PUBLIC WORKS AND UTILITIES COMMITTEE
AGENDA

There will be a meeting of the Public Works and Utilities Committee on July 18, 2022 to begin at 4:00 pm. The following items will be heard via call-in number 1-929-205-6099 and access code 592 385 519:

A. Invocation

B. Approval of Public Works and Utilities Committee Minutes

C. Request to Set a Public Hearing

D. Old Business
   None

E. Acceptance and Dedication of Rights-of-Way and Easements

F. Temporary Encroachments Approved by The Department of Public Service (For information only)
   1. **2753 McFadden Way**- Install fence in City drainage easement. This encroachment is temporary.
   2. **41 Pendleton Street**- Install specialty driveway encroaching in City right-of-way. This encroachment is temporary.
   3. **5 Fulton Street- Bar 167**- Install right angle sign in right-of-way. This encroachment is temporary.
   4. **434 Dark Timber**- Install irrigation in City right-of-way. This encroachment is temporary.
   5. **100 Emerald Wharf Lane**- Install fence in City drainage easement. This encroachment is temporary.
   6. **2802 Cavalcade Circle**- Install fence in City drainage easement. This encroachment is temporary.
   7. **183 Captains Island Drive**- Install fence in City drainage easement. This encroachment is temporary.
G. Public Service Department Update

1. Discussion of Encroachment request for 5 ½ Alexander Street.

H. Stormwater Management Department Update

1. Low Battery Phase 3 – Recommend approval of Change Order #1 with Gulf Stream Construction Company, Inc., in the amount of $221,680.00 for additional polyurethane injection needed to fill more voids found in the ground compared to previous phases of the project. These funds are available in the project budget of Hospitality Funds, Municipal Accommodations Tax Funds, Charleston County Accommodations Tax Fees, CWS Contributions, and the 2022 Hospitality Revenue Bond.

2. Low Battery Phase 4 – Recommend approval of Fee Amendment #11 with Johnson, Mirmiran, & Thompson in the amount of $48,718.00 for the conceptual study development of Phase 4 from King St to South Battery. These funds are available in the project budget of Hospitality Funds, Municipal Accommodations Tax Funds, Charleston County Accommodations Tax Fees, CWS Contributions, and the 2022 Hospitality Revenue Bond.

3. Wappoo Creek Place Drainage Improvement – Recommend approval of a construction contract with First Construction Management, LLC in the amount of $43,890 for the improvement of road drainage at the intersection of Wappoo Creek Drive and Wappoo Creek Place. Funds are available in the FY 2022 Small Project Allocation.

4. Barberry Woods Drainage Improvement – Recommend approval to apply for a South Carolina Conservation Bank Grant in the amount of $300,960 in grant funding with a City match of $75,240 to acquire property for the Barberry Woods Drainage Improvement Project on Johns Island. Funds are available within the current project allocation from the Drainage Fund.

5. James Island Creek – Information Only – The City is participating in the Charleston County led Contract with Woolpert for Water Quality Sampling and Analysis work. This contract operates under the previously approved MOU between the Town of James Island, Charleston County, and the City of Charleston. The City contribution
for the next year of monitoring is $39,382 with funds available in the Stormwater Operations Budget.

I. Miscellaneous Business

Councilmember Keith Waring,
Chairperson

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

**PROJECT:** 221603 Low Battery Restoration Project – Phase III (Limehouse St. to King St.)

**CONTRACTOR:** Gulf Stream Construction Company, Inc.

**CHANGE ORDER NO.:** 01

1. **Description of the Change Order:**
   (Reference any attachments by name and date)
   Urethane Injections Total Amount $371,680,000.00 - $150,000.00 going towards the Owners Contingency Line (F1.1), remainder of the Change Order will be $221,680.00

2. **Adjustments to the Contract Amount:**
   - Original Contract Amount ............................................................. $21,496,256.00
   - Change by Previously Approved Change Orders ................................ $0.00
   - Contract Amount prior to this Change Order .................................. $21,496,256.00
   - Amount of this Change Order ...................................................... $221,680.00
   - New Contract Amount, including this Change Order ....................... $21,717,936.00

3. **Adjustments in Contract Time:**
   - Original Date for Substantial Completion ..................................... 10/11/2023
   - Change in Days by Previously Approved Change Orders .................. 0 Days
   - Change in Days for this Change Order .......................................... 0 Days
   - New Date for Substantial Completion ............................................ no change

4. **Amount of this Change Order performed by MBE:** ......................... $____

---

**Johnson, Mirmiran & Thompson, Inc.**

**Gulf Stream Construction Company, Inc.**

**City of Charleston**

**Architect/Engineer**

**Contractor**

**Owner**

235 Magnolia Boulevard, Suite 275
Mt. Pleasant, SC 29464

1963 Technology Drive
Charleston, SC 29492

80 Broad St
Charleston, SC 29401

Address

Address

Address

**Signature**

**Signature**

**Signature**

By: Laura E. Boisclair

By: Paul Capps

By: John J. Tecklenburg

Date: 06/29/2022

Date: 06/23/2022

Date: ____________

8-21-07
J Frank Newham  
City of Charleston  
2 George Street  
Charleston, South Carolina 29401

Re: Low Battery Phase 3 (221603)  
COR02 – Urethane Injections

We hereby request a change order for the item and dollar amount outlined below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Total Price</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Urethane Injections</td>
<td>40,000</td>
<td>LB @ $8.00/LB</td>
<td>$320,000.00</td>
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<tr>
<td>2</td>
<td>15% Markup</td>
<td>1</td>
<td>LS</td>
<td>$48,000.00</td>
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<tr>
<td>3</td>
<td>1% Markup for Additional Bond Cost</td>
<td>1</td>
<td>LS</td>
<td>$3,680.00</td>
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<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$371,680.00</strong></td>
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</table>

- Quantity of HDP Injections added exceeds 25% per item 27 of the “Information for Bidders”.
- Revised Unit price per additional pound $9.29
- Amount of change order performed by MBE - $0
- Adjusted contract time - 0 Days

If there are any additional questions regarding this matter please give me a call at 843-572-4363

Sincerely,

[Signature]

Paul Capps, PE, PMP, DBIA  
Senior Project Manager
City of Charleston
Contract Amendment for Professional Services

Project: Professional Services for Seawall Repairs – Low Battery Improvement Project

Owner: City of Charleston
Department of Stormwater Management
2 George Street, Suite 2100
Charleston, SC 29401

A/E: Johnson, Mirmiran & Thompson, Inc.
235 Magrath Darby Blvd, Suite 275
Mount Pleasant, SC 29464

Contract Date: April 28, 2015

To the A/E: You are hereby authorized, subject to contract provisions, to make the following changes:

1. Description of the Contract Amendment:

Phase IV Conceptual Study Development for services relevant to the next phase for the repair of the Low Battery seawall and corresponding streetscape work on Murray Boulevard, Charleston, South Carolina. The project limits will extend from the termination of the third phase of construction near King Street to a termination point just after South Battery which includes roughly 1200ft along Murray Blvd. Please see attached proposal from JMT dated June 20th, 2022.

2. Adjustments to the Contract Sum:

   Original Contract Sum .................................................. $ 265,340.00
   Change by Previously Approved Contract Amendments .......... $ 2,863,471.05
   Contract Sum prior to this Contract Amendment ................. $ 3,705,852.36
   Amount of this contract Amendment, complete .................. $ 48,718.00
   New Contract Sum, including this Contract Amendment ........ $ 3,754,570.36

3. Adjustments in Contract Time:

   Original Date for Contract Completion ......................... June 30, 2016
   Change in Days by Previously Approved Contract Amendments .... 2,619
   Change in Days for this Contract Amendment .................... 0
   New Date for Contract Completion ............................... August 31, 2023

ARCHITECT/ENGINEER: Johnson, Mirmiran & Thompson, Inc. (JMT) (Date)

OWNER: John J. Tecklenburg, Mayor (Date)
June 20th, 2022

J. Frank Newham
Senior Engineering Project Manager
Department of Stormwater Management
2 George Street, Suite 2100
Charleston, SC 29401
Phone: (843) 724-3713
newhamj@charleston-sc.gov

RE: Addendum for Strategy 2 Conceptual Renderings for Phase IV (Whitepoint Garden)
Low Battery Seawall Rehabilitation Project
JMT Job No. 14-1139

Mr. Newham:

Johnson, Mirmiran, and Thompson (JMT) is pleased to submit this extra work order proposal to the City of Charleston (the City) for Concept Study Development services relevant to the next phase for the repair of the Low Battery seawall and corresponding streetscape work on Murray Boulevard, Charleston, South Carolina. The project limits will extend from the termination of the third phase of construction near King Street to a termination point just after South Battery which includes roughly 1200lf along Murray Blvd. This proposal has been broken down into the following tasks.

- **Task 1: Project Management / Coordination**
  
  A. Coordinate with the City’s Project Manager. Arrange and attend project meetings, conferences, and on-site review meetings. Prepare and distribute meeting minutes.
  
  B. Manage and monitor the project schedule as set forth in the contract. Keep the City up to date on the schedule and items that may affect the overall project schedule.
  
  C. Prepare monthly invoices for City review, approval, and payment.
  
  D. Provide status reports detailing the progress of the project.
  
  E. Coordinate activities and design with other involved Agencies.
  
  F. Implement quality assurance and quality control measures to produce plans that conform to the City of Charleston guidelines and Standards and South Carolina Department of Transportation (SCDOT), as necessary.

_Deliverables:_

1. Status reports will be provided.

2. Meeting minutes will be provided.

- **Task 2: City Design Coordination**

  A. JMT will assist the City with two (2) stakeholder planning meetings.
  
  B. City of Charleston Design Review Committee (DRC) Process
  
  i. Attend Two (2) DRC Meetings and coordinate with individual departments as necessary for approval.
  
  ii. Comment Response and resubmission of the plans (Assume 2 rounds)
Task 3: Whitepoint Garden Strategy 2 Conceptual Design Options

A. Develop three (3) options for the opportunity spaces shown in the selected strategy 2 conceptual plan (attached for reference)
B. Prepare plan view renderings for the three (3) options
C. Prepare sectional renderings for the three (3) options
D. Prepare fly-through renderings for the three (3) options
E. Final concept review and coordination with the City / Stakeholders
F. Finalize preferred alternative strategy 2 conceptual plan

Deliverables:
1) Rendering for each of the design options for the selected strategy 2 concept plan
2) Fly-through rendering for each of the design options for the selected strategy 2 concept plan
3) Display board of materials
4) Display board of plant palette
5) Display board of exemplars of designs which illustrate opportunity spaces that have been previously utilized successfully at various locations

PROJECT ASSUMPTIONS:

This Scope and Fee makes the following Assumptions:

- Prepared design is at a conceptual level
- Final engineering construction plans to be included in the Phase IV design scope and fee which will be provided at a later date.

PROJECT EXCLUSIONS:

For purposes of clarification, this scope and fee does not include the following items:

- Construction Plans for Phase IV
- TRC Permitting Process
- Flood Studies or modeling
- Additional Survey
- Architectural design for Transit shelters or Rest Room Facilities
- Mechanical, Electrical, or Plumbing design for Transit Shelters or Rest Room Facilities
- Integration of parking meters or metering systems
- Electrical Engineering Design for Security Cameras or Emergency Call stations
- Water and sewer design work is not anticipated for this phase and is not included in this scope.

I. PROJECT SCHEDULE

JMT anticipates starting this project within 15 business days of receipt of signed agreement.

CLIENT RESPONSIBILITIES AND ASSUMPTIONS
A. Design criteria for the project.
B. Provide access to the site as necessary.
C. Coordination of inter-City Department input as may be required.
D. Clear direction/approval on the decided design
E. Coordination of public and stakeholder meetings and venue

II. ADDITIONAL SERVICES

All services not listed under "Services" are considered Additional Services. The compensation for these services will be in addition to that for "Services." "Additional Services" include, but are not limited to the following:

A. Engineering services incident to project scope changes beyond JMT's control.
B. Making revisions when such revisions are inconsistent with prior approvals or instructions.
C. Providing additional meetings other than listed under "Services."
D. Providing services in connection with future facilities or structures, or modifications to the existing structure which are not intended to be part of this project.

III. COMPENSATION

A. City shall pay JMT the amount on the attached fee structure, not to exceed $48,718.00, for the Services outlined in this proposal.
B. "Additional Services" will be provided to meet the Client's needs and will be negotiated at such time as deemed necessary.

This scope may be amended as needed according to your project requirements and JMT will happily modify any effort or fees at your request to better suit your needs. The terms and conditions of this scope of work will be in accordance with the previously approved contract for the Low Battery Improvement Project between the City and JMT date April 28th, 2015. I thank you for your time and consideration in this matter and again, I look forward to a successful project completion. Should you have any questions regarding these items, please do not hesitate to call me Jim at 843-779-3700 or myself at 843-779-3705.

We appreciate the opportunity to work with you. Do not hesitate to contact me should you have any questions.
Respectfully,
Johnson, Mirmiran, and Thompson

[Signatures]

Ryan Mattie, PE
Senior Associate

Jim O'Connor
Sr. Vice President
ENGINEERING FEE
### Engineering Services Fee Summary

**Lead Design Firm:** JMT  
**Project:** Addendum for Strategy 2 Conceptual Renderings for Phase IV (Whitepoint)  
**Low Battery Sewall Rehabilitation Project**  
**Project No.: 14-1129-001**

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<td>TASK 2: CITY DESIGN COORDINATION</td>
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<td>3</td>
<td>TASK 3: WHITEPOINT GARDEN STRATEGY 2 CONCEPTUAL DESIGN OPTION</td>
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<td>15</td>
<td>Design Related Direct Costs</td>
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<td>18</td>
<td>SUBTOTAL - Basic Design Services</td>
<td>$48,716.00</td>
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<tr>
<td>27</td>
<td>SUBTOTAL - Additional Design Related Services</td>
<td>$0.00</td>
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<tr>
<td>36</td>
<td>SUBTOTAL - Design Services During Construction</td>
<td>$0.00</td>
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<tr>
<td>38</td>
<td>TOTAL = Design + Construction Services (Not to Exceed)</td>
<td>$48,718.00</td>
</tr>
</tbody>
</table>
WAPPOO CREEK PLACE DRAINAGE IMPROVEMENT PROJECT

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
SECTION 01105  ADVERTISEMENT FOR BIDS

PROJECT: WAPPOO CREEK PLACE DRAINAGE IMPROVEMENT PROJECT

OWNER: City of Charleston

RECEIPT OF BIDS: Separate sealed bids for the construction of the above referenced project will be received by the Owner at their office, Wednesday, June 15, 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 the installation of approximately 36 LF of replacement 3’ wide concrete valley gutter, 16 LF of replacement stanceup curb and gutter, one (1) new drop inlet, one (1) new doghouse manhole with grate inlet, 16 LF of 15” RCP (open cut), pavement repair and traffic control, all as shown in the Drawings.

DOCUMENTS AVAILABLE: The Contract Documents are available at no charge to view or download online at www.charleston-sc.gov (Business, BidLine, Stormwater).

SECURITY: Each bid must be accompanied by a certified check of the Bidder, or by a Bid Bond made payable to the Owner, for an amount equal to not less than 5% of the total bid as a guarantee that, if the bid is accepted, the required Agreement will be executed and that a 100% Performance Bond and 100% Payment Bond will be furnished.

OWNER'S RIGHTS: The Owner reserves the right to waive any informalities in bidding and to reject all Bids if it is in the Owner's best interest to do so. Unless all bids are rejected, award will be to the low responsive, responsible Bidder.

WOMEN'S AND MINORITY BUSINESS GOALS: This contract requires compliance with the City of Charleston’s minority and women-owned business goals. Bids will not be accepted without compliance with this program. All bidders are advised to familiarize themselves with the City’s women’s and minority business goals early in the bid preparation process as time is required to properly seek out and solicit qualified women and minority businesses. Goals with regards to Women’s and Minority Business Enterprises are specified in Section 01110.

Mr. Matthew Fountain PE, PG
Director of Stormwater Management
City of Charleston

(End of Section 01105)
SECTION 01110

INFORMATION FOR BIDDERS

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

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

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

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

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

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

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

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

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

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

6. POWER OF ATTORNEY FOR BONDS: Attorneys-in-fact who sign Bid Bonds or Performance Bonds or Payment Bonds must file with each Bond a certified and effective dated copy of their power of attorney.
7. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The successful Bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within 10 days after he has received notice of the acceptance of his Bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his Bid.

8. **LAWS AND REGULATIONS:** All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included as though herein written out in full.

9. **NON-RESIDENT CONTRACTORS:** A Bidder, who is a non-resident contractor, shall be aware of Section 12-9-310, Article 3, of the South Carolina Income Tax Act of 1926, as amended. This article requires the Owner entering into a contract with a non-resident taxpayer, where such contract exceeds ten thousand dollars, to withhold two percent (2%) of each and every payment made to the non-resident.

The funds deducted from the payment made to the non-resident taxpayer are funds deemed to be held in trust for the State of South Carolina and will be reported by the Owner to the South Carolina Tax Commission. This deduction is in addition to the retainage deductions specified in the General Conditions.

The withholding of two percent (2%) from payments made to the non-resident taxpayer may be waived only if the non-resident taxpayer shall insure the South Carolina Tax Commission by posting an acceptable bond in the sum of two percent (2%) of the total contract amount. The Owner must receive verification from the South Carolina Tax Commission if this deduction is to be waived.

10. **EXAMINATION OF DRAWINGS AND SPECIFICATIONS:** Each Bidder shall carefully examine Drawings and Specifications and all Addenda or other revisions thereto and thoroughly familiarize himself with the detailed requirements thereof prior to submitting a Bid. If any Bidder is in doubt as to the true meaning of any part of the Drawings, Specifications, or other Documents, or if any error, discrepancy, conflict, or omission is noted, the Bidder shall 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
Wappco Creek Place Drainage Improvement Project

materials or structures encountered during the construction work, except as may otherwise be provided for in the Contract Documents.

If any work is performed by the Contractor, or any subcontractor, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing conditions, or damage to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

13. COMPLETE WORK REQUIRED: The Drawings, Specifications, and all supplementary documents are essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work. In case of discrepancy on the Drawings, figured dimensions shall govern. In case of omissions from the Specifications as to items of equipment and materials or quantities thereof, the Drawings shall govern. It shall be the responsibility of the Bidder to call to the attention of the Engineer obvious omissions of such magnitude as to affect the strength, adequacy, function, completeness, or cost of any part of the work in ample time for amendment by Addendum prior to letting date.

14. ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of the Drawings, Specifications, or other Bid Documents will be made orally to any Bidder by the Engineers prior to award of the contract.

Every request for such interpretation should be in writing addressed to Benjamin L. Smith, PE, The City of Charleston, 2 George Street, Suite 2100, Charleston, SC 29401 or by e-mail smithb@charleston-sc.gov. To be given consideration, such request must be received at least 10 days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be made in the form of written Addenda to the Specifications which, if issued, will be emailed to all prospective Bidders (at the respective email addresses furnished for such purposes), not later than 5 days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under his Bid as submitted. All Addenda so issued shall become part of the Contract Documents.

15. TIME FOR COMPLETION: The Bidder must agree to commence work within the time stipulated in the Agreement. The Bidder also must agree to fully complete the project within the time stipulated in the Agreement.

16. LIQUIDATED DAMAGES: The Bidder must agree to pay as liquidated damages the amount set forth in the Agreement for each consecutive calendar day that the work is incomplete after the date of completion.

17. WRITTEN MODIFICATIONS: Any Bidder may modify his Bid by written communication at any time prior to the scheduled closing time for receipt of Bids, provided such written communication is received by the Owner prior to the closing time. The written communication should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened.

18. WITHDRAWAL OF BIDS: Any Bidder may withdraw his Bid, either personally or by written request, at any time prior to the scheduled time for opening of Bids or authorized postponement thereof.

No Bidder may withdraw his Bid for a period of 90 days after the date set for the opening thereof, and all Bids shall be subject to acceptance by the Owner during this period.

19. IRREGULAR BIDS: A Bid will be considered irregular and may be rejected for any one of the following reasons:
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 alternates 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 Wappoo Creek Place Drainage Improvement Project. A responsive Bidder is defined as one whose Bid is complete and submitted in accordance with the Contract Documents without excisions, exceptions, special conditions, or alternate Bids (unless specifically requested in the Bid form). A responsible Bidder is defined as one who is legally licensed to Bid and perform work in the State of South Carolina, maintains a permanent place of business, has adequate plant equipment to complete the work properly and within the established time limit, has adequate financial status to meet his obligations contingent to the work, and is considered by the Owner and Engineer to be capable of performing the work in accordance with the Contract Documents.

23. NOTICE TO PROCEED: The Notice to Proceed will be issued within 10 days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the 10-day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

24. ESTIMATED QUANTITIES: Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the Drawings and Specifications, including Addenda. After Bids have been submitted, the Bidder shall not assert
that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

25. **EASEMENTS:** There are no anticipated easements required for this project. If an easement is required, the Owner will obtain it. Entry onto other private property by Contractor shall be made by separate agreement with the property owner. No additional compensation will be allowed for such agreements.

26. **WORK IN STATE RIGHTS-OF-WAY:** The Owner will obtain the necessary permits for construction across State Highway rights-of-way. The Contractor shall abide by all rules, regulations, and requirements of these agencies in regard to construction under this contract, including the giving of notices, provisions for inspections, and employment of such methods of construction as may be required. Wherever these Specifications may be in conflict with the regulations or requirements of these agencies, such regulations shall govern and these Specifications shall be modified to such extent as necessary to conform to the said rules, regulations, and requirements. Wherever additional costs are incurred due to requirements of these agencies, such additional periods of maintenance, special features of construction, etc., all such costs shall be included in the prices Bid. No additional compensation will be allowed for such costs after award of the Contract.

27. **RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK:** The work comprises approximately the quantities shown in the Bid form, which will be used as a basis for comparison of Bids and not for final estimate. The Owner does not, by expression or by implication, agree that the actual amount of work shall correspond with the estimated quantities.

The Owner reserves the right to increase or decrease the amount of work under the Contract to the extent of 25% of the work contemplated, at the unit prices quoted in the Bid.

28. **MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM**

   A. This Project is covered under the City of Charleston's Minority Business Enterprise (MBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

   B. MBE Goals: The City has established goals for both Minority Business Enterprise (MBE) and Women Business Enterprise (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own a minimum of fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify. The goals for this contract are a combined 20% for minority and women-owned business enterprise participation. These goals will be applied to the overall contract.

   C. Certification of Eligibility of MBE/WBE: All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's MBE office. Questions regarding certification requirements shall be addressed to the City's Minority Business Enterprise Office. A list of certified minority and women owned firms can be found on the City of Charleston's web site www.charleston-sc.gov using the Services link and then the Minority and Women Owned Business Development link.

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

   E. The contractor shall perform the contract in accordance with the representations made in the Minority/Women-Owned/Disadvantaged Business Enterprise Compliance Provisions.
(Affidavit A) and the Work to be Performed by Minority Firms (Affidavit B) submitted as part of the bid proposal.

29. **FORM OF BID:** All Bids must be submitted on the blank Bid form provided therefore and must state the total price for which the Bidder will complete the work in accordance with the terms of the Contract Documents. All blank spaces must be filled in and there shall be no interlineation, alterations, or erasures.

   The Bid must be signed manually in ink by a principal or an officer duly authorized to make contracts. The Bidder’s legal name must be fully stated and the name and title of the person signing must be typed below his signature.

30. **SUBMITTING BIDS:** Each Bid must be submitted on the prescribed Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid must be fully completed and executed when submitted. Only one copy of the Bid form is required.

   Bidders are cautioned that it is the responsibility of each individual Bidder to assure that his Bid is in the possession of the responsible official or his designated alternate prior to the stated time and at the stated place of the Bid opening. Owner is not responsible for Bids delayed by mail and/or delivery services of any nature.

   Each Bid must be submitted in an opaque sealed envelope, plainly marked on the outside addressed and delivered as shown below. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner in the following format and at the following address:
Wappoo Creek Place Drainage Improvement Project

Upper Left Hand Corner:
Bidder’s Name
Bidder’s Address
To: City of Charleston
Department of Stormwater Management
2 George Street, Suite 2100
Charleston, SC 29401
Attention: Mr. Matthew Fountain PE, PG
Director

Lower Left Hand Corner:
Bid for Construction of:

WAPPoo Creek Place Drainage Improvement Project
South Carolina General Contractor's License No. 3116300
Classification APY, CT4, GD4, WL4
Expiration Date 10/31/22
City of Charleston Business License No. BL-027189-03-2022
SECTION 01140    BID

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

FROM:           First Construction Management
                 1003 E. Jucar Rd.
                 Hanahan, SC 29410
                 Phone 843-647-4384

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

PROJECT:        WAPPOO CREEK PLACE DRAINAGE IMPROVEMENT PROJECT

The Bidder, in compliance with your Advertisement for Bids for the construction of above referenced project, having examined the Drawings and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labors, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The Bidder declares that he has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, and the difficulties attendant upon its execution, and that he has carefully read and examined the Drawings, the annexed proposed Agreement, and the Specifications and other Contract Documents therein referred to, and knows and understands the terms and provisions thereof.

Bidder understands that information relative to existing structures, apparent and latent conditions, and natural phenomena, as furnished to him on the Drawings, in the Contract Documents, or by the Owner or the Engineer, carries no guarantee expressed or implied as to its completeness or accuracy, and he has made due allowance therefore.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES:  Bidder hereby agrees to commence work under this contract within 15 days of receipt of the Notice to Proceed and to fully complete the project within 30 consecutive calendar days thereafter.

Bidder also agrees to pay $500/day as liquidated damages for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.
### ADDENDA
Bidder acknowledges receipt of the following Addenda:

<table>
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<tr>
<th>Addendum No.</th>
<th>Date</th>
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</tr>
</tbody>
</table>

### ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE |
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mobilization (Max 6% total Bid)</td>
<td>1</td>
<td>LS</td>
<td>$6,000</td>
<td>$6,000</td>
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<tr>
<td>2.</td>
<td>Traffic Control</td>
<td>1</td>
<td>LS</td>
<td>$4,000</td>
<td>$4,000</td>
</tr>
<tr>
<td>3.</td>
<td>15&quot; RCP (Open Cut) - Pavement Repair</td>
<td>15</td>
<td>LF</td>
<td>$300</td>
<td>$4,500</td>
</tr>
<tr>
<td>4.</td>
<td>Catch Basins w/ Drop Inlet</td>
<td>1</td>
<td>EA</td>
<td>$8,500</td>
<td>$8,500</td>
</tr>
<tr>
<td>5.</td>
<td>Doghouse Manhole w/ Grate Inlet</td>
<td>1</td>
<td>EA</td>
<td>$8,500</td>
<td>$8,500</td>
</tr>
<tr>
<td>6.</td>
<td>Remove Existing Concrete Valley Gutter (24&quot; Wide)</td>
<td>30</td>
<td>LF</td>
<td>$10</td>
<td>$300</td>
</tr>
<tr>
<td>7.</td>
<td>Remove Existing Standup Concrete Curb and Gutter</td>
<td>16</td>
<td>LF</td>
<td>$10</td>
<td>$160</td>
</tr>
<tr>
<td>8.</td>
<td>Install New Concrete Valley Gutter (36&quot; Wide), Repair Asphalt as Needed</td>
<td>30</td>
<td>LF</td>
<td>$115</td>
<td>$3,450</td>
</tr>
<tr>
<td>9.</td>
<td>Install New Standup Concrete Curb and Gutter, Repair Asphalt as Needed</td>
<td>16</td>
<td>LF</td>
<td>$125</td>
<td>$2,000</td>
</tr>
<tr>
<td>10.</td>
<td>Survey and As-built Drawings</td>
<td>1</td>
<td>LS</td>
<td>$6,500</td>
<td>$6,500</td>
</tr>
</tbody>
</table>

**Total Bid Price**

$43,890

Additional work shall be paid in accordance with these unit prices.

The above unit prices shall include all labor, materials, dewatering, shoring, removal, overhead, profit, insurance, taxes, fees, etc., necessary to complete the proposed improvements shown and described in the Contract Documents.

### LUMP SUM BID

The lump sum price shall include all costs for the installation of the proposed improvements in accordance with the Contract Documents. The lump sum bid for construction of the improvements is:

Fiftythree Thousand Eight Hundred Ninety-Seven Dollars ($53,890).
Wappoo Creek Place Drainage Improvement Project

Bidder understands that the Owner reserves the right to reject any and all bids and to waive any informalities in the bidding. The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closed time for receiving bids.

Upon receipt of written notice of the award of this Bid, Bidder will execute the formal Agreement within 10 days, and deliver Surety Bonds as required by the General Conditions. The bid security attached in the sum of $2,194.30 ($2,194.30) is to become the property of the Owner in the event the Agreement and Bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

The undersigned declares that his firm is (delete those not applicable):

A corporation organized and existing under the laws of the State of South Carolina.

A partnership consisting of ________________________.

The undersigned declares that the person signing this proposal is fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof.

It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

Respectfully Submitted:

First Construction Management Inc.

By ____________________________

(Signature) Roger Hokombe

(Name) Vice President

(Title)

1003 E. Reseda St.

(Address)

Hanahan, SC 29410

SC General Contractor’s License No. G116500

Initial the following items to indicate compliance with specifications:

____ The Contractor has complied with the Owner’s MBE Program and has completed and included Affidavits A and B or C.
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of South Carolina

County of Berkeley

_, being first duly sworn, deposes and says that:

1. He is Vice President of First Construction Management, 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.

(sign)

Vice President

Subscribed and sworn to before me this _4_ day of June, 2022,

Notary SC

My commission expires 5/10/29.
Weappoo Creek Place Drainage Improvement Project

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.
Wappoo Creek Place Drainage Improvement Project
City of Charleston
Minority/Women-Owned Business Enterprise (MWBE)
Compliance Provisions

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

APPLICATION:

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

Definitions:

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

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

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

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

Signature: Roger Beombe

Vice President: Jake Vore

Title: Keith Vore

Attest: Keith Vore

Print Name: Roger Beombe

Date: 1/19/22

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

Affidavit of First Construction Management, Inc.

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 women 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: 4/14/22

Name of Authorized Officer (Print/Type):

Signature:

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

1. Minority Firm Name and Contact

| Minority Firm Telephone Number | Minority Firm Fax Number | DBE Certification Number | Minority Firm Address |

Minority Group Type
- (African American)
- (Asian American)
- (American Indian)
- (Women)
- (Hispanic)
- (Other)
- Follow up Verification

2. Minority Firm Name and Contact

| Minority Firm Telephone Number | Minority Firm Fax Number | DBE Certification Number | Minority Firm Address |

Minority Group Type
- (African American)
- (Asian American)
- (American Indian)
- (Women)
- (Hispanic)
- (Other)
- Follow up Verification

3. Minority Firm Name and Contact

| Minority Firm Telephone Number | Minority Firm Fax Number | DBE Certification Number | Minority Firm Address |

Minority Group Type
- (African American)
- (Asian American)
- (American Indian)
- (Women)
- (Hispanic)
- (Other)
- Follow up Verification

4. Minority Firm Name and Contact

| Minority Firm Telephone Number | Minority Firm Fax Number | DBE Certification Number | Minority Firm Address |

Minority Group Type
- (African American)
- (Asian American)
- (American Indian)
- (Women)
- (Hispanic)
- (Other)
- Follow up Verification

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):_________________________

Sworn to before me this _______ day of ________, 20____.

Notary Public for the State of __________________________

My Commission Expires: __________________________

Print Name:_________________________ Phone Number:_________________________ Address:_________________________

Signature:_________________________ Title:_________________________ Notary Seal:

8 of 10 01140
Weppoo Creek Place Drainage Improvement Project

AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority Businesses

Affidavit of ___________________________________________ I hereby certify that on the
(Name of Offeror)

_______, Total Project Amount $__________________________
(Project Name)

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

(Attach additional sheets if needed)

<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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<tbody>
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</tbody>
</table>

Total MBE Participation: _______% $___________

* 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):______________________________

Signature:__________________________________________________________

Title:______________________________________________________________

Notary Public for the State of________________________________________

Notary Seal:

Sworn to before me this ______ day of ___________ 20__

My Commission Expires:______________________________________________

Print Name:________________________________________________________

Phone Number:_____________________________________________________

Address:___________________________________________________________
Wappoo Creek Place Drainage Improvement Project

AFFIDAVIT C

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

Affidavit of ________________________________
(Name of Offeror)

I hereby certify that it is our intent to perform 100% of the work required for the contract ________________________________
(Name of Project)

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

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

The undersigned hereby certifies that he/she has read this certification and is authorized to bind the Offeror to the commitments contained herein. We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct and complete.

Date: 6/14/22
Name of Authorized Officer (Print/Type): ____________

Signature: ____________
Title: ____________

Sworn to before me this 14 day of June 2022
Notary Public for the State of SC
My Commission Expires: May 15, 2029
Print Name: Anna Y. Laye
Phone Number: 843-744-9846
Address: 1012 Riverglen Dr
Hanahan SC 29410

(End of Section 01140)
BID BOND

AMCO Insurance Company
Nationwide Mutual Insurance Company
Allied Property & Casualty Insurance Company
1100 Locust St., Dept 2016
Des Moines, IA 50391-2005
(866) 387-0457

CONTRACTOR:
FIRST CONSTRUCTION MANAGEMENT, LLC

SURETY:
Nationwide Mutual Insurance Company

OWNER:
CITY OF CHARLESTON

BOND AMOUNT:
5% OF PRINCIPAL’S BID

PROJECT:
Wappoo Creek Place Drainage Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall apply to any extension exceeding sixty (60) days in aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety’s consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor’s bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of June, 2022

[Signature]
(Witness)

[Signature]
(Principal)

[Signature]
(Vice Pres.)

[Signature]
(TITLE)

[Signature]
(Nationwide Mutual Insurance Company)

[Stamp]
(Seal)

[Signature]
(Surety)

[Stamp]
(Seal)

[Signature]
(Title)

[Stamp]
(Seal)

[Signature]
(Title)

This document conforms to American Institute of Architects Document A310, 2010 edition
KNOW ALL MEN BY THESE PRESENTS THAT

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the “Company” and collectively as “the Companies” does hereby make, constitute and appoint:

DONNA B DUPRE, SARA JO KENT, WILLIAM L. TURRILL, P.

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatorily instruments of similar nature, in parvalues not exceeding the sum of

TEN MILLION AND NO/100 DOLLARS ($10,000,000.00)

and to bind the Companies thereby, as fully and to the same extent as if such Instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, polices, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatorily in nature that the business of the Company may require, and to modify or revoke, with or without cause, any such appointments or authority, provided, however, that the authority granted hereby shall in no way limit the authority of the duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this Instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021

[Signature]
Antonio C. Altimese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: as

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and this signature were duly affixed and subscribed to said Instrument by the authority and direction of said Company.

[Signature]
Sedwards K. Stedwards
Notary Public, State of New York
No 900297013771
Qualified in New York County
Commission Expires December 30, 2023

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner, that said Antonio C. Altimese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said Instrument by the authority of said board of directors, and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 20th day of August, 2021.

[Signature]
Laura B. Guy
Assistant Secretary

BDJ 18-2100
# Certificate of Liability Insurance

**Date:** 06/23/2022

**Certificate Number:** 5000456258

**Producer:** Turbeville Insurance Agency
115 Fairchild St Suite 360
Charleston, SC 29492

**Contact Name:** Tamée Weder
**Phone:** 8435693920 **Fax:** 8435693923
**E-mail:** tamee@tlasc.biz

**Insured:** First Construction Management, LLC
1003 East Recess Road
Hanahan, SC 29410

**Insurer A:** Motorists Commercial Mutual Ins Co
13331

**Insurer B:** Builders Premier Insurance Co
13036

**Coverages**

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Policy Expired Date</th>
<th>Limits</th>
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<tbody>
<tr>
<td>A COMMERCIAL GENERAL LIABILITY</td>
<td>5000456258</td>
<td>04/07/2022</td>
<td>04/07/2023</td>
<td>$1,000,000</td>
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<td>Damage to Rented Property (an occurrence) $100,000</td>
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<td></td>
<td>Med Exp (Any one person) $5,000</td>
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<td>Personal &amp; Adv Injury $1,000,000</td>
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<td>General Aggregate $2,000,000</td>
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<td>Products - Commerg Agg $2,000,000</td>
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<td>CCGUR</td>
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<td>Bodily Injury (Per person) $</td>
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<td>Bodily Injury (Per accident) $</td>
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<td>Property Damage (Per occurrence) $</td>
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<td>AGGREGATE $3,000,000</td>
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<td>A UMBRELLA LIABILITY</td>
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<td>04/07/2022</td>
<td>04/07/2023</td>
<td>$3,000,000</td>
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<td>EXCESS CLAIMS-MADE $</td>
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<td>AGGREGATE $</td>
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<td>B WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
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<td>04/07/2022</td>
<td>04/07/2023</td>
<td>$1,000,000</td>
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<td></td>
<td></td>
<td>Workers Compensation (Per occurrence) $1,000,000</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Employers Liability (Per occurrence) $1,000,000</td>
</tr>
</tbody>
</table>

**Description of Operations / Locations / Vehicles**

Wappoo Creek Place Drainage Improvement Project

Certificate holder is additional insured with regards to the GL/ongoing and completed operations and AUTO policies on a primary/non contributory basis as required per written contract. Waiver of Subrogation applies in favor of certificate holder with regards to GL, AUTO, and WC policies.

**Certificate Holder**

City of Charleston
Department of Stormwater Management
2 George Street Ste. 2100
Charleston, SC 29401

**Authorization Representative**

Email: smithhb@charleston-sc.gov

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SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION
CONTRACTOR'S LICENSING BOARD

Hereby Certifies:

FIRST CONSTRUCTION MANAGEMENT LLC
1003 EAST RECESS RD
HANAHAN SC 29410

Having given satisfactory evidence of the necessary qualifications required by laws of the State of South Carolina and is duly qualified and entitled to practice as a:

GENERAL CONTRACTOR

for the Classification(s) and Group Limitation* shown below:

Concrete-CT4, Grading-GD4, Asphalt Paving-AP4, Water & Sewer Lines-WL4

LICENSE NUMBER: ......G116300
Expiration Date: .............10/31/2022
Initial License Date: ..........12/23/2010

* Group Limitations - $Amount Per Job:
Group #1 - $50,000  Group #3 - $500,000
Group #2 - $200,000  Group #4 - $1,000,000
Group #5 - $Unlimited

Qualifying Party(s) (Primary OP displays "PO"): ROGER M HOLCOMBE JR (CCB.34437-RQ)

It is at the discretion of the licensee to designate whoever they elect to pull permits and conduct business for this license.
SECTION 01142  BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned ____________________________, as Principal, and ____________________________, as Surety, are hereby held and firmly bound unto ____________________________, as OWNER, in the penal sum of ____________________________, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this ______________________ day of ______________________, 20___.
The Condition of the above obligation is such that whereas the Principal has submitted to ______________________, a certain BID, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

WAPPOO CREEK PLACE DRAINAGE IMPROVEMENT PROJECT

NOW, THEREFORE,

1. If the said BID shall be rejected, or in the alternate,

2. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

__________________________________________
Principal

__________________________________________
Surety

By: ______________________________________

SEAL

IMPORTANT: Surety companies executing a BOND must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

(End of Section 01142)
SECTION 01210 AGREEMENT

THIS AGREEMENT, made this __________ day of ________________, 20__, by and between THE CITY OF CHARLESTON,

acting herein through its ___________________________ Mayor

______________________________ (Title of Authorized Official)

hereinafter call "OWNER" and ______________ First Construction Management, LLC ____________________________

(Name of Contractor)

doing business as __________________________ Corporation

(an Individual), (a Partnership), or (a Corporation)

of the City of ______________ Hanahan _________________, 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:

   WAPPOO CREEK PLACE DRAINAGE IMPROVEMENT PROJECT

   hereinafter called the PROJECT.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 15 calendar days after the date of the NOTICE TO PROCEED and will fully complete the PROJECT within ______________ 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

   __________ $43,890.00 ______________ Dollars

   or as shown in the Bid Schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

   5.1 Advertisement for Bids

   5.2 Information for Bidders
5.3 Bid
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._________ Dated ___________
   No._________ Dated ___________
   No._________ Dated ___________
   No._________ Dated ___________
6. The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions and such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
Wappoo Creek Place Drainage Improvement Project

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in six counterparts, each of which shall be deemed an original, in the year and day first above written.

(OWNER)

By: ____________________________

(SEAL)

______________________________

(Title of Authorized Official)

ATTEST:

______________________________

(Secretary)

______________________________

(Witness)

First Construction Management, Inc.

By: ____________________________

(Contractor)

Royce Hollemba

vice president

(Title)

(SEAL)

1003 E. Reesor Rd Harrah SC 29410

(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) hereinafter called Principal and

__________________________________________
(Name of Surety)

__________________________________________
(Address of Surety)

hersinafter called Surety, are held and firmly bound unto ____________________________

__________________________________________
City of Charleston

(Name of Owner)

__________________________________________
2 George Street, Charleston, SC 29401

(Address of Owner)

hersinafter 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:

WAPPOO CREEK PLACE 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.
Wappoo Creek Place Drainage Improvement Project

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the __________________ day of _______________________, 20___.

ATTEST: ____________________________________________

Principal

(Principal) Secretary (SEAL) ____________________________

By: ______________________________ (S)

Address

Witness as to Principal

________________________________________

Address

ATTEST: ____________________________________________

Surety

(Surety) Secretary ____________________________

By: ______________________________ Attorney-in-Fact

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 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:

WAPPOO CREEK PLACE 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.
Wappoo Creek Place Drainage Improvement Project

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the ______ day of __________________________, 20____.

ATTEST:

__________________________________________________________
Principal

By: ___________________________ (S)

__________________________________________________________
Address

Witness as to Principal

__________________________________________________________
Address

ATTEST:

__________________________________________________________
Surety

By: ___________________________ Attorneys-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)
Wappoo Creek Place Drainage Improvement Project

SECTION 01218  CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, ____________________________________________, the
duly authorized and acting legal representative of ____________________________

__________________________________________

do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I
am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties
thereto acting through their duly authorized representatives; that said representatives have full power and
authority to execute said agreements on behalf of the respective parties named thereon; and that the
foregoing agreements constitute valid and legally binding obligations upon the parties executing the same
in accordance with terms, conditions and provisions thereof.

__________________________________________
(Signed)

Date: ____________________________

(End of Section 01218)
NOTICE OF APPARENT LOW BID

TO: First Construction Management

1003 E. Recess Rd.

Hanshen, SC 29410

PROJECT DESCRIPTION: WAPPOO CREEK PLACE DRAINAGE IMPROVEMENT PROJECT

The OWNER has considered the BID submitted by you on June 15th, 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 $43,890.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required proofs of City of Charleston business license, SC contractor’s license, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said proofs of license and insurance within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out to the OWNER’S acceptance of your BID as abandoned and as forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF APPARENT LOW BID to the OWNER.

Dated this 22nd day of June, 2022

City of Charleston

By: __________________________

Mathew 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 23rd day of June, 2022

By: __________________________

Title: Vice President
NOTICE OF INTENT TO AWARD

TO: ________________________________

_______________________________

_______________________________

PROJECT DESCRIPTION: WAPPOO CREEK PLACE DRAINAGE IMPROVEMENT PROJECT

The OWNER has considered the BID submitted by you on ____________, 20__, for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of $___________________.

You are required by the Information for Bidders to furnish the required CONTRACTOR’S Performance BOND and Payment BOND within ten (10) calendar days from the date of this Notice to you.

If you fail to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out to the OWNER’S acceptance of your BID as abandoned and as forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF INTENT TO AWARD to the OWNER.

Dated this ___________ day of __________________, 20__

City of Charleston

By: ________________________________
   Matthew Fountain PE, PG
   Title: Director of Stormwater Management

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF INTENT TO AWARD is hereby acknowledged by

This the ___________ day of _________________, 20__

By

Title ________________________________
City of Charleston
Construction Change Order

PROJECT: Wappoo Creek Place Drainage Improvement Project

CONTRACTOR: _________________________________  CHANGE ORDER NO.: _____

1. Description of the Change Order:
(Reference any attachments by name and date)


2. Adjustments to the Contract Amount:

Original Contract Amount ........................................................................... $ 
Change by Previously Approved Change Orders ........................................... $ 
Contract Amount prior to this Change Order ................................................. $ 
Amount of this Change Order ....................................................................... $ 
New Contract Amount, including this Change Order ..................................... $ 

3. Adjustments in Contract Time:

Original Date for Substantial Completion ................................................... ____________
Change in Days by Previously Approved Change Orders .......................... ____ Days
Change in Days for this Change Order ......................................................... ____ Days
New Date for Substantial Completion .........................................................

4. Amount of this Change Order performed by MBE .................................... $ 0

City of Charleston
Architect/Engineer
2 George St, Suite 2100
Charleston, SC 29401

City of Charleston
Contractor

City of Charleston
Owner
80 Broad St
Charleston, SC 29401

Address
Address
Address

__________________________  __________________________
Signature  Signature

By: ______________________  By: ______________________  By: ______________________
Date: _____________________  Date: _____________________  Date: _____________________

8-21-07
NOTICE TO PROCEED

TO: ___________________________  Date: _________________

______________________________  Project: _________________

You are hereby notified to commence WORK in accordance with the Agreement dated __________ on or before ________, and you are to complete the WORK within 30 consecutive days thereafter. The date of completion of all WORK is therefore ____________________.

______________________________
City of Charleston
Owner

By ___________________________
Matthew Fountain PE, PG
Title ___________ Director of Stormwater Management

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by ___________________________

this the ______ day of ______________________, 20____.

By ___________________________

Title __________________________

SECTION 01230  GENERAL CONDITIONS

1.  GENERAL

1.1 THE CONTRACT DOCUMENTS: The Contract Documents consist of the Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Conditions of the Contract (General, Supplemental, and Other Conditions), Drawings, Specifications, Addenda, Notice of Intent to Award, Notice to Proceed, and Change Orders.

1.2 CORRELATION AND INTENT OF DOCUMENTS: The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, supplies and materials, tools, machinery, equipment, transportation, maintenance of traffic, supervision, temporary construction of any nature, and all other services, facilities and means necessary for the proper execution and completion of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, and fully complete the work or improvement ready for use, occupancy, and operation by the Owner.

Any mention in the Specifications or indication on the Drawings of articles, materials, methods, or operations shall require the Contractor to furnish such item or service as if it was fully specified unless it is noted or specified as not in the contract. It is intended that all materials shall be new and best quality in every respect unless otherwise noted or specified. All workmanship, methods of assembly, and erection shall be first class in every respect.

1.3 CONFLICT OR INCONSISTENCY: If there is any conflict or inconsistency between the provisions of the Supplemental Conditions and the provisions of the other Contract Documents, the provisions of the Supplemental Conditions shall prevail. If there is any conflict or inconsistency between the provisions of the General Conditions and the provisions of any of the Contract Documents other than the Supplemental Conditions, the provisions of the General Conditions shall prevail.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In case of difference between small-scale and large-scale drawings, the large-scale drawings shall govern. Schedules on any contract drawing shall take precedence over conflicting information on that or any other contract drawing. On any of the drawings where a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out shall apply also to all other like portions of the work. Where the word similar occurs on the drawings, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor’s risk.

Should a conflict be discovered within the Contract Documents, the Contractor shall be deemed to have estimated the higher quality way of doing the Work unless he shall have asked for and obtained a decision in writing from the Engineer before entering into this Contract.
1.4 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS: The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

1.5 SPECIFICATION HEADINGS: For convenience of reference, these Specifications are divided into various Divisions, Sections, Subsections and Paragraphs. The titles of these headings shall not be taken as a correct nor complete segregation of the various types of material and labor or as an attempt to outline jurisdictional procedures. The headings shall not be deemed to limit or restrict the content, meaning or effect of such section, subsection, paragraph, provision, or part.

The organization of the Specifications into the various headings, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Each subcontract shall be dependent upon its own definite confines, regardless of Divisions of these Specifications. No responsibility, either direct or implied, is assumed by the Owner for omissions or duplications by the Contractor or by any of his subcontractors due to real or alleged errors in arrangement of matter in Contract Documents.

1.6 DRAWINGS AND SPECIFICATIONS FOR CONSTRUCTION PURPOSES: The Contractor will be furnished a complete set of Electronic Drawings and Specifications to be used during the course of construction. If more hardcopy sets are needed, the Contractor will be required to pay the actual cost of printing and handling.

1.7 DEFINITIONS: Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meanings:

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement, which modify or interpret the Contract Document, Drawings, and Specifications by additions, deletions, clarifications, or corrections. Such addenda will take precedent over the position of the general drawings and specifications concerned and will be considered as part of the Contract Documents.

AGREEMENT: The Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the bidding documents. The Agreement may be amended or modified by a Change Order.

BID: The written offer or proposal of the Bidder, submitted on the prescribed form, properly signed and guaranteed, to perform the work at the prices quoted by the Bidder.

BID BOND: The security furnished by the Bidder with his proposal for the Project is guaranty he will enter into a contract for the work if his proposal is accepted.

BIDDER: Any individual, firm, or corporation or combination of same submitting a bid for the work contemplated, acting directly or through a duly authorized representative.

BONDS: Bid, Performance, and Payment Bonds and other instruments of security furnished by the Contractor and his Surety in accordance with the Contract Documents.

CALENDAR DAY: Every day shown on the calendar, Sundays and holidays included.

CHANGE ORDER: A written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
Wappoo Creek Place Drainage Improvement Project

**CONTRACT:** The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, including the bidding documents. The Contract may be amended or modified by a Change Order.

**CONTRACT DOCUMENTS:** The Contract Documents consist of the Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, the Conditions of the Contract (General, Supplementary, 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, sledding, barring, or breaking up with a power-operated tool. No soft or disintegrated rock which can be removed with hand pick or power-operated excavator or shovel, no loose shaken, or previously blasted rock or broken stone in rock fillings or elsewhere, and no rock
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 known address, or delivered in person to said party or his authorized representative on the Work.

1.8 ADDITIONAL DEFINITIONS: Wherever in the Specifications or on the Drawings, the words as designated, as detailed, as directed, as ordered, as permitted, as prescribed, as provided, as requested, as required, or words of like import are used, it shall be understood that the designation, detail, direction, order, permission, prescribed, provision, request, or requirement of the Engineer is intended.

Similarly, the words approved, acceptable, satisfactory, and words of like import shall mean approved by, acceptable to, or satisfactory to the Engineer.

1.9 ABBREVIATIONS: Where any other following abbreviations are used in the Specifications, they shall have the meaning set forth opposite each.

- AA: Aluminum Association
- AAMA: Architectural Aluminum Manufacturers Association
- AAN: American Association of Nurserymen
- AAR: Association of American Railroads
- AASHTO: American Association of State Highway and Transportation Officials
- AATC: American Association of Textile Chemists and Colorists
- ACI: American Concrete Institute
- ACPI: American Concrete Pipe Association
- AED: American Equipment Dealers
- AFBMA: Anti-Friction Bearing Manufacturers Association, Inc.
- AFI: American Filter Institute
- AGA: American Gas Association
- AGC: Associated General Contractors of America, Inc.
- AGMA: American Gear Manufacturers Association
- AHAM: Association of Home Appliance Manufacturers
- AHDA: American Hot Dip Galvanizers Association
- AIA: American Institute of Architects
- AIEE: American Institute of Electrical Engineers
- AISC: American Institute of Steel Construction
- AISI: American Iron and Steel Institute
- ALS: American Lumber Standards
- AAMA: Acoustical Materials Association
- AMCA: Air Moving and Conditioning Association
- ANSI: American Nuclear Society
- ANSI: American National Standards Institute
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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
FAIA  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
<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
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<tbody>
<tr>
<td>MRIS</td>
<td>Maritime Research Information Service</td>
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<tr>
<td>MS</td>
<td>Military Specification</td>
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<td>MSTD</td>
<td>Military Standard</td>
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<td>NAAMM</td>
<td>National Association of Architectural Metal Manufacturers</td>
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<td>NAFM</td>
<td>National Association of Fan Manufacturers</td>
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<td>NBFU</td>
<td>National Board of Fire Underwriters</td>
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<td>NBS</td>
<td>National Bureau of Standards</td>
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<td>NCCLS</td>
<td>National Committee for Clinical Laboratory Standards</td>
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<td>NCMA</td>
<td>National Concrete Masonry Association</td>
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<td>NEC</td>
<td>National Electrical Code</td>
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<td>NECA</td>
<td>National Electrical Contractors Association, Inc.</td>
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<td>NEMA</td>
<td>National Electrical Manufacturers Association</td>
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<td>NFC</td>
<td>National Fire Code</td>
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<td>NFPA</td>
<td>National Fire Protection Association</td>
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<td>NLHA</td>
<td>National Hardware Lumber Association</td>
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<td>NLA</td>
<td>National Lime Association</td>
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<td>NLGI</td>
<td>National Lubricating Grease Institute</td>
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<td>NLMA</td>
<td>National Lumber Manufacturers Association</td>
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<td>NMA</td>
<td>National Microfilm Association</td>
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<td>NMWA</td>
<td>National Mineral Wool Insulation Association</td>
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<td>NPC</td>
<td>National Plumbing Code</td>
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<td>NRCA</td>
<td>National Roofing Contractors Association</td>
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<td>NRMCA</td>
<td>National Ready Mixed Concrete Association</td>
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<td>NSF</td>
<td>National Sanitation Foundation</td>
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<td>NTMA</td>
<td>The National Terrazzo and Mosaic Association</td>
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<td>NWMA</td>
<td>National Woodwork Manufacturers Association</td>
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<tr>
<td>OSHA</td>
<td>Occupational Safety and Health Act</td>
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<td>PCA</td>
<td>Portland Cement Association</td>
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<td>PCI</td>
<td>Prestressed Concrete Institute</td>
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<td>PDCA</td>
<td>Painting and Decorating Council of America</td>
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<td>PEI</td>
<td>Porcelain Enamel Institute</td>
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<td>PI</td>
<td>Perlite Institute</td>
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<td>RIS</td>
<td>Redwood Inspection Service</td>
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<td>RMA</td>
<td>Rubber Manufacturers Association</td>
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<td>RTI</td>
<td>Resilient Tile Institute</td>
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<td>RWMA</td>
<td>Resistance Welder Manufacturers Association</td>
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<tr>
<td>SAE</td>
<td>Society of Automotive Engineers</td>
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<td>SAMA</td>
<td>Scientific Apparatus Makers Association</td>
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<td>SBI</td>
<td>Steel Boiler Institute</td>
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<td>SCDOT</td>
<td>South Carolina Department of Transportation</td>
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<td>SCPI</td>
<td>Structural Clay Products Institute</td>
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<td>SDI</td>
<td>Steel Deck Institute</td>
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<td>SIS</td>
<td>Swedish Standards Association</td>
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<td>SIJ</td>
<td>Steel Joist Institute</td>
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<td>SMA</td>
<td>Screen Manufacturers Association</td>
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<td>SMACNA</td>
<td>Sheet Metal and Air Conditioning Contractors National Association</td>
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<tr>
<td>SPIB</td>
<td>Southern Pine Inspection Bureau</td>
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<td>SPR</td>
<td>Simplified Practice Recommendation, US Department of Commerce</td>
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<tr>
<td>SSBCC</td>
<td>Southern Standard Building Code</td>
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<tr>
<td>SSGC</td>
<td>Southern Standard Gas Code</td>
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<td>SSPC</td>
<td>Steel Structures Painting Council</td>
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<tr>
<td>TAPPI</td>
<td>Technical Association of the Pulp and Paper Industry</td>
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<tr>
<td>TCA</td>
<td>Tile Council of America</td>
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<td>TRB</td>
<td>Transportation Research Board</td>
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<td>UL</td>
<td>Underwriters' Laboratories, Inc.</td>
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<td>WWPA</td>
<td>Western Wood Products Association</td>
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</table>
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: City of Charleston, Benjamin L. Smith, PE, (843) 720-2715 or smithb@charleston-sc.gov.

2.3 **ENGINEER'S AUTHORITY:** The Engineer will be the Owner's representative during the construction period and he will observe the work in progress on behalf of the Owner. The Engineer will have the authority to act on behalf of the Owner in the following matters consistent with Owner's rights and obligations as set forth in these Contract Documents:

- 2.3.1 Interpretation of Contract Documents.
- 2.3.2 Approval of samples and shop drawings.
- 2.3.3 Preparation of supplementary details and instructions.
- 2.3.4 Inspection and approval of construction work.
- 2.3.5 Preliminary approval of progress payment applications.

Any instructions the Engineer may issue the Contractor shall be adjudged an interpretation of the Contract requirements and not an act of supervision. The Engineer has no authority, nor accepts any responsibility, either direct or implied, to direct and superintend the construction operations.

The Contractor shall proceed without delay to perform the work as directed, instructed, determined, or decided by the Engineer and shall comply promptly with such directions, instructions, determinations, or decisions. If the Contractor has any objection thereto, he may require that any such direction, instruction, determination, or decision be put in writing and within 10 days after receipt of any such writing, he may file a written protest with the Owner stating clearly and in detail his objections, the reasons therefore, and the nature and amount of additional compensation, if any, to which he claims he will be entitled thereby. A copy of such protest shall be filed with the Engineer at the same time it is filed with the Owner. Unless the Contractor files such written protest within 10 days period, he shall be deemed to have waived all grounds for protest of such direction, instruction, determination, or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instructions, determination, or decision as being fair, reasonable, and finally determinative of his obligations and rights under the Contract.

2.4 **LIABILITY OF OWNER:** No person, firm, or corporation, other than the Contractor, who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the Owner or any agent of the Owner and neither the Owner nor any agent of the Owner shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in
the final estimate shall operate as and shall be a full and complete release of the Owner and of every agent of the Owner of and from any and all claims, demands, damages, and liabilities of, by, or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the work or for or on account of any act or neglect of the Owner or of any agent of the Owner or of any other person, arising out of, relating to, or by reason of the work, except the claim against the Owner for the unpaid balance, if any there be, of the amounts retained as herein provided.

2.5 RIGHTS-OF-WAY AND SUSPENSION OF WORK: The Owner shall furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the Work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay or to withdraw from the contract except by consent of the Owner, but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

2.6 SURVEYS, PERMITS, AND REGULATIONS: The Owner will furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations, and cut sheets. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental Conditions. Encroachment permits, easements for permanent structures, and permits for permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Subsection 2.1 entitled CHANGES IN THE WORK.

2.7 LINES, GRADES, AND MEASUREMENTS: The Owner's Engineer will set sufficient base lines and elevations as shown on the Drawings for location of the Work. The Contractor shall employ a registered civil engineer, or land surveyor and shall require said Engineer to establish all lines, elevations, reference marks, batter boards, etc., needed by the Contractor during the progress of the work, and from time to time to verify such marks by instrument or other appropriate means.

The Owner's Engineer shall be permitted at all times to check the lines, elevations, reference marks, batter boards, etc., set by the Contractor, who shall correct any errors in lines, elevations, reference marks, batter boards, etc., disclosed by such check. Such check shall not be construed to be an approval of the Contractor's work and shall not
relieve or diminish in any way the responsibility of the Contractor for the accurate and satisfactory construction and completion of the work.

The Contractor shall make, check and be responsible for all measurements and dimensions necessary for the proper construction of, and the prevention of misfitting in, the work.

2.8 **OWNER'S RIGHT OF AUDIT:** In case the Owner agrees that a Contractor is to perform work on a cost plus basis, the Owner is to have a full and complete right to audit and make copies of Contractor's or Subcontractor's records with respect to any payment the Owner may be requested to make for any work done on a cost plus basis.

2.9 **OWNER'S RIGHT TO SEPARATE CONTRACTS:** The Owner reserves the right to let other contracts in connection with the Work under similar General Conditions. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his Work with theirs.

The Owner may perform additional Work related to the Project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

2.10 **OWNER'S RIGHT TO DO WORK:** If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after three (3) days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner on demand.

The Engineer's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding, or restoring any damaged or defective work or equipment when performed by one other than the Contractor shall be binding and conclusive as to the amount thereof upon the Contractor.

2.11 **OWNER'S RIGHT TO TERMINATE CONTRACT:** If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver or trustee should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregard laws, ordinances, or the instructions of the Owner and his representatives, or otherwise be guilty of substantial violation of any provision of the Contract, then the Owner, may, without prejudice to any other right or remedy and after giving the Contractor, and his surety, if any, seven days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, as it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including compensation for additional engineering, managerial, and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

2.12 **SUSPENSION OF WORK, TERMINATION, AND DELAY:** The Owner may suspend the Work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer,
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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.
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pursuant to section 107 of the Contract Work Hours and Safety Standards Act entitled Safety and Health Regulations for Construction (29 CFR 1918, renumbered as Part 1926). Occupational Safety and Health Standards (29 CFR Part 1910) issued by the Secretary of Labor pursuant to the Williams-Staiger Occupational Safety and Health Act of 1970 are applicable to work performed by the contractor subject to the provisions of the Act.

3.3 STATED ALLOWANCES: The Contractor shall include in his proposal the cash allowances stated in the Bid Schedule. The Contractor shall purchase the Allowed Materials or Services as directed by the Engineer. If the actual price for purchasing the Allowed Materials or Services is more or less than the Cash Allowance, the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance, or any other incidental expenses.

3.4 ARCHAEOLOGICAL RIGHTS: There is a possibility that items of archaeological significance may be found during the excavation of the site. In such event, the Contractor shall stop excavation in the vicinity of the find and notify the Engineer immediately; subsequent excavation work shall proceed as directed by the Engineer. All items found which are considered to have archaeological significance are the property of the Owner.

3.5 AS-BUILT DRAWINGS: The Contractor shall designate one set of Drawings for As-Built Drawings. The Contractor shall indicate on these drawings all field changes affecting various mechanical, electrical, piping, and other items as well as locations as actually installed. The As-Built Drawings shall be kept current by the Contractor. The As-Built Drawings shall be delivered to the Engineer upon completion and acceptance of the work. Final payment for the work will not be made until the As-Built Drawings have been completed and delivered as indicated above.

3.6 OBLIGATIONS OF CONTRACTOR: The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, tools, machinery, equipment, transportation, supervision, temporary construction of any nature, and all other services, means, and facilities except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and in accordance with the Drawings and Specifications and in accordance with the direction of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the Owner.

The Contractor shall check all dimensions, elevations, quantities, and instructions shown on the Drawings or given in the Specifications and shall notify the Engineer should any discrepancy of any kind be found in the Drawings, Specifications, or conditions at the site. He will not be allowed to take advantage of any discrepancy, error, or omission in the Contract Documents. If any discrepancy is discovered, the Engineer will issue full instructions pertaining thereto, and the Contractor shall carry out these instructions as if originally specified.

3.7 CLAIMS FOR ADDITIONAL COST: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor to the Owner before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance
with Subsection 3.28 entitled PROTECTION OF WORK, PROPERTY, AND PERSONS IN AN EMERGENCY. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

3.8 CLAIMS FOR DAMAGE: If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier, file with the Engineer a written, itemized statement in triplicate of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid, and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Engineer shall file with the Owner one copy of the statement together with his recommendations for action by the Owner.

The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination, or decision of the Engineer, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the last paragraph of Subsection 2.a entitled ENGINEER'S AUTHORITY, including, but not limited to, the filing of written protest in the manner and within the time therein provided.

3.9 CUTTING AND PATCHING: The Contractor shall leave all chases or openings for the installation of his own or any other contractor's or subcontractor's work, or shall cut the same in existing work, and shall see that all sleeves or forms are at the work and properly set in ample time to prevent delays. He shall see that all such chases, openings, and sleeves are located accurately and are of proper size and shape and shall consult with the Engineer and the contractors and subcontractors concerned in reference to this work.

In case of his failure to leave or cut all such openings or have all such sleeves provided and set in proper time, he shall cut them or set them afterwards at his own expense, but in so doing he shall confine the cutting to the smallest extent possible consistent with the work to be done. In no case shall piers or structural members be cut without the written consent and approval of the Engineer.

The Contractor shall carefully fit around, close up, repair, patch, and point around the work specified herein to the satisfaction of the Engineer.

All of this work shall be done by careful workmen competent to do such work and with the proper small hand tools. Power tools shall not be used except where, in the opinion of the Engineer, the type of tool proposed can be used without damage to any work or structure and without inconvenience or interference with the operation of any facility. The Engineer's approval of the type of tool shall not in any way relieve or diminish the responsibility of the Contractor for such damage, inconvenience or interference resulting from the use of such tools.

The Contractor shall not cut or alter the work of any subcontractor or any other contractor, nor permit any of his subcontractors to cut or alter the work of any other contractor or subcontractor except with the written consent of the contractor or subcontractor whose work is to be cut or altered or with the written consent of the Engineer. All cutting and patching or repairing made necessary by the negligence, carelessness, or incompetence of the Contractor or any of his subcontractors shall be done by or at the expense of the Contractor and shall be the responsibility of the Contractor.
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 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 there from, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

3.23 NIGHT, LEGAL HOLIDAYS, AND SUNDAY WORK: No work shall be done at night, legal holidays, or on Sunday except:

3.23.1 Usual protective work, such as pumping and the tending of lights and fires;

3.23.2 Work done in case of emergency threatening injury to persons or property;

3.23.3 When provided for under Supplemental Conditions as herein specified;

3.23.4 If all of the conditions set forth in the next paragraph below are met.

No work other than that included in 3.23.1, 3.23.2, and 3.23.3 above, shall be done at night except when:

3.23.4.1 In the judgment of the Engineer, the work will be of advantage to the Owner and can be performed satisfactorily at night;

3.23.4.2 The work will be done by a crew organized for regular and continuous night work;

3.23.4.3 The Engineer has given written permission for such night work.

Any work necessary to be performed after regular hours, on Sundays, or Legal Holidays, shall be performed without additional expense to the Owner.

3.24 OCCUPYING PRIVATE LAND: The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the rights-of-way or property of the Owner. A copy of the written consent shall be given to the Engineer prior to occupation of private land.

3.25 PERMITS AND RESPONSIBILITIES: The Contractor shall, without additional expense to the Owner, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction there of which theretofore may have been accepted.

3.26 PRECAUTIONS DURING ADVERSE WEATHER: During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the Work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building-paper shelters, or other approved means.

During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept
sufficiently warm so that a proper bond will take place and a proper curing, aging, or drying will result. Protected spaces shall be artificially heated by approved means that will result in a moist or a dry atmosphere according to the particular requirements of the work being protected. Ingredients for concrete and mortar shall be sufficiently heated so that the mixture will warm throughout when used.

The Engineer may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be, in any season. The Contractor agrees that he shall not have or assert any claim for or be entitled to any additional compensation or damages on account of any such suspension.

3.27 PROTECTION OF WORK, PROPERTY, AND PERSONS: The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

3.28 PROTECTION OF WORK, PROPERTY, AND PERSONS IN AN EMERGENCY: In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury, or loss. He will give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

3.29 PROTECTION AGAINST WATER AND STORM: The Contractor shall take all precautions necessary to prevent damage to the Work by storms or by water entering the site of the Work directly, tidally, or through the ground. In case of damage by storm or water, the Contractor shall at his own cost and expense make such repairs or replacements or rebuild such parts of the Work as the Engineer may require in order that the finished work may be completed as required by the Contractor.

3.30 PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS: The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site of the work which is not to be removed and which does not reasonably interfere with the construction work. Care shall be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place. Any limbs or branches of trees broken during such operations or by the careless operation of equipment or by workmen, shall be trimmed with a clean cut and painted with an approved tree pruning compound as approved by the Engineer.
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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 **REHABILITATION OF PROPERTY:** All existing surfaces, including lawns, grassed, and planted areas which have been injured by the Contractor's operations, shall be restored to a condition at least equal to that in which they were found immediately before work was begun. Suitable materials and methods shall be used for such restoration. All restored plantings shall be maintained by cutting, trimming, fertilizing, etc., until acceptance. The restoration of existing property or structures shall be done as promptly as practicable and shall not be left until the end of construction period.

3.32 **INTERFERENCE WITH AND PROTECTION OF STREETS:** The Contractor shall not close or obstruct any portion of a street, road, or private way without obtaining permits therefore from the proper authorities. If any street, road, or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities. See Section 4 – Supplemental Conditions.

Streets, roads, private ways, and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore.

The Contractor shall, at least 24 hours in advance, notify the highway, police, and fire departments in writing, with a copy to the Engineer, if the closure of a street or road is necessary. He shall cooperate with the police department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

3.33 **TRAFFIC CONTROL:** Where control of traffic is required for public safety, the Contractor shall provide an adequate number of flagmen employed at his own expense.

3.34 **CONSTRUCTION DRAINAGE:** The Contractor shall furnish all labor, materials and necessary equipment for the temporary control of surface water, tidal flow, and seepage water during construction and keep all excavations, pits, and trenches free from water at all times.

The Contractor shall furnish and operate pumps and other equipment required. Dikes and ditches shall be constructed around excavations and elsewhere as necessary to prevent surface water from flooding the excavations or standing in areas adjacent to excavations, in work areas, or in material storage areas. The Contractor shall take all necessary precautions to protect adjacent areas and properties at points other than that which would be considered the natural flow, prior to construction, without the expressed consent of the Owner in writing with a copy to the Engineer. He shall take steps to prevent the erosion of
soil, earth, and other material and the conduction of the eroded materials onto adjacent properties and shall be responsible for the removal of such materials and the restoration of adjacent areas to their original condition.

3.35 RETURN OF DRAWINGS: All copies of Drawings, Specifications, and other Documents furnished by the Owner or the Engineer to the Contractor may be used only in connection with the prosecution of the Work and shall be returned by the Contractor upon completion of the Work.

3.36 SITE INVESTIGATION: The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, water table, tides, or similar physical conditions at the site, the confirmation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor further acknowledges that he has satisfied himself as to character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from information presented by the Drawings and Specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner.

3.37 SOIL EROSION AND SEDIMENT CONTROL: The Contractor's attention is directed to the fact that unless exposed earth areas are properly cared for during construction, they may result in substantial sedimentation damage downstream from the construction area. The Contractor shall be responsible for conducting his site grading and drainage operations in such manner as to prevent excessive soil erosion of the construction site work areas. He shall at all times provide satisfactory means to prevent the movement and washing of soil onto pavements or onto 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.
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.

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.

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.

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 WORKMANSHP

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 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 therefrom which shall appear within a period of one year from the date of final acceptance of the work except where longer periods are specified and in accordance with the terms of any special guarantees provided in the Contract.

4.5 CORRECTIONS OF WORK AFTER GUARANTEE PERIOD: It shall be the responsibility of the Contractor to permanently correct all defective items called to his attention within the guarantee period, whether such correction be made within the guarantee period or not. The Contract shall not be fully performed until such permanent corrections are made.

4.6 GENERAL GUARANTEE: For a period of at least one year after final acceptance, or longer if required by law, or by a special warranty provision of the CONTRACT DOCUMENTS, the CONTRACTOR warrants the fitness and soundness of all work done and for materials and equipment put in place. Neither the Final Certificate of Payment nor any other provision in the said CONTRACT shall constitute an acceptance of WORK not done in accordance with the CONTRACT DOCUMENTS, or relieve the CONTRACTOR of liability in respect to any express or implied warranties for faulty materials or workmanship. If within one year after the date of final completion or such longer period of time as may be prescribed by Laws or Regulations, or by the terms of any applicable special guarantee required by the CONTRACT DOCUMENTS, any WORK is found to be defective, the CONTRACTOR shall promptly, without cost to the OWNER, and in accordance with the OWNER'S written instructions, either correct such defective WORK, or if it has been rejected by the OWNER, remove it from the site and replace it with non-defective WORK. If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the defective WORK corrected or the rejected WORK removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before final completion of all THE WORK, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by written amendment.

4.6.1 If in fulfilling the requirements of the CONTRACT or of any guarantee embraced therein or required thereby, the CONTRACTOR disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the OWNER, and shall guarantee such restored work to the same extent as it was guaranteed under such other contract.

4.6.2 If the CONTRACTOR, after notice, fails to proceed promptly to comply with the terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR shall be liable for all expenses incurred.
4.6.3 All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the CONTRACT shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

4.7 HANDLING AND DISTRIBUTION: The Contractor shall handle, heul, 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 dammorage 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 inerable from the Drawings and Specifications.

4.11 MISFAKES 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
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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 thereunder.
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Should the Contractor submit for approval equipment that requires modifications to the structures, piping, layout, etc., detailed on the Drawings, he shall also submit for approval details of the proposed modifications. If such equipment and modifications are approved, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications. Required structural changes shall be designed and detailed by an Engineer registered in the state in which the project will be constructed. Drawings shall be signed and show registration number or may have seal affixed.

Submission of Shop Drawings shall be accompanied by a copy of a transmittal letter containing the Project name, Contractor's name, number of drawings, titles, specifications section, and other pertinent data. The submittal shall include the following:

- Four (4) legible copies of Shop Drawings or printed matter

The review of the Shop Drawings will be performed by the Engineer as follows:

- When the submittal fully conforms to the Contract Drawings and Specifications, the Engineer will approve it. The reproducible of each drawing or page of approved submittals will be stamped approved, signed, dated, and returned to the Contractor. Changes shall not be made to the approved drawings by the Contractor. If the Contractor desires to make any change from approved drawings, or pages of approved submittals, he shall notify the Engineer in writing that the approved material has been withdrawn and shall submit the substitution set in accordance with the above procedure.

- When the submittal clearly does not conform to the Contract Drawings and Specifications, the Engineer will disapprove it by stamping it Rejected. Rejected submittals shall be corrected and resubmitted within fourteen (14) calendar days from the date of rejection. Rejected submittals shall not be released for any work.

- When the submittal has only minor deviations from the Contract Drawings and Specifications, the Engineer will note the deviations and omissions as may be appropriate and approve the submittal subject to the notations by stamping it Approved as Noted. Approved as Noted submittals may be released for fabrication of work at the Contractor's risk; in any event the submittal shall be corrected and resubmitted for approval within fourteen (14) calendar days from the date of approval as noted.

The Contractor shall be responsible for delays resulting from the rejection or approval as noted of incomplete, inadequate, incorrect, or otherwise unacceptable submittals.

The Contractor shall assure that only drawings and pages of printed material bearing the Engineer's Approved stamp are allowed on the job site.

The Contractor shall submit, at the completion of the Project, one set of all reviewed and correct shop drawings, catalog cuts, and descriptive literature for all Work previously submitted. These sets shall be sent to the Engineer for the Owner before final Certificate of Payment is issued.

4.17 OPERATING AND MAINTENANCE MANUALS: One copy of each required Operating and Maintenance Manual must be submitted to the Engineer with the first submittal of shop drawings. Five additional copies of each required Operating and Maintenance Manual must be submitted to the Engineer within fourteen (14) days of the return of approved shop drawings to the Contractor. No payment will be approved on any equipment for which Operating and Maintenance Manuals are required until the Operating and Maintenance Manuals are received by the Engineer. These O&M manuals must be addressed specifically to the piece of equipment supplied and shall not
be general in nature; each item must be clearly identified and located. Each page must be printed on 8-1/2" x 11" paper or folded to that size in a manner that will be suitable for insertion in a three-ring binder.

4.18 SAMPLES: Samples are physical examples furnished by the Contractor to illustrate materials, equipment, or workmanship, and to establish standards by which the Work will be judged. It shall be the Contractor's responsibility to furnish samples as required by the technical specifications or as required by the Engineer. These samples must be submitted no later than is required by the Submittal Schedule.

Each sample shall have a label indicating the following:

- Project Title
- Name of Project Building or Facility
- Name of Contractor
- Name of Subcontractor (if applicable)
- Identification of Material with Specification Section
- Name of Producer and Brand (if any)

Samples shall be submitted in duplicate unless otherwise noted in the technical specifications and shall be accompanied by a copy of a transmittal letter containing Project Name, Contractor's Name, number of samples, specification section, and other pertinent data.

If the Engineer so requires, either prior to or after commencement of the work, the Contractor shall submit samples of materials for such special tests as the Engineer deems necessary to demonstrate that they conform to the Specifications. Such samples shall be furnished, taken, stored, packed, and shipped by the Contractor as directed. Except as otherwise expressly specified, the Contractor shall make arrangements for, and pay for, the tests.

All samples shall be packed to reach their destination in good condition. To ensure consideration of samples, the Contractor shall notify the Engineer by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples.

The Contractor shall submit data and samples, or place his orders, sufficiently early to provide ample time for consideration, inspection, testing, and approval before the materials and equipment are needed for incorporation in the work. The consequences of his failure to do so shall be the Contractor's sole responsibility.

In order to demonstrate the proficiency of workmen, or to facilitate the choice among several textures, types, finishes, surfaces, etc., the Contractor shall provide such samples of workmanship of wall, floor, finish, etc., as may be required.

When required, the Contractor shall furnish to the Engineer triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, equipment performance ratings, and concrete data.

4.19 STORAGE OF MATERIALS AND EQUIPMENT: All excavated materials, construction equipment, and materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants, and occupants.
4.20 **INSPECTION AND TESTING:** All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

The Owner shall provide all inspection and testing services not required by the Contract Documents.

The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

If the Contract Documents, laws, ordinance, rules, regulations, or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing, or approval.

Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

If any Work is covered contrary to the written instructions of the Engineer it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor’s expense.

If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer’s request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order shall be issued.

4.21 **SUBSTITUTIONS:** The Contractor may recommend the substitution of a material, article, or piece of equipment of equal function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price, and the Contract Documents shall be appropriately modified by Change Order.

The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

4.22 **OR EQUAL CLAUSE:** The phrase or equal shall be construed to mean that material or equipment will be acceptable only when in the judgment of the Engineer they are composed of parts of equal quality, or equal workmanship and finish, designed and
constructed to perform or accomplish the desired result as efficiently as the indicated brand, pattern, grade, class, make, or model.

Whenever a material, article, or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers; etc., it is intended merely to establish a standard of quality and function; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

4.23 **WAGES AND OVERTIME COMPENSATION:** The Contractor and each of his subcontractors shall comply with all applicable State and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the project and with respect to compensation for overtime.

4.24 **NO WAIVER:** Neither the inspection by the Owner or the Engineer, nor any order measurement, approval, determination, decision, or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for or use, occupancy, possession, or acceptance of the whole or any part of the work by the Owner, nor the extension of time, nor any other act or omission of the Owner or of the Engineer shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, or of any remedy, power, or right of or herein reserved to the Owner, nor of any right to damages for breach of contract. Any and all right and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the Owner shall be entitled as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by his Subcontractors, or by any other person or persons.

4.25 **WORK TO CONFORM:** During its progress and on its completion, the work shall conform truly to the lines, levels, and grades indicated on the Drawings or given by the Engineer and shall be built in a thoroughly substantial and workmanlike manner, in strict accordance with the Drawings, Specifications, and other Contract Documents and the directions given from time to time by the Engineer.

All work done without instruction having been given therefore by the Engineer, without prior lines or levels, or performed during the absence of the Engineer, will not be estimated or paid for except when such work is authorized by the Engineer in writing. Work so done may be ordered uncovered or taken down, removed, and replaced at the Contractor's expense.

4.26 **WORKING HOURS:** It is contemplated that all work will be performed during the customary working hours of the trades involved unless otherwise specified in this Contract. Work performed by the Contractor at his own volition outside such customary working hours shall be at no additional expense to the Owner.

Any requests received by the Contractor from occupants of existing buildings to change the hours of work shall be referred to the Owner for determination.
5. INSURANCE, LEGAL RESPONSIBILITY, AND SAFETY

5.1 LITIGATION OF DISPUTES: JURISDICTION: OWNER and CONTRACTOR agree that this CONTRACT shall be interpreted according to the Laws of the State of South Carolina, and that the appropriate forum and jurisdiction for resolving any disputes and claims shall be the South Carolina Court of Common Pleas for Charleston County.

5.2 WAIVERS EXPLICITLY IN WRITING: No action or failure to act by the ENGINEER or the OWNER, or the CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the CONTRACT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach 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>
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<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.
Wappoo Creek Place Drainage Improvement Project

*Explosion, Collapse & Underground (XCU) should not be excluded if the work contemplates this exposure

5.11.3 COMPREHENSIVE AUTOMOBILE LIABILITY

<table>
<thead>
<tr>
<th>Automobile Liability</th>
<th>Combined single limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Split Limits</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

(includes owner, non-owned and hired car)

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

5.11.4 WORKERS COMPENSATION

Must fulfill the statutory requirements.

5.11.5 ENVIRONMENTAL LIABILITY

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

5.11.6 SUBCONTRACTOR'S LIABILITY INSURANCE

Same limits as required of the General Contractor.

5.12 ORAL AGREEMENTS: No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

5.13 SAFETY: In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the Owner and shall not be limited to normal working hours.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

5.13.1 All employees on the Work and all other persons who may be affected thereby;

5.13.2 All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the Contractor or any of Subcontractors or Sub-subcontractors; and

5.13.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Engineer.

The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

6. **PROGRESS AND COMPLETION OF WORK**

6.1 **NOTICE TO PROCEED:** Following the execution of the Agreement by the Owner and the Contractor, written Notice to Proceed with the work shall be given by the Owner to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (except as provided for herein) with such force as to secure the completion of the work within the Contract Time.

6.2 **CONTRACT TIME:** The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the Agreement. Computation of Contract Time shall commence the day to be specified in the Notice to Proceed and every calendar day following, except as herein provided, shall be counted as Contract Time.

6.3 **SCHEDULE OF COMPLETION:** The Contractor shall submit, at such times as may reasonably be requested by the Engineer, schedules showing the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the various parts of the work, and estimated date of completion of each part.

6.4 **WORK CHANGES:** The Owner may, as the need arises, order changes in the work through additions, deletions, or modifications to the extent of 20% of the Contract Amount, without invalidating the Contract. Competition and time of completion affected by the change shall be adjusted at the time of ordering such change. Payment for addition or deletion of work shall be at the unit price set forth in the bid.

6.5 **EXTRA WORK:** New and unforeseen items of work found to be necessary, and which cannot be covered by an item or combination of items for which there is a Contract Price, shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated, upon written order from the Owner as approved by the Engineer. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Contract Documents where applicable, and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required.

6.6 **EXTENSION OF CONTRACT TIME:** A delay beyond the Contractor's control occasioned by an Act of God, by act or omission on the part of the Owner or by strikes, lockouts, fire, etc., not caused by the Contractor, may entitle the Contractor to an extension of time in which to complete the work as agreed by the Owner, provided, however, that the Contractor shall immediately give written notice to the Owner of the cause of such delay. Act of God shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood, or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God, and no reparation shall be made to the Contractor for damages to the work resulting there from.
All claims for extension of time shall be made in writing to the Engineer no more than twenty days after the occurrence of the delay; otherwise they shall be waived. In the case of continuing cause of delay only one claim is necessary. Any claim should include complete justification for the extent of the delay claimed.

This Subsection does not exclude the recovery of damages for delay for either party under other provisions of the Contract Documents.

6.7 ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION: When the work to be performed under this Contract is substantially completed in accordance with the Contract Documents, the Engineer shall prepare an Engineer's Certificate of Substantial Completion to be acknowledged and accepted by the Owner and the Contractor. The Certificate may list items to be completed or corrected but such Certificate shall not relieve the Contractor of his obligation to complete all work, whether listed or not, in accordance with the Contract Documents nor will it preclude any right the Owner may have for recourse in accordance with the Contract Documents.

6.8 TERMINATION OF CONTRACTOR'S RESPONSIBILITY: The Contract will be considered complete when all work has been finished, the final review made up by the Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in his Performance Bond, as provided in Subsection 4.6 entitled GENERAL GUARANTY, and as provided in Subsection 6.9 entitled CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT.

6.9 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT: The making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall promptly replace any such defects discovered within one year, except where longer periods are specified, from the date of written acceptance of the work.

6.10 PROGRESS SCHEDULE: Within twenty (20) days after execution and delivery of the Agreement and not less than ten (10) days prior to making an application for partial payment, the Contractor shall prepare and deliver to the Engineer a Progress Schedule on forms approved by the Engineer.

The schedule shall be set up in a Critical Path format and shall show the proposed dates of commencement and completion of the various subdivisions of work required under the Contract Documents.

The schedule shall show the dates of commencement and completion of the various subdivisions of work required by the Contract Documents and all activities required to accomplish the work. No activity included in the schedule shall have a duration greater than fifteen (15) days. After approval of the Submit Schedule, the Contractor shall incorporate this schedule into the CPM schedule.

The schedule shall be updated monthly. No progress payments will be made unless application is accompanied by the updated schedule.

6.11 SCHEDULES, REPORTS, AND RECORDS: The Contractor shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the Contract Documents for the Work to be performed.

The Contractor shall also submit, in a format as approved by the Engineer, a schedule of payments that he anticipates he will earn during the course of the Work.

6.12 ABANDONMENT OF WORK OR OTHER DEFAULT: If the work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Owner, or the
Contract or any monies payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Owner may notify the Contractor in writing, with a copy of such notice mailed to the Surety, to discontinue such work or any part thereof; thereupon the Contractor shall discontinue such work or such part thereof as the Owner may designate; and the Owner may, upon giving notice, by contract or otherwise as it may determine, complete the work or such part thereof and charge the entire cost and expense of so completing the work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the work, the Owner shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay the Owner any losses, damages, costs, and expenses, including attorney's fees, sustained or incurred by the Owner by reason of any of the foregoing causes. For the purposes of such completion the Owner may for itself or for any contractors employed by the Owner take possession of any and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies, and such other items of every description that may be found or located at the site of the Work. No equipment or materials may be removed from the Work without the written consent of the Owner.

All costs, expenses, losses, damages, attorney's fees, and any and all other charges incurred by the Owner under this Subsection shall be charged against the Contractor and deducted and/or paid by the Owner out of any monies due or payable or to become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor, the Owner shall not be held to a basis of the lowest prices for which the completion of the work or any part thereof might have been accomplished, but all sums actually paid or obligated therefore to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expense, losses, damages, attorney's fees, and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Contract if the work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference and, in case such costs, expenses, losses, damages, attorney's fees, and other charges, together with all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

7. **PAYMENTS TO THE CONTRACTOR**

7.1 **PRICES FOR WORK:** The Owner shall pay and the Contractor shall receive the prices stipulated in the Bid made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

Payments by the Owner to the Contractor shall be based on a Lump Sum for the scope of Work. Unit prices have been received from the Contractor and agreed to by the Owner to provide agreed upon prices for modification to Work quantities. The Owner and Contractor agree that if the scope of Work either increases or decreases within 20% of the original unit quantities, the payment for such increase or decrease shall be based on the unit prices as set forth in the Contract Documents.

7.2 **SCHEDULE OF VALUES:** Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall, within twenty (20) days of the execution of the Contract and not less than ten (10) days prior to making an application for partial
payment, submit to the Owner in a form approved by the Owner a schedule of values showing a breakdown of the Contract Sum itemized by trade and/or specification sections or as otherwise directed by the Owner and for each item shall show the total value including the Contractor's overhead and profit. Upon approval by the Owner, this schedule will be used in determining the value of the work done for the purpose of partial payments.

The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

7.3 APPLICATIONS FOR PARTIAL PAYMENT: Before the first day of each month, or as otherwise directed by the Owner, the Contractor shall make applications for the value of the work done and the materials installed and/or delivered to the site for installation in the project during the previous month. Such applications shall show the breakdown of the project into the same items as the schedule of values specified in Subsection 7.2 entitled SCHEDULE OF VALUES and showing for each item the total value, the value previously reported as complete, the value completed during the month, the cumulative value completed, and the value remaining to be done. The application shall also show the value of materials delivered to the site which have not been incorporated into the work and whose value is not included in the amount shown for the work of which they are a part. The value of such materials shall be established by attaching copies of invoices covering the materials to the application. The application shall include a summary of value of the work performed during the previous month, plus the value of the material delivered to the job site but not incorporated in the work, and minus the amount of the retainage indicated in Subsection 7.4 entitled RETAINAGE.

The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate.

7.4 RETAINAGE: The Owner shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The Owner at any time, however, after fifty (50) percent of the work has been completed, if he finds that satisfactory progress is being made, will make further partial payments in full on the current and remaining estimates, but amounts previously retained shall not be paid to the Contractor at fifty (50) percent completion or any time thereafter. When, in the opinion of the Engineer, the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than ten (10) percent of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the Work has been substantially completed except for Work that cannot be completed because of weather conditions, lack of materials, or other reasons that in the judgment of the Owner are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed.

7.5 PAYMENTS WITHHELD: The Owner may withhold payment or, on account of subsequently discovered evidence, nullify the whole or part of any application to the extent necessary to protect himself from loss on account of the following:

7.5.1 Defective work not remedied.

7.5.2 Claims filed or reasonable evidence indicating the probably filing of claims.

7.5.3 Failure of the Contractor to make payments to Subcontractors, material suppliers, or employees.
7.5.4 A reasonable doubt that the Contract work can be completed for the balance unpaid.

7.5.5 Damage to another Contractor.

When the above grounds are removed, payment will be made for the amounts withheld because of them.

7.6 PAYMENT OF APPLICATIONS FOR PARTIAL PAYMENT: Upon verification and approval of the application for partial payment made as specified, the Owner will make payment of the amount found properly due. No payment made to the Contractor or partial or entire use or occupancy of the Work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract.

7.7 FINAL INSPECTION: Upon receipt of written notice from the Contractor that the work has been completed and finished in accordance with the Contract, the Owner shall cause an inspection to be made of the work by his authorized representatives. A list shall be made of all deviations from the Contract requirements (commonly termed punch list), and a copy of such list furnished to the Contractor. The Contractor shall with reasonable haste remedy all defects so noted and shall notify the Owner upon the completion of such work. When inspection by the Owner's authorized representatives shows the work to be complete in accordance with the Contract, application for final payment may be made.

7.8 RELEASE OF LIENS: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete and notarized release of all liens arising out of this Contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that so far as he had knowledge of information the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7.9 USE OR PARTIAL PAYMENT NOT ACCEPTANCE: It is agreed that this is an entire contract for one whole and complete work or result and that neither the Owner's entrance upon or use of the Work or any part thereof nor any partial payments by the Owner shall constitute an acceptance of the Work or any part thereof before its entire completion and final acceptance.

7.10 PAYMENT FOR UNCORRECTED WORK: Should the Owner direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the Uncorrected Work.

7.11 PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS: The removal of work and materials rejected in accordance with Subsection 4.3 entitled CORRECTION OF WORK BEFORE COMPLETION and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

Removal of rejected work or materials and storage of materials by the Owner, in accordance with Subsection 4.3 entitled CORRECTION OF WORK BEFORE COMPLETION, shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten (10) days' written notice being given by the Owner of his intent to sell the
materials, the Owner may sell the materials at auction or at private sale and will pay the Contractor the net proceeds there from after deducting all the costs and expense that should have been borne by the Contractor.

7.12 **PAYMENT FOR EXTRA WORK:** Written notice of claims for payment for Extra Work shall be given by the Contractor within ten days after receipt of instructions from the Owner to proceed with the Extra Work and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and material shall be submitted to the Owner. The Owner's order for Extra Work shall specify any extension of the Contract Time and shall be based on unit price(s) or a combination of unit price(s) as set forth in the Contract Documents within 20% of the original unit quantities. Any unit quantity greater than 20% of the original amount shall include a cost savings to the Owner based on economy of scale.

7.13 **PAYMENT FOR WORK SUSPENDED BY THE OWNER:** If the work or any part thereof shall be suspended by the Owner and abandoned by the Contractor as provided in Subsection 2.12 entitled SUSPENSION OF WORK, TERMINATION, AND DELAY, the Contractor will then be entitled to payment for all work done on the portions so abandoned, plus fifteen (15) percent of the value of the abandoned work to compensate for overhead, plant expense, and anticipated profit.

7.14 **PAYMENT FOR WORK BY THE OWNER:** The cost of the work performed by the Owner, in accordance with Subsection 2.10 entitled OWNER'S RIGHT TO DO WORK, shall be paid by the Contractor.

7.15 **PAYMENT FOR WORK BY THE OWNER FOLLOWING TERMINATION OF CONTRACT BY OWNER:** Upon termination of the Contract by the Owner in accordance with Subsection 2.11 entitled OWNER'S RIGHT TO TERMINATE CONTRACT, no further payment shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner.

7.16 **PAYMENT FOR SAMPLES AND TESTING OF MATERIALS:** Samples furnished in accordance with Subsection 4.18 entitled SAMPLES, shall be furnished by the Contractor at his expense.

7.17 **ACCEPTANCE AND FINAL PAYMENT:** When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, he shall certify completion of the work to the Owner and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, and, upon acceptance by the Owner, the Owner will release the Contractor except as to the conditions of the Performance Bond and the Payment Bond, any legal rights of the Owner, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the Contractor's final Request for Payment. The Contractor shall allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid.

7.18 **ACCEPTANCE OF FINAL PAYMENT AS RELEASE:** The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all
liability to the Contractor other than claims in stated amounts as may be specifically
excepted by the Contractor for all things done or furnished in connection with this Work and
for every act and neglect of the Owner and others relating to or arising out of this Work.
Any payment, however, final or otherwise, shall not release the Contractor or his sureties
from any obligations under the Contract Documents or the Performance Bond and the
Payment Bond.

7.19 **DELAYS AND DAMAGES**. The date of beginning and the time for completion of the
Work are essential conditions of the Contract Documents and the Work embraced shall
be commenced on a date specified in the Notice to Proceed.

The Contractor will proceed with the Work at such rate of progress to insure full
completion within the Contract Time. It is expressly understood and agreed by and
between the Contractor and the Owner that the Contract Time for the completion of the
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 WAPPOO CREEK DRIVE**
   4.1 Permissible working hours are Monday through Friday, 7:00 a.m. to 7:00 p.m. No work is permitted between Friday, 7:00 p.m. and Monday, 7:00 a.m.
   4.2 All excess materials shall be stored within the limits of the roadway or at a reasonably accessible staging area that will not delay progress of work. The material storage site is to be limited to that which is required for immediate work. Location and size of storage area must be approved by the Engineer.
   4.3 All impacted pavement markings shall be catalogued prior to the start of construction. It will be the responsibility of the contractor to see that any markings destroyed or removed by excavations are replaced. The materials and replacement of the pavement markings shall be in accordance with the South Carolina Department of Transportation requirements and approved by the City of Charleston Department of Traffic and Transportation.

5. **TEN STATES STANDARDS:** The horizontal and vertical separation of sewer lines and water mains must be in accordance with the Ten States Standards.
   5.1 **Horizontal Separation:** Whenever possible, sewers should be laid at least 10 feet, horizontally, from any existing or proposed water main. Should local conditions prevent a lateral separation of 10 feet, a sewer may be laid closer than 10 feet to a water main if one of the following conditions exists:
   5.1.1 It is laid in a separate trench.
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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<tbody>
<tr>
<td>Telephone, Electric, Gas,</td>
<td>Palmetto Utility Production Service</td>
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<tr>
<td>Cable TV</td>
<td>1-888-721-7877</td>
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<td></td>
<td>Call 3 days prior to digging</td>
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<tr>
<td>Water &amp; Sewer</td>
<td>Charleston CWS</td>
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<td></td>
<td>(843) 727-6800 (Ask for Service Department)</td>
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<td></td>
<td>Will send field technician to locate</td>
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21. DANGER SIGNALS AND SAFETY DEVICES: The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades, and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under this Specifications or contract.

22. ARTIFACTS: Any historical artifacts that are unearthed during the excavation, removal, or construction of subsurface material are the property of the Owner and shall be immediately turned over. The contractor shall also immediately notify the Owner when items that could be construed as historical are unearthed. Excavation shall be stopped in the area until the Owner notifies the Contractor that excavation may proceed.

23. PAVEMENT GUARANTEE: The Contractor warrants to the Owner that all materials and workmanship furnished on roadways are guaranteed in accordance with the terms of the General Conditions, Section 4, General Guarantee, for a period of two (2) years. The Contractor will remedy any settlements or deficiencies of the pavement surface within this period.

24. CLEAN-UP FOLLOWING WORK: Contractor will expedite clean-up and restoration work as required by the Contract Drawings and Specifications. To the maximum extent possible, roadways, drives, drainage ditches, and structures will be restored immediately after the wall installation. The restoration or replacement of public or private property should be scheduled as a top priority work item in the execution of this project.

25. PRE-CONSTRUCTION CONFERENCE: Prior to construction, a pre-construction conference will be held with representatives of the Owner, Contractor, and the Engineer.

26. PERFORMANCE STANDARDS: Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws, or regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be
Wappoo Creek Place Drainage Improvement Project

otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor, or any of their Consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, or any of Owner's Consultants, agent, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work. Where specific standards are not given for materials or installation, the provisions of the South Carolina Department of Transportation standard specifications for highway construction (2000 edition) will apply.

27. **AS-BUILT DRAWINGS:** The Contractor shall, upon completion of the work, furnish to the Owner, a marked set of reproducible drawings showing the field changes affecting the work, as actually installed and as specified under those sections of the specifications, and deliver them to the Owner. The Owner will furnish sufficient prints to the Contractor for marking, free of cost.

28. **SPECIFICATIONS AND DRAWINGS:** The following Drawings and Specifications form a part of this Contract as set forth in Paragraph 1.1, Section 01230, GENERAL CONDITIONS. The Drawings bear the general designation:

**THE DRAWINGS ARE LISTED AS FOLLOWS**

<table>
<thead>
<tr>
<th>Sheet No.</th>
<th>Title</th>
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<tbody>
<tr>
<td>1</td>
<td>WAPPOO CREEK PLACE – Drainage Improvement – Plan and Details</td>
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</table>

**THE TECHNICAL SPECIFICATIONS**

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>017123</td>
<td>Construction stakeout &amp; field engineering</td>
</tr>
<tr>
<td>312000</td>
<td>Earth moving</td>
</tr>
<tr>
<td>334100</td>
<td>Storm drain piping</td>
</tr>
</tbody>
</table>

Latest SCDOT specifications.

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

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

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

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

BUSINESS NAME: ________________________________

CHARLESTON STREET ADDRESS: ________________________________

SIGNATURE: ___________________________ TITLE: ________________

By: ___________________________
(Print Name)

Sworn to and subscribed before me at _______________________.
State of ________________, this ______ day of _____________, 20_____.

________________________________________(SEAL)

Notary Public for _______________________
My Commission Expires ________________
SECTION 017123 - CONSTRUCTION STAKEOUT AND FIELD ENGINEERING

PART 1 - GENERAL

1.1 DESCRIPTION

A. This item shall consist of furnishing, placing, replacing when required, marking and maintaining all Construction Layout stakes necessary for proper guidance and control of construction operations. It shall also include the preparation of all construction staking, field books, such as alignment books, slope and grade books, blue-top books etc. It shall also include any additional Surveyor's, Civil, Structural or other professional engineering services specified or required to execute Contractor's construction methods.

1.2 QUALIFICATIONS OF SURVEYOR OR ENGINEER

A. When it is specified or required for the Contractor to retain the services of an engineer or surveyor, then each shall meet the following requirements:

1. Surveyor shall be a Registered Land Surveyor in the State the project site is located.

2. Engineer shall be a Registered Professional Engineer in the State the project site is located.

PART 2 - PRODUCTS

2.1 EQUIPMENT AND MATERIALS

A. All surveying equipment, stakes and any other material necessary to perform the work shall be furnished by the Contractor, either directly or by a sub-contracted Registered Land Surveyor.

PART 3 - EXECUTION

3.1 SURVEY REFERENCE POINTS

A. Existing basic horizontal and vertical control points for the Project are those designated on drawing.

B. Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

C. The Contractor shall provide a Registered Land Surveyor, subject to the Owner's approval, to establish and/or re-establish all benchmarks, reference points, line and grade points necessary to complete the work at no additional expense to the Owner.
D. The Contractor shall notify the Project Engineer in the event any original reference point or benchmark as defined in subparagraph A and B, is destroyed or lost, and if required by the Project Engineer, shall replace said reference point or benchmark as per the requirements of subparagraph C.

3.2 CONSTRUCTION STAKEOUT

A. Establish lines and levels, locate and layout by instrumentation and similar appropriate means all site improvements:

1. Stakes for grading, fill and topsoil placement

2. Stakes for alignment and grades for roadways, parking facilities, and other pavements or structures.

3. Storm drainage alignment and invert elevations.

B. A complete and accurate log of all control and survey work, as it progresses, shall be maintained.

C. Contractor shall verify layouts, and line and grade of work, as work progresses, at random times to verify proper installation and shall notify Project Engineer of status.

D. At the Project Engineer's request, surveying stakeout data shall be submitted for review to verify accuracy of field engineering work.

3.3 RECORD DRAWINGS AND CERTIFICATION

A. AS-BUILT RECORD DRAWINGS: Upon completion of the work, the Contractor shall provide a certified final as-built survey by a Registered Land Surveyor showing all dimensions, locations, angles, and elevations of all portions of work performed under his contract. Provide storm drainage as-built drawings of the storm drainage system and the improvements installed. The Contractor will be provided a copy of the original Site electronic CAD files to use as a base for the creation of these asbuilt record drawings. Survey shall show all improvements and their relations to any and all existing conditions that are relative to their use.

B. CERTIFICATE OF CONFORMANCE: Submit a certificate signed by Professional Engineer or Registered Land Surveyor, as each portion of work requires, certifying that elevations and locations of improvements are in conformance or non-conformance with Contract Documents.

END OF SECTION 017123
WAPPOO CREEK PLACE DRAINAGE IMPROVEMENT PROJECT

SECTION 31 20 00 - EARTH MOVING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Excavate, backfill, compact, and grade the site to the elevations shown on the Drawings, as specified herein, and as needed for the installation of underground utilities, storm drainage systems, roadway subgrades, building pads, and general site grading and also to meet the requirements of the construction shown in the Contract Documents.

B. Related Work: Documents affecting work of this section include, but are not necessarily limited to, General Provisions and Modifications of these Specifications.

C. Refer to Section of these specifications titled "Special Project Procedures" for requirements of removal, handling and disposal of contaminated materials.

1.2 QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

B. Use equipment adequate in size capacity, and numbers to accomplish the work of this Section in a timely manner.

C. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directions of the Project Architect, which may also include the Project Civil Engineer, or the Geotechnical (Soil) Engineer.

D. Testing required for this part of the work will be furnished by the Contractor.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. Fill and backfill materials:

1. Provide soil materials free from organic matter, and deleterious substances, containing no rocks or lumps larger than 2-3/8" in their greatest dimension, and containing no more than 15% fines (material passing No. 200 sieve and having a maximum Dry Density as defined by ASTM D-1557 of 100 pcf.

2. Off-site fill material is subject to the approval of the soil engineer, and is that material removed from excavations imported from off-site borrow areas, predominantly granular, non-expansive soils free from roots and other deleterious matter. Submit samples of materials to soils laboratory for testing and approval prior to execution of filling.
3. Do not permit rocks having a dimension greater than 1" in the upper 12' of fill or embankment.

4. Cohesionless materials used for trench backfill: Provide sand free from organic material and other foreign matter, and approved by the soil engineer.

2.3 WEED KILLER

A. Provide a dry, free-flowing, dust-free chemical compound, soluble in water, capable of inhibiting growth of vegetations, and approved for use on this work by government agencies having jurisdiction.

2.4 OTHER MATERIALS

A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor, subject to the approval of the Project Architect.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Examination

Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

B. Proof-rolling

After removal of topsoil or other overburden, proof-roll the existing subgrade with a loaded dump truck or pneumatic tire roller with a minimum weight of 15 tons. Proof-roll over all areas at speeds of 2.5 to 3.5 miles per hour. Proof-rolling shall be done in the presence of the project engineer or the soils engineer. Rutting or pumping may indicate unsatisfactory material or satisfactory material with a high moisture content. Undercut areas as directed and replace with appropriate fill material. Proof-roll only when weather conditions permit. Do not proof-roll wet or saturated subgrades. Materials degraded by proof-rolling of wet subgrades shall be replaced by the Contractor at no cost to the Owner.

C. Mucking

1. When unsatisfactory or unsuitable soils (muck) are encountered and are required to be removed by the engineer, the cost of the removal and replacement shall be determined according to the contract provisions, when payment is to be based upon a unit price, such price shall be determined as noted below.

2. Mucking: Contractor shall provide a unit price for mucking (removable of unsuitable soils). The unit price shall include the removal of unsuitable soils below the area of stripping (assume 8" stripping) and shall include the disposal of muck offsite. The unit price shall also include backfilling and compacting with suitable offsite fill. The
unit cost submitted shall be based upon in-place measurement. No truck measures will be allowed.

3.2 PROCEDURES:

A. Protection of Utilities:

1. Contractor shall contact Palmetto Utilities Protection Services (PUPS) at 1-888-721-7877, or "811", a minimum of three (3) business days prior to beginning construction.

2. Unless shown to be removed, protect active utility lines shown on the drawings or otherwise made known to the Contractor prior to excavating. If damaged, repair or replace at no additional cost to the Owner.

3. If active utility lines are encountered, and are not shown on the Drawings or otherwise made known to the Contractor, promptly take necessary steps to assure that service is not interrupted.

4. If service is interrupted as a result of work under this Section, immediately restore service by repairing the damaged utility at no additional cost to the Owner.

5. If existing utilities are found to interfere with the permanent facilities being constructed under this section, immediately notify the Project Architect and secure his instructions.

6. Do not proceed with permanent relocations of utilities until written instructions are received from the Project Architect.

B. Protection of persons and property:

1. Barricade open holes and depressions occurring as part of the Work, and post warning lights on property adjacent to or with public access.

2. Operate warning lights during hours from dusk to dawn each day and as otherwise required.

3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, washout, and other hazards created by operations under this Section.

C. Dewatering:

1. Remove all water, including rain water, encountered during trench and sub-structure work to an approved location by pumps, drains, and other approved methods.

2. Dispose of all subsurface water in accordance with the requirements of the approved SWPPP and the requirements specified in Section 024110, SITE DEMOLITION.

3. Keep excavations and site construction area free from standing water. The Contractor shall maintain the site to control storm water in such a manner as to
prevent damage to the existing soils and subgrades from excessive runoff velocities, erosion, and ponding water.

D. Use means necessary to prevent dust becoming a nuisance to the public, to neighbors, and to other work being performed on or near the site.

E. Maintain access to adjacent areas at all times.

3.3 GENERAL EXCAVATION

A. Perform excavating of every type of material encountered within the limits of the Work to the lines, grades, and elevations indicated and specified herein.

B. Unsatisfactory excavated materials:

1. Excavate to a distance below grade as directed by the Architect, and replace with materials in accordance with the paragraph entitled "Mucking."

2. Include excavation of unsatisfactory materials, and replacement by satisfactory materials, as parts of the work of this Section.

C. Surplus materials:

1. Dispose of unsatisfactory excavated material, and surplus satisfactory excavated material, away from the site at disposal areas arranged and paid for by the Contractor, unless directed otherwise in writing by the Owner and Project Architect. Refer to the Section of these specifications titled "Special Project Procedures" for additional requirements.

D. Excavation of rock:

1. Where rocks, boulders, granite, or similar material is encountered, and where such material cannot be removed or excavated by conventional earth moving or ripping equipment, take required steps to proceed with the general grading operations of the Work, and remove or excavate such material by means which will neither cause additional cost to the Owner nor endanger buildings or structures whether on or off the site.

2. Do not use explosives without written permission from the Project Engineer.

E. Excavate and backfill in a manner and sequence that will provide proper drainage at all times.

F. Borrow:

1. Obtain material required for fill or embankment in excess of that produced within the grading limits of the Work from borrow areas selected and paid for by the Contractor and approved by the soil engineer.
G. Ditches and gutters

1. Cut accurately to the cross sections, grades, and elevations shown.

2. Maintain excavations free from detrimental quantities of leaves, sticks, trash, and other debris until completion of the Work.

3. Dispose of excavated materials as shown on the Drawings or directed by the soil engineer; except do not, in any case, deposit materials less than 3'-0" from the edge of a ditch.

H. Unauthorized excavation:

1. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific instruction from the Architect or the soil engineer.

2. Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations, unless otherwise directed by the soil engineer.

I. Stability of excavations:

1. Shore and brace where sloping is not possible because of space restrictions or stability of the materials being excavated.

2. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.

J. Shoring and bracing:

1. Provide materials for shoring and bracing as may be necessary for safety personnel, protection of work, and compliance with requirements of governmental agencies having jurisdiction.

2. Maintain shoring and bracing in excavations regardless of the time period excavations will be open.

3. Carry shoring and bracing down as excavation progresses.

K. Excavating for pavements:

1. Cut surface under pavements to comply with cross sections, elevations, and grades.

2. Undercut a minimum of 10 inches below finished subgrade elevation, includingstripping.

M. Cold weather protection:

1. Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F.
3.4 TRENCHING FOR UTILITIES

A. Provide sheeting and shoring necessary for protection of the work and for the safety of personnel.

1. Prior to backfilling, remove all sheeting.

2. Do not permit sheeting to remain in the trenches except when, in the opinion of the Project Engineer, field conditions or the type of sheeting or methods of construction such as use of concrete bedding are such as to make removal of sheeting impracticable. In such cases, the Project Engineer may permit portions of sheeting to be cut off and remain in the trench.

B. Open cut:

1. Excavate for utilities by open cut.

2. If conditions at the site prevent such open cut, and if approved by the Project Engineer trenching may be used.

3. Short sections of a trench may be tunnelled if, in the opinion of the Project Engineer, the conductor can be installed safely and backfill can be compacted properly into such tunnel.

4. Where it becomes necessary to excavate beyond the limits of normal excavation lines in order to remove boulders or other interfering objects, backfill the voids remaining after removal of the objects as directed by the soil engineer.

5. When the void is below the subgrade for the utility bedding, use suitable earth material and compact as approved by the Project Engineer, but in no case to the relative density directed less than 90%.

6. When the void is in the side of the utility trench or open cut, use suitable earth or sand compacted or consolidated as approved by the soil engineer, but in no case to a relative density less than 80%.

7. Remove boulders and other interfering objects, and backfill voids left by such removals, at no additional cost to the Owner.

8. Excavating for appurtenances:

   a. Excavate for manholes and similar structures to a distance sufficient to leave at least 12" clear between outer surfaces and the embankment or shoring that may be used to hold and protect the banks.

   b. Overdepth excavation beyond such appurtenances that has not been directed, will be considered unauthorized. Fill with sand, gravel, or lean concrete as directed by the soil engineer, and at no additional cost to the Owner.
C. Trench to the minimum width necessary for proper installation of the utility, with sides as nearly vertical as possible. Accurately grade the bottom to provide uniform bearing for utility.

D. Depressions:
   1. Dig bell holes and depressions for joints after the trench has been graded. Provide uniform bearing for the pipe on prepared bottom of the trench.
   2. Except where rock is encountered, do not excavate below the depth indicated or specified.
   3. Where rock is encountered, excavate rock to a minimum overdepth of 4" below the trench depth indicated or specified.

E. Where utility runs traverse public property or are subject to governmental or utility company jurisdiction, provide depth, bedding, cover, and other requirements as set forth by legally constituted authority having jurisdiction, but in no case less than the depth shown in the Contract.

3.5 BEDDING FOR UTILITIES

A. Provide bedding as indicated on the Drawings.

3.6 BACKFILLING OF UTILITY TRENCHES

A. General:
   1. Do not completely backfill trenches until required tests have been performed, and until the utilities systems as installed conform to the requirements specified in their pertinent Sections of these Specifications.
   2. Except as otherwise specified or directed for special conditions, backfill trenches to the ground surface with selected material approved by the soil engineer.
   3. Reopen trenches which have been improperly backfilled, to a depth as required for proper compaction. Refill and compact as specified, or otherwise correct to the approval of the soil engineer.
   4. Do not allow or cause any of the Work performed or installed to be covered up or enclosed by work of this Section prior to required inspections, tests, and approvals.
   5. Should any of the Work be so enclosed or covered up before it has been approved, uncover all such work and, after approvals have been made, refill and compact as specified, all at no additional cost to the Owner.

B. Lower portion of trench:
   1. Deposit approved backfill and bedding material in layers of 6" maximum thickness, and compact with suitable tampers to the density of the adjacent soil, or grade as...
specified herein, until there is a cover of not less than 24" over sewer and 12" over other utility lines.

2. Take special care in backfilling and bedding operations as not to damage pipe and pipe coatings.

C. Remainder of trench:

1. Except for special materials for pavements, such as "flowable fill", backfill the remainder of the trench with material free from stones larger than 6" or ½ the layered thickness, whichever is smaller, in any dimension.

2. Deposit backfill material in layers not exceeding the thickness specified, and compact each layer to the minimum density directed by the soil engineer.

D. Adjacent to buildings: Mechanically compact backfill within ten feet of buildings.

3.7 GENERAL SITE FILLING AND BACKFILLING

A. General:

1. For each classification listed below, place acceptable soil material layers to required subgrade elevations.

2. In excavations, use satisfactory excavated or borrow material

3. Under asphalt pavements, use satisfactory excavated or select structural fill borrow materials as approved by soils engineer. Refer to alternates for furnishing and installations of geogrid materials.

B. Backfill excavations as promptly as progress of the Work permits, but not until completion of the following.

1. Acceptance of construction below finish grade including, where applicable, damp-proofing and water-proofing.

2. Inspecting, testing, approving, and recording locations of underground utilities.

3. Removing concrete formwork.

4. Removing shoring and bracing, and backfilling of voids with satisfactory materials.

5. Removing trash and debris.

6. Placement of horizontal bracing on horizontally supported walls.

C. Ground surface preparation:

1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious matter from ground surface prior to placement of fills.
2. Plow, strip, or break up sloped surfaces steeper than one vertical to four horizontal so that fill materials will bond with existing surfaces.

3. When existing ground surface has a density less than specified under "compacting" for the particular area, break up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to required depth and percentage of maximum density.

D. Placing and Compacting:

1. Place backfill and fill materials in layers not more than 8" in loose depth. Conform with paragraph entitled "COMPACTING."

2. Before compacting, moisten or aerate each layer as necessary to provide the optimum moisture content.

3. Compact each layer to required percentage of maximum density for area.

4. Do not place backfill or fill material on surface that are muddy, frozen, or containing frost or ice.

5. Place backfill and fill materials evenly adjacent to structures, to required elevations.

6. Take care to prevent wedging action of backfill against structures by carrying the material uniformly around the structure to approximately the same elevation in each lift.

3.8 GRADING

A. General:

1. Uniformly grade the areas within limits of grading under this Section, including adjacent transition areas.

2. Smooth the finished surfaces within specified tolerance.

3. Compact with uniform levels or slopes between points where elevations are shown on the Drawings, or between such points and existing grades.

4. Where a change of slope is indicated on the Drawings, construct a rolled transition section having a minimum radius of approximately 8'0", unless adjacent construction will not permit such a transition, or if such a transition defeats positive control of drainage.

3.9 COMPACTING

A. Control soil compaction for other than clay soils during construction to provide the minimum percentage of density specified for each area as determining according to ASTM D 1557.
B. Provide not less than the following maximum density of soil material compacted at optimum moisture content for the actual density of each layer of soil material in place, and as approved by the soil engineer.

1. Lawn, playing field and other:
   a. Compact the top 8" of subgrade and each layer of fill material or backfill material at 90% of maximum density.
   b. Compact the upper 12" of filled areas, or natural soils exposed by excavating, at 90% of maximum density.

2. Walks:
   a. Compact the top 8" of subgrade and each layer of fill material or backfill material at 95% of maximum density.

3. Pavements:
   a. Compact the top 12" of subgrade and each layer of fill material or backfill material at 98% of maximum density.

4. Utility Trenches:
   a. Compact each layer of backfill material at 95% of maximum density where utilities cross under paved areas and at 90% of maximum density for unpaved areas.

C. Moisture Control:

1. Where subgrade or layer of soil material must be moisture-conditioned before compacting, uniformly apply water to surface of subgrade or layer of soil material to prevent free water appearing on surface during or subsequent to compacting operations.

2. Remove and replace, or scarify and air dry, soil material that is too wet to permit compacting to the specified density.

3. Soil material that has been removed because it is too wet to permit compacting may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value as determined by moisture-density relation tests approved by the soil engineer.

3.10 QUALITY CONTROL

A. Secure the soil engineer's inspection and approval of subgrades, and fill layers before subsequent construction is permitted thereon.

B. Provide at least the following tests to the approval of the soil engineer:

1. At paved areas, at least one field density test for every 5000 S.Y. of paved area, but not less than three tests.
2. In each compacted fill layer, one field density test for every 5000 S.Y. of overlaying area, but not less than three tests.

3.11 TEST FOR DISPLACEMENT OF SEwers AND STORMDRAINS

A. Check sewers and storm drains to determine whether displacement has occurred after the trench has been backfilled to above the pipe and has been compacted as specified. Comply with requirements in respective section for each utility type.

3.12 MAINTENANCE

A. Protection of newly graded areas:

1. Protect newly graded areas from traffic and erosion, and keep free from trash and weeds.

2. Repair and reestablish grades in settled, eroded, and rutted areas to the specified tolerances.

B. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape, and compact to the required density prior to further construction.

END OF SECTION 31 20 00
SECTION 33 41 00 - STORM DRAINAGE PIPING

PART 1 - GENERAL

1.1 SUMMARY OF WORK

The scope of work includes the installation of new storm drainage system and pipe culverts; manholes, curb inlets, and other accessories; repair of existing storm drainage piping and culverts.

1.2 SUBMITTALS

Submit the following prior to commencing work on the system.

A. Manufacturer's Catalog Data
   1. Piping and jointing materials
   2. Cast-iron Frames and Grates
   3. Pre-cast boxes or manholes

1.3 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Storage
   1. Piping: Inspect materials delivered to site for damage; store with minimum of handling. Store materials on site in enclosures or under protective coverings. Store jointing materials and rubber gaskets under cover out of direct sunlight. Do not store materials directly on the ground. Keep inside of pipes and fittings free of dirt and debris.
   2. Metal Items: Check upon arrival identify and segregate as to types, functions, and sizes. Store off the ground in a manner affording easy accessibility and not causing excessive rusting or coating with grease or other objectionable materials.

B. Handling

Handle pipe, fittings, and other accessories in a manner to ensure delivery to the trench in sound undamaged condition. Take special care not to damage pipe and fittings; if damaged, make repairs. Carry, do not drag pipe to trench.

PART 2 - PRODUCTS

2.1 PIPELINE MATERIALS

A. Concrete Piping
   1. Concrete storm drainage pipe shall be reinforced concrete pipe conforming to ASTM C76, Class III, Wall B, bell and spigot o-ring joint.
2. Jointing materials for concrete piping shall be as specified by the pipe manufacturer and the type of joint provided.

B. Polyvinyl Chloride (PVC) Plastic Pipe and Fittings

1. PVC plastic pipe and fittings shall conform to ASTM D 3034, SDR 26, having ends adaptable for elastomeric gasket joints.

2. Joints for PVC plastic pipe and fittings shall conform to ASTM D 3212. Gaskets shall conform to ASTM F 477.

C. Ductile Iron Pipe (DIP) and Fittings

1. Ductile iron pipe used for storm drainage applications shall conform to ASTM A 746, or AWWA C150, Thickness Class 50. Pipe shall have cement mortar lining in conformance with AWWA C104. Fittings shall conform to AWWA C110, and shall also be cement mortar lined.

2. Joints for ductile iron pipe and fittings shall be push on joints. Shape of pipe ends and fitting ends, gaskets, and lubricants for joint assembly shall conform to AWWA C111, except that the gaskets shall be suitable for exposure to sewage.

D. High Density Polyethylene (HDPE) Corrugated Plastic Pipe

1. High density polyethylene plastic pipe and fittings shall have a corrugated exterior and a smooth-flow interior. Pipe sizes 4-inch through 10-inch diameter shall meet the requirements of AASHTO M252, Type S. Pipe sizes 12-inch through 36-inch diameter shall meet the requirements of AASHTO M294, Type S. Fittings shall be constructed of the same material and have the same strength and flow characteristics as the pipe.

2. Joints for HDPE pipe and fittings shall be a bell and spigot configuration using an elastomeric gasket seal. Gaskets shall conform to ASTM F 477.

2.2 SUBSURFACE DRAINS

A. Subsurface drain pipe

Corrugated perforated high density polyethylene pipe meeting AASHTO M252, Type C, size as indicated. The piping shall have a factory installed geotextile wrapping, or “sock.”

B. Rock/Gravel Backfill - No. 769 Stone, Per ASTM C 33.

2.3 MISCELLANEOUS MATERIALS

A. Precast Concrete Manhole/Drop Inlet Sections

Precast concrete storm structure boxes shall conform to SCDOT-SS Section 719.2.9, "Precast Reinforced Concrete Drainage Structures."
B. Frames, Covers, and Gratings

Frames, covers, and gratings shall be of the nominal type and size indicated on the construction drawings.

PART 3 - EXECUTION

3.1 INSTALLATION OF PIPELINES AND APPURtenANT CONSTRUCTION

A. General Requirements for Installation of Pipelines

These requirements shall apply to pipeline installation except where specific exception is made under paragraph entitled "Special Requirements."

1. Location: The work covered by this section shall be as indicated on the drawings.

2. Earthwork: Perform earthwork operations in accordance with Section 31 20 00, EARTH MOVING.

3. All existing and new storm drainage pipes, inlets, manholes and structures on site shall be protected against eroded soils and sediment.

B. Pipe Laying and Jointing

Inspect each pipe and fitting before and after installation; remove those found defective from site and replace with new. Provide proper facilities for lowering sections of pipe into trenches. Lay pipe with the bell or groove ends in the upgrade direction. Adjust spigots in bells or tongues in grooves to produce a uniform space. Blocking or wedging between tongues and grooves will not be permitted. Install joint gasket material as recommended by the manufacturer of the pipe being laid.

Concrete tongue and groove pipe joints shall be wrapped with an exterior layer of nonwoven filter fabric with a minimum width of 12 inches, and a minimum of 12 inches of overlap at the ends, with the top overlap being from the top and ending on the side of the pipe not the crown. Ensure wrapping is firmly secured to pipe and itself to prevent loosing or separation during the backfilling operations.

Replace by one of the proper dimensions any pipe or fitting that does not allow sufficient space for proper caulking or installation of joint gasket material. Under no circumstances shall pipe be laid in water, and no pipe shall be laid when trench conditions or weather are unsuitable for such work. Diversion of drainage or dewatering of trenches during construction shall be provided as necessary.

When pipes are protected by headwalls or connect with drainage structures, the exposed ends of the pipe shall be placed or cut flush with the face of the structure. After the pipe is cut, the rough edges shall be smoothed up in an approved manner. At the end of each workday, close open ends of pipe temporarily with wood blocks or bulkheads, or other approved erosion control material to protect pipe from erodible soils and debris.
Provide batterboards not more than 25 feet apart in trenches for checking and ensuring that pipe invert elevations are as indicated. Laser beam method may be used in lieu of batterboards for the same purpose.

All pipe in-place shall be inspected and approved before being covered and concealed.

C. Special Requirements

Polyethylene subsurface drains shall be installed per manufacturer's recommendations. Gravel backfill shall be laid to depths and compaction levels as indicated.

D. Drop Inlet Construction

Construct base slab of cast-in-place concrete or use precast concrete base sections. For cast-in-place concrete construction, either pour bottom slabs and walls integrally or key and bond walls to bottom slab. For precast concrete construction, make joint between sections with the gaskets specified for this purpose; install in the manner specified for installing joints in concrete piping. Give a smooth finish to inside joints of precast concrete drop inlets. Parging will not be required for precast concrete manholes. Drop inlets, or other structures shall be constructed to the line and dimension shown on the construction drawings.

3.3 FIELD QUALITY CONTROL

A. Field Tests and Inspections

The Engineer will conduct field inspections and witness field tests specified in this section. The Contractor shall perform field tests and provide, labor, equipment, and incidentals required for testing. Be able to produce evidence, when required, that each item of work has been constructed properly in accordance with the drawings and specifications. Coordinate and schedule all tests and inspections with the Engineer a minimum of 48 hours (2 working days) in advance of the test.

B. Pipeline Testing

Check each straight run of pipeline for gross deficiencies by holding a light in a manhole; it shall show a practically full circle of light through the pipeline when viewed from the adjoining end of line. Upon completion of work, the entire piped drainage system shall be cleaned.

3.4 RECORD CLOSEOUT DOCUMENTS

A. Provide final As-built Record Drawings of the completed storm water improvements and submit for approval.

Record Drawings must identify at a minimum:

1. each storm drain pipe installed, its size, material, invert elevation at the downstream outlet and the upstream inlet, length and the resultant pipe slope;
2. each storm box structure, manhole, catch basin and curb inlet; the structure top elevation; for curb inlets, swale inlets and detention basin outlet control structures, also indicate the inlet elevation and size of weirs and orifices.

B. Retain the services of a Registered Land Surveyor and comply with these and the requirements specified in Section 017123, "Construction Stakeout and Field Engineering" and the requirements of this section. The Contractor will be provided a copy of the original Site electronic CAD files to use as a base for the creation of these as-built record drawings.

END OF SECTION 334100
# SC Conservation Bank
## Application for Funding

### Executive Summary

**Project Name:**

**Acquisition Type:**
- [ ] Fee Simple
- [ ] Conservation Easement
- [ ] Loan
- [ ] Other

**Acres:**

**Grant Request Amount:** $

**County:**

**Executive Summary:** Summarize the principal objectives of the proposed application (100 words).

**Project Narrative:** Please ATTACH a Project Narrative to explain in greater detail the principal conservation values, timing, partnerships, financial leverage and other pertinent information about the proposed conservation transaction (500 words, include as separate page).

### Contact Information

#### Landowner

**Landowner's Name:**

**Email Address:**

**Daytime Telephone:**

**Mailing Address:**

What is the corporate structure?
- [ ] Sole Proprietor
- [ ] LLC
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] C Corporation
- [ ] S Corporation
- [ ] Government
- [ ] Nonprofit
- [ ] Other:

**Applicant**

**Name of Organization:**

**Authorized Agent Name:**

**Email Address:**

**Daytime Telephone:**

**Mailing Address:**

#### County

**County Administrator:**

**Email Address:**

**Mailing Address:**

#### Municipality (if applicable)

**Municipality Administrator:**

**Email Address:**

**Mailing Address:**

**Note:** The Bank intends to correspond principally by electronic email. Please indicate which, if any, parties would prefer written or other forms of correspondence.
### Property Information

- County Tax Map #(s):
- Current local zoning status where property is located:
- GPS Coordinates:

Please ATTACH the following:
- A shapefile showing the property location and boundary. Contact Bank staff if assistance is needed.
- Any surveys, USGS maps, directions, county locator map, or any other pertinent information.
- Photos (minimum 2)

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<th>Description</th>
<th>Unit</th>
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<tr>
<td>Total Acres</td>
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<tr>
<td>Total Non-Forested Agriculture/Open Lands</td>
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<td>Total Upland Forested</td>
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<td>Total Forested Wetlands</td>
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<td>Total Ponds/Lakes/Other Wetlands</td>
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<tr>
<td>Frontage on Creeks or Rivers</td>
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### Stewardship Information

1. Who will be the party responsible for managing this land at the close of the subject real estate transaction?
   - Name: 
   - Contact Information:
     - If applicable, please describe any intentions to transfer ownership of the property to another entity. Note: For fee simple acquisition, if the Applicant does not disclose an intent to transfer the property to another qualified entity in the application, the Applicant must seek further approval from the Bank Board to do so. (100 words)

2. Does the eligible trust recipient or the landowner have a general summarized land management plan for this proposal? Please attach if available. 
   - YES  NO
   - Note: A copy of a management plan will be required prior to the release of funds.

3. Briefly list the principal conservation values this project aims to protect. (200 words)
4. Please describe the legal instrument that will protect the principal conservation values. (100 words)

5. Please describe the material terms of the proposed conservation easement or other restriction, including reserved rights relating to:

<table>
<thead>
<tr>
<th>Subdivision</th>
<th>Owner reserves right to subdivide the property [ ] time(s), creating [ ] future parcel(s).</th>
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<tbody>
<tr>
<td>Structures</td>
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<tr>
<td>Commercial Timber</td>
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<td>Other</td>
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6. Please describe the resources available to the Applicant to permanently uphold the conservation purposes of the subject project. (100 words)

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**Purchase Contract or Letter of Intent:** Please ATTACH a copy of the letter of intent or purchase contract that reflects the transaction contemplated in the application. Otherwise, please describe the anticipated legal instrument to be used to memorialize the terms of the subject real estate transaction and when such a document will be executed.

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**Conflicts of Interest:** Please disclose any conflicts of interest that you are aware of related to this project, including but not limited to: (a) conflicts between the Applicant and the landowner; (b) conflicts between the Applicant and a board member or staff of the SCCB; (c) conflicts between the Applicant and one or more of its own board members. If a conflict exists, please describe its scope and nature, and what measures the Applicant will take to ensure that the terms of the transaction are reasonable and the conflict is properly disclosed and managed.
Title Requirements

1. **Title Commitment**: Please ATTACH a commitment to insure title to the real estate interests subject to this application. Note: Prior to the release of funds, the Applicant must purchase a title insurance policy acceptable to SCCB in an amount not less than the Grant Award. Furthermore, the Applicant must agree to reimburse the Bank its grant award on a pro rata basis if a successful claim against title is perfected.

2. Does the Applicant understand and agree to indemnify the SCCB against any loss suffered by the Applicant due to a defect in title to an interest in land acquired by the Applicant with SCCB trust funds, which indemnification obligation is or will be secured by the title insurance policy referenced herein?  
   - YES  
   - NO

Applicant Affirmations

By signing below, the Applicant agrees to and acknowledges the following statements:

1. **Adjoining Landowners**: Adjoining landowners must be notified of this grant request by statute. The Applicant affirms that it has notified all adjoining landowners of this mandate.

2. **Landowner Notice**: The Applicant affirms that it has notified the owner of the land that is the subject of this grant request of the following in writing (Note: Applications not having affirmation that the notice requirement of this section has been met will not be considered for funding requests):
   a. That interests in land purchased with trust funds result in a permanent conveyance of such interests in land from the landowner to the Applicant or its assignees.
   b. That it may be in the landowner’s interest to retain independent legal counsel, appraisals and other professional advice.

3. The Applicant agrees that the property subject to the application is not encumbered by any existing restrictions, including those that are not recorded, that already substantively protect its conservation values.

4. The Applicant agrees that all info provided herein is accurate.

5. The undersigned Applicant acknowledges that any grant from the SCCB will be subject to the provisions, terms and conditions of this entire Application and to the provisions of the South Carolina Conservation Bank Act, Code §48-59-10 et. seq.

6. The Applicant understands and agrees that the disbursement of any funds will be subject to the availability of SCCB funds.

7. The Applicant understands and agrees that in the event of the sale of any interests in land purchased in whole or in part with trust funds provided by the SCCB, whether as the result of condemnation or other sale, the proceeds from the sale must be paid in full in part to the SCCB. The said proceeds will be credited to the SCCB in proportion to the costs of acquisition paid from SCCB trust funds for the acquisition of the interests in land sold as compared to the total cash consideration paid for the acquisition of the interests in land.

8. The Applicant understands and agrees that any other Applicant to which the interests in land that are the subject of the Application might be transferred will acknowledge that the transferee receives the interests in land subject to the terms and conditions of this Application. In such circumstances, the Applicant must notify the Bank 60 days in advance of the transfer of the property.

9. The Applicant understands and agrees that amounts spent for acquisition of interests in land include only the actual purchase price of the interests in land, plus customary closing costs associated with a normal real estate transaction (e.g. title insurance, abstractor fees, recording fees and attorney's fees directly associated with the closing).

10. If the Applicant uses SCCB funding to acquire Fee Simple title to land, it understands and agrees that public access and use of the land must be permitted, subject to those rules and regulations that are consistent with the conservation purposes for which the land was acquired.

11. The Applicant understands and agrees to return to the SCCB any trust funds disbursed by the SCCB to the Applicant that are not spent, in accordance with this Application, within 60 days of the day SCCB disburses the trust funds to the Applicant.

Signature: ___________________________________________ Date: ____________________________
12. Organization Name: ____________________________

**Non-Profit Certification:** Please ATTACH certification that this is a charitable not-for-profit corporation or trust authorized to do business in this state; whose principal activity is the acquisition and management of land for conservation or historic purposes and which has tax-exempt status as a public charity under the Internal Revenue Code of 1986 or Certification that the Applicant is an otherwise qualified entity under the S.C. Conservation Bank Act.

13. Describe your capacity to complete the project and acquire the interests in the proposed lands. (100 words)

14. How many total acres of lands or projects have you preserved in this state? (50 words)

15. Briefly describe the lands your organization has preserved in this state, including their size, location and method of preservation. **Note:** This section need not be complied with for specific preserved lands if the privacy or proprietary interests of the owners of such preserved lands would be violated. (100 words)
1. The extent to which the proposal conserves unique or important wildlife habitat.

Wildlife Habitat Values: The habitat potential of a Parcel for all types of wildlife and fisheries species including those hunted and fished. For example, Parcel contains:

- excellent habitat or habitat potential for game species including black bear, white-tailed deer, wild turkey, waterfowl, bobwhite quail and others.
- excellent habitat or habitat potential for game fish including cold-water trout, black bass, sunfish and others.
- significant populations of resident species.
- good or excellent habitat or habitat potential for forest inhabiting birds.
- good or excellent habitat or habitat potential for significant populations of forest inhabiting mammals, reptiles, amphibians and invertebrates.
- areas for resting and feeding of migratory species.
- exhibits connective habitats, corridors, habitat linkages and areas that reduce biological isolation.
- other (please explain)

2. The extent that proposal conserves rare or endangered species.

Threatened and Endangered Species: The Parcel contains populations or suitable habitats of rare, threatened or endangered species of fish, wildlife or plants. For example, Parcel contains:

- known occurrences of rare, threatened or endangered species of animals or plants.
- Parcel is within close proximity to a site with known occurrences of species of concern.
- habitats that are suitable for reoccupation of such species.
- habitats that often harbor such species.
- other (please explain)

3. The extent that the proposal conserves relatively undisturbed or outstanding examples of an ecosystem indigenous to South Carolina. For example, Parcel contains:

- Carolina Bay
- Spartina Marshlands
- other (please explain)

4. The extent the Parcel conserves riparian habitats, wetlands, water quality, watersheds of significant ecological value, critical aquifer recharge areas, estuaries, bays or beaches.

Riparian and Hydrologic Values: The Parcel contains wetlands that have ecological values including unique habitats, flood control, sediment filtration, and contaminant filtration. For example, Parcel:

- is situated on a river, stream or marine shore.
- has extensive river, stream or marine shoreline.
- includes the 100-year floodplain.
- includes a designated scenic river, stream or wetland.
- contains minimum 50-foot buffer of trees along shorelines as a sediment buffer.
- contains ecologically significant wetlands such as isolated bays, bogs, depression meadows and ponds.
- is adjacent to or near other protected wetlands.
- includes the surface watershed or the ground water aquifer of a public water supply.
- other (please explain)

5. The extent the Parcel has for conserving outstanding geologic features. For example, Parcel:

- contains mountains.
- contains significant rock formations/waterfalls.
- contains significant earth strata.
- contains limestone bluff
- other (please explain)

6. The extent to which the Parcel conserves a site of unique historical or archaeological significance.

Cultural and Historic Resources: The Parcel contains known or likely sites of significant historic or cultural value. For example, Parcel:
7. The extent the Parcel conserves an area of critical forestlands, farmlands, or wetlands. For example, Parcel has:

- [ ] the soil productivity and natural vegetative community to produce high quality timber, pulpwood and other forest products.
- [ ] growing timber stock in place.
- [ ] diverse timber age and type.
- [ ] prime soils
- [ ] is agriculturally unique
- [ ] contains unique wetlands
- [ ] other (please explain)

8. The extent the Parcel conserves an area of forestlands or farmlands which are located on prime soils, in microclimates or have strategic geographical significances.

The potential of a Parcel to produce forest products including productivity, accessibility, vegetative community, standing timber, management history and location. For example, Parcel:

- [ ] has the soil productivity and natural vegetative community to produce high quality timber, pulpwood, forest and agricultural commodities.
- [ ] has growing timber stock in place.
- [ ] has diverse timber age and type.
- [ ] has growing crops in place.
- [ ] other (please explain)

9. The extent that the Parcel conserves an area for public recreation, greenways, or parkland.

Public Recreation Potential: The potential of a Parcel to provide the public with outdoor recreational potential including hunting, fishing, hiking, birding, horseback riding, wildlife observation, and other types of recreation. For example, Parcel has:

- [ ] externally accessible to the public by automobile and internally accessible by vehicle, foot, boat or bicycle.
  - The public must be able to reach the tract by auto and transit the tract reasonably under most environmental conditions.
- [ ] potential water-based recreational value.
- [ ] unique habitat, geological formation, wildlife population or other special recreational attraction.
- [ ] potential for inclusion in the Wildlife Management Area Program.
- [ ] other (please explain)

10. The extent the Parcel conserves a larger area or ecosystem already containing protected lands or as a connection between natural habitats or open space that are already protected. For example, Parcel:

- [ ] adjoins or is close to a state park.
- [ ] adjoins or is close to a state or federal forest or refuge.
- [ ] borders on other protected and managed lands.
- [ ] borders a scenic highway or river.
- [ ] other (please explain)

11. The extent that the Parcel conserves a significant acreage. Parcel contains:

- [ ] 0-100 acres
- [ ] 100-500 acres
- [ ] 501-1,000 acres
- [ ] 1,001-5,000 acres
- [ ] 5,001-10,000 acres
- [ ] over 10,000 acres
DRAFT
Financial Criteria

1. Fair Market Value: Please ATTACH a Preliminary Appraisal, which should include a brief description of comparable sales, if applicable, and analysis used to arrive at the value of the property interest subject to this application. The appraiser must be approved by the SCCB (see, https://cccbank.sc.gov/application/approved-appraiser-list) Note: A qualified and competent appraisal establishing fair market value and/or the value of the proposed easement must be reviewed and approved by the Bank prior to the release of funds.

2. What is the grant amount requested?

3. What is the Fair Market Value (FMV) of the real estate interest that the Bank grant will support?

4. What is the bargain sale percentage of the transaction? (Grant Request / FMV of interest)?

5. Please list fees and transaction costs included in this grant request, if any.

6. Fee Simple: What is the purchase price?

Public Access

Will this property allow for public access? If no, skip questions below. YES NO

Note: Fee Simple: All grant applications to purchase a property must afford public access. Likely have public access as the City Conservation Easements: Grants supporting the acquisition of conservation easements on private land do not require public access. However, in many of these cases, the landowners contemplate affording a limited level of public access. It must be formally binding for a term of no less than ten (10) years, in order to qualify under the Bank’s project ranking system.

Legal Instrument: It is acceptable to utilize the Bank’s grant agreement as the legal instrument to memorialize the public access commitments.

1. Describe the level and nature of public access that will be provided to the subject property after the completion of the project. (200 words)

2. Please describe any limitations on public access. (200 words)
Partnerships
Please name any partner contributing cash or in-kind value to this project, including bargain sale value contributed by the owner. It is acceptable to list the partner name, amount, type, contingencies, and status. In order to qualify as a funding partner, the entity must contribute at least ten percent (10%) of the value of the property interest acquired or fifty thousand dollars ($50,000), whichever is lower. If multiple funding sources are anticipated to support this project at a level below either threshold, they may be aggregated to count as a single partner.

1. Name:
   Amount:
   Type:
   Contingencies:
   Status:

2. Name:
   Amount:
   Type:
   Contingencies:
   Status:

3. Name:
   Amount:
   Type:
   Contingencies:
   Status:

Threat of Conversion
Describe the likelihood of development, conversion or fragmentation to the conservation values of this property within the next 25 years. Please include any information on threats to less of similar properties in the near vicinity. (200 words)

Unique Opportunity
Describe the unique opportunity this project affords to meaningfully advance the SCCS’s conservation mission. Please include a statement on the conservation vision for this property and the community with which it most closely is associated. (200 words)
Recommended List of Supporting Documents to Include with Application

1. 501(c)(3) Nonprofit Certification from IRS
2. Project Narrative (500 words)
3. GIS Shapefiles, if available
4. Maps
5. Photographs (Minimum 2)
6. Title Commitment
7. Preliminary Appraisal
8. Baseline Report Documentation or Land Management Plan, if available
9. Signed Purchase Contract or Letter of Intent
10. Landowner Acknowledgment, signed
11. Match Agreement, signed, if applicable
## Landowner Acknowledgment

1. Does this land contain property or interest in the property that has been down zoned within three years of the date of this application?  
   
   YES   NO

2. Has the qualified entity or Applicant seeking funding notified you in writing:
   
   a. That interests in land purchased with trust funds result in a permanent conveyance of such interests from the landowner to the eligible trust fund.
   
   YES   NO

   b. That it may be in the landowner's best interests to retain independent legal counsel, appraisals, and other professional advice.
   
   YES   NO

3. Are there any existing liens, mortgages, or encumbrances that currently exist on this property?
   
   If yes, indicate which entity owns the lien and the amount of the corresponding note:

   YES   NO

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**South Carolina Conservation Bank — Landowner Inspection Consent Agreement**

4. The undersigned, as the landowner or landowner's agent agrees to allow inspection, and appraisal if necessary, of the interests in land that is the subject of this Application. I agree to allow authorized or designated agents or staff to inspect this property as may be required. Reasonable notice of inspection will be given.

5. The undersigned as the landowner or landowner's agent acknowledges that any grant from the SCCB will be subject to the provisions, terms and conditions of this entire Application and to the provisions of the South Carolina Conservation Bank Act, Code §48-69-10 et. seq.

Signature: __________________________  Date: _________________

**DRAFT**
**Match Agreement**

The SC Conservation Bank ("Bank") considers its ability to leverage its grant awards with outside funding sources as a key component of its effectiveness. Leverage may come in the form of bargain sales of interests in conservation lands, private donations, and contributions from other state and local funding programs. When contributed by non-federal partners, such forms of leverage can qualify as match ("Match") for concurrent or future federal grants. The Bank views its ability to help partners secure federal grants for additional conservation and restoration activities in South Carolina as a high priority.

Federal conservation and restoration programs that require non-federal Match include, but are not limited to: the US Fish and Wildlife Services' North American Wetland Conservation Act (NAWCA) and National Coastal Wetlands Conservation Grant (Coastal Wetlands) programs; the US Department of Agriculture's Agricultural Conservation Easement Program (ACEP); the Department of Defense's Readiness and Environmental Protection Initiative (REPI); and the Forest Service's Forest Legacy Program (Forest Legacy). Donated value from landowners through bargain-sale transactions, and cash contributions from local governments and the Bank afford a simple formula for partners to qualify as Match for additional federal conservation and restoration grant programs.

In evaluating the subject grant application, the Bank will consider whether the non-federal partners will agree to acknowledge their contributions as Match for concurrent or future federal grant programs, such as those listed above, provided the following conditions are satisfied: 1) the acknowledgement of the contribution as Match adds no Substantive Additional Restrictions on the use of the property and 2) the landowner incurs no additional stewardship expenses.

The Applicant may choose to direct the allocation of Match generated by this project for a period of twelve months after closing. Thereafter, allocating Match will be coordinated by the Bank.

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Do all the non-federal partners who have committed over $1,000 to this project, including in-kind value or bargain sales, agree to hereby acknowledge their contributions as "match" to concurrent or future applications for federal funding for conservation or restoration purposes, provided that said acknowledgment creates no Substantive Additional Restrictions on additional stewardship expenses?

**Applicant**

Signature: ____________________________ Date: ________________

**Landowner**

Signature: ____________________________ Date: ________________

(If applicable)

**Other Party**

Signature: ____________________________ Date: ________________

(If applicable)

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No Substantive Additional Restrictions shall be defined as any restriction on the subject property over and above that contemplated in the Bank application that would materially impact the landowner's use and enjoyment of the Property or negatively impact its appraised market value. Examples of Substantive Additional Restrictions include, heightened restrictions on reserved subdivision rights, hunting and fishing activities, commercial timbering, or recreational uses. However, specifically exempted from the definition of Substantive Additional Restrictions are administrative requirements for acknowledging the Match, including but not limited to: acknowledging a specific contribution amount, date, or the appraised value of property; or recording notices of grant agreements.
Scope of Services
James Island Creek Grab Sampling
August 2022-August 2023

Project Understanding

The State of South Carolina National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Regulated Small Municipal Separate Storm Sewer Systems (SMS4), SCRO300000 requires Charleston County, the City of Charleston, and the Town of James Island, as permittees, to implement a monitoring plan to measure pollutant levels within a Total Maximum Daily Load (TMDL) watershed. The permit requires monitoring to be conducted beginning not more than 18 months after the TMDL effective date, which was January 2020 for the James Island Creek TMDL. The permittees would like to implement a grab sampling effort within the watershed to assess the water quality.

The permittees would like to continue to collect wet weather and dry weather grab samples at five locations within the James Island Creek watershed, with funding allocated for additional sampling and testing. This project includes the collection of the grab samples, laboratory analysis for enterococcus, and associated reporting for a 12 month period (August 2022-August 2023).

Task 1 – Compliance (Wet Weather) Sampling

To maintain permit compliance, the permittees need to sample at least once per season (e.g. winter, spring, summer, and fall) during wet weather conditions. This task includes the collection of manual grab samples once per season during wet weather conditions at each of the five (5) monitoring locations. Wet weather conditions are characterized by a storm event that produces at least 0.25 inches of rain, following an antecedent dry period of at least 72 hours with no more than 0.1" of rainfall.

At a minimum, samples will be analyzed for the pollutant of concern in the James Island Creek TMDL, enterococcus. This task will require coordination during a potential approaching storm and guidance on the spacing of grab sampling during the storm event. The number of samples collected per storm event per location will be spaced at a collection interval based upon the anticipated duration of storm water runoff, but the period of time for collection during each event will be heavily influenced by inclement or dangerous weather conditions, daily tidal cycles, pollutant holding times, and/or laboratory business hours. Woolpert will collect at least two (2) wet weather samples at each of the five (5) sampling locations in a single day, at varying tidal conditions to the extent possible. As time allows based on laboratory operating hours, tidal conditions, and traffic, Woolpert will make every attempt to collect three (3) samples at each location. The grab samples must be analyzed by a state certified lab for enterococcus, which is Trident Laboratory in Ladson, SC. Bacteria sample results will be sent to the County no later than one week after Woolpert receives the results from the laboratory.

Task 1 Deliverables:
- Raw laboratory data

Task 1 Fee Estimate

<table>
<thead>
<tr>
<th>Task</th>
<th>Fee (NTE)</th>
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<tbody>
<tr>
<td>Manual Grab Samples and Wet Weather Monitoring</td>
<td>$6,600</td>
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<tr>
<td>Reimbursables (Lab fees, mileage, etc.)</td>
<td>$4,600</td>
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<td>TOTAL FEE (annually)</td>
<td>$11,200</td>
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</table>

Woolpert
May 23, 2022
James Island Creek Grab Sampling 2022-2023
Charleston County, SC
Task 2 - Dry Weather Sampling
This task includes the collection of dry weather manual grab samples six (6) times throughout the year, at an estimated frequency of once every other month, at the five (5) sampling locations. This effort is not required for permit compliance but would provide important information about the background bacteria concentrations in the watershed at varying tidal conditions. Dry weather is characterized by an antecedent dry period, meaning less than 0.1 inches of rain has fallen in the previous 72 hours. Woolpert will collect at least two (2) dry weather samples at each of the five (5) sampling locations in a single day, at varying tidal conditions to the extent possible. As time allows based on laboratory operating hours, tidal conditions, and traffic, Woolpert will make every attempt to collect three (3) samples at each location. The flow conditions, weather conditions, and ebb or flow of the tide will be documented at the time of sampling. At a minimum, samples will be analyzed for the pollutant of concern in the James Island Creek TMDL, enterococcus. The grab samples will be analyzed by Trident Laboratory in Ladson, SC. Bacteria sample results will be sent to the County no later than one week after Woolpert receives the results from the laboratory.

Task 2 Deliverables:
- Raw laboratory data

Task 2 Fee Estimate
<table>
<thead>
<tr>
<th>Task</th>
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<tbody>
<tr>
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<td>$8,600</td>
</tr>
<tr>
<td>Reimbursables (Lab fees, mileage, etc.)</td>
<td>$6,900</td>
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<tr>
<td>TOTAL FEE (annually)</td>
<td>$15,500</td>
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Task 3 - Additional Sampling
Through previous sampling efforts, the permittees learned the value of flexibility in sampling efforts to capitalize on sampling opportunities within the watershed. To meet this desire, this scope includes a task that covers a range of option additional sampling efforts, which may include but is not limited to: additional wet weather sampling; additional dry weather sampling; additional locations; MST analysis; and miscellaneous sampling tasks.

Woolpert will monitor the weather and the grab sample results and will make recommendations to the permittees when additional sampling could be conducted. Woolpert will also conduct additional sampling at the request of the permittees. This task allows for the collection of additional samples on additional days, as well as MST analysis. The estimated cost for each of these occurrences is shown in the table below, with the total not to exceed $31,200. This task will be billed at an hourly rate, with reimbursables being a direct pass-through cost to the Permittees as will be shown on the invoices. This task will allow the permittees to maximize sampling efforts with flexibility.

Task 3 Deliverables:
- Raw laboratory data

Task 3 Fee Estimates
<table>
<thead>
<tr>
<th>Task</th>
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<tbody>
<tr>
<td>Additional Wet Weather (per day)</td>
<td>$2,200</td>
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<tr>
<td>Additional Dry Weather (per day)</td>
<td>$2,200</td>
</tr>
<tr>
<td>Strategic Sampling (advance coordination + per day)</td>
<td>Up to $2,500</td>
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<tr>
<td>MST Analysis (per sample)</td>
<td>$1,100</td>
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<tr>
<td>TOTAL FEE (NOT TO EXCEED)</td>
<td>$31,200</td>
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</table>
Task 4 – Reporting
Woolpert will evaluate the laboratory results and compare these to the field notes taken during the sampling event. When applicable, Woolpert will also compare these results to available rainfall, tide, and flow data at nearby stations. This data will be summarized in a quarterly memo submitted to the permittees.

Task 4 Deliverables:
- Quarterly memo (4)

Task 4 Fee Estimate

<table>
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<th>Task</th>
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<tbody>
<tr>
<td>Quarterly Memos (4)</td>
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Schedule
Woolpert will complete this work between August 2022 and August 2023.

REIMBURSABLE EXPENSES
Reimbursable expenses are direct expenses (no markup) including but not limited to the following: travel, laboratory analysis costs, equipment, shipping and copying.

Compensation
Actual billing will be on an hourly rate, as per the attached rate schedule, not to exceed $67,900.

<table>
<thead>
<tr>
<th>Woolpert Labor Category</th>
<th>Hourly Rate</th>
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<tr>
<td>Project Principal</td>
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<td>Senior Technical Specialist</td>
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