. The Sponsor shall notify the Vendor in writing of specific instances of noncompliance. The Vendor shall have the right to respond to the notification within 48 hours. The Vendor shall respond in writing by providing a corrective action plan that specifically outlines the steps that the Vendor will immediately take to come into full compliance with the standards of this contract. If the Vendor fails to do this, the Sponsor reserves the right to immediately terminate this contract.

10. Equal Opportunity

Neither the Vendor, nor the Sponsor, nor any parties outlined in this contract shall discriminate on the basis of race, color, national origin, sex, age, or disability.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Reynolds & Chief Curta DEPT. CPD & CFD
SUBJECT: FIRE & POLICE DEPARTMENTS - 2022 PORT SECURITY GRANT
REQUEST: To approve submission of the 2022 Port Security Grant in the amount of $796,926
For Retrofit of the SAFE Boat Vessel. Equipment for underwater response team, Quick reaction kits, bomb suit and training. The Fire Department is requesting
A Haz-Mat Response Mobile Training and an upgrade to electronics on Marine 101
COMMITTEE OF COUNCIL: W&M DATE: June 21, 2022
COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

Corporate Counsel Yes N/A Signature of Individual Contacted Attachment
Cap. Proj. Cmte. Chair
Fire Department X
Police Department X
Grants Compliance Mgr. X

FUNDING: Was funding previously approved? Yes [ ] No [ ] N/A [ ]
If yes, provide the following:
Dept./Div.: __________________ Account #: __________________
Balance in Account __________________ Amount needed for this item __________________

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

NEED: Identify any critical time constraint(s).
Due to time constraints this application was submitted on May 27th.
CFO's Signature: __________________

FISCAL IMPACT:

Mayor's Signature: __________________ John J. Tecklenburg, Mayor

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

TO: Mayor Tecklenburg  
    City Councilmembers

FROM: Luther Reynolds, Chief of Police and Daniel Curia, Chief of Fire

SUBJECT: FY22 Port Security Grant Program

DATE: 21 June 2022

The purpose of this memorandum is to request permission to submit the Charleston Police Department and Charleston Fire Department’s joint application to the FY22 Port Security Grant Program (PSGP). Included in this grant application packet are three Investment Justifications from the Police Department and two from the Fire Department for City Council review and approval.

The goal of this grant project is to maintain or expand first responder capabilities for the Port of Charleston. The Charleston Fire Department and Charleston Police Department provide layered protection services to the port, formalized through a series of maritime security agreements. If one or more of the investments are awarded, the Department of Homeland Security would support the purchase of equipment and/or supplies that support search and rescue, hazardous material screening, and/or surveillance.

The three Investment Justifications requested by the Police Department are IJ1: refurbishment and retrofit of our 2020 Safeboat; IJ2: acquisition of the Diver6 system for diver safety; and IJ3: bomb suit and related equipment. The two Investment Justifications by the Fire Department are IJ4: mobile haz-mat training prop; and IJ5: electronics upgrade of Marine vessel #101.
The City is seeking a grant award amount of $597,694 ($322,444 for police IJs and $275,250 for fire IJs). The PSGP requires a 25% cash-match of $199,232, which we request to be budgeted for 2023. Police Grant matches total $107,482 and Fire Grant matches total $91,750.

The funds are awarded in the form of a 36-month grant program. The solicitation was released on May 13 and the application was due June 13. Notification of the award will occur in September 2022 with an October 2022 start date. Please contact SPO David Plesich (at 843-720-3782) or Deputy Chief Jason Krusen (at 843-720-3053) should you have any questions or concerns regarding this application.
View Application

- Application Information
- Applicant Information
- SF-424 Information
- Contacts
- SF-424A
- Attachments
- Certification Regarding Lobbying
- SF-LU
- SF-424B
- Action History

The application has been submitted.

Application Information

Application Number
EMW-2022-PH-APP-00078
Funding Opportunity Name
Fiscal Year (FY) 2022 Port Security Grant Program (PSGP)
Funding Opportunity Number
DHS-22-GPD-056-00-01
Application Status
Submitted
Application Submission Date
05/27/2022

Applicant Information

Legal Name
CHARLESTON, CITY OF
Type
City or township governments
Division Name
Department Name
Employer Identification Number (EIN) 57-6000226
Other Organizations that share this EIN
City of Charleston
DUNS Number
077990786
DUNS+4
0000
UEI Number
DFAMX0F555E3
EFT Indicator
Applicant Congressional District
Congressional District 01, SC

Physical Address
116 MEETING ST
CHARLESTON, South Carolina 29401-2216
UNITED STATES

Mailing Address
SF-424 Information

Project Information

Project Title
City of Charleston Port Security Enhancement Project(s) for the Port of Charleston, SC

Program/Project Congressional Districts
SC-01, SC-06

Proposed Start Date
10/01/2022

Proposed End Date
08/31/2025

Areas Affected by Project (Cities, Counties, States, etc.)
City of Charleston, Charleston County and Berkeley County

Estimated Funding

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<th>Funding Source</th>
<th>Estimated Funding ($)</th>
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<td>Federal Funding</td>
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<tr>
<td>Applicant Funding</td>
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<td>State Funding</td>
<td>$0.00</td>
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<td>Local Funding</td>
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<td>Program Income Funding</td>
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<tr>
<td>Total Funding</td>
<td>$796,926.00</td>
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</table>

Is application subject to review by state under the Executive Order 12372 process?
No

Is applicant delinquent on any federal debt?
No

Contacts

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Email</th>
<th>Primary Phone Number</th>
<th>Contact Types</th>
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<tbody>
<tr>
<td>Caton, Cherrie-Ann</td>
<td><a href="mailto:catonc@charleston-sc.gov">catonc@charleston-sc.gov</a></td>
<td>843-965-4055X1</td>
<td>Authorized Official</td>
</tr>
<tr>
<td>Plesich, David</td>
<td><a href="mailto:Plesichd@charleston-sc.gov">Plesichd@charleston-sc.gov</a></td>
<td>843-720-3782</td>
<td>Signatory Authority, Primary Contact</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Secondary Contact</td>
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SF-424A

Budget Information for Non-Construction Programs

OMB Number
4040-0006

Expiration Date
08/30/2014

Burden Statement

Grant Program
CFDA Number

Budget Object Class  Amount
Personnel $0.00
Fringe Benefits $0.00
Travel $10,000.00
Equipment $786,926.00
Supplies $0.00
Contractual $0.00
Construction $0.00
Other $0.00
Total Direct Charges $796,926.00
Indirect Charges $0.00
Budget Category Total $796,926.00

Non-Federal Resources Amount
Applicant $199,232.00
State $0.00
Other $0.00
Total Non-Federal Resources $199,232.00

Income Amount
Income | Amount
--- | ---
Program Income | $0.00
Total Budget | Amount
Federal | $597,694.00
Non-Federal | $199,232.00
Total Project Cost | $796,926.00

Direct Charges Explanation
Indirect Charges Explanation

Forecasted Cash Needs (Optional)
No Forecasted Cash Needs have been entered for this application

Future Funding Periods (Years) (Optional)
No Budget Estimates of Federal Funds Needed for the Balance of the Project have been entered for this application

Remarks

SF-424A Budget Information - Non-Construction Programs (4040-0006)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 4040-0006. The time required to complete this information collection is estimated to average 1.8 hours per response, including the time to review instructions, search existing data resources, gather the data needed and complete and review the information collection.

If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:
U.S. Department of Health & Services, OS/OCIO/PRA,
200 Independence Ave., S.W., Suite 537-H,
Washington D.C. 20201,
Attention: PRA Reports Clearance Officer.

Agency, Total Responses, Average Burden per response in Hours, Total Burden Hours
- CNCS, 10, 4, 40
- DOI, 1274, 49/60, 1046
- DOS, 150, 5/60, 13
- EPA, 9098, 1,97, 17905
- SSA, 1400, 30/60, 700
- TREAS, 276, 1, 276
- VA, 184, 15/60, 46
- USDA, 7241, 3, 21723
- DOC, 5685, 20/60, 1895
- DOT, 50, 1.6, 80
- DHS, 150, 2, 300
- HHS, 1510, 2.64, 3998
- Total, 27028, __48022
  48022 hrs. / 27028 = 1.8 total hours per response.

Attachments

<table>
<thead>
<tr>
<th>Attached Documents</th>
<th>Title</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>GrantApplication.xml</td>
<td>Form SF424_4_0-V4.0.pdf</td>
<td>Submitted in Grants.gov</td>
</tr>
<tr>
<td>City of Charleston DJ Budgets 1-5.xlsx</td>
<td>Form GG_LobbyingForm-V1.1.pdf</td>
<td>Submitted in Grants.gov</td>
</tr>
</tbody>
</table>

Certification Regarding Lobbying

Status | Signed
Date Signed | 05/27/2022

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Applicant's Organization: CHARLESTON, CITY OF
Signing Authority Name: Cherrie-Ann Caton
Signature Date: 05/27/2022
Signatory Authority Title: Grants Compliance Manager

I, Cherrie-Ann Caton, or my designee am hereby providing my signature for this application as of 05/27/2022

SF-LLL

Disclosure of Lobbying Activities

OMB Number 0348-0046
Expiration Date 12/31/2013

| Burden Statement |

| Status Signed |
| Date Signed 05/27/2022 |

Form Not Applicable to Application No

Reporting Entity Information

Name City of Charleston
Address 116 MEETING ST Charleston, South Carolina 29401
Congressional District, If known: 01, 06
Federal Department/Agency:
Applicant's Organization: CHARLESTON, CITY OF
Signing Authority Name: Cherrie-Ann Caton
Signature Date: 05/27/2022
Signatory Authority Title: Grants Compliance Manager
Telephone No: 843-905-4055

I, Cherrie-Ann Caton, or my designee am hereby providing my signature for this application as of 05/27/2022.

SF-424B

Assurances for Non-Construction Programs

OMB Number 4040-0007
Expiration Date 06/30/2014

Burden Statement

Status Signed
Date Signed 05/27/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (9348-0040), Washington, DC 20503.

NOTE:

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (R.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1685, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicap; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (R.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (R.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to non-discrimination of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (R.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.


10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (R.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (R.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (R.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (R.L. 93- 205).


14. Will comply with R.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (R.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, “Audits of States, Local Governments, and Non-Profit Organizations.”

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Applicant's Organization: CHARLESTON, CITY OF
Signing Authority Name: Cherrie-Ann Caton
Signature Date: 05/27/2022
Signatory Authority Title: Grants Compliance Manager

I, Cherrie-Ann Caton, or my designee am hereby providing my signature for this application as of 05/27/2022
## 2022 PSGP Budget Breakdown

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Fed Share</th>
<th>City Match</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CPD IJ 1</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retrofit of Safe Boat</td>
<td>$ 110,000.00</td>
<td>$ 82,500.00</td>
<td>$ 27,500.00</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td>$ 110,000.00</td>
<td>$ 82,500.00</td>
<td>$ 27,500.00</td>
</tr>
<tr>
<td><strong>CPD IJ 2</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diver 6 Tracking System package and software</td>
<td>$ 135,694.00</td>
<td>$ 101,770.50</td>
<td>$ 33,923.50</td>
</tr>
<tr>
<td>Shearwater Petrel Dive Computer with Navigation</td>
<td>$ 7,647.00</td>
<td>$ 5,735.25</td>
<td>$ 1,911.75</td>
</tr>
<tr>
<td>Sherwater Single Air Pressure Monitor</td>
<td>$ 8,007.00</td>
<td>$ 6,005.25</td>
<td>$ 2,001.75</td>
</tr>
<tr>
<td>Extra Cylinder Mounts for Diver Modems</td>
<td>$ 1,407.00</td>
<td>$ 1,055.25</td>
<td>$ 351.75</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td>$ 152,755.00</td>
<td>$ 114,666.25</td>
<td>$ 38,188.75</td>
</tr>
<tr>
<td><strong>CPD IJ 3</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TBT Kit</td>
<td>$ 10,368.00</td>
<td>$ 7,774.50</td>
<td>$ 2,591.50</td>
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<tr>
<td>Drop Line Kit</td>
<td>$ 2,930.00</td>
<td>$ 2,197.50</td>
<td>$ 732.50</td>
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<tr>
<td>EOD 10 Large Bomb Suit</td>
<td>$ 45,101.00</td>
<td>$ 33,825.75</td>
<td>$ 11,275.25</td>
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<tr>
<td>PRD</td>
<td>$ 43,783.00</td>
<td>$ 32,622.25</td>
<td>$ 10,940.75</td>
</tr>
<tr>
<td>Advance IED Training</td>
<td>$ 85,010.00</td>
<td>$ 48,757.50</td>
<td>$ 16,252.50</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td>$ 167,170.00</td>
<td>$ 125,377.50</td>
<td>$ 41,792.50</td>
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<tr>
<td><strong>CPD IJ 4</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intermodal Specialist Training</td>
<td>$ 10,000.00</td>
<td>$ 7,500.00</td>
<td>$ 2,500.00</td>
</tr>
<tr>
<td>Rollover Haz-mat Training Mockup and Pipe Leak Training</td>
<td>$ 210,000.00</td>
<td>$ 157,500.00</td>
<td>$ 52,500.00</td>
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<tr>
<td><strong>Sub-Total</strong></td>
<td>$ 220,000.00</td>
<td>$ 165,000.00</td>
<td>$ 55,000.00</td>
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<tr>
<td><strong>CPD IJ 5</strong></td>
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<td></td>
<td></td>
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<tr>
<td>Upgrade all electronics on Marine 101</td>
<td>$ 19,576.00</td>
<td>$ 14,682.00</td>
<td>$ 4,894.00</td>
</tr>
<tr>
<td>Firefighting Specific Camera for external hull Structure</td>
<td>$ 94,408.00</td>
<td>$ 70,873.50</td>
<td>$ 23,624.50</td>
</tr>
<tr>
<td>Update radios and antenna</td>
<td>$ 16,492.00</td>
<td>$ 12,369.00</td>
<td>$ 4,123.00</td>
</tr>
<tr>
<td>These cameras are for off boat info sharing between the</td>
<td>$ 1,955.00</td>
<td>$ 1,496.25</td>
<td>$ 458.75</td>
</tr>
<tr>
<td>Installation, wires, connectors and install</td>
<td>$ 14,440.00</td>
<td>$ 10,830.00</td>
<td>$ 3,610.00</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td>$ 147,001.00</td>
<td>$ 110,250.75</td>
<td>$ 36,750.25</td>
</tr>
</tbody>
</table>

**Total**                                                           | $ 796,926.00 | $ 597,695.00 | $ 199,232.00
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds
DEPT: Police Department
SUBJECT: 2022 DUKE ENERGY SC EMERGENCY PREPAREDNESS / STORM GRANT
REQUEST: Approval to Accept the 2022 Duke Energy Grant in the amount of $9,000 for publication of Hurricane Preparation Guides and Promotional pens.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 21, 2022

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

Corporate Counsel
Cap. Proj. Cmte. Chair
Chief of Police
Grants Coordinator

Yes N/A Signature of Individual Contacted Attachment

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

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

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

NEED: Identify any critical time constraint(s).
N/A

CFO’s Signature: Matt

FISCAL IMPACT: There is no match required for this grant.

Mayor’s Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
Re: Congratulations on your grant award from the Duke Energy Foundation!

Plesich, David
Fri 3/20/2022 2:56 PM
To:

Message received. Thanks!
Dave

Dow, Amanda G. <Amanda.Dow@duke-energy.com>

David M. Plesich, Esq. | Senior Police Officer
City of Charleston Police Department
Team 9 - Central Business District | TAD Special Projects
180 Lockwood Boulevard | Charleston, SC 29403
T:(843) 577-7434 | F:(843) 577-0117 | plesichd@charleston-sc.gov | www.charleston-sc.gov

From: Dow, Amanda G. <Amanda.Dow@duke-energy.com>
Sent: Friday, May 20, 2022 2:54 PM
To: Plesich, David <plesichd@charleston-sc.gov>
Subject: Congratulations on your grant award from the Duke Energy Foundation!

CAUTION: This email originated outside of the City of Charleston. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Congratulations on your grant award from the Duke Energy Foundation!

I am pleased to let you know that your recent grant to the Duke Energy Foundation was approved in the amount of $9,000 for the City of Charleston to help with Spanish language hurricane preparedness materials. This was a very competitive process and your organization was one of 32 grants funded totaling $500,000. We look forward to working with you to increase South Carolina’s storm resiliency and preparedness. Please read the information below carefully.

We’d like to ask you to help us share the good news!
Communications Toolkit

The Duke Energy Foundation will distribute a news release June 1 announcing all our grant recipients and I will send that release to you to share. We ask that you hold off on announcing your grant until our release has gone out. Please work with our media relations manager, Ryan Mosier (ryan.mosier@duke-energy.com) to provide a quote on the impact this grant will have on your project by no later than Wednesday, May 25.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds DEPT. Police Department
SUBJECT: 2022 QUARTER 4 FIREHOUSE SUBS GRANT
REQUEST: Approval to Apply for the 2022 Quarter 4 Firehouse Subs Grant in the amount of $16,000 for specialized tactical medical training aids and tools.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 21, 2022

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

Corporate Counsel Yes N/A Signature of Individual Contacted Attachment
Cap. Proj. Cmte. Chair
Chief of Police X
Grants Coordinator X

FUNDING: Was funding previously approved? Yes No X N/A
If yes, provide the following: Dept./Div.: Account #:
Balance in Account Amount needed for this item

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

NEED: Identify any critical time constraint(s).
Grant applications open July 7, 2022 and close August 17, 2022

CFO’s Signature: Mitch
FISCAL IMPACT: There is no match required for this grant.

Mayor’s Signature: John J. Tecklenburg, Mayor

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

To: Mayor John J. Tecklenburg  
City Councilmembers  
From: Luther Reynolds, Chief of Police  
Subject: FY22 Quarter 4, Firehouse Subs Grant  
Date: 21 June, 2022

The purpose of this memorandum is to request approval to submit an Application for the 2022 Quarter 4 Firehouse Subs Grant. The Firehouse Subs Public Safety Foundation provides grants in support of their mission to impact lifesaving capabilities.

The Grant Application seeks $16,000 for specialized, tactical training aids that simulate real-world injuries. These aids will allow realistic, hands-on training with benefits for individual and mass casualty incidents.

There is no match required for this grant. The Application is due August 17, 2022; however, the application portal opens July 7, 2022 and will close prior to August 17 if and when their 600 applications maximum is met (which usually occurs).

Should you have any questions regarding this project, please contact SPO David Plesich, Grants Coordinator at plesichd@charleston-sc.gov.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Deputy Chief Chito Walker DEPT. Police Department
SUBJECT: FY22-23 SCDPS SRO GRANT
REQUEST: Approval to Accept the FFY22 SCDPS SRO Grant for funding for two School Resource Officers in connection with Charleston County School District, an annual renewal.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 21, 2022

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

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chief of Police</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grants Coordinator</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FUNDING: Was funding previously approved? Yes [ ] No [X] N/A [ ]
If yes, provide the following: Dept./Div.: Account #: Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC’s Office? Yes [ ] No [X]

NEED: Identify any critical time constraint(s).
N/A

CFO’s Signature: ____________________________
FISCAL IMPACT: There is no match required for this grant.

Mayor’s Signature: ____________________________ John J. Tecklenburg, Mayor

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

STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
Office of Highway Safety and Justice Programs
School Resource Officer Program

The School Resource Officer (SRO) Program is authorized by the South Carolina Appropriation Act which provides that state funds appropriated for the School Safety Program and School Resource Officers in the Act shall be utilized by the department for the purpose of hiring certified law enforcement officers to serve as a school resource officer for school districts, including the South Carolina Public Charter School District and schools authorized by an institution of higher learning, that otherwise would lack the adequate resources to hire their own school resource officers. In making awards the department shall provide funding directly to the local law enforcement agency to pay for the cost of the law enforcement officer that shall serve as a full time school resource officer. There is no match requirement for this program.

Version: 0.1
Application Deadline: 2022-02-25
Application #: AS23069
Award #: SR-58-C1001-23
Award Date: 2022-06-10
State Start Date: 2022-07-01
State End Date: 2023-06-30
# Project Details

<table>
<thead>
<tr>
<th><strong>Project Title:</strong></th>
<th>Charleston Police and Charleston County Schools SRO</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Summary (max. 300 characters):</strong></td>
<td>The SRO Program involves the assignment of carefully selected and specially trained law enforcement officers to work directly in the schools with the full cooperation of school administrators and faculty. Their three main functions will be law enforcement, teacher, and counselor.</td>
</tr>
<tr>
<td><strong>Type of Application:</strong></td>
<td>Continuation</td>
</tr>
<tr>
<td><strong>Year of Funds:</strong></td>
<td>1</td>
</tr>
<tr>
<td><strong>Other (explain):</strong></td>
<td></td>
</tr>
<tr>
<td>Law Enforcement Agency Details</td>
<td></td>
</tr>
<tr>
<td>--------------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Agency Name:</strong> City of Charleston Police Department</td>
<td></td>
</tr>
<tr>
<td><strong>Address:</strong> 180 LOCKWOOD DR</td>
<td></td>
</tr>
<tr>
<td><strong>City:</strong> CHARLESTON</td>
<td></td>
</tr>
<tr>
<td><strong>State:</strong> SC</td>
<td></td>
</tr>
<tr>
<td><strong>9 Digit Zip:</strong> 29403-5112</td>
<td></td>
</tr>
<tr>
<td><strong>(Area) Phone #:</strong> (843) 720-3924</td>
<td></td>
</tr>
<tr>
<td><strong>(Area) Fax #:</strong> (843) 722-4085</td>
<td></td>
</tr>
<tr>
<td><strong>County:</strong> Charleston</td>
<td></td>
</tr>
</tbody>
</table>

Other county/counties this project will serve:

**Organization Type:** City

**Other (specify):**

**U.S. Congressional District:** First

Has your agency registered in the System for Award Management (SAM)?

**yes**  no

(https://uscontractorregistration.com):
### Budget

<table>
<thead>
<tr>
<th>CATEGORIES</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PERSONNEL - SALARIES:</strong></td>
<td></td>
</tr>
<tr>
<td>Position Title, School District, School Name</td>
<td>% of Time</td>
</tr>
<tr>
<td>SRO K. Zagol, Charleston, Memminger Elementary School</td>
<td>100</td>
</tr>
<tr>
<td>SRO M. Fife, Charleston, James Simons Montessori School</td>
<td>100</td>
</tr>
<tr>
<td><strong>TOTAL SALARIES:</strong></td>
<td></td>
</tr>
</tbody>
</table>

**TRAVEL:**

(Itemize - include mileage, airline cost, lodging, per diem, parking, car rental)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Quantity</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL TRAVEL:</strong></td>
<td></td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

**EQUIPMENT ($1,000 or more per Unit):**

(Itemize - DO NOT USE BRAND NAME. Also, DO NOT include leased, rented items or software)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Quantity</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL EQUIPMENT:</strong></td>
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<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

**OTHER:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Quantity</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>N/A</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL OTHER:</strong></td>
<td></td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL PROJECT COST:</strong></td>
<td></td>
<td>$186,757</td>
<td></td>
</tr>
</tbody>
</table>

*"Total Fringe Benefits" is the total employer contributions for Social Security & Medicare (FICA), Retirement, Workers Compensation Insurance, and Health Insurance.*
Budget Narrative

List items under each Budget Category Heading. Explain exactly how each item listed in your budget will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided. However, a statement must be included indicating whether or not the law enforcement agency has any unused funds from previous award years, and if so, an explanation with the total amount of unused funds.

There are no unused funds from previous award years.

Personnel-Salaries - The entire award amount will cover the salary and benefits for two police officers. These funds are necessary to ensure that the officers serve as SROs and complete the project.

Travel - None

Equipment - None

Other - None
Terms & Conditions

OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS
SCHOOL RESOURCE OFFICER PROGRAM
TERMS AND CONDITIONS

1. Availability of Funds: This grant award is contingent upon the availability of funds approved by the statutory governing body for those funds.

2. Correspondence: All correspondence to the State Funding Agency (SFA), regardless of the medium (paper, email, facsimile, etc.), must include either the application number, or in the case of an award, the award number to which the correspondence refers.

3. Non-Supplanting Agreement: The implementing law enforcement agency shall not use award funds to supplant state or local funds or other resources that would otherwise have been made available for this program.

4. Project Implementation: The implementing law enforcement agency agrees to implement this project within 90 days following the grant award effective date or possibly be subject to automatic cancellation of the award. Evidence of project implementation must be detailed in the first progress report.

5. Written Approval of Changes: Any changes to this award that are mutually agreed upon by the applicant and the South Carolina Department of Public Safety (SCDPS) Office of Highway Safety and Justice Programs (OHSJP) must be approved in writing by the OHSJP prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved award is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application. Any change to an application is considered a revision and must be accomplished on the grants management system.

6. Budget Revision Requirements: Changes to an application before or after award is considered a revision, and is required under Written Approval of Changes with some very specific exceptions. The major budget categories are: Personnel, Travel, Equipment, and Other. A budget revision will not be required if:
   1. The expended amount in a major budget category does not exceed the amount budgeted for that major budget category by 10%;
   2. The quantity of Personnel or Equipment does not increase;
   3. The item to be purchased is already included in the grant budget.

Final award revisions are requested to be submitted by the 60th day before the close of the project year listed on the grant award documents. Revisions submitted after this date must have thorough justification as to why the revision is needed for the success of the project and why the revision was not accomplished earlier. Revisions must be completed online through the grants management system. Every change made to the original application or subsequent revisions is considered a revision and will require you to create and justify that revision.

7. Sole Source Procurement: Use of sole source procurement is strongly discouraged. Sole source purchases will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code. All sole source purchases will require the explicit prior written approval of the OHSJP.

8. Bidding Requirements: The awardee must comply with proper competitive bidding procedures as required by the South Carolina Consolidated Procurement Code. On any items, including those bid in the aggregate whose total cost requires a bid, bids must be submitted to the SCDPS Office of Financial Services (OFS) for review and approval prior to acceptance of any quote/bid. Provide a copy of all bids submitted, the bid selected, and the criteria used for selection. If other than the low bid was selected, provide justification. This includes state agencies. Note that approved, budgeted items purchased through State Purchasing (General Services) under a state contract also must be submitted to the OFS for prior approval.

Include the state contract number and the contract ending date on the quote when it is submitted for approval and then the invoice when it is submitted with the Request for Payment.

9. Travel Costs: Personnel and Travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to all activities and personnel of the agency, regardless of the source funding. If travel costs are included in the grant application, a copy of the agency's policies and procedures manual, or the agency Board's signed minutes must be submitted with the application, specifically outlining mileage and per diem rates of reimbursement. However, reimbursable amounts for mileage and per diem must not exceed the amount approved by state guidelines, regardless of the agency's policy. Lodging costs must not exceed the federal rate established by the General Services Administration (GSA). These rates vary by location and season and are updated annually at www.gsa.gov. Attendees will only be reimbursed up to the maximum allowable rate of the GSA, excluding taxes and surcharges.

10. Training Approval: All training that award-funded personnel wish to attend that will be paid for with award funds, including registration, lodging, meals, or mileage, must receive prior written approval by submitting the training approval form with an attached copy of the agenda for the OPS.

11. Utilization and Payment of Award Funds: Funds awarded are to be expended only for purposes and activities covered by the awardee's approved project plan and budget or subsequent approved revisions. Items must be specifically and individually mentioned in the awardee's approved award budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Claims for reimbursement must be submitted no more frequently than once per month and no less frequently than once per quarter. Awards failing to meet this requirement, without prior written approval, are subject to cancellation. Claims for reimbursement must be fully documented and substantiated as detailed in the Request for Payment Instructions.

12. Recording and Documentation of Receipts and Expenditures: Awardee's accounting procedures must provide for accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. These records must contain information pertaining to awards, obligations, unobligated balances, assets,
13. Financial Responsibility: The financial responsibility of awardees must be such that the awardee can properly discharge the public trust which accompanies the authority to expend public funds. At a minimum, adequate accounting systems should meet the following criteria:

a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.

b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.

c. The accounting system should provide accurate and current financial reporting information.

d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

14. Reports: The awardee shall submit, at such times and in such form as may be prescribed, such reports as the OHSJP may reasonably require, including quarterly financial reports, progress reports, final financial reports, and evaluation reports.

15. Retention of Records: Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim, or audit is started before the expiration of the three-year period, then records must be retained for three years after the litigation, claim, or audit is resolved.

16. Property Control: Effective control and accountability must be maintained for all personal property. Awardee must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Awardee should exercise caution in the use, maintenance, protection, and preservation of such property.

1. Title: Subject to the obligations and conditions set forth in 2 CFR 200.313, and 2 CFR 439 title to non-expendable property acquired in whole or in part with grant funds shall be vested in the awardee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

2. Property Control Record Form: At the time the final request for payment is submitted, the awardee must file with the OHSJP a copy of the OHSJP Property Control Record Form (provided by the OHSJP) listing all such property acquired with grant funds. The awardee agrees to be subject to a biennial audit by the OHSJP and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form.

3. Use and Disposition: Equipment shall be used by the awardee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by state funds. When use of the property for project activities is discontinued, the awardee shall request, in writing, disposition instructions from the OHSJP prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to the OHSJP immediately.

17. Performance: This award may be terminated or fund payments discontinued by the OHSJP where it finds a substantial failure to comply with the provisions of the Act governing these funds or regulations promulgated, including those award conditions or other obligations established by the OHSJP. In the event the awardee fails to perform the services described herein and has previously received financial assistance from the OHSJP, the awardee shall reimburse the OHSJP the full amount of the payments made. However, if the services described herein are partially performed, and the awardee has previously received financial assistance, the awardee shall proportionally reimburse the OHSJP for payments made.

18. Deobligation of Award Funds: All awards must be deobligated within forty-five (45) calendar days of the end of the award period. Failure to deobligate the award in a timely manner will result in an automatic deobligation of the award by the OHSJP.

19. Project Evaluation Report: Any formal evaluation report must be received by the OHSJP not later than 45 days after the end of the reporting period.

20. Fiscal Regulations: The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowable, submission of financial reports, etc., as may be prescribed by the OHSJP Guidelines or "Special Conditions" placed on the award.

21. Compliance Agreement: The awardee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by the OHSJP. Failure to comply could result in a "Stop Payment" being placed on the grant.

22. Suspension or Termination of Funding: The OHSJP may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a awardee for any of the following reasons:

1. Failure to adhere to the requirements, standard conditions, or special conditions. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.

2. Failure to submit reports.

3. Filing a false certification in this application or other reports or documents.

4. Other good cause shown.
Certification by Project Director

CERTIFICATION BY PROJECT DIRECTOR *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other state or federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the fiscal terms and conditions of this award application; that costs incurred prior to award approval may result in expenses being absorbed by the awardee; and, that the receipt of funds through the OHSJP will not supplant state or local funds.

Prefix: Ms.
Name: Cassandra Payton
Suffix:
Title: Administrative Services Director
Agency: Charleston Police Department
Mailing Address: 180 LOCKWOOD DR
City: CHARLESTON
State: SC
9 Digit Zip: 29403-5112
(Area) Phone Number: (843) 720-3924
(Area) Fax Number: (843) 722-4085
E-Mail Address: plesichd@charleston-sc.gov
Signature: Form attached
Bonded: yes\(^\wedge\) no\(^\wedge\)

*NOTE: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND AGENCY HEAD CANNOT NOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT OHSJP APPROVAL.
Certification by Financial Officer

CERTIFICATION BY FINANCIAL OFFICER *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other state or federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Awardee to perform the tasks of Financial Officer as they relate to the fiscal terms and conditions of this award application; and, that the receipt of funds through the OHSJP will not supplant state or local funds.

Prefix:  Ms.
Name:  Amy Wharton
Suffix:  
Title:  Chief Financial Officer
Agency:  City of Charleston
Mailing Address:  80 Broad St.
City:  Charleston
State:  SC
9 Digit Zip:  29401-0304
(Area) Phone Number:  (843) 579-7596
(Area) Fax Number:  (843) 722-4085
E-Mail Address:  whartona@charleston-sc.gov
Signature:  Form attached
Bonded:  yes ✓ no ✗

*NOTE: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND AGENCY HEAD CANNOT NOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT OHSJP APPROVAL.
Financial Point of Contact

Prefix: Ms.
Name: Amy Wharton
Suffix:
Title: Chief Financial Officer
Agency: City of Charleston
Mailing Address: 80 Broad St.
City: Charleston
State: SC
9 Digit Zip: 29401-0304
(Area) Phone Number: (843) 579-7596
(Area) Fax Number: (843) 722-4085
E-Mail Address: whartona@charleston-sc.gov
Signature: Form attached
Bonded: yes\, no
Certification by Law Enforcement Agency Head

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other state or federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; and, that the receipt of funds through the OHSIP will not supplant state or local funds.

I further affirm that this law enforcement agency is in a position to hire or fill the requested SRO position(s) within 90 days of the date of award and maintain it/them throughout the award period.

Prefix: Chief
Name: Luther Reynolds
Suffix:
Title: Chief of Police
Agency: Charleston Police Department

Mailing Address: 180 Lockwood Dr.
   City: Charleston
   State: SC
   9 Digit Zip: 29403-5112
(Area) Phone Number: (843) 720-2401
(Area) Fax Number: (843) 722-4085
E-Mail Address: reynoldsl@charleston-sc.gov

Signature:
Bonded: yes ☐ no ☐

* NOTE: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND AGENCY HEAD CANNOT NOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT OHSIP APPROVAL.
Revision By State In Progress

Save & Continue
Save changes and continue

Pending Funds
Put application into Pending Funds status

Award
Put application into Awarded status

Reason for Denial:
Deny
Deny this application and put in Denied (Pending) status
June 10, 2022

Chief Luther Reynolds  
Charleston Police Department  
180 Lockwood Drive  
Charleston, South Carolina 29403-5112

Charleston Police and Charleston County Schools SRO

Dear Chief Reynolds:

I am pleased to provide you with an award approved by this office in the amount of $186,757 for the above-referenced project. To complete the contract for this award, it is necessary for you, as the Implementing Law Enforcement Agency Head, to return the signed award within 30 days from the date of this award.

The Office of Highway Safety and Justice Programs (OHSJP) offers awardees the option to use electronic or digital signatures to execute OHSJP award documents. Signed award documents may be emailed to the OHSJP at SROprogram@scdps.gov.

Copies of the Request for Payment/Quarterly Fiscal Report Forms are attached. The financial reports should be completed for each calendar quarter ending date and are due 30 days after the end of the quarter. The due dates and periods covered for reporting are indicated within the attached special conditions.

Please contact your assigned program coordinator if you have any questions regarding this award.

Sincerely,

Phil Riley  
Director

Attachments

c: School District Superintendent  
   Official File
AWARD

Implementing Agency: Charleston Police Department
School District(s): Charleston County School District
Award Period: 07/01/2022 – 06/30/2023
Amount of Award: $186,757
Date of Award: June 10, 2022
Award Number: SR-58-C1001-23

In accordance with the provisions of the South Carolina Appropriations Act, and on the basis of the application submitted, the South Carolina Department of Public Safety (SCDPS) hereby awards to the foregoing implementing agency state funds shown above, for the project specified in the approved application and within the purposes and categories authorized.

This grant is subject to the terms and conditions set forth in the application and to the special conditions attached to the award.

Payment of Funds: Funds will be disbursed to the implementing agency (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended (e.g., invoices, contracts, itemized expenses, etc.). A copy of the grant application, which includes the approved budget is available on www.scdpsgrants.com for the awardee’s use in completing the request for payment forms.

The award shall become effective, as of the date of the award, upon the return of this form to the Office of Highway Safety and Justice Programs (OHSJP) signed by the Implementing Law Enforcement Agency Head in the space provided below. This award must be accepted within thirty (30) days from the date of the award, and such quarterly and other reports required by the SCDPS must be submitted in accordance with the terms and conditions set forth in the application and the special conditions attached to the award.

ACCEPTANCE FOR THE Awardee

Luther Reynolds, Chief
Charleston Police Department

ACCEPTANCE FOR THE SCDPS

Phil Riley, Director
Office of Highway Safety and Justice Programs

AWARD DATA: THIS AWARD IS SUBJECT TO THE AWARD TERMS AND CONDITIONS AND THE ATTACHED SPECIAL CONDITIONS.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson
DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS - SOUTH ARTS
REQUEST: To accept $17,000 in grant awards from South Arts to support dance programming for the 2022 MOJA Arts Festival. The project period is from 1/15/22 - 6/30/22 and 9/29/22-10/2/22.

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

Corporate Counsel Y N/A Signature of Individual Contacted Attachment
Cap. Proj. Cmte. Chair
Office of Cultural Affairs X
Grants Manager X

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐
If yes, provide the following:
Dept./Div.: Account #: Balance in Account Amount needed for this item

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

NEED: Identify any critical time constraint(s).

CFO's Signature: [Signature]
FISCAL IMPACT: A 1:1 City match is required; funding is already secured from private donation.

Mayor's Signature: ________________________ John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA
May 12, 2022

Scott Watson
City of Charleston
Office of Cultural Affairs
75 Calhoun Street
Suite 3800
Charleston, SC 29401

Grant: 6574

Dear Scott,

Congratulations! On behalf of the South Arts Board of Directors and staff, I am pleased to inform you that City of Charleston has been awarded a Dance Touring Initiative Grant in the amount of $7,500.00 to support the engagement of Harambee Dance Company for the public presentation and educational component/community engagement during the period of 1/15/2022 through 6/30/2022.

GRANT TERMS AND CONDITIONS
By submitting your grant application, you agreed to comply with the Grant Terms and Conditions. Your submission and acceptance of this grant award now serve as an agreement, a legally binding contract, between City of Charleston and South Arts. We encourage you to revisit the terms to ensure your compliance (since you provided an electronic signature on your application, there is no contract to sign and return).

INSTRUCTIONS FOR GRANT COMPLIANCE
Please carefully read and follow the instructions in the "Manage Your Grant" section of our website. If you do not comply as specified, your organization could risk losing grant funding and future funding eligibility. Because South Arts is committed to supporting the Southern arts community, we will remain flexible about necessary project changes due to the pandemic and so please be in touch with us if you need to request a change. Please know that the National Endowment for the Arts, our funding partner, and South Arts have logos which must be used as specified in your grant agreement.

FINAL REPORT
Your Final Report is due within 30 days of the completion of your funded project. We are transitioning from the use of a Data Universal Numbering System (DUNS) Number to a new Unique Entity Identifier (UEI). The UEI is issued at no cost through the federal System for Award Management website (SAM.gov). This new UEI is required of our grant programs supported by the National Endowment for the Arts and must be included in your final report. Learn more here.
Also, we are required to collect and report data from grantees. For this grant, you will need to provide audience demographic information and the location (i.e., street address, city, state, and zip code) for each activity supported by these grant funds in the Final Report Form. Please plan for this requirement so that you can complete your report. Grant funds will not be processed if you fail to provide the requested data.

**GRANT PAYMENT PROCESS**
You can receive your grant funds by a mailed check or Electronic Funds Transfer (EFT). To receive your grant funds by EFT, please follow these instructions and complete this form.

If you have any questions or need to make changes to your project, please contact Nikki Estes, Presenting and Touring Director, at 404-874-7244 ext. 816 or nestes@southarts.org.

Again, congratulations on your grant award!

Suzette M. Surkamer  
President & CEO
May 24, 2022

Scott Watson
City of Charleston
Office of Cultural Affairs
75 Calhoun Street
Suite 3800
Charleston, SC 29401

Grant: 6748

Dear Scott,

Congratulations! On behalf of the South Arts Board of Directors and staff, I am pleased to inform you that City of Charleston has been awarded a Presentation Grant in the amount of $9,500.00 to support the engagement of Harambee Dance Company for the public presentation and educational component/community engagement during the period of 9/29/2022 through 10/2/2022.

Panels carefully considered each grant application and South Arts will fund 67 presentations which will support engagements by Southern artists and projects that involve under-resourced presenters, audiences, and communities. These grants demonstrate South Arts' commitment to serving artists in the South – impacting their careers and assisting them to work and live in the region. We remain committed to supporting impactful arts-based programs that respond to the needs of communities. We are pleased to support your project which aligns with both goals.

GRANT TERMS AND CONDITIONS
By submitting your grant application, you agreed to comply with the Grant Terms and Conditions. Your submission and acceptance of this grant award now serve as an agreement, a legally binding contract, between City of Charleston and South Arts. We encourage you to revisit the terms to ensure your compliance (since you provided an electronic signature on your application, there is no contract to sign and return).

INSTRUCTIONS FOR GRANT COMPLIANCE
Please carefully read and follow the instructions in the “Manage Your Grant” section of our website. If you do not comply as specified, your organization could risk losing grant funding and future funding eligibility. Because South Arts is committed to supporting the
Southern arts community, we will remain flexible about necessary project changes due to the pandemic and so please be in touch with us if you need to request a change. Please know that the National Endowment for the Arts, our funding partner, and South Arts have logos which must be used as specified in your grant agreement.

FINAL REPORT
Your Final Report is due within 30 days of the completion of your funded project. We are transitioning from the use of a Data Universal Numbering System (DUNS) Number to a new Unique Entity Identifier (UEI). The UEI is issued at no cost through the federal System for Award Management website (SAM.gov). This new UEI is required of our grant programs supported by the National Endowment for the Arts and must be included in your final report. Learn more here.

Also, we are required to collect and report data from grantees. For this grant, you will need to provide audience demographic information and the location (i.e., street address, city, state, and zip code) for EACH activity supported by these grant funds in the Final Report Form. Please plan for this requirement so that you can complete your report. Grant funds will not be processed if you fail to provide the requested data.

GRANT PAYMENT PROCESS
You can receive your grant funds by a mailed check or Electronic Funds Transfer (EFT). To receive your grant funds by EFT, please follow these instructions and complete this form.

If you have any questions or need to make changes to your project, please contact Nikki Estes, Presenting and Touring Director, at 404-874-7244 ext. 816 or nestes@southarts.org. Also, contact Nikki if you wish to receive panel comments and staff feedback on your application.

Again, congratulations on your grant award!

Suzette M. Surkamer
President & CEO

1800 PEACHTREE STREET NW · SUITE 808 · ATLANTA · GEORGIA 30309

PHONE 404.874.7244 | WWW.SOUTHTARTS.ORG
SOUTH ARTS
Presentation Grants
CONTRACT TERMS AND CONDITIONS

This is an agreement made between South Arts and the Applicant/Presenter hereinafter called the GRANTEE.

Whereas, South Arts in the exercise of its lawful functions has determined that the presentation(s)/residency by Artist/Company hereinafter called the ARTIST, will strengthen existing arts resources, stimulate, foster and encourage public interest in the arts in the southeast and will maximize awareness of cultural and arts resources

Now, therefore it is hereby agreed that:

1. The GRANTEE will conduct the sponsorship on or during the period of September 01, 2021 through June 30, 2022 (for FY2022 grants) or July 01, 2022 through June 30, 2023 (for FY2023 grants).
2. Any variation of the approved presentation(s)/residency or educational component(s) can only be made by written agreement between the GRANTEE and South Arts.
3. The GRANTEE hereby obligates itself to promote and publicize the presentation(s)/residency in such a manner by such means that wide public distribution of the fact of the presentation(s)/residency will be given; to obtain and make all arrangements necessary for securing proper facilities; to sell tickets, publish programs, and do any and all other things necessary and proper to ensure the success of the project, to the best of its ability.
4. South Arts will pay the GRANTEE a Grant Amount listed in the award letter representing its maximum fee support of the total presentation(s)/residency fee. Any deficit in the cost of the project after the application of this amount shall be the responsibility of the GRANTEE.
5. The GRANTEE will pay a minimum equal to half of the Grant Amount as its matching funds toward the presentation(s)/residency plus any additional costs or deficits incurred. The ARTIST fee should be paid directly to the ARTIST per the ARTIST/GRANTEE contract. It is further understood and agreed by all parties hereto that South Arts' liability under this agreement does not exceed the amount stated in paragraph 4, and the GRANTEE further agrees to inform all persons with whom it contracts that it is solely responsible for such contracts and they shall not construe a charge against South Arts. Any variations of paragraph 4 and 5 are covered in paragraph 17.
6. The GRANTEE shall present a concert, performance, film screening, exhibition, or reading AND provide an educational component/activity. In the event that the GRANTEE fails to perform the services (the concert, performance, film screening, exhibition or reading AND educational component), South Arts shall not be obligated to make any payment.
7. In acceptance of the Agreement, the Grantee reaffirms that all statements made on its contract with the aforesaid ARTIST are true and valid, and that it understands and agrees to all assurances therein stated.
8. In consideration of the payment by South Arts, the GRANTEE will include in all promotion, publicity, and advertising and in the program and brochure for the presentation(s)/residency, the following minimum credit line: "THIS PRESENTATION [or other activity] IS FUNDED, IN PART, BY A GRANT FROM SOUTH ARTS IN PARTNERSHIP WITH THE NATIONAL ENDOWMENT FOR THE ARTS AND [YOUR STATE ARTS AGENCY]." When no program is used, verbal credit shall be given prior to each presentation or residency.
9. In the event that the GRANTEE fails to perform the services (the presentation of the concert, performance, film screening, exhibition or reading AND educational component) described herein and has previously received financial assistance from South Arts; the GRANTEE will reimburse South Arts to the full extent of payments made to the project. If the services are partially performed and the GRANTEE previously received interim financial assistance from South Arts, such reimbursement will be proportioned accordingly by South Arts.
10. If the GRANTEE is unable to complete the project by virtue of any act or regulation or any public authority, or on account of war, labor difficulties, strikes, riots, epidemics, interruptions of transportation services, an act of God, or any other cause beyond the GRANTEE's control, South Arts shall still be obligated to make the payment required herein, to the extent that the GRANTEE has incurred expenses or obligations in connection therewith, which obligations could not otherwise be discharged, due to the occurrence of one of the above circumstances.
11. For proper evaluation, the GRANTEE agrees to admit South Arts representative(s) and/or appropriate committee at no charge.
12. The GRANTEE shall submit a full written report and accounting summarizing all expenditures and income plus copies of all programs and advance publicity to South Arts within thirty (30) days of the project ending date. Such evaluative and financial reports will be presented in the format of the Final Report as distributed by South Arts to each GRANTEE. The GRANTEE must also provide, in writing, notification of this grant award crediting South Arts and the National Endowment for the Arts to their federal elected officials (Senators/Congresspersons). Copies of the signed letters may be requested/submitted with their final report.

13. The GRANTEE hereby agrees to keep careful attendance and participation records of the project herein provided for. As part of these records, the GRANTEE agrees to adequately document the project with press clippings, publicity flyers, and brief commentary on audience reaction. The financial accounting shall be subject to audit by South Arts and/or appropriate agencies of the federal government. The GRANTEE will be responsible for the safekeeping and identification of fund records that corroborate the project’s financial statement. Said records (sales receipts, travel claims, payment documentation, timesheets, etc.) must be kept in the GRANTEE’s files for a period of three years after the end of the project. If the GRANTEE is unable to maintain such records for this period of time, all related financial and evaluative materials will be submitted to South Arts to become a part of its permanent project file.

14. If applicable, the GRANTEE agrees to submit periodic expenditure reports with respect to the herein-described project requested by South Arts in addition to the final financial report.

15. The grant cannot be assigned or transferred without written approval of South Arts.

16. South Arts shall encumber no liabilities from this project beyond the amount of the grant award.

17. The GRANTEE hereby affirms that:
   - No part of net earnings may be a private stockholder or individual that is in an organization to which donations are allowable as a charitable contribution under Section 170 (c) of the Internal Revenue Code of 1954, as amended. A copy of the Internal Revenue Service Determination letter for tax exempt status (under Section 501) must be submitted with each application.
   - It will conduct its operations in accordance with the requirements of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination act of 1975, the Americans with Disabilities Act of 1990 and, where applicable, Title IX of the Education Amendments of 1972, which bar discrimination of federally assisted projects on the basis of race, color, national origin, disability, or sex.
   - It will conduct its operations in accordance with the requirements of the Drug-Free Workplace Act of 1988, which requires the recipients of Federal grants to certify that they will provide a drug free workplace.
   - It will conduct its operations in accordance with the requirements of Section 1352, Title 31 of the US Code regarding lobbying members of Congress, an officer of employee of Congress, or an employee of any Federal agency, and that if this is to occur, it be reported on Standard Form-LLL (Disclosure form to Report Lobbying).
   - It will compensate all professional performers, related or supporting professional personnel, labors and mechanics at the prevailing minimum compensation level or on the basis of negotiated agreement which would satisfy the requirements of Parts 3, 5, and 505 of Title 29 of the Code of Federal Regulations for the duration of any project supported in whole or in part by South Arts.

18. The GRANTEE certifies, by the signature of its authorized representative hereafter, that it is legally entitled to enter the subject Agreement with South Arts and that it will not be violating either directly or indirectly any conflict of interest statute or principle of law by the performance of the Agreement.

19. SPECIAL CONDITIONS: All obligations, financial and otherwise, contained in this agreement are made with the expressed understanding of the GRANTEE that such obligations are entirely contingent upon South Arts receiving financial support from the National Endowment for the Arts, Washington, D.C.

20. A minimum of 30 days is required to receive payments from South Arts following the GRANTEE's request.

21. The GRANTEE shall provide South Arts with two complimentary tickets to the funded presentation(s)/residency. South Arts will notify the GRANTEE within 48 hours of the presentation as to the use of these tickets.

22. The GRANTEE shall provide South Arts with photographs or other documentation of funded presentation(s)/residency as part of full written report required in paragraph 13.

The fee support will become effective upon the application submission and grant award letter acceptance by the authorizing official of the GRANTEE.

Grant payment is made after the completion of the project and the receipt and approval by South Arts of the Final Report. Requests for interim payments should be submitted in writing to South Arts clearly stating the need for grant funds.
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Frank Newham / Andrew Jones     DEPT. Stormwater Management
SUBJECT: LOW BATTERY SEAWALL RESTORATION-PHASE III INCREASE P172438-VIBRATION MONITORING
REQUEST: Approval to increase P172438 with Insight Group in the amount of $16,250.00 for additional vibration monitoring through January 2023 due to the project scheduling proposed by Gulf Stream Construction to account for the length of this phase of the seawall restoration (~1,800'). This increase is to have 2 monitors for 25 weeks.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 21, 2022
COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

<table>
<thead>
<tr>
<th>Coordination</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
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<tr>
<td>CPR Committee Chair</td>
<td>☑</td>
<td>☐</td>
<td>[Signature]</td>
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<tr>
<td>Corporate Counsel</td>
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<td>MBE Manager</td>
<td>☐</td>
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</tr>
</tbody>
</table>

FUNDING: Was funding previously approved? Yes ☑ No ☐ N/A ☐
If yes, provide the following: Dept/Div Stormwater Mgmt Acct # 051160-58238
Balance in Account $16,250.00 Amount needed for this item $16,250.00
Project Number CP1526

NEED: Identify any critical time constraint(s).

CFO's Signature: [Signature]

FISCAL IMPACT: Approval P 172438 will increase the PO amount by $16,250.00 (from $31,150.00 to $47,400.00). The funding sources for this project are: Hospitality Funds ($17,077,901.53), Municipal Accommodations Tax Funds ($15,651,479.68), Charleston County Accommodations Tax Fees ($400,000.00), CWS Contributions ($4,874,746.00) and a future Hospitality Revenue Bond to cover the rest of the project.

Mayor's Signature: John J. Tecklenburg, Mayor

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

To: Mayor John Tecklenburg and City Council

From: J. Frank Newham
Senior Engineering Project Manager

Date: May 18, 2022

Subject: Additional vibration monitoring – Low Battery, Phase Three

To explain the cost increase of the vibration monitoring services at the Low Battery:

- The original contract with InSight was for a pre-construction survey and ambient vibration monitoring so we would have a baseline to compare the levels preconstruction to those during construction. They also included twenty weeks of construction monitoring, reporting and post construction inspection. This PO was for $31,150.00.

- We need to extend the vibration monitoring period from the current end date of August 2022 until January 2023 due to the project scheduling proposed by Gulf Stream. They have broken the project into 3 distinct areas (like mini projects) due to the length of this phase (1,800’). Each area will have demolition of the wall. The wall demolition and load out creates the most potential for vibration. We would like to keep two monitors in place until all the demolition is complete.

- The new proposal is for $16,250 for 2 monitors over 25 weeks. The previous PR was $31,150, bringing the total to $47,400.

Please let me know if you have any questions.
May 18, 2022

City of Charleston
2 George Street
Charleston, SC 29401

Attn: Mr. Frank Newham, P.E.
O: 843-724-3713
newhamj@charleston-sc.gov

Re: Vibration Monitoring Contract Modification
2 Additional Vibration Monitors for 25 weeks
Reconstruction of the Low Battery Phase 3
Charleston, South Carolina
Insight Group Number: 21-0405

Dear Mr. Newham:

Insight Group (IG) appreciates this opportunity to provide support during the reconstruction of the sea wall. The contract modification will extend the duration of the two vibration monitors until December 31, 2022.

The $16,250 cost for this modification will be based on the following:

<table>
<thead>
<tr>
<th>Service</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>VIBRATION &amp; CRACK MONITORING</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Vibration Monitoring, Monitoring</td>
<td>Per Monitor</td>
<td>2 monitors x 25 weeks</td>
<td>$325 per monitor per week</td>
<td>$16,250</td>
</tr>
<tr>
<td>Real-Time Alarms, Reporting</td>
<td>Per Week</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

We appreciate the opportunity to be of service on this project.

Sincerely,

INSIGHT GROUP, LLC

Matt Silveston, P.E.
Partner
TO: John J. Tecklenburg, Mayor
FROM: Steve Kirk / Andrew Jones DEPT. Stormwater Management
SUBJECT: SPRING-FISHBURNE DRAINAGE IMPROVEMENTS PHASE 4 FEE AMENDMENT #23
REQUEST: Approval of Fee Amendment #23 with Davis & Floyd in the amount of $1,281,084.00 for extended construction engineering and inspection services for increased construction duration due to weather delays and other construction related delays, including supply chain issues.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 21, 2022

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

CPR Committee Chair Yes N/A Signature of Individual Contacted Amy Wharam
Corporate Counsel ☑
Dir. of SW Management ☒
MBE Manager

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☒
If yes, provide the following: Dept/Div SW Mgmt-Project Mgmt Acct # 050361-58238
Balance in Account $1,281,084.00 Amount needed for this item $1,281,084.00

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharam

FISCAL IMPACT: Approval of Fee Amendment #23 will increase the Phase 4 portion of the professional services contract by $1,281,084.00 (from $8,064,460.00 to $9,315,544.00). The funding sources for this project are: King Street Gateway TIF ($9,006,421.80) and South Carolina Transportation Infrastructure Bank ($56,312,650.90).

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.
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: Mayor
Title:
Address: P.O. Box 652
Charleston, SC 29402

Davis & Floyd, Inc.
ENGINEER

By: 
Name: Michael V. Horton, PE, CFM, LEED-AP
Title:
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

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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</thead>
<tbody>
<tr>
<td>CEI Services</td>
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<tr>
<td>Engineering Support &amp; Admin</td>
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<td>Construction Inspection/Field Services</td>
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<tr>
<td>Schedule Analysis</td>
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<td>O&amp;M Support</td>
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<tr>
<td>Startup &amp; Operational Assistance</td>
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<tr>
<td>O&amp;M Manual</td>
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<tr>
<td>Asset Registry &amp; Preventative Maintenance</td>
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<tr>
<td>Expenses</td>
<td>$53,500</td>
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<tr>
<td>Total Amendment 23</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/Fishburne US 17 Drainage Improvements Division II - Phase 4
#### Wettwell Outfall CEI Services

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<tr>
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<td>Project Controls*</td>
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*Rate including subcontracted labor

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<td><strong>Total</strong></td>
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## DF 2021 DF SCHEDULE OF RATES

### Personnel Rate Schedule

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<th>Class</th>
<th>Rate: $/Hour</th>
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<td>Director IV</td>
<td>$235</td>
</tr>
<tr>
<td></td>
<td>Director V</td>
<td>$255</td>
</tr>
<tr>
<td></td>
<td>Inspector I</td>
<td>$60</td>
</tr>
<tr>
<td></td>
<td>Inspector II</td>
<td>$80</td>
</tr>
<tr>
<td></td>
<td>Inspector III</td>
<td>$125</td>
</tr>
<tr>
<td>Project Construction</td>
<td>Resident Construction Manager I</td>
<td>$135</td>
</tr>
<tr>
<td>Construction Engineering</td>
<td>Resident Construction Manager II</td>
<td>$155</td>
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<tr>
<td></td>
<td>Resident Construction Manager III</td>
<td>$185</td>
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</table>

### Specialty Services and Expenses

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

*All rates subject to reasonable change.*
Pump Station Wetwell and Outfall Budget Summary for Amendment 23

- Actual Monthly Invoicing
- Updated Projected Cumulative Invoicing
- Updated Cumulative Project Budget $8.6 (M)
- Previous Cumulative Project Budget $6.8 (M)
- Projected Monthly Invoicing
- Actual Cumulative Invoicing
- Previous Protected Cumulative Invoicing
- Previous 80% Cumulative Budget Threshold $5.5 (M)
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
### Black & Veatch - Standard 2019 Personnel Rate Schedule

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate: $/hour</th>
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<tbody>
<tr>
<td>Senior Project Director</td>
<td>$275</td>
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<tr>
<td>Project Director</td>
<td>$225</td>
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<tr>
<td>Project Manager</td>
<td>$200</td>
</tr>
<tr>
<td>Risk Manager/Technical Advisor</td>
<td>$200</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$200</td>
</tr>
<tr>
<td>Sr. Resident Engineer/Sr. Construction Manager</td>
<td>$185</td>
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<tr>
<td>Engineering Manager</td>
<td>$185</td>
</tr>
<tr>
<td>O&amp;M Engineer</td>
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</tr>
<tr>
<td>Resident Engineer/Construction Manager</td>
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<tr>
<td>Geotechnical/Civil Engineer</td>
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</tr>
<tr>
<td>Project Controller</td>
<td>$160</td>
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<td>Project Engineer</td>
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<td>Inspector</td>
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<tr>
<td>Technician</td>
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<td>Accountant</td>
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<tr>
<td>Administrative Assistant</td>
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<tr>
<td>All Tasks</td>
<td>Updated Billing Rates</td>
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<tr>
<td>-----------------------------------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>I Construction Phase Services</td>
<td></td>
</tr>
<tr>
<td>A. General Construction Phase Services</td>
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</tr>
<tr>
<td>B. Engineering Field Support Services</td>
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<tr>
<td>C. Resident Project Representative/Field Inspection</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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<tr>
<td>G. Project Close-Out</td>
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</tr>
<tr>
<td>H. Public Relations Support</td>
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</tr>
<tr>
<td>I. Change Management</td>
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</tr>
<tr>
<td>Subtotal</td>
<td></td>
</tr>
<tr>
<td>II Operation &amp; Maintenance Services</td>
<td></td>
</tr>
<tr>
<td>A. Startup and Operational Assistance</td>
<td>16</td>
</tr>
<tr>
<td>B. Operation &amp; Maintenance Manual</td>
<td>4</td>
</tr>
<tr>
<td>C. Asset Registry and Preventive Maintenance</td>
<td>4</td>
</tr>
<tr>
<td>D. Operation and Maintenance Training</td>
<td>4</td>
</tr>
<tr>
<td>E. Maintenance and Procurement Assistance</td>
<td>10</td>
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<tr>
<td>Subtotal</td>
<td></td>
</tr>
<tr>
<td>Total Project</td>
<td>50</td>
</tr>
<tr>
<td>Personnel</td>
<td>Ladid</td>
</tr>
</tbody>
</table>

City of Charleston
Spring Fishburne US 17 Drainage Improvements Project (Phase 4)
Outfall & PS Substructure CEI Contract - Amendment 14
Project Task/Level of Effort Spreadsheet

PM: SD
EM: KW
Date: 2/20/22

*Note: The table represents the updated billing rates for various tasks involved in the construction phase and operation and maintenance services. The total task fee is calculated by summing up all the individual task fees.*
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

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATS</td>
<td>Automatic Transfer Switch</td>
</tr>
<tr>
<td>Conveyor</td>
<td>Screenings conveyor</td>
</tr>
<tr>
<td>Flowmeter</td>
<td>Influent flowmeter</td>
</tr>
<tr>
<td>Flowmeter</td>
<td>Silt removal flowmeter</td>
</tr>
<tr>
<td>Level element</td>
<td>Level in well 1</td>
</tr>
<tr>
<td>Level element</td>
<td>Level in well 2</td>
</tr>
<tr>
<td>Level element</td>
<td>Level in well 3</td>
</tr>
<tr>
<td>Level element</td>
<td>Level element high (electrode probe)</td>
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<tr>
<td>Level element</td>
<td>Level element mid (electrode probe)</td>
</tr>
<tr>
<td>Level element</td>
<td>Level element low (electrode probe)</td>
</tr>
<tr>
<td>Level element</td>
<td>Level switch high</td>
</tr>
<tr>
<td>Level element</td>
<td>Level switch med</td>
</tr>
<tr>
<td>Level element</td>
<td>Level switch low</td>
</tr>
<tr>
<td>Level element</td>
<td>Level switch low - drain pump 1</td>
</tr>
<tr>
<td>Level element</td>
<td>Level switch low - drain pump 2</td>
</tr>
<tr>
<td>Level element</td>
<td>Sump agitation level switch low</td>
</tr>
<tr>
<td>Level element</td>
<td>Laser level element</td>
</tr>
<tr>
<td>Level element</td>
<td>Pressure level element</td>
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<td>Level switch low for silt pump no. 1</td>
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<tr>
<td>Level element</td>
<td>Level switch low for silt pump no. 2</td>
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<tr>
<td>Level element</td>
<td>Level switch for utility dock sump pump</td>
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<tr>
<td>Level element</td>
<td>Laser level element</td>
</tr>
<tr>
<td>Level element</td>
<td>Ultrasonic level element</td>
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<tr>
<td>Level element</td>
<td>Laser level element</td>
</tr>
<tr>
<td>Level element</td>
<td>Ultrasonic level element</td>
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<tr>
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<td>Laser level element</td>
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<td>Level element</td>
<td>Ultrasonic level element</td>
</tr>
<tr>
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<td>Ultrasonic level element</td>
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<tr>
<td>Level element</td>
<td>Ultrasonic level element</td>
</tr>
<tr>
<td>Level element</td>
<td>Laser level element</td>
</tr>
<tr>
<td>Level element</td>
<td>Ultrasonic level element</td>
</tr>
<tr>
<td>Level element</td>
<td>Dumpster level element</td>
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<tr>
<td>Mechanical Screen</td>
<td>Screen no. 1 with control panel</td>
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<tr>
<td>-------------------</td>
<td>---------------------------------</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>
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<td>PLC</td>
<td>Screen &amp; Conveyor system PLC</td>
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<tr>
<td>PLC</td>
<td>Main control system PLC</td>
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<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>
</tr>
<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>
</tr>
<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>
</tr>
<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>
</tr>
<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>
<td>RVSS Starter</td>
<td>Starter for silt pump no. 1</td>
</tr>
<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>
</tr>
<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>
</tr>
</tbody>
</table>
TO: John J. Tecklenburg, Mayor  
FROM: Joe Swaim / Andrew Jones  
DEPT. Stormwater Management  
SUBJECT: FOREST ACRES DRAINAGE PROJECT PHASE 2A/B CONSTRUCTION CONTRACT  

REQUEST: Approval of a construction contract with Gulf Stream Construction in the amount of $10,967,819.66 for the final phase of the Forest Acres project which includes increasing the drainage capacity of the existing system by enlarging existing ditches and box culverts from the completion of Phase 1, across Playground Road near Ashley River Road, and adjacent to Rice Court.

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

COMMITTEE OF COUNCIL: Ways & Means  
DATE: June 21, 2022  

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

CPR Committee Chair Yes N/A  
Corporate Counsel  
Dir. of SW Management  
MBE Manager  

Signature of Individual Contacted  
Attachment  

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

If yes, provide the following: Dept/Div SW Mgmt-Proj. Mgmt  
Acct # 050352-58240

Balance in Account $10,967,819.66  
Amount needed for this item $10,967,819.66

NEED: Identify any critical time constraint(s).

CFO's Signature:  
FISCAL IMPACT: Approval of the construction contract will institute a project budget of $25,458,872.29 of which $10,967,819.66 will be obligated for the contract. Funding Sources for this project are: 2012 Stormwater Bond ($15,513,805.76), Drainage Fund ($4,943,566.65), Local Option Permit Income ($5,000,000.00), Refunds ($1,499.88).

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.
<table>
<thead>
<tr>
<th>DEVELOPMENT</th>
<th>Draft Project Budget</th>
<th>Expenses To Date</th>
<th>Encumbrances</th>
<th>Remaining Balance</th>
<th>NOTES</th>
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<tbody>
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<td>915,928.72</td>
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<td>050352-52236</td>
<td>Advertising</td>
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<td>643.40</td>
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<td>1,174.83</td>
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<td>050352-58399</td>
<td>Misc. Expenses</td>
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<td>32.15</td>
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<td>Prior to 2012</td>
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<tr>
<td>050352-52126</td>
<td>Legal fees (easement issues)</td>
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<td>1,500.00</td>
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<td>Clawson &amp; Staubes</td>
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<tr>
<td>050352-55206</td>
<td>828 Playground Rd-Initial Site Clean-up</td>
<td>700.00</td>
<td>700.00</td>
<td>-</td>
<td>AmariGro Landscape Service-P166599</td>
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<td>050352-55206</td>
<td>828 Playground Rd - Remove Shed</td>
<td>4,850.00</td>
<td>4,850.00</td>
<td>-</td>
<td>Allegro Construction - PR203804</td>
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**TOTAL DEVELOPMENT COSTS**

924,829.10 924,517.10 312.00  |

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<thead>
<tr>
<th>DESIGN / ENGINEERING</th>
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<tbody>
<tr>
<td>050352-58238</td>
<td>Jordan, Jones, Goulding-Design</td>
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<tr>
<td>050352-58238</td>
<td>Thomas &amp; Hutton-Design</td>
</tr>
<tr>
<td>050352-58255</td>
<td>Mitigation, Capital</td>
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**TOTAL D/E COSTS**

2,411,175.54 1,928,077.28 483,098.26  |

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<tr>
<th>CONSTRUCTION</th>
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<tbody>
<tr>
<td>050352-58240</td>
<td>Gulf Stream-Construction</td>
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<tr>
<td>050352-52240</td>
<td>Phase 2a/2b Construction</td>
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<tr>
<td>050352-52240</td>
<td>Window Boarding (828 Playground Rd)</td>
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**TOTAL CONSTRUCTION COSTS**

21,026,085.69 21,026,085.69 - 0.00  |

<table>
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<tr>
<th>OTHER</th>
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<tbody>
<tr>
<td>Phase 2 Contingency</td>
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**TOTAL PROJECT COSTS**

25,458,872.29 23,877,492.07 1,581,380.22 0.00  |

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<thead>
<tr>
<th>FUNDING SOURCES</th>
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<th>SOURCE</th>
<th>AMOUNT</th>
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<td>12,662,466.81</td>
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<tr>
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<td>SW Bond</td>
<td>532,801.01</td>
<td>532,801.01</td>
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<tr>
<td>Prior to Bond</td>
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**TOTAL FUNDING**

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FOREST ACRES PHASE 2A AND 2B
DRAINAGE IMPROVEMENTS PROJECT
March 2022

Mayor John J. Tecklenburg
City Council
Boyd Gregg
Kevin Shealy
Jason Sakran
Robert M. Mitchell
Karl L. Brady, Jr.
William Dudley Gregorie

Perry K. Waring
Michael S. Seekings
A. Peter Shahid, Jr.
Stephen Bowden
Ross A. Appel
Caroline Parker
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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.

ee. 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 323 if
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.


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 LF vs 392 LF actual. 8x4 Box Culvert Pay item 349 LF vs 321 LF 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 so, 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.
jjj. **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.

kkk. **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.

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

Response 65: No driveways are impacted.

mmm. **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.

nnn. **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.

ooo. **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.

ppp. **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.

qqq. **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.
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
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 contractor. 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 Bid is opened.

18. **WITHDRAWAL OF BIDS:** Any Bidder may withdraw his Bid, either personally or by written request, at any time prior to the scheduled time for opening of Bids or authorized postponement thereof.

No Bidder may withdraw his Bid for a period of 90 days after the date set for the opening thereof, and all Bids shall be subject to acceptance by the Owner during this period.

19. **IRREGULAR BIDS:** A Bid will be considered irregular and may be rejected for any one of the following reasons:

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 the 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 such 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  BID

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, hereinafter called “Bidder.”

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 365 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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### FOREST ACRES DRAINAGE IMPROVEMENTS – PHASE 2A

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<tr>
<td>39 6&quot; Water Main</td>
<td>155</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40 8&quot; Water Main</td>
<td>34</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>41 16&quot; Steel Casing</td>
<td>29</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>42 18&quot; Steel Casing</td>
<td>14</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>43 6&quot; 45 Degree Bend</td>
<td>300</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>44 8&quot; 45 Degree Bend</td>
<td>500</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>45 6&quot; 90 Degree Bend</td>
<td>200</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>46 10&quot; 45 Degree Bend</td>
<td>1,300</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>47 Sewer Manhole (Drop)</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>48 8&quot; Sewer Main</td>
<td>84</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>49 16&quot; Steel Casing</td>
<td>60</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50 10&quot; Force Main</td>
<td>53</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>51 20&quot; Steel Casing</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>52 2&quot; Valves (ARV)</td>
<td>1</td>
<td></td>
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<tr>
<td>53 Soil and Erosion Control</td>
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<tr>
<td>54 Protective Tree Fencing</td>
<td>1,320</td>
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</tr>
</tbody>
</table>

Phase 2B Base Bid Subtotal $62,040.79
### FOREST ACRES DRAINAGE IMPROVEMENTS - PHASE 2B – BID ALTERNATE

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6' Chain Link Fence</td>
<td>1,770</td>
<td>LF</td>
<td>$33.50</td>
<td>$59,295.00</td>
</tr>
</tbody>
</table>

**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) $10,967,819.60**

---

*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**
($___________) 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:

☑ On 1/1/_________ 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, 2022

Sherri A. Hill
Executive Administrator  (title)

My commission expires

SHERI A. HILL'S  NOTARY PUBLIC  
STATE OF SOUTH CAROLINA  
My Comm Expires May 26, 2026

9 of 15 01140
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.
Forest Acres Drainage Improvements Phases 2A and 2B
City of Charleston
Minority/Women-Owned Business Enterprise (MWBE)
Compliance Provisions

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

APPLICATION:

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

Definitions:
MBE is defined as a small business owned and controlled by minorities.
WBE is defined as a small business owned and controlled by women.
This means that fifty-one percent (51%) of the business must be owned by minorities or women and that they must control the management and daily operations of the business.

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

COMPLIANCE REQUIREMENTS:

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

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

AND

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

OR

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

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

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

Name of Company: Gulf Stream Construction Company, Inc.

[Signature]
President
[Attest]

J. Mark Hylton, PE
[Print Name]
[Date]
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>1. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
<th>Minority Group Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Source, LLC</td>
<td>1136 Ben Barron Lane, Moncks Corner SC 29461</td>
<td>(Women)</td>
</tr>
<tr>
<td>Penny Battles</td>
<td></td>
<td>(African American)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(American Indian)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Other)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Follow up Verification</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
<th>Minority Group Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Southern Concrete &amp; Construction, Inc.</td>
<td>1101 Trammell Rd, Anderson SC 29622</td>
<td>(Women)</td>
</tr>
<tr>
<td>Kelly Bouware</td>
<td></td>
<td>(African American)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Asian American)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(American Indian)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Other)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Follow up Verification</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
<th>Minority Group Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truluck Roadway Services, LLC</td>
<td>1528 Trellie Drive, Charleston SC 29407</td>
<td>(Women)</td>
</tr>
<tr>
<td>Chris Truluck</td>
<td></td>
<td>(African American)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Asian American)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(American Indian)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Other)</td>
</tr>
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<td></td>
<td></td>
<td>Follow up Verification</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
<th>Minority Group Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Atlantic South Consulting Services</td>
<td>1939 Remount Road, North Charleston SC 29406</td>
<td>(Women)</td>
</tr>
<tr>
<td>Adrian Williams</td>
<td></td>
<td>(African American)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Asian American)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(American Indian)</td>
</tr>
<tr>
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<td></td>
<td>(Other)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Follow up Verification</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 add 1 lists attached.

Date: 5/12/22  Name of Authorized Officer [Print/Type]: J. Mark Hylton, PE

Sworn to before me this 24th day of May 2022

Notary Public for the State of South Carolina
My Commission Expires: 5/20/26

Signature: [Signature]

Title: President

Notary Seal:

[Notary Stamp]
AFFIDAVIT A

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

#2. Minority Type: WBE
   Minority Firm Name: Soil Consultants, Inc.
   Contact: Martha Johnson
   Address: P.O. Drawer 698, Charleston SC 29402
   Phone: (843) 723-4539
   Fax:
   DBE Certification No. 03-050119-149

#3. Minority Type: WBE
   Minority Firm Name: BC Cannon Inc.
   Contact: Deirdre Cannon
   Address: 2501 Rutherford Road, Greenville SC 29660
   Phone: (843) 820-2003
   Fax:
   DBE Certification No. 03-19-186

#4. Minority Type: WBE
   Minority Firm Name: Bob Hammond Construction, Inc.
   Contact: Lorie Hammond
   Address: 123 Lisa Ann Lane, Moneys Corner SC 29461
   Phone: (843) 820-2003
   Fax:
   DBE Certification No. 03-19-186

#5. Minority Type: WBE
   Minority Firm Name: Herndon Inc
   Contact: Frances O Herndon
   Address: 1876 Whiting Way, Lugoff SC 29078
   Phone: (803) 438-1078
   Fax:
   DBE Certification No. 03-031621-320

#6. Minority Type: MBE
   Minority Firm Name: W. Frazier Construction, Inc
   Contact: Willie Frazier Jr
   Address: 7050 Moberry Road, Ravenel SC 29470
   Phone: (843) 556-8784
   Fax:
   DBE Certification No. 01-062921-350
<table>
<thead>
<tr>
<th>#</th>
<th>Minority Type</th>
<th>Minority Firm Name</th>
<th>Contact</th>
<th>Address</th>
<th>Phone</th>
<th>Fax</th>
<th>DBE Certification No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>#7</td>
<td>MBE</td>
<td>Affordable Land &amp; Lawn Care LLC</td>
<td>Antonio Tomlin</td>
<td>107 Lancer Drive, Summerville SC 29485</td>
<td>(843) 535-9673</td>
<td></td>
<td>01-102919-193</td>
</tr>
<tr>
<td>#8</td>
<td>WBE</td>
<td>Green Acres Services, Inc.</td>
<td>Karen Moore</td>
<td>142 Water Wheel Road, Ridgeville SC 29472</td>
<td>(843) 873-6300</td>
<td></td>
<td>03-091421-371</td>
</tr>
<tr>
<td>#9</td>
<td>WBE</td>
<td>Peggra Farms, LLC</td>
<td>Renee Artigues</td>
<td>2908 St. Peters Road, Walterboro SC 29488</td>
<td>(843) 893-3460</td>
<td></td>
<td>03-080610-73</td>
</tr>
<tr>
<td>#10</td>
<td>WBE</td>
<td>Pro Lateral, LLC</td>
<td>Catherine Wilson</td>
<td>511 Blue Dragonfly Dr, Charleston SC 29414</td>
<td>(843) 556-8217</td>
<td></td>
<td>03-013121-300</td>
</tr>
<tr>
<td>#11</td>
<td>WBE</td>
<td>Seacoast Supply LLC</td>
<td>Anne Forrest</td>
<td>7227 Cross Park Drive, North Charleston SC 29418</td>
<td>(843) 377-2900</td>
<td></td>
<td>06-073020-254</td>
</tr>
<tr>
<td>#12</td>
<td>MBE</td>
<td>Patt-Sing Trucking LLP</td>
<td>Jerome Singleton</td>
<td>5234 Stonewall Drive, Summerville SC 29485</td>
<td>(843) 670-3852</td>
<td></td>
<td>01-06181853</td>
</tr>
</tbody>
</table>
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 Total Project Amount $10,967,819.00
(Project Name)

I hereby certify that on the (Name of Offeror)

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>Eachel's</td>
<td>WBE</td>
<td>Asphalt</td>
<td>$109,992.50</td>
</tr>
<tr>
<td>Shem 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>$194,369.02</td>
</tr>
<tr>
<td>Soil Consultants</td>
<td>WBE</td>
<td>Testing</td>
<td>$37,416.50</td>
</tr>
<tr>
<td>Pro Lateral</td>
<td>WBE</td>
<td>Storm Drain Video</td>
<td>$15,412.00</td>
</tr>
<tr>
<td>Heindon</td>
<td>WBE</td>
<td>Erosion Control</td>
<td>$56,038.50</td>
</tr>
<tr>
<td>BC Cummans</td>
<td>WBE</td>
<td>Traffic Control</td>
<td>$18,053.00</td>
</tr>
</tbody>
</table>

Total MBE Participation: 20.22% $2,217,932.02

* 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 16th day of May 2022 Notary Public for the State of South Carolina
Notary Seal:

My Commission Expires: 12/1/23
Print Name: Shern A. Hills
Phone Number: 843-572-4363
Address: 1983 Technology Drive Charleston, SC 29492
Affidavit of J. Mark Hylton, PE

I hereby certify that on the Forest Acres Drainage Improvements Ph 2A/2B
Total Project Amount $10,967,819.66

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>
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<td>DBC</td>
<td>Aggregates</td>
<td>$7,264,414.07</td>
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<td>WBC</td>
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</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: ___________________
Phone Number: 843-572-4363
Address: 1983 Technology Drive
         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, Richrd 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 LF 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.
Project Reference: Marc Cherry, P.E. - Gramling Brothers Development
502 King Street Third Floor Suite Charleston, SC 29403 843-723-6262
Original Contract Amount: $19,385,827
Change Order Total: $2,205,022
Contacts: Gramling Brothers (Marc Cherry)
Thomas and Hutton (Scott Green, James Thomas, Christian Honeycutt)

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 1
• 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 (HI5), 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.
**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 certification 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

**INSURED**
Gulf Stream Construction Co., Inc.
1983 Technology Drive
Charleston, SC 29492

**COVERAGE NUMBER:**

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<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>COVERAGE LIMITS</th>
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<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CPP20062952102</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>COMBINED SINGLE LIMIT $1,000,000</td>
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<td>UMBRELLA LIAB EXCESS LIABILITY</td>
<td>CU2099826002</td>
<td>EACH OCCURRENCE $10,000,000</td>
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<td>WORKERS COMPENSATION AND EMPLOYERS’ LIABILITY</td>
<td>WC205504616</td>
<td>E.L. EACH ACCIDENT $1,000,000</td>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101):**

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 ongoing 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

[Signature]

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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

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<th>Agency Number</th>
<th>Policy Effective Date</th>
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<th>Account Number</th>
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<tr>
<th>Named Insured</th>
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<th>Issuing Company</th>
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<tbody>
<tr>
<td>Gulf Stream Construction Co., Inc.</td>
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</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 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.

---

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)**

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

Includes copyrighted material of Insurance Services Office, Inc.
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

A LICENSE IS HEREBY GRANTED TO:

Gulf Stream Construction Company, Inc.
1883 TECHNOLOGY DR
CHARLESTON, SC 29492

DATE OF ISSUE
-
-
-
1
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.

Amy K. Williams
CHARLESTON, SOUTH CAROLINA

CHIEF FINANCIAL OFFICER

Business License Receipt

DATE 04/25/2022
INVOICE # 00241290

ACCOUNT:
Gulf Stream Construction Company, Inc.
1883 TECHNOLOGY DR
CHARLESTON, SC 29492

Class: 8.1
NAICS: 238220

Date: 04/25/2022
Status: Paid In Full
Payment: Check

Amount: $92,431.18

Total Paid $92,431.18
HAS MET ALL THE REQUIREMENTS OF THE COUNTY OF CHARLESTON FOR LICENSING AS A
GENERAL CONTRACTOR

COUNTRY CONTRACTOR

GULF STREAM CONSTRUCTION CO INC

HEREBY 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 Principal,

hereby held and firmly bound unto City of Charleston, S.C., as Surety, are

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 completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

Then this obligation shall be void, otherwise the same shall remain in force and effect: it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

By: /s/ Gulf Stream Construction Co., Inc.
Principal

Travelers Casualty & Surety Company of America

By: /s/ Duainette H. Cullum
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 Duallette H Guilm 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 hereunto affixed, this 21st day of April, 2021.

State of Connecticut

City of Hartford as.

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.

My Commission expires the 30th day of June, 2026

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 other designee 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 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 or facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking 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 a Corporation

(an Individual), (a Partnership), or (a Corporation)

of the City of Charleston ____________, County of Berkeley ____________, 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: _____________________________________

________________________________________
(Title)

________________________________________
(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)

__________________________________________  
(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: ______________________

________________________
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 01212)
SECTION 01214  PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

____________________________________
(Name of Contractor)

____________________________________
(Address of Contractor)

____________________________________
(Name of Surety)

____________________________________
(Address of Surety)

hereinafter called Principal, and

(an Individual), (a Partnership), or (a Corporation)

____________________________________
(Name of Owner)

____________________________________
(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 (SEAL)

__________________________________________________________
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 $10,667,819.66.

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 $10,987,819.66.

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: Forest Acres Phase 2A and 2B Drainage Improvement Project
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
Suite 100
Mt Pleasant, SC 29464

1983 Technology Drive
Charleston, SC 29492

80 Broad St
Charleston, SC 29401

Signature
By: __________________________
Date: _______________________

Signature
By: __________________________
Date: _______________________

Signature
By: John J. Tecklenburg
Date: _______________________

8-21-07
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.
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, sledger, barreing, 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, cribbing, endwalls, buildings, sewers, service pipes, underdrains, foundation drains, and other miscellaneous items which may be encountered in the work, and which are not otherwise classified herein.

**SUBBASE:** The layer or layers of specified or selected material of designated thickness or rate of application placed on a subgrade to comprise a component of the pavement structure to support the base course, pavement, or subsequent layer of the construction.

**SUBCONTRACTOR:** An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

**SUB-SUBCONTRACTOR:** An individual, firm, or corporation having a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

**SUBGRADE:** The top surface of a roadbed upon which the pavement structure and shoulders are constructed.

**SUBSTANTIAL COMPLETION:** That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

**SUPPLEMENTAL CONDITIONS:** Conditions of the Contract other than the General Conditions.

**SUPERINTENDENT:** The Contractor's authorized representative in responsible charge of the work.

**SUPPLIER:** Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
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
AAMA
AAN
AAR
AASHTO
AATC
ACI
ACP
AED
AFBMA
AFI
AGA
AGC
AGMA
AHAM
AHDGA
AIA
AIEE
AISC
AISI
ALS
AMA
AMCA
ANS
ANSI

Aluminum Association
Architectural Aluminum Manufacturers Association
American Association of Nurserymen
Association of American Railroads
American Association of State Highway and Transportation Officials
American Association of Textile Chemists and Colorists
American Concrete Institute
American Concrete Pipe Association
American Equipment Dealers
Anti-Friction Bearing Manufacturers Association, Inc.
American Filter Institute
American Gas Association
Associated General Contractors of America, Inc.
American Gear Manufacturers Association
Association of Home Appliance Manufacturers
American Hot Dip Galvanizers Association
American Institute of Architects
American Institute of Electrical Engineers
American Institute of Steel Construction
American Iron and Steel Institute
American Lumber Standards
Acoustical Materials Association
Air Moving and Conditioning Association
American Nuclear Society
American National Standards Institute
APA American Plywood Association
API American Petroleum Institute
APWA American Public Works Association
ARA American Railway Association
AREA American Railway Engineering Association
ARI Air Conditioning and Refrigeration Institute
ASA Acoustical Society of America
ASCE American Society of Civil Engineers
ASLA American Society of Landscape Architects
ASLE American Society of Lubricating Engineers
ASME American Society of Mechanical Engineers
ASQC American Society for Quality Control
ASSE American Society of Sanitary Engineers
ASTM American Society for Testing and Materials
AVATI Asphalt and Vinyl Asbestos Tile Institute
AWI Architectural Woodwork Institute
AWPA American Wood Preservers’ Association
AWPI American Wood Preservers’ Institute
AWS American Welding Society
AWWA American Water Works Association
BHMA Builders Hardware Manufacturers Association
CABRA Copper and Brass Research Association
CDA Copper Development Association
CEMA Conveyor Equipment Manufacturers Association
CGA Compressed Gas Association
CRSI Concrete Reinforcing Steel Institute
CS Commercial Standards, US Department of Commerce
CSI Construction Specification Institute
DCDMA Diamond Core Drill Manufacturers Association
EIA Electronic Industries Association
FCI Fluid Controls Institute
FGJA Flat Glass Jobbers Association
FIA Factory Insurance Association
FM Factory Mutual
FMEC Factory Mutual Engineering Corporation
FS Federal Specification
FSPT Federation of Societies for Paint Technology
FSS Federal Specifications, General Services Administration
FHWA Federal Highway Administration
GA Gypsum Association
IBI Insulation Board Institute
IBR Institute of Boiler and Radiator Manufacturers
IEEE Institute of Electric and Electronics Engineers
IES Illuminating Engineering Society
ILIA Indiana Limestone Institute of America, Inc.
IME Institute of Makers of Explosives
IP Institute of Petroleum (London)
IPC Institute of Printed Circuits
IPCEA Insulated Power Cable Engineers Association
ISA Instrument Society of America
ISO International Organization for Standardization
ITE Institute of Traffic Engineers
LIA Lead Industries Association
MBMA Metal Building Manufacturers Association
MIA Marble Institute of America
MLA Metal Lath Association
MLMA Metal Lath Manufacturers Association
MPTA Mechanical Power Transmission Association
MRIS  Maritime Research Information Service
MS   Military Specification
MSTD Military Standard
NAAM National Association of Architectural Metal Manufacturers
NAFM National Association of Fan Manufacturers
NBFA National Board of Fire Underwriters
NSB 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
NFL Fire Code
NFPA National Fire Protection Association
NHLA National Hardware Lumber Association
NLA National Lime Association
NLGI National Lubricating Grease Institute
NLMA National Lumber Manufacturers Association
NMA National Microfilm Association
NMWIA National Mineral Wool Insulation Association
NPC National Plumbing Code
NRCA National Roofing Contractors Association
NRMCA National Ready Mixed Concrete Association
NSF National Sanitation Foundation
NTMA The National Terrazzo and Mosaic Association
NWMA National Woodwork Manufacturers Association
OSHA Occupational Safety and Health Act
PCA Portland Cement Association
PCI Prestressed Concrete Institute
PDCA Painting and Decorating Council of America
PEI Porcelain Enamel Institute
PI Perlite Institute
RIS Redwood Inspection Service
RMA Rubber Manufacturers Association
RTI Resilient Tile Institute
RWMA Resistance Welder Manufacturers Association
SAE Society of Automotive Engineers
SAMA Scientific Apparatus Makers Association
SBI Steel Boiler Institute
SCDOT South Carolina Department of Transportation
SCPC 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 therefrom. 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 misfittings in, the work.

2.8 **OWNER'S RIGHT OF AUDIT:** In case the Owner agrees that a Contractor is to perform work on a cost plus basis, the Owner is to have a full and complete right to audit and make copies of Contractor's or Subcontractor's records with respect to any payment the Owner may be requested to make for any work done on a cost plus basis.

2.9 **OWNER'S RIGHT TO SEPARATE CONTRACTS:** The Owner reserves the right to let other contracts in connection with the Work under similar General Conditions. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

The Owner may perform additional Work related to the Project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

2.10 **OWNER'S RIGHT TO DO WORK:** If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after three (3) days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner on demand.

The Engineer's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding, or restoring any damaged or defective work or equipment when performed by one other than the Contractor shall be binding and conclusive as to the amount thereof upon the Contractor.

2.11 **OWNER'S RIGHT TO TERMINATE CONTRACT:** If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver or trustee should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregard laws, ordinances, or the instructions of the Owner and his representatives, or otherwise be guilty of substantial violation of any provision of the Contract, then the Owner, may, without prejudice to any other right or remedy and after giving the Contractor, and his surety, if any, seven days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, as it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including compensation for additional engineering, managerial, and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

2.12 **SUSPENSION OF WORK, TERMINATION, AND DELAY:** The Owner may suspend the Work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer,
which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

2.13 **INSPECTIONS AND TESTING:** If the Contract Documents, Owner's instructions, laws, ordinances, or any public authority having jurisdiction require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for observation by the Owner or inspection by another authority, and if the inspection is by another authority rather than the Owner, of the date fixed for such inspection. The required certificates of such inspection shall be secured by the Contractor. Observations by the Owner shall be promptly made, and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Owner, it must, if required by the Owner, be uncovered for examination, at the Contractor's expense.

2.14 **INSPECTION OF WORK AWAY FROM THE SITE:** If the work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Engineer of the place and time where such fabrication, manufacture, testing, or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

2.15 **PIPE LOCATION:** Exterior pipelines will be located substantially as indicated on the Drawings, but the right is reserved to the Owner acting through the Engineer, to make such modifications in location as may be found desirable to avoid interference with structures or for other reasons. Where fittings, etc. are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him from laying and jointing different or additional items where required.

2.16 **PRIOR USE OR OCCUPANCY:** The Owner reserves the right to use or occupy the Work or portion thereof, and to use equipment installed under the Contract, prior to final acceptance. Such use or occupancy will not constitute acceptance of the Work or any part thereof. Despite such use or occupancy, guarantee periods will not begin until the completion of all work under the Contract, unless agreement to the contrary is made in writing between the parties.

2.17 **WEATHER CONDITIONS:** In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect its work, such materials shall be removed and replaced as the expense of the Contractor.

2.18 **OWNER'S RIGHT TO CLEAN UP:** If a dispute arises between the separate contractors as to their responsibility for cleaning up, the Owner may clean up and charge the cost thereof to the Contractor as the Engineer shall determine to be just.

3. **CONTRACTOR'S RIGHTS AND RESPONSIBILITIES**

3.1 **ACCESS TO WORK:** The Owner, the Engineer, and their officers, agents, servants, and employees plus representatives of the various participating Federal or State agencies may at any and all times and for any and all purposes, enter upon the work and site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefore.

3.2 **ACCIDENT PREVENTION:** In the performance of the contract the Contractor shall comply with the applicable provisions of the regulations issued by the Secretary of Labor
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 \textit{PROTECTION OF WORK, PROPERTY, AND PERSONS IN AN EMERGENCY}. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

3.8 **CLAIMS FOR DAMAGE**: If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier, file with the Engineer a written, itemized statement in triplicate of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid, and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Engineer shall file with the Owner one copy of the statement together with his recommendations for action by the Owner.

The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination, or decision of the Engineer, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the last paragraph of Subsection 2.a entitled \textit{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 there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefits acts.

3.20 **INToxicATING LIQUORS:** The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work.

3.21 **LEGAL ADDRESS OF CONTRACTOR:** The Contractor's business address and his office at or near the site of the work are both hereby designated as places to which communications may be delivered. The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the US Postal Service or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor, and the date of such service shall be the date of receipt. The first named address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor, and delivered to the Engineer. Service of any notice, letter, or other communication upon the Contractor personally shall likewise be deemed sufficient service.

3.22 **MUTUAL RESPONSIBILITY OF CONTRACTORS:** The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work. To ensure proper execution of the subsequent work, the Contractor shall measure work already in place and shall at once
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 therefrom, 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 there before 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 tarpsaulines, wood and building-paper shelters, or other approved means.

During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept
sufficiently warm so that a proper bond will take place and a proper curing, aging, or drying will result. Protected spaces shall be artificially heated by approved means that will result in a moist or a dry atmosphere according to the particular requirements of the work being protected. Ingredients for concrete and mortar shall be sufficiently heated so that the mixture will warm throughout when used.

The Engineer may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be, in any season. The Contractor agrees that he shall not have or assert any claim for or be entitled to any additional compensation or damages on account of any such suspension.

3.27 PROTECTION OF WORK, PROPERTY, AND PERSONS: The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

3.28 PROTECTION OF WORK, PROPERTY, AND PERSONS IN AN EMERGENCY: In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury, or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

3.29 PROTECTION AGAINST WATER AND STORM: The Contractor shall take all precautions necessary to prevent damage to the Work by storms or by water entering the site of the Work directly, tidally, or through the ground. In case of damage by storm or water, the Contractor shall at his own cost and expense make such repairs or replacements or rebuild such parts of the Work as the Engineer may require in order that the finished work may be completed as required by the Contractor.

3.30 PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS: The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site of the work which is not to be removed and which does not reasonably interfere with the construction work. Care shall be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place. Any limbs or branches of trees broken during such operations or by the careless operation of equipment or by workmen, shall be trimmed with a clean cut and painted with an approved tree pruning compound as approved by the Engineer.
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 the 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 of limitations at the site of the work to avoid construction errors or damage to existing facilities. If any work is performed by the Contractor, or any subcontractors, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

If the Contractor, in the course of the work, finds any discrepancy between the Drawings and the physical conditions of the locality, or any errors or omissions in the Drawings or in the layout as given by survey points and instructions, he shall immediately inform the Engineer, in writing. The Engineer will promptly investigate the reported conditions and issue such instructions as may be necessary for the proper execution of the work. Any work done after such discovery and prior to receipt of such instructions shall be at the risk of the Contractor.

4. MATERIALS, EQUIPMENT AND WORKMANSHIP

4.1 CHEMICAL USAGE: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, shall show approval of either EPA or USDA. The use of all such chemicals and disposal of residues shall be in strict conformance with manufacturer and USDA instructions.

4.2 CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the Work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him, in the Work, free from all liens, claims, or encumbrances.

4.3 CORRECTION OF WORK BEFORE COMPLETION: The Contractor shall promptly remove from the premises all work condemned by the Owner as failing to conform to the Contract Documents, whether incorporated or not and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without
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 noted 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

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5.1 **LITIGATION OF DISPUTES: JURISDICTION:** OWNER and CONTRACTOR agree that this CONTRACT shall be interpreted according to the Laws of the State of South Carolina, and that the appropriate forum and jurisdiction for resolving any disputes and claims shall be the South Carolina Court of Common Pleas for Charleston County.

5.2 **WAIVERS EXPLICITLY IN WRITING:** No action or failure to act by the ENGINEER or the OWNER, or the CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the CONTRACT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

5.3 **ASSIGNMENTS:** The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

5.4 **PERFORMANCE BOND AND PAYMENT BOND:** Unless otherwise noted in the Supplemental Conditions, a Performance Bond and a Payment Bond are required. The Contractor shall obtain a Performance Bond and Payment Bond, acceptable to the Owner in a surety company authorized to do business in the state in which the Project is constructed, each for the full amount of the Contract Sum. The bonds shall guarantee the Contractor's faithful performance of the Contract and the payment of all obligations arising there under. The bonds shall remain in force until:

5.4.1 The Project has been completed and accepted by the Owner.

5.4.2 The provisions of all guarantees required by these Contract Documents have been fulfilled or the time limitation for all guarantees has expired, or

5.4.3 The time for the filing of all mechanics’ liens has expired, whichever is longer, after which it shall become void.

The Contractor shall pay all charges in connection with the bonds as a part of the Contract. One executed copy of the bonds shall be attached to each copy of the Contract before they are returned to the Engineer for the Owner’s signature.

If the Contractor defaults, the Contractor or his Surety shall reimburse the Owner for any additional Engineering fees for additional services made necessary because of the Contractor’s default.

5.5 **ADDITIONAL OR SUBSTITUTE BOND:** If at any time the Owner for justifiable cause, shall be or become dissatisfied with the surety or sureties for the Performance and/or Payment Bonds, the Contractor shall within 5 days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as maybe satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

5.6 **CHANGES NOT TO AFFECT BONDS:** It is distinctly agreed and understood that any changes made in the Work or the Drawings or Specifications therefore (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner or time of payments made by the Owner to the Contractor, or any other modifications of the Contract, shall in no way annul, release,
diminish, or affect the liability of the Surety on the Contract Bonds given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect.

5.7 **COMPLIANCE WITH LAWS:** The Contract shall be governed by the law of the place where the Project is located. The Contractor shall abide by all local and State Laws or ordinances to the extent that such requirements do not conflict with Federal laws or regulations. The Contractor shall keep himself fully informed of all existing and future federal, state, and local laws, ordinances, rules, and regulations affecting those engaged or employed on the work, the materials and equipment used in the work or the conduct of the work, and of all orders, decrees, and other requirements of bodies or tribunals having any jurisdiction or authority over the same, including, but not limited to the US Department of Labor and Bureau of Standards Safety and Health Regulations for Construction and its amendments as set up under the Williams-Steiger Occupational Safety and Health Act of 1970. If any discrepancy or inconsistency is discovered in the Drawings, Specifications, or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree, or other requirement, the Contractor shall forthwith report the same to the Engineer in writing.

The Contractor shall at all times observe and comply with, and cause all his agents, servants, employees, and subcontractors to observe and comply with all such existing requirements, and he shall protect, indemnify, and save harmless the Owner, its officers, agents, servants, and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorney’s fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulations, order, decree, or other requirement, whether committed by the Contractor or any of his agents, servants employees, or subcontractors.

5.8 **REQUIRED PROVISIONS DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

5.9 **LIENS:** If at any time any notice of liens are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove, or otherwise dispose of the same, and until such discharge, removal, or disposition, the Owner shall have the right to retain from any monies payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorney's fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

5.10 **CLAIMS:** If at any time there is any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Owner may retain from any monies which would otherwise be payable hereunder so much thereof as, in its judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.

5.11 **INSURANCE:** The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance must have the approval of the Owner as to limit, form, and amount. The Contractor will not permit any Subcontractor to commence work on this project until the same insurance requirements have been
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></th>
<th>Bodily Injury</th>
<th>Property Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premises and Operations</td>
<td>$1,000,000/per occurrence</td>
<td>$1,000,000/per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000/aggregate</td>
<td>$2,000,000/aggregate</td>
</tr>
<tr>
<td>Elevator Liability</td>
<td>$1,000,000/per occurrence</td>
<td>$1,000,000/per occurrence</td>
</tr>
<tr>
<td>Contractor's Protective Liability</td>
<td>$1,000,000/per occurrence</td>
<td>$1,000,000/per occurrence</td>
</tr>
<tr>
<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/per 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

<table>
<thead>
<tr>
<th>Type</th>
<th>Liability Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined single limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>(includes owner, non-owned</td>
<td></td>
</tr>
<tr>
<td>and hired car)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type</th>
<th>Liability Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Split Limits</td>
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<tr>
<td>Bodily injury per person:</td>
<td>$500,000</td>
</tr>
<tr>
<td>BI per occurrence:</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Property Damage:</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

5.11.4 WORKERS COMPENSATION

Must fulfill the statutory requirements.

5.11.5 ENVIRONMENTAL LIABILITY

<table>
<thead>
<tr>
<th>Type</th>
<th>Liability Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Occurrence:</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Aggregate:</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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 to or become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor, the Owner shall not be held to a basis of the lowest prices for which the completion of the work or any part thereof might have been accomplished, but all sums actually paid or obligated therefore to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expense, losses, damages, attorney's fees, and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Contract if the work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference and, in case such costs, expenses, losses, damages, attorney's fees, and other charges, together with all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

7. PAYMENTS TO THE CONTRACTOR

7.1 PRICES FOR WORK: The Owner shall pay and the Contractor shall receive the prices stipulated in the Bid made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

Payments by the Owner to the Contractor shall be based on a Lump Sum for the scope of Work. Unit prices have been received from the Contractor and agreed to by the Owner to provide agreed upon prices for modification to Work quantities. The Owner and Contractor agree that if the scope of Work either increases or decreases within 20% of the original unit quantities, the payment for such increase or decrease shall be based on the unit prices as set forth in the Contract Documents.

7.2 SCHEDULE OF VALUES: Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall, within twenty (20) days of the execution of the Contract and not less than ten (10) days prior to making an application for partial
payment, submit to the Owner in a form approved by the Owner a schedule of values showing a breakdown of the Contract Sum itemized by trade and/or specification sections or as otherwise directed by the Owner and for each item shall show the total value including the Contractor's overhead and profit. Upon approval by the Owner, this schedule will be used in determining the value of the work done for the purpose of partial payments.

The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

7.3 APPLICATIONS FOR PARTIAL PAYMENT: Before the first day of each month, or as otherwise directed by the Owner, the Contractor shall make applications for the value of the work done and the materials installed and/or delivered to the site for installation in the project during the previous month. Such applications shall show the breakdown of the project into the same items as the schedule of values specified in Subsection 7.2 entitled SCHEDULE OF VALUES and showing for each item the total value, the value previously reported as complete, the value completed during the month, the cumulative value completed, and the value remaining to be done. The application shall also show the value of materials delivered to the site which have not been incorporated into the work and whose value is not included in the amount shown for the work of which they are a part. The value of such materials shall be established by attaching copies of invoices covering the materials to the application. The application shall include a summary of value of the work performed during the previous month, plus the value of the material delivered to the job site but not incorporated in the work, and minus the amount of the retainage indicated in Subsection 7.4 entitled RETAINAGE.

The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate.

7.4 RETAINAGE: The Owner shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The Owner at any time, however, after fifty (50) percent of the work has been completed, if he finds that satisfactory progress is being made, will make further partial payments in full on the current and remaining estimates, but amounts previously retained shall not be paid to the Contractor at fifty (50) percent completion or any time thereafter. When, in the opinion of the Engineer, the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than ten (10) percent of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the Work has been substantially completed except for Work that cannot be completed because of weather conditions, lack of materials, or other reasons that in the judgment of the Owner are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed.

7.5 PAYMENTS WITHHELD: The Owner may withhold payment or, on account of subsequently discovered evidence, nullify the whole or part of any application to the extent necessary to protect himself from loss on account of the following:

7.5.1 Defective work not remedied.

7.5.2 Claims filed or reasonable evidence indicating the probably filing of claims.

7.5.3 Failure of the Contractor to make payments to Subcontractors, material suppliers, or employees.
7.5.4 A reasonable doubt that the Contract work can be completed for the balance unpaid.

7.5.5 Damage to another Contractor.

When the above grounds are removed, payment will be made for the amounts withheld because of them.

7.6 **PAYMENT OF APPLICATIONS FOR PARTIAL PAYMENT:** Upon verification and approval of the application for partial payment made as specified, the Owner will make payment of the amount found properly due. No payment made to the Contractor or partial or entire use or occupancy of the Work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract.

7.7 **FINAL INSPECTION:** Upon receipt of written notice from the Contractor that the work has been completed and finished in accordance with the Contract, the Owner shall cause an inspection to be made of the work by his authorized representatives. A list shall be made of all deviations from the Contract requirements (commonly termed punch list), and a copy of such list furnished to the Contractor. The Contractor shall with reasonable haste remedy all defects so noted and shall notify the Owner upon the completion of such work. When inspection by the Owner's authorized representatives shows the work to be complete in accordance with the Contract, application for final payment may be made.

7.8 **RELEASE OF LIENS:** Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete and notarized release of all liens arising out of this Contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that so far as he had knowledge of information the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7.9 **USE OR PARTIAL PAYMENT NOT ACCEPTANCE:** It is agreed that this is an entire contract for one whole and complete work or result and that neither the Owner's entrance upon or use of the Work or any part thereof nor any partial payments by the Owner shall constitute an acceptance of the Work or any part thereof before its entire completion and final acceptance.

7.10 **PAYMENT FOR UNCORRECTED WORK:** Should the Owner direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the Uncorrected Work.

7.11 **PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS:** The removal of work and materials rejected in accordance with Subsection 4.3 entitled **CORRECTION OF WORK BEFORE COMPLETION** and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

Removal of rejected work or materials and storage of materials by the Owner, in accordance with Subsection 4.3 entitled **CORRECTION OF WORK BEFORE COMPLETION,** shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten (10) days' written notice being given by the Owner of his intent to sell the
materials, the Owner may sell the materials at auction or at private sale and will pay the Contractor the net proceeds there from after deducting all the costs and expense that should have been borne by the Contractor.

7.12 **PAYMENT FOR EXTRA WORK:** Written notice of claims for payment for Extra Work shall be given by the Contractor within ten days after receipt of instructions from the Owner to proceed with the Extra Work and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and material shall be submitted to the Owner. The Owner's order for Extra Work shall specify any extension of the Contract Time and shall be based on unit price(s) or a combination of unit price(s) as set forth in the Contract Documents within 20% of the original unit quantities. Any unit quantity greater than 20% of the original amount shall include a cost savings to the Owner based on economy of scale.

7.13 **PAYMENT FOR WORK SUSPENDED BY THE OWNER:** If the work or any part thereof shall be suspended by the Owner and abandoned by the Contractor as provided in Subsection 2.12 entitled SUSPENSION OF WORK, TERMINATION, AND DELAY, the Contractor will then be entitled to payment for all work done on the portions so abandoned, plus fifteen (15) percent of the value of the abandoned work to compensate for overhead, plant expense, and anticipated profit.

7.14 **PAYMENT FOR WORK BY THE OWNER:** The cost of the work performed by the Owner, in accordance with Subsection 2.10 entitled OWNER'S RIGHT TO DO WORK, shall be paid by the Contractor.

7.15 **PAYMENT FOR WORK BY THE OWNER FOLLOWING TERMINATION OF CONTRACT BY OWNER:** Upon termination of the Contract by the Owner in accordance with Subsection 2.11 entitled OWNER'S RIGHT TO TERMINATE CONTRACT, no further payment shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner.

7.16 **PAYMENT FOR SAMPLES AND TESTING OF MATERIALS:** Samples furnished in accordance with Subsection 4.18 entitled SAMPLES, shall be furnished by the Contractor at his expense.

7.17 **ACCEPTANCE AND FINAL PAYMENT:** When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, he shall certify completion of the work to the Owner and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, and, upon acceptance by the Owner, the Owner will release the Contractor except as to the conditions of the Performance Bond and the Payment Bond, any legal rights of the Owner, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the Contractor's final Request for Payment. The Contractor shall allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid.

7.18 **ACCEPTANCE OF FINAL PAYMENT AS RELEASE:** The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all
liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and the Payment Bond.

7.19 DELAYS AND DAMAGES: The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed by and between the Contractor and the Owner that the Contract Time for the completion of the 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, ENDO 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*. 

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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 rights-of-way of property of the Owner. A copy of the written consent shall be given to the Engineer.

15. **WORK CITY RIGHTS-OF-WAY:** Attention is directed to the fact that work will be going on in City rights-of-way. The Owner has obtained permission for the Contractor to encroach on these rights-of-way for work.

The Contractor will be required to conform to the requirements of the South Carolina Department of Transportation and the City of Charleston while working within the rights-of-way.

16. **WORK BEING PERFORMED NEAR WATER AND SEWER LINES:** The Contractor will inform the Commissioners of Public Works as to the areas where work is being performed. It is required of a Contractor to obtain permission from the Commissioners of Public Works where alterations to their system are required. All repairs and/or alterations to Commissioners of Public Works owned utilities shall conform to their construction standards and requirements, including work being performed by approved contractors.

17. **TRAFFIC CONTROL:** The Contractor will comply with the manual published by the South Carolina Department of Highways and Public Transportation entitled *Traffic Controls for Street and Highway Construction and Maintenance Operations, Part V, of the South Carolina Manual on Uniform Traffic Control Devices for Streets and Highways, 1982, 1992 Revision.* Provide traffic control as required and approved by the South Carolina Department Transportation and the City of Charleston.

Upon completion and acceptance of the work or as the need for temporary traffic control devices ceases, they shall be removed by the Contractor and shall remain the property of the Contractor.

The Contractor shall provide signs where warranted to maintain traffic or to call attention to conditions on, or adjacent to, the construction work. Such signs shall be removed when they are no longer required.

All traffic control and marking devices shall be in accordance with the provisions of the *State of South Carolina Uniform Manual on Traffic Control Devices.* Upon completion and acceptance of the work or as the need for temporary traffic control devices ceases, they shall be removed by the Contractor and shall remain the property of the Contractor.
18. **LINES, GRADES, AND MEASUREMENTS:** The Contractor shall employ, at his own expense, a competent civil engineer or land surveyor who shall be registered in South Carolina and who shall be thoroughly experienced in field layout work. Said Engineer shall establish all lines, elevations, reference marks, etc., needed by the Contractor during the progress of the work, and from time to time he shall verify such marks by instrument or by other appropriate means. The Owner’s Engineer may waive the requirement for the Engineer to be registered in South Carolina upon a presentation of a resume, which is satisfactory. The waiving of this requirement may be revoked at any time by the Owner’s Engineer.

The Contractor’s Engineer responsible for lines and grades shall verify to the Owner in writing that work has been constructed to lines and grades as shown on the Drawings. This certification shall accompany each request for payment. The Owner’s Engineer shall be permitted at any time to check the lines, elevations, reference marks, lasers, etc., set by the Engineer employed by the Contractor, and the Contractor shall correct any errors in lines, elevations, reference marks, lasers, etc., disclosed by such check. Such a check shall not be construed to be an approval of the Contractor’s work and shall not relieve the Contractor of the responsibility for the accurate construction of the entire work.

The Contractor shall make all measurements and check all dimensions necessary for the proper construction of the work called for by the Drawings and Specifications. During the prosecution of the 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.

<table>
<thead>
<tr>
<th>UTILITY SERVICE OR FACILITY</th>
<th>PERSON TO CONTACT</th>
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</thead>
<tbody>
<tr>
<td>Telephone, Electric, Gas, Cable TV</td>
<td>Palmetto Utility Production Service 1-888-721-7877 Call 3 days prior to digging</td>
</tr>
<tr>
<td>Water &amp; Sewer</td>
<td>Charleston CWS (843) 727-6800 (Ask for Service Department) Will send field technician to locate</td>
</tr>
</tbody>
</table>

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 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.

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, 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.

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:
## Forest Acres Drainage Improvements: Phase 2A

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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
02560 – 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: T [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.

SHEILA A. HILLS (SEAL)
Notary Public for South Carolina
My Commission Expires

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# INDEX TO

**SECTION 01240**

**MEASUREMENT AND PAYMENT**

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<td><strong>PART 3 – EXECUTION</strong></td>
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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