COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Seekings

2. Approval of Minutes:
   June 21, 2022

3. Bids and Purchases

4. Approval of the CARTA-FY23 Budget

5. Resiliency and Sustainability: Approval to accept the 2023 SC DHEC Solid Waste Reduction and Recycling Grant in the amount of $12,000 to purchase composting equipment, supplies, and public outreach materials to support the City’s composting program. There is no match required for this grant.

6. Office of Cultural Affairs: Approval to accept a grant award of $5,685 from SC PRT Tourism Advertising Grant Program to support the 2022 MOJA Festival. The match amount was waived by South Carolina Department of Parks, Recreation and Tourism.

7. Office of Cultural Affairs: Approval to apply for a grant in the amount of $50,000 from the National Endowment for the Arts to support public art initiatives in the second half of 2023 and the first half of 2024. This grant application will be submitted on July 19, 2022, as access to the NEA online portal is not yet available and the agenda has been set for City Council’s July meeting. A 1:1 City match is required. Funding to meet the match requirement has been included in the FY23 budget request.

8. Stormwater Management: Approval of the Low Battery Seawall Repairs-Phase III Change Order #1 in the amount of $221,680.00 with Gulf Stream Construction Company, Inc., for additional polyurethane injection needed to fill more voids found in the ground compared to previous phases of the project. Approval of Change Order #1 will increase the construction contract by $221,680.00 (from $21,496,256.00 to $21,717,936.00). Funding sources for this project are: Hospitality Funds ($17,077,901.53), Municipal Accommodations Tax Funds ($15,651,479.68), Charleston County Accommodations Tax Fees ($400,000.00), CWS Contributions ($4,874,746.00) and 2022 Hospitality Revenue Bond ($37,417,402.35).

9. Stormwater Management: Approval of the Low Battery Seawall Repairs-Phase IV Fee Amendment #11 with Johnson, Mirmiran & Thompson in the amount of $48,718.00 for the conceptual study development relevant to the next phase of the Low Battery Seawall from King St. to South Battery
Approval of Fee Amendment #11 will increase the professional service contract by $48,718.00 (from $3,705,852.36 to $3,754,570.36). Funding sources for this project are: Hospitality Funds ($17,077,901.53), Municipal Accommodations Tax Funds ($15,651,479.68), Charleston County Accommodations Tax Fees ($400,000.00), CWS Contributions ($4,874,746.00) and 2022 Hospitality Revenue Bond ($37,417,402.35).

10. Stormwater Management: Approval to submit the SCCB grant application requesting $300,960.00 in grant funds and a City match of $75,240.00 for a total grant budget of $376,200 to support property acquisition activities of the Barberry Woods Drainage Improvement Project on Johns Island. The application is due by July 31, 2022. The match is not required, but it is recommended to be competitive. The proposed City match is an 80/20 cost-share and is available from the Drainage Fund.

11. Stormwater Management: Approval of a construction contract for Wappoo Creek Dr. in the amount of $43,890.00 with First Construction Management, LLC. Funds are available within the FY22 Small Project Allocation. The $43,890.00 is available within the Stormwater Operations Budget.

12. Parks – Capital Projects: Approval of a Memorandum of Agreement with Charleston County to reimburse the County for the installation of conduit and power line to the Susie Jackson Memorial Garden fountain. Approval of this MOA will obligate $6,700.00 of the $100,000.00 project budget. Funding sources for this project are: 2018 General Fund Reserves ($100,000.00).

13. Parks – Capital Projects: Approval of the Johns Island Fire Station #23 Construction Manager at Risk Contract with Hill Construction Services of Charleston in the amount of $71,390.00 for preconstruction services including schematic design, design development, and construction documents for the construction of a 3-bay fire station located at Maybank Highway at Johns Island. Approval of the CMAR Contract will obligate $71,390.00 of the $8,951,156.00 project budget. Funding sources for this project are: 2021 IPRB Bond ($8,951,156.00).

14. Police Department: After-the-fact approval to apply for the FY22 Field Initiated: Encouraging Innovation – DOJ, OJP, BJA Grant to enhance and enlarge CPD’s Electronic Monitoring Program. The grant will fund $999,999 for a Violent Offender Electronic Monitoring Program. Due to time constraints, this application was submitted on July 11, 2022. This project does not require a City match.

15. Police Department: After-the-fact approval to apply for the FY23 Paul Coverdell Forensic Science Improvement Grants Program for technological enhancements to the Charleston Police Department Forensic Science Division. The grant will fund $37,050 for a portable laser investigation device. Due to time constraints, this application was submitted on July 7, 2022. This project does not require a City match.

16. Police Department: Approval to apply for the FY22 Edward Byrne Memorial Justice Assistance Grant for technologic improvements to CPD information, identification and investigation efforts. The grant will fund $42,980 for data-link software. This application is due on August 8, 2022. This project does not require a City match. (See also City Council Public Hearings – Agenda Item E-1)

17. Planning, Preservation & Sustainability: Approval of the NPS URC grant application submission requesting $75,000 in grant funds with an optional City match of $25,000 to support community education and outreach; and historic surveys of African American settlement communities interested in pursuing National Register nomination or other state/local historic designations. The application deadline is August 10, 2022. The requested match of $25,000 has been included in the
PPS 2023 Budget Request to support the larger project for which this grant would provide additional support.

18. Planning, Preservation & Sustainability: Approval of a MOU with the Charleston Downtown Alliance for the administration of the King Street BID. (Final action will be taken at City Council on July 19, 2022.) (To be distributed under separate cover by the Planning, Preservation, and Sustainability Department)

19. Fire Department: Approval of the form Acquired Structures Agreement between the City of Charleston and homeowners.

20. Executive Department: Approval of the James Lewis, Jr. affordable housing project undergrounding, Other Work in Progress (OWIP) Agreement in the amount of $739,512 with Dominion Energy. $500,00 of this amount will be paid from the Copper River Bridge TIF fund, as previously allocated and approved by Council. $119,756 will be funded from the Non-Standard Service Fund. The remaining $119,756 will be funded by Dominion. (To be distributed under separate cover by the Legal Department)

21. The Committee on Real Estate (Meeting was held on Monday, July 18, 2022 at 3:00 p.m., Conference Call: 1-929-205-6099; Access Code: 835 678 884)

a. Approval of a Second Amendment to Memorandum of Understanding and Agreement between the City of Charleston, South Carolina, and TMP Epic Center, LLC. (2070 Sam Rittenberg Blvd., Charleston, SC 29407) (TMS# 310-04-00-009, TMS# 351-05-00-043 & 044, TMS# 351-09-00-015 & 053)

b. Approval of a Third Amendment to the Management Agreement between the City of Charleston and Charleston Digital Corridor Foundation for the lease space at 22 West Edge on a month-to-month basis for no more than 12 months.

c. A Resolution to approve Amendment of the Agreement for Development of a Joint County Industrial Park, by and between Charleston County, South Carolina and Colleton County, South Carolina, so as to include additional property in the City of Charleston as part of the Joint Industrial Park.

d. A Resolution to approve Amendment of the Agreement for the Establishment of a Multi-County Industrial/Business Park for properties located in a redevelopment project area, by and between Charleston County, South Carolina and Colleton County, South Carolina, so as to include additional property in the City of Charleston as part of the Joint County Industrial Park.

e. Authorization for the Mayor to execute a Lease Agreement between Marina Variety Store, Inc., and City of Charleston.

f. Approval of the permit with National Parks Service for the First Day Festival, scheduled for Sunday, August 7, 2022.

g. Approval of a Second Amendment to the Memorandum of Understanding between the City of Charleston and Landmark Enterprises Services, LLC., extending the August 1, 2022 deadline to October 15, 2022. (14 Sumar Street, Charleston, SC 29407) (Final action will be taken at City Council on July 19, 2022.)
h. Please consider the following annexations:

(i) 1989 Maybank Highway (1.52 acres) (TMS# 343-03-00-208), James Island, (District 11). The property is owned by Maywood, LLC.

(ii) 1978 Maybank Highway (0.38 acre) (TMS# 343-03-00-198), James Island, (District 11). The property is owned by Brian Tanner and George Vasilos.

(iii) 22 Oakdale Place (0.24 acre) (TMS# 418-10-00-104), West Ashley, (District 9). The property is owned by Kayley Seawright.

(iv) 5 Oakdale Place (0.22 acre) (TMS# 418-15-00-042), West Ashley, (District 3). The property is owned by Allison and James Lutz.

(v) 31 Avondale Avenue (0.35 acre) (TMS# 418-14-00-029), West Ashley, (District 9). The property is owned by James and Ashley Mackintosh.

(vi) 4 Tovey Road (0.17 acre) (TMS# 418-10-00-109), West Ashley, (District 9). The property is owned by John Bouvette.

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) 577-1369 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Amy Wharton
DEPT. BFRC
SUBJECT: PERFORMANCE ASSESSMENT CONSULTING SERVICES
REQUEST: Approval to establish a contract for Performance Assessment Consulting Services with Raffel's Financial Consultants, Inc., 19 Garfield Place, Ste. 500, Cincinnati, OH 45202. Solicitation #22-P002R

COMMITTEE OF COUNCIL: Ways & Means DATE: July 19, 2022

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

<table>
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<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
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<td>Cap. Proj. Cmte. Chair</td>
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FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: _______ Account #: _______
Balance in Account ☐ $100,000 Amount needed for this item $144,500.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: ____________________________
FISCAL IMPACT: Contract amount is for 1 year. Amount budgeted in 2022 is $100,000. Any work performed in 2023 will not exceed the budgeted amount.

Mayor's Signature: ____________________________

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

Performance Assessment Consulting Services  
22-P002R  
June 24, 2022

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</table>

[Signature]  
Buyer  
Date: 6/24/22

[Signature]  
Witness  
Date: 6/24/22
## Score-Sheet

**Performance Assessment Consulting**  
**Solicitation # 22-P002R**

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<td>Prime Vector</td>
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<tr>
<td>Raftelis Financial Consulting</td>
<td>86 91 82 90 94 84 95 89</td>
<td>711</td>
</tr>
</tbody>
</table>

 signatures:  
**Buyer**

signature:  
**Witness**

**Date**  
5/20/22
STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

AGREEMENT BETWEEN THE CITY OF CHARLESTON
AND RAFTELIS FINANCIAL CONSULTANTS, INC. FOR
PERFORMANCE ASSESSMENT CONSULTING SERVICES

THIS AGREEMENT is entered into this _____ day of ______________, 20____ between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as “the City”), and Raftelis Financial Consultants, Inc. (hereinafter referred to as the “Contractor”).

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions stated herein, the parties agree as follows:

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish the Performance Assessment Consulting Services in accordance with Solicitation #22-P002R. All attachments and exhibits, including Exhibits A, B, C, D and E listed below, shall be incorporated herein:

Exhibit A: Solicitation #22-P000W (the “Request for Proposal”)
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor’s Proposal (the “Work”)
Exhibit E: Contractor’s Pricing Proposal

1. The Contractor shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services as described in Exhibits A, B, D, and E as approved by the City in fulfilling its obligations as set forth in this Agreement. The City also reserves the right to request any additional goods and/or services as it relates to this solicitation if the need arises and is in the best interest of the City. Unless modified in writing by agreement of the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

2. The Contractor shall provide the goods and/or services as set forth and described in Exhibits A, B D, and E as approved by the City to this Agreement and specifically detailed in any Purchase/Work Orders, if any, as may be issued from time-to-time by the City.

3. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit C, and is competent and able to provide professional and high quality goods and/or services to the City in accordance with this Agreement.
4. It is agreed by the parties that during the Term of the Contract, the Contractor, in consultation with and approval of the City, shall develop tasks, schedules for completion, and budgets that address the customized needs requested by the City. The services will be performed according to Exhibit A, Exhibit B, Exhibit D, and Exhibit E. The Consultant shall bill only for work that is approved by the City according to the pricing for such work as shown in Exhibit F. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor’s performance of such requested additional work.

5. The Contractor agrees to send any and all reports of services performed by the Contractor to the City on a regular basis and to the agreed upon City Representative.

6. The Contractor will not perform any of the various work tasks outlined in Exhibit A, Exhibit B, Exhibit D, and Exhibit E except when authorized by the designated City Official.

7. Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong to the City; provided that nothing contained herein shall be deemed a transfer, assignment or divestiture by Contractor of its trade secrets, know-how or intellectual property.

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $144,500.00 (One Hundred Forty-Four Thousand Dollars and Zero Cents) to be made in accordance with the Request for Proposal, Addenda and the Contractor(s)’ Proposal Response and Cost Proposal, Exhibits A, B, D, and E. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor’s request for a price increase.
§4. WARRANTIES AND REPRESENTATIONS

A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.

B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor is required to incorporate into the project. Machinery, equipment, material and supplies used without the required prior approval of the City shall be at the risk of subsequent rejection by the City at no cost to the City.

C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.

§5. SUBCONTRACTORS

A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City’s Director of Procurement a list of names of any of the intended Subcontractors, the Subcontractor’s applicable license number(s), and a description of the work to be done by each subcontractor, if requested by the City.

B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City’s Director of Procurement.

C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.

D. If at any time the City’s Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.

E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.
§6. INDEMNIFICATION

Except for expenses or liabilities incurred by the Contractor arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys’ fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City’s officers, officials, employees and any person directly or indirectly employed by the City, the City’s employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements which are set forth in Exhibit C.

§8. GRATUITIES AND KICKBACKS

Gratuities. It shall be unethical and a violation of this Agreement by the Contractor for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or bid therefore.

Kickbacks. It shall be unethical and a violation of this Agreement by the Contractor for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the Contractor, or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
§9. TERMINATION

For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of thirty (30) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

§10. ASSIGNMENT

The Contractor shall not assign in whole or in part any part of this Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under this Agreement without the prior written consent of the City.

§11. NOTICES

All notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To:          To:
City of Charleston    Raitelis Financial Consultants, Inc.
John J. Tecklenburg   Julia Novak
Mayor              Executive Vice President
PO Box 304          19 Garfield Place, Suite 500
Charleston, SC 29402    Cincinnati, OH 45202

With copies to:

City of Charleston
Legal Department
50 Broad Street
Charleston, SC 29401

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401
§12. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City’s Procurement Director shall make all change orders to this Agreement in writing. The City shall not be bound by any change in this Agreement unless approved in writing by the Procurement Director.

§13. ENTIRE AGREEMENT

This document and its Exhibits constitute the entire Agreement between the parties and all previous negotiations leading thereto. This Agreement shall be modified only by a written agreement signed by the City and the Contractor.

§14. GOVERNING LAWS

The laws of the State of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas.

§15. LICENSE AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction as necessary to fully perform its obligations pursuant to this Agreement. The Contractor shall provide a copy of its valid City of Charleston Business License to the City upon the execution of this Agreement.

§16. PUBLICITY RELEASES

The Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City’s name in its published list of customers without prior approval of the City. With regard to news releases, the Contractor shall only be permitted to use the name of the City and the type and duration of this Agreement in any news releases provided the Contractor shall first have obtained the prior written approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City’s employees unless it is a direct quote from the Public Information Officer of the City.

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor’s duty to verify identity and eligibility of its employees and all sub-contractors in accordance with IRCA (“Immigration Reform and Control Act”) as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.
§18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

§19. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities (including but not limited to any laws, ordinances or regulations relating to the SC Department of Revenue or the SC Board of Contractors) shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in this Agreement.

§21. BACKGROUND CHECK

The City reserves the right to conduct criminal background checks on individuals assigned to this project, including the Contractor, its employees, agents or Subcontractors.

§22. SC STATE AND LOCAL TAX

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

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the “SCDRT”). When and if the City receives an executed SCDRT form I-312, Nonresident Taxpayer Registration Affidavit – Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of this Agreement that is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.
The Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of the Contractor's failure to pay any tax of any type due in connection with this Agreement.

§23. NONDISCRIMINATION

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

_________________________________________________________

Date: ________________________________

Name

Date: ________________________________

_________________________________________________________

John J. Tecklenburg
Mayor

Date: ________________________________

WITNESSES FOR VENDOR:

_________________________________________________________

Date: 7/5/2022

Name

Date: 7/5/2022

_________________________________________________________

Julia Novak
Executive Vice President

Date: 7/5/2022
**EXHIBIT A**

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<th>22-P002R</th>
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<th>April 19, 2022 @ 12:00pm</th>
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<td>Performance Assessment Consulting Services</td>
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<td></td>
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<tr>
<td>Mailing Date:</td>
<td>March 8, 2022</td>
<td>Direct Inquiries to:</td>
<td>Robin B. Robinson</td>
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<td>Vendor Name:</td>
<td>FEIN/SS#:</td>
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<td>Vendor Address:</td>
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<td>City – State – Zip:</td>
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<td>Telephone Number:</td>
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<tr>
<td>Minority or Women Owned Business:</td>
<td>Are you a certified Minority or Women-Owned business in the State of South Carolina?</td>
<td>☐ Yes ☐ No</td>
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<tr>
<td>Authorized Signature:</td>
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<td>Date:</td>
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I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.

**IMPORTANT**

1. This solicitation seeks proposals responding to the Scope of Work for a **Performance Assessment Consulting Services**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the “No Proposal Response Form” to our office.

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the proposal opening.

4. Questions regarding this solicitation must be submitted in writing to Gary Cooper or Robin Barrett Robinson no later than 1:00pm on March 25, 2022. Questions may either be faxed to 843-720-3872 or emailed to Gary Cooper, cooperg@charleston-sc.gov or Robin Barrett Robinson, robinsonr@charleston-sc.gov.
INSTRUCTIONS TO OFFERORS

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

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

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

2. Offerors must clearly mark as “Confidential” each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

3. Proposals must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the proposal.

4. Proposals should be typewritten or computer-generated; however, if this is not possible, the hand writing must be legible. A Proposal shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.

5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

6. Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.
7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request “at cost” for the City’s internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straightforward, concise description of Offeror’s ability to satisfy the requirements of the Solicitation.

9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.

10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Offeror selected.

11. No substitutions shall be considered after the contract award except by Amendment.

12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Offeror if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.

13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.

14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror’s ability to provide said services.

15. The Offeror is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.

16. GRATUITIES AND KICKBACKS
   A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval,
recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

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

17. **OFFEROR REPRESENTATIONS**
Each Offeror by submitting a Proposal represents that:

A) The Offeror has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.

B) The Offeror has reviewed the Solicitation and has become familiar with the local conditions under which the Scope of Work is to be performed. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.

C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.

D) The Offeror is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Offeror's best skills and attention.

E) The Offeror is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

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

19. **ADDENDA/CHANGES**
Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the
City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City’s Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City’s website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

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

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

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

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

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

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

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

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

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

24. NOTICE TO PROCEED
A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City’s Director of Procurement.
25. **OTHER CONTRACTS**
The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

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

27. **INDEPENDENT CONTRACTOR**
Successful Offeror is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

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

29. **INDEMNIFICATION**
Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or
intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys’ fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

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

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

32. SUBCONTRACTORS
A) If any subcontractors shall be used for this project, the Contractor shall provide to the City’s Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.

B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City’s Director of Procurement.

C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.

D) If at any time the City’s Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.
E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

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

34. TERMINATION
A) For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

B) For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS
A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

B) By signing its proposal, the successful Offeror(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.

C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.
36. **COMPLIANCE WITH LEGAL REQUIREMENTS**
   All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. **PERMITS AND LICENSES**
   A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.

   B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

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

39. **STATE AND LOCAL TAXES**
   A) Except as otherwise provided, contract prices shall include all applicable state and local taxes.

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

   C) Contractor shall calculate that portion of the contract which is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

   D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. **INCORPORATION BY REFERENCE**
   The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.
41. **PRIME CONTRACTOR RESPONSIBILITIES**
   The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

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

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

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

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

46. RECORDS RETENTION & RIGHT TO AUDIT
The City shall have the right to audit the books and records of the Contractor as they pertain
to this contract. Such books and records shall be maintained for a period of three (3) years
from the date of final payment under the contract. The City may conduct, or have conducted,
performance audits of the Contractor. The City may conduct, or have conducted, audits of
specific requirements of this proposal as determined necessary by the City. Pertaining to all
audits, the Contractor shall make available to the City access to its computer files containing
the history of contract performance and all other documents related to the audit.
Additionally, any software used by the Contractor shall be made available for auditing
purposes at no cost to the City.

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

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

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

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

51. NON-DISCRIMINATION
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race,
disability, religion, sexual orientation or gender identity and shall abide by the requirements
contained in Federal Executive Order Number 11246, as amended, including specifically the
provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan
Utilization Report is available on the city website on the Human Resources and Organization
of the report by mail, please contact Human Resources at (843) 724-7388.
52. DEFAULT
In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

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

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

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

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

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

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

59. PUBLICITY RELEASES
Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
60. AMENDMENTS
All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Offerors who have notified the City Procurement Division of receipt of the proposal.

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

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

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

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

65. CONTRACT TERMS
The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.
MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston’s Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

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

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

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

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston’s web site www.charleston-sc.gov under “BIDLINE” link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

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


   AND

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

   OR

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

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

Name of Company: ________________________________

__ ___________________________ ___________________________
Signature                                                 Date

Print Name

_________________________ ___________________________
Witness                                                  Title

23
AFFIDAVIT A
Page 1 of 2

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

Affidavit of ____________________________

(Name of Bidder)

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

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

○ 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. Complete Affidavit A, Page 2.

○ 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.

○ 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.

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

○ 5. Attended any pre-solicitation meetings scheduled by the City.

○ 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

○ 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)

○ 8. Provided MWBE assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder’s suppliers in order to help such businesses in establishing credit.

○ 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.

○ 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.

○ 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

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

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

Date:___________ Name of Authorized Officer (Print/Type): ________________________________

Signature:________________________

Title: ______________________________
AFFIDAVIT A
Page 2 of 2

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

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

<table>
<thead>
<tr>
<th>1. Minority Firm Name and Contact</th>
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<tbody>
<tr>
<td>Minority Firm Telephone Number</td>
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<tr>
<td>Minority Firm Fax Number</td>
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<tr>
<td>DBE Certification Number</td>
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<tr>
<td>Minority Firm Address</td>
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<td>Follow up Verification</td>
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I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: ____________ Name of Authorized Officer (Print/Type):_____________________________

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

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

Print Name: _______________________________________________________________________
Phone Number: _____________________________________________________________________
Address: _________________________________________________________________________
AFFIDAVIT B

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

Affidavit of ______________________________. I hereby certify that on the 
(Name of Bidder)

________________________________________, Total Project Amount $______________________

(Project Name)

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

(Attach additional sheets if needed)

<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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Total MBE Participation: ________%    $____________

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

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

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

Date:_________________  Name of Authorized Officer (Print/Type):______________________________

Signature:__________________________________________

Title:________________________________________________

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

My Commission Expires: ____________________________

_____________________________  Notary Public for the State of ____________________________

Print Name:______________________________

Phone Number: ____________________________

Address: ____________________________________________

Notary Seal: ____________________________
AFFIDAVIT C

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

Affidavit of ____________________________________________
(Name of Bidder)

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

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

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

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

Date:__________ Name of Authorized Officer (Print/Type):________________________________

Signature:_____________________________________

Title:________________________________________

Sworn to before me this ___ day of ____________, 20__.
Notary Public for the State of __________________________
My Commission Expires: ___________________________
Print Name: _____________________________________
Phone Number: _________________________________
Address: _______________________________________

Notary Seal:
GENERAL INFORMATION

The City of Charleston (the City) is soliciting proposals to partner with a consultant or consulting firm to help guide continuous improvement, analytics, and operational analysis citywide.

The City’s Process and Service Improvement Division is responsible for oversight of the City’s quality and process management initiatives and key customer service relationship management programs. The division facilitates the improvement of municipal services by providing advisory assistance to City officials, fostering an atmosphere for open communication and exchange of ideas, encouraging organizational and employee development and growth, facilitating the development of innovative quality business practices or solutions for organizational improvements. The consultant will be working directly with the staff in the division as well as a core team of internal resources.

The City is comprised of 15 Departments and has approximately 1,965 Employees, and a total annual budget of over $253 million.

PROCUREMENT PROCESS

The RFP (Request for Proposal) is not a bid. In the event the City elects to negotiate a contract with the successful Vendor, any contract should contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

QUESTIONS

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. All questions shall be in writing and addressed to: Gary Cooper or Robin Barrett-Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: cooperg@charleston-sc.gov or robinsonr@charleston-sc.gov. Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on March 25, 2022. No interpretation shall be binding upon the City unless in writing from the City’s Corporate Counsel.

ORAL STATEMENTS

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

NON-ENDORSEMENT

If a Proposal is accepted, the successful Offeror shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City’s endorsement of the successful Offeror’s product or services.

PROPRIETARY INFORMATION

If an Offeror does not desire proprietary information in the Proposal to be disclosed, the Offeror shall identify all proprietary information in the Proposal. This identification will be done by
individually marking each page with the words “Proprietary Information” or “Confidential” on which such proprietary information is found. If the Offeror fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon request through the Freedom of Information Act.

UNAUTHORIZED COMMUNICATIONS
Respondents’ contact regarding this RFP with employees or officials of the City of Charleston will result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP. The only authorized contacts for this procurement are any designated Procurement staff.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE
Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City’s agent or employee.

DISQUALIFICATION OF OFFERORS
Offerors may be disqualified for any of the following reasons:
- Reason to believe collusion exists among the Offerors
- The Offeror is involved in any litigation against the City
- The Offeror is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

CONTRACT TERMS
The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

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

VENDOR’S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS
Each Vendor shall become fully acquainted with the City’s requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor’s duty to become acquainted with the City’s circumstances and requirements.

PROPOSAL PREPARATION
All proposals should be complete and carefully worded and must convey all the information requested by the City of Charleston. If significant errors are found in the Offeror’s proposal, or
if the proposal fails to conform to the essential requirements of the RFP, the City, and the City alone, will be the judge as to whether that variance is significant enough to require rejection of the proposal.

**RECEIPT OF PROPOSALS**
Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt (April 19, 2022 @ 12:00pm) of their proposal by the City. Proposals received after the scheduled due date and time will not be considered.

**NUMBER OF PROPOSALS SUBMITTED**
Each Vendor must submit one (1) unbound Original and nine (9) separately bound copies of the Proposal are required for submission, plus one (1) electronic copy (Flash Drive). Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note “Original” on the original proposal.

**RESPONSE FORMAT AND ORGANIZATION**
To assure similarity in proposal presentation and allow the evaluation team to easily compare competing proposals, Offerors should include, in the order described, the material indicated below. It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement and every question. Non-responsive or incomplete answers to information requests and/or City requirements may lead to disqualification of the Offeror’s submittal.

**COMPLETION OF RESPONSES**
Only information presented in the Proposal will be used to evaluate the software that best fits the needs of the City.

Responses should be completed in accordance with the requirements of this RFP. Statements made by an Offeror should be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

**PROPOSAL FORMAT**
Proposals are to be prepared in a manner designed to provide the City with a straightforward presentation of the Offeror’s capability to satisfy the requirements of this RFP. All copies should be bound in a single volume (*single sided only*) and all documentation submitted with the proposal should be bound in that single volume, where practical.

a) Proposals should be clearly marked “22-P002R – Performance Assessment Consulting Services”

b) All pricing information should be in a separate envelope clearly marked “Cost Proposal”.

c) Everything (Proposals and Cost Proposals) is to be placed in one envelope/box/package clearly marked “22-P002R – Performance Assessment Consulting Services”.
d) Proposals must be submitted by mail or hand delivered to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401, ATTN: 22-P002R.

e) Proposals must be received in the City’s Procurement Office no later than 12:00pm on April 19, 2022. Late proposals will not be accepted.

f) No more than one proposal may be submitted by any Vendor.

g) The proposal must be signed by an official authorized to contractually bind the Vendor.

h) All forms from this RFP requiring signature must be included in the proposal.

PROPOSAL EVALUATION PROCESS
The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this request for competitive sealed proposal as defined in this section.

An Evaluation and Selection Committee will be established to evaluate the Proposals and select a proposal which represents the best value to the City. The Evaluation and Selection Committee will be comprised of City personnel and any other persons as designated by the City. This Committee will determine the responsiveness and acceptability of each proposal. The Evaluation and Selection Committee may request additional information from Offerors.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified as either reasonably qualified or unqualified. A Proposal will be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted Offerors will be invited to present their Proposal to the Evaluation and Selection Committee. The City may issue a request for clarification to the shortlisted firms requesting additional information or clarifications. This request will also invite each of the Offerors to give a formal presentation to the Evaluation and Selection Committee and outline the format of the presentation. The purpose of the presentations will be to allow Offerors to further present their proposal and allow members of the Evaluation and Selection Committee to ask questions of the proposed project team.

PROPOSAL EVALUATION CRITERIA FACTORS
The following weighted criteria will be used to evaluate the Proposals for purposes of selecting the Offeror(s) to negotiate with or to shortlist.

Criteria Factors
- Vendor Experience and Qualifications
- Relevant Current and Past Projects
- Response to Proposal Questions and Requirements (see Section A.3)
- Completeness of Submittal
- Pricing

It is the Offeror’s responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP.

31
SCOPE OF WORK AND TECHNICAL REQUIREMENTS

SECTION A: BACKGROUND & OBJECTIVES

A.1 BACKGROUND:
The City of Charleston (the City) is soliciting proposals to partner with a consultant or consulting firm to help guide continuous improvement, analytics, and operational analysis citywide.

The City’s Process and Service Improvement Division is responsible for oversight of the City’s quality and process management initiatives and key customer service relationship management programs. The division facilitates the improvement of municipal services by providing advisory assistance to City officials, fostering an atmosphere for open communication and exchange of ideas, encouraging organizational and employee development and growth, facilitating the development of innovative quality business practices or solutions for organizational improvements. The consultant will be working directly with the staff in the division as well as a core team of internal resources.

The City is comprised of 14 Departments and has approximately 1,938 Employees, and a total annual budget of over $234 Million.

An overview of the City of Charleston’s operations and budget can be found online at:

http://charleston-sc.gov/budget

A.2 OBJECTIVES:
The following outlines the objectives of the agreement:

A.2.a Continuous Improvement:
- Assist the development of a culture of continuous improvement throughout the City of Charleston.
- Assist with the training and development of Executives, Directors, and Management about the City’s continuous improvement methodology and approach to process improvement.
- Enhance the vision for continuous improvement citywide, including ties to specific financial and quality metrics that will improve as a result of initiatives.
- Increase the capacity of a core team of internal resources to provide strong internal consulting services (exp. – through training and coaching).
- Analyze the major service areas and prioritize where improvement initiatives should be focused to have the greatest impact to service levels and customer satisfaction.
- Develop comprehensive improvement plans for services or programs evaluated that include reason for action, current state, goals, root causes of current state, strategies, measures of success, and action items.
- Assist and guide the improvement events or assessments that will be facilitated by City-provided resources.
- Provide executive and management level coaching throughout the life cycle of the projects.
- Assist with Citywide strategic planning efforts.
A.2.b Analytics:
- Assist with identifying and analyzing the City’s major data systems and collection points as well as community partner data systems and prioritize projects and initiatives which will have the greatest impact on quality of life, service levels, and customer satisfaction.
- Assist with the development of a culture of data collection and analytics in the City.
- Assist and guide the analytics projects that will be facilitated by City-provided resources.
- Assist the training of Executives, Directors, and Management about data-driven decision-making.
- Increase the capacity of a core team of internal resources to provide strong internal consulting services related to data-driven decision-making.

A.2.c Operations Analysis:
- Conduct operational analyses and provide findings and recommendations.
- Conduct cost benefit analyses and provide findings and recommendations.
- Conduct workload studies and provide findings and recommendations.
- Perform rightsizing analyses and provide findings and recommendations.

A.3 PROPOSAL QUESTIONS AND REQUIREMENTS:
Your proposal should specifically address each of the questions or issues that are listed below. The quality and detail of your responses will figure significantly in the overall evaluation of your proposal. Proposers are encouraged to give examples and provide additional information to support your compliance on each point. To standardize the format of all proposals, Proposers are required to respond to all questions in the order given and to list the item number and restate the question prior to giving their answer. Failure to comply with this requirement may result in your proposal being declared non-responsive.

For all proposers:
1. Provide a description of your firm, including name, location(s), a brief history, size, and typical services provided.
2. Describe how your firm prioritizes work and allocates resources with competing projects.
3. Indicate your firm’s primary location, and detail how services will be provided, if not located within the Charleston area.
4. Describe your firm’s qualifications as they pertain to this type of work. Specifically any experience related to services provided to municipal government operations. Highlight any experience with:
   - Fire Prevention and Protection.
   - Emergency Management Services.
   - Urban Planning, Land Use, Development, Permitting, and Inspection Activities.
   - Historic Preservation and Architectural Design Review.
   - Public Nuisance and Substandard Housing Code Violations.
- Parks and Facilities Management.
- Traffic and Transportation Management.
- Garbage, Trash, and Waste Collection.
- Recreation and Access to Cultural Activities.
- Affordable Housing and Community Development.
- Economic Development.
- Board, Committee, and Agenda Management.
- Municipal Court Administration.

Continuous Improvement:
1. Describe your firm’s experience with continuous improvement (exp. – Lean, Six Sigma). Include number of years doing this work, scope and size of projects, client sectors, and at a minimum one (1) example of process improvement for service delivery. Include in your example an overview of the project, methodology used, amount of resources used to accomplish, and metrics (financial or quality) that improved as a result.

2. Describe your firm’s approach or methodology for achieving employee buy-in and change management in a public sector organization.

3. Describe how you would approach the following situation, including expected deliverables, tools used, charters, and other supporting documentation with your answer. Also, provide an estimated budget for this scenario, including a list of personnel, allocation of personnel by task, and an estimated number of hours for the task.

The City of Charleston’s Environmental Services Division is responsible for the collection of garbage (household waste) and trash (yard waste and bulk items/white goods) within the city’s jurisdiction. The division’s primary goal is to maintain a clean, safe and healthy environment for residents and visitors of the City. City crews collect garbage and trash on the Peninsula, Inner West Ashley and James Island. The City contracts with two vendors to provide garbage and trash collection services to Daniel Island/Cainhoy and Outer West Ashley/Johns Island.

Recently, the City has experienced an increase in missed garbage and trash collections from City Crews. In some cases, garbage and trash are not collected due to improper placement by citizens or obstructions that block the crews’ ability to collect the items. In other cases, the City has experienced staff shortages that lead to the inability to complete routes in a timely manner. Both scenarios prove to be problematic for the City since staff
have to return to the site to retrieve the missed collections leading to inefficient and ineffective operations.

How would you evaluate and then make recommendations to improve the missed garbage and trash collection process?

**Data Analytics:**
1. **Describe** your firm’s experience with providing analytics services (exp. – big data analysis, predictive analytics, machine learning, metrics visioning, etc.) Include years doing this work, scope and size of projects, client sectors, and at least one example. Include in your example an overview of the project, approach used, amount of resources used to accomplish, and metrics (financial or quality) that improved as a result.

2. Describe how you would approach the following situation, including expected deliverables, tools used, charters, and other supporting documentation with your answer. Also, provide an estimated budget for this scenario, including a list of personnel, allocation of personnel by task and an estimated number of hours for the task.

The City of Charleston wants to conduct a Workforce Assessment. The purpose of the assessment is to evaluate our organizational culture, create a workforce profile and identify improvement opportunities within key core processes, including but not limited to employee recruitment and hiring, onboarding, staff development and retention efforts. The City conducted similar surveys in 2018 and 2020 so baseline data is available.

Please describe in detail your approach to conducting, analyzing and communicating the results from a Workforce Assessment.

**Operations Analysis:**
1. **Describe** your firm’s experience with performing operations analysis (exp. – rightsizing, workload, cost benefit analyses). Include years doing this work, scope and size of projects, client sectors, and at least one example. Include in your example an overview of the project, approach used, amount of resources used to accomplish, and metrics (financial or quality) that improved as a result.

2. Describe how you would approach the following situation, included expected deliverables, tools used, charters, and other supporting documentation with your answer.

The City wants to conduct a Customer Relationship Management (CRM), Call Center and Work Order Management Process Assessment. In 2018, the City moved to a centralized call center model to act as the primary customer contact point for obtaining general information, initiating service requests and directing calls to other departments and agencies for resolution. The intent was to improve customer service levels, have consistent tracking and follow-up of citizen requests and decrease the workloads of city staff by reducing the number of calls they receive on a daily basis.
The City wants to evaluate call center operations and identify opportunities for enhanced efficiencies and effectiveness. The assessment should include:

- Evaluating call center staffing levels and determining if they are adequate based on workload.
- Creating an inventory of current request management methods utilized by the call center.
- Identifying industry best practices.
- Measuring customer satisfaction levels from the initiation of the request to the closeout of the work order.

Please describe in detail your approach to conducting a Customer Relationship Management, Call Center and Work Order Management and Process Assessment.

A.4 TERM:
The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

SECTION B: PRICING

B.1. PRICING INFORMATION:
This section should include a description of the proposed costs and prices. All pricing information should be limited solely to this section of your proposal. This section should address all requirements set forth in Section A as well as any other items pertinent to your proposal pricing. The requirements have been developed to allow the City to uniformly evaluate prices submitted for the work. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments.

Any omissions in this proposal should be identified by each Vendor and incorporated into their proposal. The City will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. The City reserves the right to purchase part or the entire proposal.

B.2 PRICING:
All prices quoted should be firm and fixed for the specified contract period.

PRICING ITEM #1:
Provide a comprehensive list of resources by the job classifications used within your organization, detail the skill sets and normal anticipated duties of each classification, and provide the hourly billing rates that will be used throughout the duration of the resulting on-call contract. The City assumes that there will be no annual increases to these hourly rates throughout the duration of the on-call contract.

PRICING ITEM #2:
For each Section being proposed on (Continuous Improvement, Analytics, and Operations Analysis), provide the following estimates:
For Section A.3 – Continuous Improvement – #3 above, provide an estimated budget for this scenario, including a list of personnel, allocation of personnel by task, and an estimated number of hours for the task.

For Section A.3 – Data Analytics – #2 above, provide an estimated budget for this scenario, including a list of personnel, allocation of personnel by task, and an estimated number of hours for the task.

For Section A.3 – Operations Analysis – #2 above, provide an estimated budget for this scenario, including a list of personnel, allocation of personnel by task, and an estimated number of hours for the task.

These estimates will be used for evaluation purposes only.
NO PROPOSAL RESPONSE FORM

Proposal Number: 22-P002R  Proposals will be received until:  April 19, 2022 @ 12:00pm
Proposal Title: Performance Assessment Consulting Services
Mailing Date:  March 8, 2022  Direct Inquiries to:  Robin B. Robinson
Vendor Name:  FEIN/SS#:  
Vendor Address:
City – State – Zip:
Telephone Number:  Fax Number:

Minority or Women Owned Business:  
Are you a certified Minority or Women-Owned business in the State of South Carolina?  □ Yes □ No
If so, please provide a copy of your certificate with your response.

Authorized Signature:  ________________  Title:  ________________
Date:  ________________

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be sent in if not sending in a submission.

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

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

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

Comments:  ________________________________________________________________
____________________________________________________________
____________________________________________________________
CERTIFICATE OF FAMILIARITY

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

Company Name
As registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Email

Telephone Number/Toll Free Also (If Available)

Remittance Address

Fax Number

City, State, Zip

Date

Federal Tax ID (FEIN)/SS Number

SC Sales Tax Number

Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?
☐ Yes     ☐ No
If so, please provide a copy of your certificate with your response.
INSURANCE REQUIREMENTS

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

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

1. Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 10 93.
2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.

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

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

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

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

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

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

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers’ Compensation

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

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

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

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.
H. Insurance must be placed with an approved insurance company with current Best’s rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

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

Required certificates should be mailed to:

City of Charleston  
Procurement Division  
75 Calhoun Street, Ste. 3500  
Charleston, SC 29401
References
Offerors must supply a minimum of four (4) references for which they have provided the same or similar services being requested in the Scope of Work. If the references have not used similar services, please outline the services that your company has provided to these clients.

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Vendor’s Checklist

1. Did you provide required information and sign the front page of the solicitation?
   ____ Yes ____ No

2. Did you sign the Certificate of Familiarity form?
   ____ Yes ____ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   ____ Yes ____ No

4. Did you sign the applicable Affidavit?
   ____ Yes ____ No

5. Did you mark your “Original” Proposal and provide the required # of copies if requested?
   ____ Yes ____ No

6. Did you complete and include all pricing sheets if provided?
   ____ Yes ____ No

7. Did you include the required references?
   ____ Yes ____ No

8. Did you provide a copy of insurance and all other documentation requested if requested?
   ____ Yes ____ No

9. Did you include and sign any addenda if applicable?
   ____ Yes ____ No

10. Did you double check to make sure you have included everything that was requested?
    ____ Yes ____ No

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

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

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

ADDENDUM #1 Q&A

DATE: April 1, 2022
TO: All Bidders
FROM: Robin B. Robinson
RE: 22-P002R – Performance Assessment Consulting Services

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

Q-1 The RFP is very comprehensive and expansive in nature and scope covering a wide range of advisory services that may not lend itself to a singular consultant or consulting firm. Will the City accept proposals for a subset of those advisory services? For example, one subset of advisory services might be continuous improvement, another subset might be analytics, etc.

A-1 Yes, we will consider these types of proposals.

Q-2 If a “No Proposal” response is submitted, does this mean the City would still consider those Offerors on the list submitting a “No Proposal” response for a subset of the advisory services referenced in the RFP? If so, how can an Offeror on that list expect to be contacted concerning the provision of those advisory services?

A-2 Any vendor that submits a “no response” may still be used as a subcontractor by a vendor that does submit a proposal.

Q-3 Has the City identified specific departments for continuous improvement, analytics, or operations analysis engagements? If so, could you please identify any or all of those expected engagements?

A-3 Currently, we have only determined that a Workforce Assessment/Employee Survey will be conducted in 2022. From that information, additional assessments will be determined.

Q-4 Does the City have an annual or cumulative budget for this contract? If so, could you please identify said budget or price range?

A-4 Yes, this contract is budgeted annually.
Q-5 Regarding the timeline for key deliverables, are there any specific goals that this assessment must align with (e.g., prior to budget adoptions, before fiscal year end, etc.)?

A-5 The City of Charleston is on a calendar year budget. Ideally, any recommendations that have a fiscal impact should be provided by the beginning of the third quarter.

Q-6 Has the City seen or reviewed any examples of this type of assessment for other municipalities that are similar to the type of assessment that you are requesting?

A-6 No.

Q-7 Will specific staff in the Process and Service Improvement Division be assigned to support this project? For example, will specific Division staff assist with scheduling meetings, arranging spaces and other logistics, gathering requested information, etc.?

A-7 Yes, the Director of Process and Service Improvement will be the primary point of contact at the City. The Chief Innovation Officer will provide additional support.

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

Signature of Acknowledgement

Date

Company Name
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:
(a) to be excess insurance over any project professional liability policy, and

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

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Required certificates should be mailed to:

    City of Charleston  
    Procurement Division  
    75 Calhoun Street, Suite 3500  
    Charleston, SC 29401
April 15, 2022

Ms. Robin B. Robinson
Procurement Division
City of Charleston
75 Calhoun Street, Suite 3500
Charleston, SC  29401

Subject: Proposal for Performance Assessment Consulting Services (22-P002R)

Dear Ms. Robinson:

We are excited to submit this proposal to provide performance assessment consulting services to the City of Charleston. Our focus has always been to help local government and utility clients solve their financial, organizational, and technology challenges. We appreciate the opportunity to submit our proposal, which has been developed to provide the City with concise yet thorough information that introduces our approach to a variety of performance assessments.

Raftelis was established in 1993 to provide financial and management consulting services of the highest quality to local governments and utilities. The Raftelis brand strengthened with the 2020 acquisition of The Novak Consulting Group (TNCG), which deepens our management consulting expertise specific to local governments. Our knowledge of the City from previous utility rate studies will help us to hit the ground running.

We believe our firm offers the City several distinct advantages:

- **A workable and insightful approach:** Our team’s approach specifically addresses the City’s needs and will provide a comprehensive diagnostic analysis of current operations to identify opportunities for improvement. We are skilled in the application of process improvement strategies, such as LEAN Six Sigma, Prosci, and others that will strengthen our operational analysis. The City’s desire for gained organizational/operational efficiencies and effectiveness is the exact type of consulting work our firm performs for cities and counties nationwide.

- **An experienced team who knows challenges and opportunities faced by local governments:** We are skilled professionals with direct experience in all facets of local government and utility operations. We work solely for local governments and utilities, and many of our team members were local government leaders in some of the best organizations across the country. Our team members understand what is required to deliver effective public services and know the right questions to ask. Raftelis is already familiar with the City from our prior performance improvement work there, so we can hit the ground running.

- **Personal service from senior-level consultants:** You appreciate it when deadlines are met, phone calls are returned, and your challenges are given in-depth, out-of-the-box thinking. While some firms may assign your business to junior-level people, we offer exceptional service from senior-level consultants, most with decades of hands-on operational experience to inform their consulting work.

We are proud of the resources that we can offer and welcome the opportunity to assist the City of Charleston with this engagement.

19 Garfield Place, Suite 500, Cincinnati, OH 45202

www.raftelis.com
If you have any questions, please do not hesitate to contact our Organizational Assessment Practice Lead using the following contact information. She is authorized to represent the firm.

Julia Novak, Executive Vice President
Phone: 513.221.0500 / Email: jnovak@raftelis.com

Sincerely,

[Signature]

Julia Novak  
*Executive Vice President*
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*Photo on cover courtesy of Davey Borden (Flickr)*
Firm Overview
1. Provide a description of your firm, including name, location(s), a brief history, size, and typical services provided.

Who We Are

RAFTELIS AND THE NOVAK CONSULTING GROUP, HELPING LOCAL GOVERNMENTS AND UTILITIES THRIVE

Local government and utility leaders partner with Raftelis to transform their organizations by enhancing performance, planning for the future, identifying top talent, improving their financial condition, and telling their story. We’ve helped more than 600 organizations in the last year alone. We provide trusted advice, and our experts include former municipal and utility leaders with decades of hands-on experience running successful organizations. People who lead local governments and utilities are innovators—constantly seeking ways to provide better service to the communities that rely on them. Raftelis provides management consulting expertise and insights that help bring about the change that our clients seek.

TNCG is Now Raftelis

The Novak Consulting Group and Raftelis have always shared a focus on delivering lasting solutions for local government agencies. In January 2020, TNCG joined Raftelis. Today, we provide our clients with wide-ranging capabilities and resources in financial, management, technology, and communications consulting for all areas of local government. Our clients now have the expertise of more than 130 of the country’s leading local government and utility consultants, who have decades of experience. We know that our combined capabilities and resources will provide added value to our clients, and we’re excited about what we can accomplish together.

VISIT RAFTELIS.COM TO LEARN MORE
Firm Information

Firm name: Raftelis Financial Consultants, Inc. (DBA Raftelis)

Firm Locations:
Charlotte Office (Headquarters)
227 W. Trade Street, Suite 1400
Charlotte, NC 28202
P: 704.373.1199

Albany Metro Office
40 British American Boulevard, 2nd Floor
Latham, NY 12110
P: 518.391.8944

Austin Office
3755 S. Capital of Texas Highway, Suite 290
Austin, TX 78704
P: 512.790.2108

Bellingham Office
21 Bellwether Way, Suite 410
Bellingham, WA 98225
P: 360.333.9336

Boston Metro Office
24 Superior Drive, Suite 107
Natick, MA 01760
P: 845.551.7531

Cincinnati Office
19 Garfield Place, Suite 500
Cincinnati, OH 45202
P: 513.221.0500

Denver Metro Office
5619 DTC Parkway, Suite 850
Greenwood Village, CO 80111
P: 303.305.1135

Greensboro Office
822 N. Elm Street, Suite 104
Greensboro, NC 27401
P: 336.209.1347

Kansas City Office
3013 Main Street
Kansas City, MO 64108
P: 816.285.9020

Los Angeles Office
445 S. Figueroa Street, Suite 1925
Los Angeles, CA 90071
P: 213.262.9300

Memphis Office
1331 Union Avenue, Suite 1150
Memphis, TN 38104
P: 919.260.5714

Murrieta Office
24640 Jefferson Avenue, Suite 207
Murrieta, CA 92562
P: 951.698.0145

Orlando Metro Office
341 N. Maitland Avenue, Suite 300
Maitland, FL 32751
P: 407.960.1806

Raleigh Metro Office
1001 Winstead Drive, Suite 355
Cary, NC 27513
P: 919.780.9151

Santa Barbara Office
1 N. Calle Cesar Chavez, Suite 102
Santa Barbara, CA 93103
P: 213.262.9309

Brief History: Raftelis is a subchapter S-Corporation incorporated in the state of North Carolina on April 23, 2004. The predecessor to Raftelis, Raftelis Environmental Consulting Group, Inc., was established on May 10, 1993 by George A. Raftelis to provide financial and management consulting services of the highest quality to public-sector
clients. In 1999, the firm's name was changed to Rafelis Financial Consulting, PA. Following the sale of a portion of the firm to a group of employees on April 22, 2004, the firm's name changed to Rafelis Financial Consultants, Inc., which remains the firm's legal name. We currently do business as Rafelis.

**Firm Size:** 162 employees

**Typical Services Provided:** Please see page 5 for details.

### 2. Describe how your firm prioritizes work and allocates resources with competing projects.

Rafelis employs several management strategies to heighten the effectiveness and efficiency of the services we provide to our clients. We place a high priority on being responsive to our clients and, as we determine scope and staffing for each project, we carefully consider our workload and the availability of resources to meet client needs and project schedules.

Each week, the Rafelis management team participates in a conference call to review the number of consulting hours required to meet the needs of our clients during the upcoming week. This weekly meeting allows our project managers to deploy our consulting staff in a flexible manner that ensures a suitable level of hours will be devoted to the City even during periods of accelerated deadlines and heavy work requirements.

Our project management conference calls provide Rafelis project managers with opportunities to effectively distribute work within a project. However, it is equally important that consulting hours spent on the project are tracked and compared to project budgets on a real-time basis. Rafelis uses project management software to monitor project progress, consulting hours, and budgets.

If selected for this project, we will conduct a comprehensive scoping meeting with City staff and our project team to discuss the work plan to ensure we are in agreement on how best to achieve Charleston's goals and objectives. This meeting will include a discussion of our proposed schedule and the City's timing requirements for meetings, milestones, and deliverables, so that our teams have a full understanding of what to expect on the project. Throughout the project, we will provide the City with frequent updates so that you are constantly aware of the status of the project and our progress towards meeting milestones and deadlines.

### 3. Indicate your firm's primary location, and detail how services will be provided, if not located within the Charleston area.

Our company headquarters is located at 227 W. Trade Street, Suite 1400, Charlotte, NC 28202.

Rafelis' consulting staff is strategically positioned in offices throughout the country to efficiently provide services for our clients. We will work with you, our client, to schedule convenient times for onsite work and reach out via email, telephone, or videoconferencing app in between. Minimizing travel time and costs is a benefit and allows us to work more quickly and efficiently. When you need us onsite, we will be there.

Our staff collaborates with team members in other offices on a daily basis, and our people are adept at virtually collaborating with these team members using tools like Teams and Zoom. We have found that this cross-pollination across geographies and practice areas allows for the sharing of ideas and perspectives from across the firm, which helps us to provide insightful analysis to our clients.
Typical Services Provided

FINANCE
Meet your goals while maintaining a financially sustainable organization
- Rate, charge, and fee studies
- Financial and capital planning
- Cost of service and cost allocation
- Customer assistance programs
- Affordability analysis
- Utility valuation
- Budget development
- Financial condition assessments
- Debt issuance support
- Economic feasibility and analysis

ORGANIZATION
Plan for long-term sustainability and operate with maximum efficiency
- Organizational and operational assessments
- Stormwater utility development and implementation support
- Performance measurement
- Staffing analysis
- Organizational climate and culture
- Asset management and operations
- Regional collaboration and service sharing
- Process Improvement

COMMUNICATION
Communicate strategically to build an informed, supportive community
- Strategic communication planning
- Public involvement and community outreach
- Public meeting facilitation
- Graphic design and marketing materials
- Media and spokesperson training
- Risk and crisis communication
- Social media strategy
- Visual facilitation
- Virtual engagement

TECHNOLOGY
Use your data and technology to improve experience and gain valuable insights
- Billing, permitting, and customer information audits
- Business process development
- Data management, analytics, and visualization
- Performance measurement and dashboarding
- Software solutions
- Website development
- Information technology assessments and strategic planning
- Customer management assessments and optimization
- CIS selection and implementation
- AMR/AMI feasibility studies
- Mobile workforce management
- Meter data management
- CMMS selection and implementation
- GIS optimization services
- Fleet management systems

STRATEGIC PLANNING
Set the direction for the future of your organization and community
- Organization, department, and community-based strategic planning
- Effective Board / Commission / Council governance
- Retreat planning and facilitation

EXECUTIVE RECRUITMENT
Identify top talent to lead local governments and utilities
4. Describe your firm’s qualifications as they pertain to this type of work. Specifically any experience related to services provided to municipal government operations. Highlight any experience with:

- Fire Prevention and Protection.
- Emergency Management Services.
- Urban Planning, Land Use, Development, Permitting, and Inspection Activities.
- Historic Preservation and Architectural Design Review.
- Public Nuisance and Substandard Housing Code Violations.
- Parks and Facilities Management.
- Traffic and Transportation Management.
- Garbage, Trash, and Waste Collection.
- Recreation and Access to Cultural Activities.
- Affordable Housing and Community Development.
- Economic Development.
- Board, Committee, and Agenda Management.
- Municipal Court Administration.
- Administrative Functions: Budgeting, Finance, Human

Experience and Qualifications

At Raftelis, we understand the intricacies and complexities of local governments, their departments, and community demands and interactions. Comprised of former city/county managers, budget directors, public works directors, and public safety chiefs, our team members have extensive experience and expertise in all facets of city and county governance and structure. Combining our expertise with past project experience and acquired assessment skills allows us to provide innovative, yet sound and implementable, solutions for helping Charleston to optimize operations.

Our Understanding of Need

The Process and Service Improvement Division of the City of Charleston is seeking consulting partners to provide a variety of management consulting services to assist the Division with its work in overseeing quality and process management initiatives and key customer service relationship management programs.

The City’s consulting partner will assist with continuous improvement initiatives, data analytics, and operations analyses, particularly in the subject areas identified by the Division. Because of our breadth of experience and professional qualifications, Raftelis is uniquely qualified to be the City’s partner for this engagement, as outlined in this proposal.
Charleston is part of a growing trend within local governments to focus on innovation and performance. Since the recession of 2008, local governments have become increasingly focused on value-based service delivery. Raffles has partnered with many local governments and even internal performance groups, including Denver’s PEAK Academy, Louisville’s Office of Performance and Innovation, Charleston’s Process and Service Improvement Division, Pittsburgh’s Office of Innovation and Performance, Austin’s Office of Management and Budget, and many others. In fact, Raffles was one of the initial sponsoring firms for e-Republic’s Summit on Government Performance and Innovation. We are proud to have recently unveiled the Raffles Performance Academy in Cincinnati, Ohio, one of the nation’s only training academies for local government leaders. The drivers for all public service providers to demonstrate value and efficiency have never been greater. We can help.

Our goal is always to help our local government clients solve their financial, management, technology, and communications challenges, allowing them to operate as high-performing, sustainable entities and, ultimately, making their communities better places to live, work, and play. Our focus is on providing solutions that work within the available resources and culture of the organizations we assist.

The most innovative solutions in the world are valueless if they cannot be implemented or will not be accepted by the community. We pride ourselves on our ability to listen, analyze, and work with our clients to find not just a random selection of best practices taken from a manual, but real solutions that can be implemented effectively. There is no value to a consulting study that, once completed, occupies shelf space never to be opened again. We are pleased that our prior engagements have resulted in corresponding actions by our clients to implement the recommendations that we have jointly developed.

In the following, we provide information on our approach to various components of the work. When contracted, we will assemble a specific team and project approach for each task order in order to best meet the City’s needs.

The approach described below is flexible, can be applied to each of the operating areas or departments under review, and will be performed by consultants with specific technical expertise in the appropriate subject area.

**THE CITY CAN REALIZE MANY BENEFITS THROUGH IMPLEMENTING THE SERVICES OUR TEAM PROVIDES.**

- Gained operational and organizational efficiencies
- Engaged, professional, and supported staff
- Strategic organizational direction
- Data-driven decision making and organizational transparency
- Proactive community engagement, public relations, and communication
We recognize that Charleston seeks a consulting partner with knowledge across a breadth of departments and fields, and we are confident that RafTelis has more experience in this regard than any of our competitors. RafTelis specializes in serving municipalities and utilities, and we have over 1,000 former village, town, special district, city, utility, and county clients nationwide. To demonstrate this, below is a sample list of past client engagements showing our expertise across a broad range of subject areas.

**DEPARTMENT REVIEWS**

**Pinellas County FL**

**Reference:** Joe Lauro CPPB/CPPO, Director, Department of Administrative Services  
P: 727.464.4710 / E: jlauro@pinellascounty.org

Since 2014, Pinellas County (County) has hired the firm to conduct several operational assessments and to assist with improving efficiency and effectiveness. RafTelis and our predecessor, TNCG, has worked on several projects to conduct process and financial analyses on various departments and divisions.

In 2021, the County engaged the firm to complete an organizational assessment of the County's Fleet Maintenance Division operations and practices. This assessment was informed by customer and staff interviews, and an analysis of extensive data provided by the County, as well as a review of industry best practices and peer organizations. In addition to a review of the Division's fleet operations, an implementation plan for a green fleet initiative was researched and developed. This plan outlines both short- and long-term investments the County can make to integrate alternative fuel vehicles into the County's fleet. In addition, a fuel site assessment was conducted and investments for an effective but cost-efficient fuel program are outlined in this report.

More than other internal services, fleet operations are often compared to private sector vendors that are also capable of delivering these services. This creates a unique operating environment and adds scrutiny to the work of the Fleet Management Division. While external vendors can provide basic fleet maintenance services, many organizations, like Pinellas County, choose to retain in-house fleet operations. We identified an opportunity for the Division to reassess its deployment of Mechanics and Technicians to reflect the needs of the County's fleet, provide appropriate training and resources to effectively maintain the diverse assets owned by the County, and improve recruitment and retention practices. Recommendations included an update to the fleet management software system and improved performance measurement tracking.

In 2020, Pinellas County Utilities (PCU) had engaged RafTelis for a review of Pinellas County Utilities (PCU) business processes, particularly as related to engineering, customer service, maintenance, and water quality. The work was designed to build upon lessons learned during a water policy manual update project that RafTelis completed for PCU. RafTelis engaged division staff and other relevant stakeholders in a series of topical workshops to inventory and document existing services related to key work processes, such as new service installation (from permit to activation), implausible meter reads, and the meter-to-cash process. We began by developing an agenda and materials to support a half-day work session, from which a preliminary service inventory was developed in order to identify current staffing levels, services, PCU's return on investment, clarify whether the provision of each service was mandated or discretionary, and identify the cost of providing each unit of service.

Subsequent workshops were held to validate the inventory and map critical business processes. RafTelis identified opportunities to optimize processes, which could include a reduction in the number of steps to complete a given task, opportunities to reduce the cost of an activity, or opportunities to adjust the level of service being provided and to determine appropriate staffing levels. RafTelis reviewed its recommendations with the PCU project manager and relevant staff, which implemented several recommendations to enhance operations.
In 2021, Pinellas County engaged Rafelis, to conduct a service level and staffing assessment of the Parks and Conservation Resources Department (PCRD). The goal of this assessment was to identify the current service level for park maintenance, customer service/enforcement, and operations; compare services with best practices guidelines; and define the staffing and resources required to meet service level goals. The project team applied a multi-faceted analytical process that included extensive employee engagement, best practices research, and workload and labor hour profile analysis. The project team completed management and staff interviews, focus groups, and site visits. A wide variety of data was analyzed to define, for each park and each park asset, the labor hours required to complete ongoing and recurring tasks and special projects. This was compared to the labor hours required to achieve existing service levels and account for employee leave and vacancies. Service levels were then compared against best practices guidelines from industry organizations, such as the NRPA, and benchmark organizations that operate in a similar climate, provide comparable services, and strive for best practices service levels in the area of park maintenance, customer service, and enforcement. The focus of this best practices research was to utilize service level goals, rather than population size or form of government, as the most important comparative factor. This approach enabled the project team to clearly define the staffing levels required to meet best practices service levels and to clarify the most effective approach for the staffing gap.

City of Austin TX

Reference: Kerri Lang, Budget Officer
P: 512.974.2510 / E: kerri.lang@austintexas.gov

In March 2020, the City of Austin engaged Rafelis to conduct a series of continuous improvement initiative studies in consultation with the City’s Office of Performance Management (OPM). The purpose of these studies was to identify specific strategies to improve the efficiency of municipal government operations and the value of government services delivered to the community. The project team and OPM developed a formal project work plan that identified the scope and key objectives for a review of six of the City’s departments – Fleet Mobility Services, Communications & Technology Management, Building Services, Human Resources, Financial Services, and Communications & Public Information. For each of these departments, our project team was tasked with reviewing the value streams within the department, including service to customer departments, and recommending enhancements to improve operations and cost-effectiveness.

Wake County NC

Reference: David Ellis, County Manager
P: 919.856.6160 / E: david.ellis@wakegov.com

Wake County retained TNGC, now Rafelis, to conduct an employee engagement assessment of the Human Services Department. The process included an extensive survey that yielded a nearly 90% response rate and a series of employee focus group sessions to delve deeper into engagement, satisfaction, and organizational culture issues. The process resulted in the identification of key drivers of employee engagement, unique to the Human Services Department. Specific action steps were then developed to improve engagement in each of these areas and incorporated into the Department’s new strategic plan. In 2019, we completed a reassessment to gauge progress since the initial survey.

Subsequently, the firm returned to conduct a cultural assessment of the EMS department. New leadership and questions about the work culture prompted the engagement. Detailed analysis of an employee survey with 91% return rate resulted in identification of a series of key focus areas and recommendations to improve the overall culture. In 2017 the firm
returned for a gender wage gap survey, and in 2019 we were hired to reassess the Human Services Department to gauge progress made toward implementation of prior recommendations.

**City of Bloomington IN**

Reference: Caroline Shaw, Director of Human Resources  
P: 812.349.3404 / E: shawcaro@bloomington.in.gov

Under the Leadership of Mayor John Hamilton, Bloomington began a systematic process of assessing each City department and engaged our project team to lead these efforts. To date, detailed assessments have been completed for the Finance/Controller, Public Works, Utilities, Transportation and Planning, Legal, Human Resources, Information Technology, Police and Fire Departments, Housing and Neighborhood Development, Economic and Sustainable Development, and Office of the Mayor Departments. In addition, a review of the City's various Boards and Commissions was conducted, including focus groups with chairs from the many boards and commissions to learn about their experiences with the City's application, onboarding, and service processes with regard to boards and commissions.

**City of Hutchinson KS**

Reference: Jeff Cantrell, City Manager  
P: 620.694.2611 / E: jeff.cantrell@hutchgov.com

The City of Hutchinson (City) retained Ralfelis in 2021 to conduct an assessment of its Public Works and Parks and Facilities Departments. The goal of the assessment was to examine each service area offered by the departments, identify opportunities for improved efficiency and effectiveness, and identify staffing needs. A total of 38 recommendations were developed designed to allow the City to have the capacity to meet the community's expectations and prioritize preventative maintenance of infrastructure and facilities. The assessment covered a wide array of services including street maintenance, stormwater and flood control, utilities, and fleet maintenance. In addition, the project team reviewed operations of specialized facilities owned by the City including a municipal airport, golf course, and zoo.

**City of Santa Barbara CA**

Reference: James Hamilton, Community Development Business Manager  
P: 805.564.5504 / E: jhamilton@santabarbaraca.gov

Santa Barbara, California, retained TNG, now Ralfelis, to conduct an assessment of its development review process, from concept and design review to construction permitting and inspections. Ultimately, 31 recommendations were developed with significant employee and stakeholder engagement designed to make the process both more efficient and predictable for applicants and easier to understand for concerned residents and members of the public.

**City of Wilmington NC**

Reference: Tony Caudle, City Manager  
P: 910.341.4658 / E: tony.caudle@wilmingtonnc.gov

Wilmington engaged TNG, now Ralfelis, to conduct a review of the City's development review process to identify efficiency and effectiveness opportunities. To inform the study, the firm conducted a survey of process users and employees. Detailed process maps of the existing method were developed and reviewed in a group session with all development review staff to engage them and solicit their ideas for improvement.
Additionally, the firm conducted an operational review of the City’s Human Resources Department to ensure HR resources were properly deployed to meet customer department needs in the organization.

**City of Cedar Rapids IA**

**Reference:** Sandi Fowler, Deputy City Manager  
P: 319.286.5077 / E: s.fowler@cedar-rapids.org

Cedar Rapids, Iowa, retained TNCG, now part of Raftelis, to conduct an Organizational Assessment of the City’s Nuisance Services program. This program represents a collaborative effort with support from the City’s Building Services Department and Solid Waste operations in the Utilities Department as well as the Secure and Friendly Environments in Cedar Rapids (SAFE-CR) program in the Police Department. The report reviewed the City’s resources and operations supporting nuisance services in order to assess the effectiveness of its service delivery models, staffing level, processes, and procedures. The project resulted in sixteen detailed recommendations covering policy and governance, structure, and operations, as well as application of technology. Over time, these recommendations will enhance the City’s ability to better understand the impact of nuisance services operations and how they advance the goals and initiatives outlined in the City’s strategic plan. They will also provide a structure that will allow the City to meet community service expectations and adapt to future circumstances more consistently and effectively.

**City of Pearland TX**

**Reference:** Clay Pearson, City Manager  
P: 281.652.1600 / E: cpearson@ci.pearland.tx.us

Pearland engaged TNCG, now Raftelis, to conduct an assessment of the City’s Community Development Department. Pearland is located in the Houston Metroplex and is one of the fastest-growing cities in the state. The assessment included a detailed staffing plan to address the City’s increase in development-related workload.

In 2020 the City re-engaged the firm to perform a review of its Utility Billing process and system. The combination of new billing software, significant staff turnover, and the lack of updated standard operating procedures for customer service representatives had caused billing errors and inconsistent service. Raftelis reviewed the meter-to-cash operation and provided recommendations to manage its complexity and provide customers with a high level of service.

**City of Fort Collins CO**

**Reference:** Kelly DiMartino, Interim City Manager  
P: 970.416.2028 / E: kdimartino@fcgov.com

In 2018, Fort Collins was named a Baldrige Award winner – one of three municipalities to ever achieve this designation from the United States Department of Commerce. TNCG, now Raftelis, served as a trusted advisor to former City Manager Darin Atteberry since the firm’s establishment in 2009. Our work has involved governance and goal setting sessions with the governing body, facilitating executive evaluations, conducting numerous management studies, resolving intergovernmental conflicts, assessing organizational culture, and establishing a culture of management to eliminate redundant meetings attended by the City Manager and Deputies. Recently, the firm also developed process maps for the City’s allocation of Federal funds and conducted a staffing analysis of the City’s social sustainability department.
We conducted a structural review of the budget and finance functions for the Utility Services and the General City Financial function. The team analyzed the functions and identified opportunities to reassign resources to increase the capacity of the General City Finance Department to provide services to Utility Services. In addition, members of our project team conducted an organizational structure analysis of the City while with a previous firm. They conducted best practice research and identified specific structural changes designed to enhance service delivery for the customers of Transportation Service, Community Planning and Environmental Services, and Utility Services. The primary purpose of this study was to create an improved organizational structure. Cost savings were achieved, also, by the elimination of a high-level (Service Area Director) position and associated support staff.

**Town of Westerly RI**

**Reference:** Derrik Kennedy, Town Manager  
P: 401.348.2530 / E: d kennedy@westerlyri.gov

The Town of Westerly and the Westerly Public Schools engaged TNCG, now Rafelis, to conduct an organizational assessment of the Consolidated Finance Department's financial operations, services, staffing, and activities to identify potential structural options that met both the spirit and legal intent of the recent changes to the Town’s Charter. The assessment provided a shared servicing model recommendation for Financial Operations that ensured that both entities would have their own Chief Financial Officer and that the School District would contract with the Town to provide purchasing, accounts payable, and payroll services. The assessment also identified process improvements intended to move the finance functions into a more strategic leadership role, enhance internal capacity to better deliver financial services to the organizations, and improve the efficiency and effectiveness of the departments.

**Guilford County NC**

**Reference:** Jason Jones, Deputy County Manager  
P: 336.641.3383 / E: jones6@guilfordcountync.gov

In late 2021, Guilford County engaged Rafelis for an organizational assessment of its Human Resources Department. The purpose of this assessment was to conduct an evaluation to improve effectiveness of operations, staffing, technology, processes, and policies to support the HR Department's transition to be proactive and innovative, and to meet current and future workforce demands. Our team interviewed Department staff, met with stakeholders and internal customers, reviewed a variety of data and information, researched industry best practices and compared the County’s HR operations with those in Durham, Forsyth, Mecklenburg, Orange, and Wake counties. Recommendations included staffing and structural changes, training and development improvements, and technology implementation.

**City of Corona, Department of Water and Power CA**

**Reference:** Katie Hockett, Assistant General Manager  
P: 951.279.3601 / E: katie.hockett@coronaca.gov

The City of Corona, Department of Water and Power (DWP) is wedged between Orange County to the east and more rural areas to the west. Traditionally, there has been an uneasy balance between customers wanting leaner service offerings at a lower cost and a similar-sized group of customers wanting more services at a moderate additional cost. Each group often compares costs and services to those of the surrounding communities. A recent rate increase after a seven-year pause was the catalyst to reignite the debate over service levels and costs. In response, the DWP hired Rafelis to perform a comprehensive audit of the services and the value customers receive, following processes compatible with a Municipal Services Review (MSR).
Rafelis reviewed all the major aspects of how the DWP operates from its organization and management through its business processes, relationships with other departments, and operations. Using Rafelis’ tested Engage-Assess-Compare-Enhance methodology, and following MSR principals, the DWP learned how it compared with similar entities using a series of benchmarks, as well as national utility data. Rafelis also looked beyond the numbers at business processes and practices to see how DWP aligned with industry best practices. Rafelis layered its analysis with Lean techniques to review the efficiency and effectiveness of practices, and an assessment of technologies such as the City’s ERP, Computerized Maintenance Management System (CMMS), and other major platforms. The results of the audit showed the DWP how much value it provides compared to other utilities and where it can provide more value. Rafelis identified changes in procurement practices, for example, to better utilize the already lean number of staff in the Department.

ORGANIZATION-WIDE REVIEWS

City of Charlottesville VA

Reference: Leslie Beauregard, Former Assistant City Manager
Current Assistant City Manager City of Staunton, Virginia
P: 540.332.3800 / E: beauregardlm@ci.staunton.va.us

Charlottesville engaged TNCG, now Rafelis, to conduct a City-wide efficiency study. The study included a detailed review of departments under the responsibility of the City Manager to identify best practices, as well as opportunities for improved efficiency in the organization. In addition to a wide range of employee interviews and focus groups, community forums were held to solicit input from residents.

The City subsequently engaged the firm to complete additional reviews of several key City functions, including Human Resources, Neighborhood and Development Services, Fire and Emergency Services Operations, and Fleet and Facilities. As part of this effort, the firm reviewed the utilization data on all the City’s fleet, made recommendations for right-sizing the fleet based on established protocols, and identified staffing and organizational improvements needed to enhance the level of fleet services.

City of Lawton OK

Reference: Michael Cleghorn, City Manager
P: 580.581.3301 / E: mcleghorn@lawtonok.gov

The City of Lawton retained the services of TNCG, now Rafelis, to conduct a City-wide organizational assessment. The City, home to Fort Sill Military Reservation, had embarked on major capital infrastructure investments and community redevelopment efforts, as well as significant internal technology enhancements. However, the organization was experiencing the initial fallout of the COVID-19 pandemic. This assessment was completed in 2020 and included a detailed review of all City departments including Human Resources, Finance, City Clerk, Municipal Court, Legal Services, Information Technology Services, Community Services, Parks and Recreation, Public Library, Police, Fire, Emergency Communications, Engineering, Public Works, and Public Utilities. The study identified both immediate cost-saving initiatives as well as longer-term organizational needs, specifically related to work planning, staffing, and organizational structure.
Town of Westborough MA

Reference: Kristi Williams, Town Manager
P: 508.366.3032 / E: kwilliams@town.westborough.ma.us

Westborough contracted with TNCG, now Raftelis, to facilitate a comprehensive strategic planning process for the Town. The process included extensive public outreach, focus groups, and online resident engagement which resulted in a comprehensive vision for the Westborough community and an articulation of the Town’s role in achieving that vision.

In 2020, the Town engaged the firm to conduct a Staffing Study for the entire Town organization. This assessment included a comprehensive review of consolidation opportunities of the Town’s numerous departments to ensure greater efficiency, as well as enhanced service to the community during a time of limited financial resources. Interviews were conducted with Town staff, and surveys were administered to the community and businesses to solicit input on service level expectations. The review included the Town Administration, Finance, Community Development, Health, Human Services, Information Technology, Library, Recreation, and Public Works Departments.

City of Carbondale IL

Reference: Gary Williams, City Manager
P: 618.457.3226 / E: gwilliams@ci.carbondale.il.us

The City engaged TNCG, now Raftelis, to complete an organizational and management review of all City departments. Due to diminishing state revenues and a decline in the student population at a major state university located in the City, Carbondale was facing economic uncertainty. The study covered the General Government, Administrative Services, Finance, Police, Fire, Public Works, and Development Services Departments, and helped to solidify the organization and build on its existing assets to meet these challenges. Detailed staffing and workload analyses were conducted for the police and fire departments. The review of the fire department staffing included an assessment of the City's reliance on volunteer firefighters and an assessment of the use of a fully paid-on-call department.

In 2020, the City again engaged Raftelis to perform a follow-up workload analysis for the Police Department patrol unit. Department Calls For Service and crime indicators from the FBI Universal Crime Reporting system were analyzed to calculate patrol service demands and evaluate deployment. The result illustrated the need to adjust staffing to meet consistent service demand through daytime hours and focus on qualitative as well as quantitative workload measures in making staffing decisions.

Town of Munster IN

Reference: Dustin Anderson, Town Manager
P: 219.836.6905 / E: danderson@munster.org

Munster engaged TNCG, now Raftelis, to conduct an organizational review of all Town departments. This review included the separately elected Clerk-Treasurer’s Office and the Town Council, Town Administration, as well as the Parks and Recreation, Community Development, Police, Fire, and Public Works Departments. The review also included a comprehensive assessment of the Town’s major financial funds to provide the Town Administrator with an independent analysis of the Town’s fiscal health.

Subsequently, the Town engaged the firm to review implementation of Public Works recommendations from the prior study and to help the Department establish a performance management system and work plan.
City of Cleveland Heights OH

Reference: Tanisha Briley, Former City Manager, City of Cleveland Heights
Current City Manager, City of Gaithersburg, MD
P: 301.258.6300 / E: tanisha.briley@gaithersburgmd.gov

Cleveland Heights engaged TNCG to complete an organization-wide review of all City departments, including dispatch functions. The review included an assessment of staffing levels, organizational structure, technology infrastructure, and best practices. The engagement included a City-wide employee survey to assess the organizational climate.

City of Raleigh NC

Reference: Tansy Hayward, Deputy City Manager
E: tansy.hayward@raleighnc.gov

Raleigh has engaged TNCG, now Rafelis, annually since 2014 for various services. The engagement began with the development of the City’s first strategic plan and has included annual retreats with the City Council and several subsequent sessions with City staff to update the City’s strategic plan. The firm also assisted the City in developing a performance management program specifically designed to track progress of each initiative in the City’s strategic plan and trained staff on the use of performance measures.
Continuous Improvement
1. Describe your firm’s experience with continuous improvement (exp. – Lean, Six Sigma). Include number of years doing this work, scope and size of projects, client sectors, and at a minimum one (1) example of process improvement for service delivery. Include in your example an overview of the project, methodology used, amount of resources used to accomplish, and metrics (financial or quality) that improved as a result.

Continuous improvement means developing a culture where operations are regularly reviewed and the organization seeks to embrace change. Raftelis has extensive experience working with local governments to implement change management and/or continuous improvement programs for local government and utility sector clients nationwide.

Our firm has provided consulting assistance in continuous improvement since inception. Our process is reflected in the figure to the right and consistent with the City’s objectives to:

- Develop a culture of continuous improvement throughout the City
- Train and develop executives, directors, and managers on process improvement techniques
- Increase internal consulting capacity
- Prioritize improvement initiatives to have the greatest impact
- Develop improvement plans

While we regularly apply these analytical tools in the performance of our work, we have also invested in training local government leaders to use them. Local governments and utilities need employees that have a wide array of leadership, analytic, and problem-solving competencies to address the issues and challenges associated with providing high-quality and equitable services that meet current and evolving community needs. Whether it be Denver’s PEAK Academy, Charleston’s BRIDGE Program, Pittsburgh Water and Sewer Authority’s Headwater Performance Management System, or the new Raftelis Training Academy designed exclusively for local government and utility leaders, we’ve successfully helped to establish programs to build a culture of continuous improvement.

We also offer the Raftelis Performance Academy to provide learning and development programs that help meet these needs. While training opportunities provided by the Raftelis Performance Academy can be offered at the City or virtually, we’ve found that many organizations are looking for an immersive program to send individuals or a whole team. Our state-of-the-art training center in Cincinnati provides flexible seating for 34 participants and break-out rooms for small-group work. Conveniently located for air and car travel, the facility also has lodging across the street.

Some of our customized training includes:
Transformative Leaders Cohort: Four-day, in-person hands-on workshop developed in partnership with Engaging Local Government Leaders (ELGL) and Spring Point Partners. This program will provide participants with training and experiential learning opportunities in the specific leadership content and concepts that are critical to innovation, inclusion, and transformative leadership.

Local Government Analyst Academy: One-day, in-person workshop developed in partnership with ELGL. This program will provide participants with the opportunity to develop their analytic skills and abilities, while providing development opportunities for the next generation of local government and utility leaders. Content will include budget, policy, process improvement, and communications concepts.

Introduction to Performance Improvement and Innovation: Partial-day workshop, offered online or in person. This training introduces participants to the concept of business process improvement and creating awareness of and interest in the PI Academy.

Performance Improvement and Innovation (PI) Academy: Four-day, hands-on workshop, offered in person at the Rafelis Performance Academy, on-site at a client’s facilities, or at a regionally convenient location for clients from multiple entities to attend without investing in overnight travel. The training provides participants with the knowledge and skills needed to become process improvement and innovation leaders in their organizations. In addition to the in-class content, Rafelis trainers provide coaching support to participants as they complete and document their first process improvement project in their organization.

Creating a Culture of Innovation: One-day workshop, offered in person or on-line over two consecutive half-days. This workshop equips participants with the knowledge and skills necessary to embed innovation in their workplace’s culture.

Empowered Women’s Leadership: One-day workshop, offered in person or on-line. This workshop supports the development of women leaders through investigation of strategies to address bias in the workplace, authentic leadership and self-advocacy, imposter syndrome, and high-value networking and mentoring.

Sample Project: Metro Wastewater Reclamation District Continuous Improvement Program

In December 2021, Rafelis kicked-off a project with Denver Metro Wastewater Reclamation (Metro) to provide recommendations on implementing a continuous improvement practice program internally. The project arose from the 2016 strategic planning goal to establish a “culture of innovation” that later evolved into an objective to “Develop a culture of continuous improvement.” This objective was meant to not only support efforts across Metro, but to also provide a structured approach to allow staff to take on improvement efforts themselves.

Rafelis worked with Metro staff to review strategies and tools to identify bottlenecks and root causes and help design processes that optimally utilize staff time and Metro resources. Rafelis met with Metro managers to learn about the as-is conditions of change readiness and review change management frameworks for use, including John Kotter’s Leading Change and Prosci’s ADKAR Change Management Framework. We met with staff focus groups to assess what has worked or not with prior process improvement and change initiatives. As part of the focus groups, we presented “Continuous Process Improvement/ Change Management 1010” to support/ enhance internal messaging on the reasons for building a culture of continuous change and to elevate awareness throughout Metro staff.

We are currently in process of developing recommendations to Metro on findings, issues, and observations, providing a best practices comparison and recommendations to enhance Metro’s efforts with regard to continuous improvement efforts. We are developing a guiding framework on how best to design and deploy this change initiative to address
staffing, processes, tools, and training while also understanding the level of change management required to achieve desired outcomes. The cost of this project is $94,600.

2. Describe your firm’s approach or methodology for achieving employee buy-in and change management in a public sector organization.

Rafielis believes that continuous improvement is most successful when employees are engaged in the process of problem solving and solution identification. We have had repeated success using the following approach to accurately analyze, diagnose, define, and implement enhancements to a large variety of local government processes.

Rafielis understands that simply knowing what great looks like and finding gaps in current approaches is not enough. Many organizations know what they need to do to improve, but simply can’t make it happen. Often, the culture is not in place for continuous improvement or employees haven’t been exposed to the tools that help enable and empower them to improve. Our team has nationally accredited training and hands-on experience in local governments with implementing change. We know how to capitalize on the potential of training and empowering employees to create positive change. We can help foster a culture of continuous improvement and build an internal infrastructure to ensure it lasts over time. As we assess the current ways business is done and how leaders function in the organization, we will collaborate with client project sponsors and executive staff to start the change process. This is baked into our process.

One size does not fit all, however, and our ability to deliver a customized solution is key. No two situations are the same and the combined experience of Rafielis provides our clients with access to resources that can quickly assess the current (as-is) conditions to determine the needs, work with leadership to develop a customized program, and provide appropriate implementation assistance in terms of training, communications, administration, and organizational development capabilities to help the overall program launch and grow.

3. Describe how you would approach the following situation, including expected deliverables, tools used, charters, and other supporting documentation with your answer. Also, provide an estimated budget for this scenario, including a list of personnel, allocation of personnel by task, and an estimated number of hours for the task.

The City of Charleston’s Environmental Services Division is responsible for the collection of garbage (household waste) and trash (yard waste and bulk items/white goods) within the city’s jurisdiction. The division’s primary goal is to maintain a clean, safe and healthy environment for residents and visitors of the City. City crews collect garbage and trash on the Peninsula, Inner West Ashley and James Island. The City contracts with two vendors to provide garbage and trash collection services to Daniel Island/Cainhoy and Outer West Ashley/Johns Island

Recently, the City has experienced an increase in missed garbage and trash collections from City Crews. In some cases, garbage and trash are not collected due to improper placement by citizens or obstructions that block the crews' ability to collect the items. In other cases, the City has experienced staff shortages that lead to the inability to complete routes in a timely manner. Both scenarios prove to be problematic for the City
since staff have to return to the site to retrieve the missed collections leading to inefficient and ineffective operations.

How would you evaluate and then make recommendations to improve the missed garbage and trash collection process?

A sample scope of work developed for this scenario is as follows. A price estimate has been included in the separate Price Proposal.

**Activity 1 – Understand the Context**

We will begin this engagement by meeting with the City's Director of Process and Service Improvement in order to review the details and expectations of this effort and to finalize the project schedule. We will also discuss the City’s interest in this study, the strengths and weaknesses of the current garbage and trash collection processes, organizational structure, and other issues that may be relevant to our work.

To fully understand the Garbage and Trash Collection Division’s current staffing and service provision in the Environmental Services Department, our project team will visit the City. Our team will individually and confidentially interview key staff across garbage and trash collection work units. During these interviews we will ask about their responsibilities, staffing, resources, use of technology, business processes, and their perceptions on factors contributing to the issue of missed collections.

Raftelis will also meet with key stakeholders and customers of the Division, including department directors and key City staff members who interact frequently with the unit. This may include other City staff such as Finance/Procurement or Human Resources. These interviews will provide insight on department relationships and interactions, with a particular emphasis on work processes that flow across division and department boundaries.

We will then schedule and conduct up to three focus group sessions with a cross-section of garbage and trash collection staff to learn more about their perspectives on opportunities for improving the missed collection process and to validate what we’ve learned.

Finally, to fully understand the operating context, our team will tour facilities to assess physical conditions, and maintenance needs, and understand operational requirements and physical workspaces. At the conclusion of this activity, we will summarize everything learned.

**Activity 2 – Assess Economy and Efficiency**

To assess the current state of Division operations relating to collections, the project team will employ a variety of review and analysis techniques to develop and refine organizational and operational data in order to provide recommendations that will improve the Division’s operational performance with regard to missed collections.

Our team will review and analyze existing policies, including those related specifically to missed collection such as staffing schedules and practices, and we will review and analyze the Division’s use of resources and operating procedures. The project team will assess the Department’s budgetary constraints and funding sources. We will identify budget constraints which negatively impact operations and effectiveness of the Division. We will also assess operational policies and procedures, including relevant standard operating procedures (SOPs), labor agreements, and Division regulations that impact the efficient operations of the organization and delivery of program services.
Raftelis will perform a review of industry best practices against which to compare the City's operations. Using American Public Works Association (APWA) and other industry benchmarks, we will compare and contrast management practices, structures, staffing, and services in the Garbage and Trash Collection Division with the best practices of other successful organizations. We will identify best practices and determine where gaps may exist in the City's current delivery of services. We will develop recommendations for closing those gaps and improving efficiency, based on available resources.

Our team will begin the development of preliminary recommendations for the Division.

**Activity 3 – Examine Program Structure**

Next, our project team will evaluate the organization and structure of the Division to assess its impacts on collections and operations. We will conduct the assessment from the following aspects of organizational design:

- The number of organizational levels and reporting procedures and the impacts on the size and composition of the organization's command structure
- Alignment of leadership, management, and supervision
- The relative importance of specific operations in regard to organizational placement
- Adequacy of communication and coordination between and among operating units
- Spans of control and management supervision
- Overlapping or duplicated functions
- Clear lines of authority and responsibility
- Sufficiency of supervisory ratios
- Distinct work units to carry out important functions
- Use of performance metrics and accountability
- Supervisory practices and governance
- Hiring and staffing practices and procedures
- Succession planning and career development policies and procedures

Our team will review customer service standards and training in the Department. We will assess whether workload permits staff the time and flexibility to provide superior customer service, both in terms of customer care but also responsiveness to requests.

We will review all regulatory requirements that govern the Division's collections operations and assess whether compliance is achieved, where it can be improved, and what operational elements are negatively impacting its achievement.

Our team will identify any existing performance measures, performance against them, and data availability for other measures that we will develop and recommend for implementation.

At this point in the project, Raftelis will have conducted interviews, focus groups, observations, and related data collection in order to identify potential improvement opportunities for the Division. We will prepare and present to the City our preliminary observations and recommendations. Based upon City feedback, we will perform any necessary follow-up and finalize recommendations.

**Activity 4 – Prepare Performance Audit Report**

Once recommendations are finalized, we will prepare a comprehensive draft report. The report will include an executive summary that includes recommendations, costs, cost savings, and phasing of implementation; detailed description of our methodology and approach; and the full analysis and justification of findings and recommendations for the City. Our reports are comprehensive and clearly tell the story of what was observed, why it should be improved, and how it can be improved. The draft report will be provided to the City for review and discussion. Based upon feedback from the City, we will prepare and present the final report.
Data Analytics
1. Describe your firm's experience with providing analytics services (e.g., big data analysis, predictive analytics, machine learning, metrics visioning, etc.) Include years doing this work, scope and size of projects, client sectors, and at least one example. Include in your example an overview of the project, approach used, amount of resources used to accomplish, and metrics (financial or quality) that improved as a result.

Raftelis has provided data analytics and metrics work to clients since its inception in 1993. With a history in rate-setting for the utility industry, we began our work by analyzing arrays of both production and financial data from utilities and performing financial analyses in order to develop justifiable and sound rates. Our methodology and accuracy have been tested over time, and our measured, analytical approach continues into all facets of our work.

Public organizations used to be the silent servants, providing effective and vital services while keeping a low profile. Today, things are different. Stakeholders want to hear what you're doing and how you're doing it. They want to see they're getting good value for their money and that you're providing the services that they want. Our team can help provide the tools to measure progress, showcase Charleston’s accomplishments, and highlight opportunities to achieve even greater success.

THE PERFORMANCE ASSESSMENT AND IMPROVEMENT MODEL AND THE ROLE OF BENCHMARKING

Raftelis believes that sustaining a culture of improvement requires the development and implementation of performance management systems. Our team has substantial experience in developing performance management systems so that local governments can effectively analyze data, evaluate quality of data, and generate meaningful reports to track progress over time. We have helped our clients create benchmarks that establish a baseline for performance and objectives for the future. This ensures that measurable objectives are developed to ensure lasting improvements are realized.

Raftelis has provided visualizations of performance and financial data time series to show trends over time that could assist with future projections or forecasting. Visualizations help local governments reach a broader audience and can facilitate the communication of complex information in a concise medium. Citizens, stakeholders, and governing bodies all have an increasing thirst for immediate access to data, and, to this end, Raftelis has developed a suite of online dashboards to assist our clients and satisfy stakeholder expectations of timeliness and transparency. Our team can work to automate the data integration so that these dashboards are updated easily and quickly. Our experience to support the data
analytics needs span both data management and analysis tools as well as performance data (metrics) measurement, tracking, and dashboarding.

**Key Performance Indicators Identification and Development**

Effective and impactful enterprise performance management requires the successful alignment of performance measures with critical services and strategic objectives of the organization. Our approach to developing a set of key performance indicators (KPIs) to align with the organization's strategic objectives focuses on collaborating with staff and management to develop performance measures reflective of the City's mission and values. We design the operational metrics in a way that allows for comparison to peer organizations to provide a gauge on the organization's performance.

Our team starts with an evaluation of the current performance data and operating statistics and reviews how these data compare to similar organizations. We also review the current metrics and measures used to evaluate collection methods and performance data. Lastly, we check the current metrics for appropriateness as compared to those used in the industry.

Our team uses workshops to engage cross-functional teams to discuss and consider organizational objectives and strategies. These workshops allow the team to develop a set of KPIs that can be monitored to gauge performance and that are applicable to the vision, mission, and goals of the City. Our experience has shown that it is vitally important to ensure buy-in of management, staff, and key stakeholders during the development and final selection of the KPIs.

**Industry Benchmarking**

We will compare the practices, policies, structures, and workflows of Charleston against appropriate industry best practices, which will allow us to identify and address gaps between the current and future state and generate a prioritized list of opportunities to improve organizational efficiency and effectiveness. We will document the associated benefits and required level of effort to implement recommendations and perform a gap analysis to identify areas needing additional controls.

We collect available information to quantify performance and translate it into common performance measures. Using a combination of national industry performance data and our database of operations information, our team will assess the performance of City operations and organizations and determine current performance levels.

**Sample Project: Fairfax County Water Customer Service Operational Assessment**

In July 2021, the Fairfax County Water Authority (Fairfax Water) engaged Raftelis to conduct an Operational Assessment of Fairfax Water’s Customer Service Department. The purpose of the assessment was to evaluate the Department's operations, structure, staffing levels, and workflows based on best practices, metrics, and operations in other similar utilities in order to identify opportunities for improvement and maximize the efficiency and effectiveness of customer service functions.

The project included more than 20 interviews and focus groups with approximately 40 staff involved in Customer Service operations. The team also reviewed data and documents regarding the Department’s structure, staffing, operations, equipment, technology, and procedures. The project team also conducted an online survey of Fairfax Water customers and stakeholders, in both Spanish and English, which received over 5,000 responses. Additionally, the project team conducted two customer focus groups with Fairfax Water customers. The project team conducted an in-depth analysis of Fairfax Water Customer Service business processes and analyzed the service hours and operations of 14 benchmark utilities to understand how Fairfax Water’s customer service operation compares to its peers. This information was used in the analysis to identify best practices, and to compare staffing levels and structures of municipal functions. The benchmarking metrics were selected from the American Water Works Association’s (AWWA) list of established utility customer service benchmarks contained in *AWWA Utility Benchmarking: Performance Management for Water and Wastewater.*
Our analysis showed that Fairfax Water had less Customer Service staff than other providers, limited supervisory capacity, and limited time for process improvement or quality assurance activities. Another key opportunity was to better integrate existing technology resources in order to eliminate inefficient workarounds and manual work, and to use data to prioritize work orders based on urgency.

By addressing these key issues, Fairfax Water is beginning to improve the Customer Service Department, which provides the interpersonal connection and professional presentation to the community, reflecting upon the entire utility. The project cost was $186,465.

2. Describe how you would approach the following situation, including expected deliverables, tools used, charters, and other supporting documentation with your answer. Also, provide an estimated budget for this scenario, including a list of personnel, allocation of personnel by task and an estimated number of hours for the task.

The City of Charleston wants to conduct a Workforce Assessment. The purpose of the assessment is to evaluate our organizational culture, create a workforce profile and identify improvement opportunities within key core processes, including but not limited to employee recruitment and hiring, onboarding, staff development and retention efforts. The City conducted similar surveys in 2018 and 2020 so baseline data is available.

Please describe in detail your approach to conducting, analyzing and communicating the results from a Workforce Assessment.

A sample scope of work developed for this scenario is as follows. A price estimate has been included in the separate Price Proposal.

**Activity 1 – Begin and Manage Engagement**

We will begin this engagement by meeting with the City’s Director of Process and Service Improvement in order to review the details and expectations of this effort and to finalize the project schedule. After reviewing the City’s 2018 and 2020 prior survey tools, we would meet with the City’s project team to review and determine any changes necessary for the 2022 update. The survey would include open-ended questions for staff to share, as well as cover key core processes related to the workplace culture, including recruitment and hiring, onboarding of new staff, development and training, and retention efforts. Based upon this discussion, we would finalize a 2022 survey instrument for approval by the City’s project team.

**Activity 2 – Administer Survey**

Using the approved survey instrument, Raffelis would begin administration by moving the survey instrument to an online survey portal such as SurveyMonkey™ or ZoHo™. We would provide all City staff with email links and/or QR codes which can be used to take the confidential survey. Survey responses would only be accessible by Raffelis and respondents would remain anonymous throughout the survey process.
For employees without ready computer access or ability, Raftelis will provide physical survey copies to complete, a method to submit them anonymously, and data entry of responses to ensure that every staff member will have the ability to participate.

Raftelis will monitor survey responses and assist the City with ongoing communication and outreach to staff in order to maximize response rates and ensure City-wide participation, targeting any specific work units with lower levels of participation.

**Activity 3 – Analyze Results**

Once the survey is closed, Raftelis will analyze results by identifying key drivers and conducting analysis, comparing 2022 responses to those in 2020 and 2018, and assessing changes and trends. Results will be analyzed in several ways: across the organization; by department; and by various demographic factors.

Our project team will draft the final workplace assessment report, including the results of our analysis and findings in several major sections. The first section would include an organization-wide overview of survey results and includes analysis using a statistical technique known as Key Drive Analysis. This is designed to identify the key areas in which improvement will yield the greatest impact on employee morale. Survey results are also presented by department in the second section, and the final section will describe responses based upon demographic differences such as years with the City, age, or race.
Activity 4 – Review Results with the City

Raftelis will meet with the Mayor, Community Information Officer, and Director of Process and Service Improvement to review the workforce assessment report and results. Following this conversation, we will meet with the Department Directors to review the results and answer any questions.

Based upon these conversations, Raftelis will identify any appropriate follow-up initiatives to continue to improve the City's workplace culture and desirability as a place to work.

Sample showing a portion of results of a workforce assessment survey developed and administered for a client

<table>
<thead>
<tr>
<th>Statement</th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>My work unit tries to build effective relationships with customers.</td>
<td>39%</td>
<td>55%</td>
<td>5%</td>
<td>1%</td>
</tr>
<tr>
<td>My work unit responds quickly to customer needs.</td>
<td>39%</td>
<td>54%</td>
<td>5%</td>
<td>1%</td>
</tr>
<tr>
<td>My work unit deals with customers in a friendly and respectful manner.</td>
<td>42%</td>
<td>53%</td>
<td>4%</td>
<td>1%</td>
</tr>
<tr>
<td>My work unit is able to interact with customers in their preferred language.</td>
<td>33%</td>
<td>57%</td>
<td>9%</td>
<td>1%</td>
</tr>
<tr>
<td>I make personal sacrifices to satisfy the customer's needs.</td>
<td>38%</td>
<td>49%</td>
<td>11%</td>
<td>1%</td>
</tr>
<tr>
<td>I feel free to take independent action to meet the customer's needs.</td>
<td>33%</td>
<td>55%</td>
<td>11%</td>
<td>1%</td>
</tr>
<tr>
<td>Customer service is a high priority in my work unit.</td>
<td>52%</td>
<td>44%</td>
<td>4%</td>
<td>1%</td>
</tr>
<tr>
<td>My direct supervisor communicates the importance of customer service.</td>
<td>46%</td>
<td>47%</td>
<td>6%</td>
<td>2%</td>
</tr>
<tr>
<td>Customer service is a priority of my department.</td>
<td>48%</td>
<td>46%</td>
<td>5%</td>
<td>1%</td>
</tr>
<tr>
<td>Overall</td>
<td>41%</td>
<td>51%</td>
<td>7%</td>
<td>1%</td>
</tr>
</tbody>
</table>
Operations Analysis
1. Describe your firm’s experience with performing operations analysis (exp. – rightsizing, workload, cost benefit analyses). Include years doing this work, scope and size of projects, client sectors, and at least one example. Include in your example an overview of the project, approach used, amount of resources used to accomplish, and metrics (financial or quality) that improved as a result.

RafTelis staff have performed operations and workload staffing analyses since 2009 as part of The Novak Consulting Group, which merged with RafTelis in 2020. TNCG earned a national reputation for assisting agencies nationwide with high-quality, thorough, and implementable analyses and recommendations to improve their operations.

Organizational and operational assessments, analyses, and consultation provides the City with an objective perspective and evaluation of not only the processes and procedures that are working well, but also the areas that may be improved to gain greater efficiencies. Our team of former municipal managers, operations professionals, and subject matter experts engage with organizations to learn about what makes them different, their culture and people, and their performance-limiting factors. Our team examines productivity measures, such as those associated with meeting service levels or efficiencies, to determine if money is being spent efficiently. We will learn a lot about Charleston through analysis and assessment, and so will you. We will leverage opportunities and strengths to enhance overall organizational performance.

**Our “Six R” Guiding Methodology – Meeting The Scope**

RafTelis utilizes a comprehensive strategy that includes both a qualitative and quantitative review of your organizational structure, staffing resources, operational performance, and customer experience. Guided by the Six Rs, we review each organization’s Responsibilities, Resources, Requirements, and Results. Then we provide you with Recommendations for improvement and a Roadmap to get there. This approach is depicted in the graphic below.

![Six R Methodology Diagram](image-url)
Operational assessments involve ensuring the organization is best staffed and structured to provide high quality, effective, and efficient services to the community. Six R assessments begin by defining which department, product, program, or service is being assessed. Once defined, the project team begins assessment activities by considering several factors.

**Responsibilities** – What drives the need for your services? It might be the organization’s vision or mission, federal, state, or local ordinance, or community service standards or expectations. We review these drivers to better understand service level constraints and opportunities for change.

**Resources** – What assets are available to achieve your responsibilities? These may include time, human resources, staffing, management capacity, financial position, contractual services, technology, and equipment and facilities. We assess the adequacy of these resources based on the service level expectations.

**Requirements** – What direction is provided to staff? The method by which staff approach service delivery is often guided by laws, codes, policies and procedures, or informal mechanisms like past practices or on-the-job training. These sources provide staff with direction on how they approach tasks and complete their work. We review these business processes to determine opportunities for improvement.

**Results** – What are the outcomes of your services? Our approach connects your responsibilities, resources, and requirements with the outcomes expected of your services. We assess measures of efficiency and effectiveness to assist in data-driven decision-making.

**Recommendations** – Are there opportunities for improvement? Based on our qualitative and quantitative analysis of your programs and services, we develop recommendations for improving organizational performance. These changes can range from high-level considerations (i.e., should we be in this business) to strategic issues (i.e., should we consider alternative service sources) to tactical issues (i.e., how can we improve the productivity, efficiency, and effectiveness of the activity or service).

**Roadmap** – How do we get there? We develop a plan that will guide the organization through the implementation of the recommendations for improvement. The Roadmap offers the recommended priority order of implementation, suggestions for phasing, and key milestones for success. The Roadmap also serves as a valuable tool for the organization as well as the community to promote accountability and communicate progress toward implementation.

Our success in conducting “Six R” based assessments is directly related to the fact that we have worked with hundreds of local governments on performance assessments in addition to having extensive experience with performance improvement frameworks, such as Lean and Six Sigma, as well as certifications in change management methodologies. Depending on the specific area being assessed, our “Six R” framework gets deployed through a series of work activities that generally follow an engage, assess, compare, and enhance workflow.

Our practical and implementable recommendations are based upon priority, cost benefit, and ease of implementation. Methods for implementation will be suggested with consideration for change management practices and operating environment limitations (staffing, budgets, service levels, etc.). Based on a review of existing and future anticipated workloads, we will make recommendations regarding items such as the following:

- Improvements to workflow and overall operations
- Short-term and long-term strategies
- Communication, including interdepartmental as well as external
- Use of technology
- Response times/cycle times
- Policy and procedural improvements
- Organizational and management structure and staffing
- Application of best practices
- Use of performance measures

Our recommendations will include details surrounding the depth and breadth of continuing change necessary to support improved performance as indicated by results and performance reporting.

**Sample Project: City of Bloomington, Indiana – Police and Fire Assessments**

In 2018, the City of Bloomington (City) began a systematic process of assessing each City department, under the leadership with Mayor John Hamilton. The City engaged Raftelis to lead these efforts. To date, detailed assessments have been completed for the following departments:

- Police Department
- Fire Department
- Finance/Controller
- Public Works
- Utilities
- Transportation and Planning
- Legal
- Human Resources
- Information Technology
- Housing and Neighborhood Development Department
- Economic and Sustainable Development Department
- Office of the Mayor
- The City’s various Boards and Commissions

In January 2020, Raftelis began an operational assessment of the City’s Fire and Police Departments. The purpose of these assessments was to evaluate the departments’ staffing, structure, and operations, and to identify opportunities to enhance efficiency and effectiveness.

For the Fire Department assessment, Raftelis interviewed command staff, captains, chauffeurs, and firefighters from each shift through a series of interviews and focus groups, as well as inspection officers, shift training officers, union representatives, and battalion chiefs. Our team toured each of the Department’s five fire stations, reviewed data and performance indicators, and analyzed practices and operations. The information gathered during this process, along with relevant best practices provided by the National Fire Protection Association (NFPA), International Association of Fire Chiefs (IAFC), and International Association of Fire Fighters (IAFF), was used to inform and develop 19 recommendations including the need for a Department strategic plan, potential for accreditation as a development and recruitment tool, internal communications strategy, conducting a station location assessment, creating a false alarm/unwanted alarm reduction program, and more. The cost of this assessment was $48,000.

For the Police Department assessment, Raftelis conducted extensive field work, policy review, workload, and performance metric analysis, interviewing over 38 Department staff members individually or in focus groups. A service matrix outlining core Department functions and services was prepared by evaluating budget information, workload measures, detailed analysis of Dispatched Calls For Service (DCFS) for a three-year period, investigative caseload data, and support service workload information. Findings included the need to develop a proactive approach to patrol and adjust staffing to provide that capacity, increasing the use of technology for forensic investigations, consideration of eliminating 24/7 Records Unit shift coverage, enhancing availability of IT staff support to the Department, and recommended improvements to the recruitment and retention program. The cost of this assessment was $52,800.
OPERATIONS ANALYSIS SCENARIO

2. Describe how you would approach the following situation, included expected deliverables, tools used, charters, and other supporting documentation with your answer.

The City wants to conduct a Customer Relationship Management (CRM), Call Center and Work Order Management Process Assessment. In 2018, the City moved to a centralized call center model to act as the primary customer contact point for obtaining general information, initiating service requests and directing calls to other departments and agencies for resolution. The intent was to improve customer service levels, have consistent tracking and follow-up of citizen requests and decrease the workloads of city staff by reducing the number of calls they receive on a daily basis.

The City wants to evaluate call center operations and identify opportunities for enhanced efficiencies and effectiveness. The assessment should include:

- Evaluating call center staffing levels and determining if they are adequate based on workload.
- Creating an inventory of current request management methods utilized by the call center.
- Identifying industry best practices.
- Measuring customer satisfaction levels from the initiation of the request to the closeout of the work order.

Please describe in detail your approach to conducting a Customer Relationship Management, Call Center and Work Order Management and Process Assessment.

A sample scope of work developed for this scenario is as follows. A price estimate has been included in the separate Price Proposal.

Activity 1 – Evaluate Call Center Operations

We will begin this engagement by meeting with the City’s Director of Process and Service Improvement in order to review the details and expectations of this effort and to finalize the project schedule. We will also discuss the City’s interest in this study, the strengths and weaknesses of the current Call Center operations and processes, organizational structure, and other issues that may be relevant to our work. We will request documents and data for analysis.

Our team will individually interview each Call Center staff member to review operations, including work processes, workload and workload drivers, after hours procedures, policies and procedures, use of technology, and more. We will learn staff’s perspectives on strengths and weaknesses of the current systems and factors that impede service delivery.

We will summarize everything learned.
Activity 2 – Assess Operations

With information gained from our interviews, Raftelis will review the Call Center’s staffing levels and structure. We will assess workload and capacity to achieve desired performance goals. We will inventory all methods by which work orders and requests are submitted and the volume for each method.

Next, our team will compare and contrast Charleston Call Center operations with best practices in the industry. Our team will review and analyze existing policies, staffing schedules and practices, and the Call Center’s operating procedures. The project team will assess the Call Center’s budgetary constraints and funding sources. We will identify budget constraints which negatively impact operations and effectiveness of the Center. We will also assess operational policies and procedures, including relevant standard operating procedures (SOPs), labor agreements, and regulations that impact the efficient operations of the organization and delivery of program services.

Raftelis will perform a review of industry best practices against which to compare the City’s operations. Using industry benchmarks, we will compare and contrast management practices, structures, staffing, and services in the Call Center with the best practices of other successful organizations. We will identify best practices and determine where gaps may exist in the City’s current delivery of services. We will develop recommendations for closing those gaps and improving efficiency, based on available resources. Finally, we will summarize everything learned for internal reference.

Activity 3 – Assess Customer Satisfaction

With assistance from the City, we will identify a sample of Call Center customers and stakeholders who can provide valuable insight on the customer/user perspective. Raftelis will prepare an online survey for advance review and approval by the City. The survey will cover a variety of customer service metrics including timeliness, professionalism, ability to resolve the issue, and more.

Once the survey instrument is approved, Raftelis will administer it through an online survey hosting service such as SurveyMonkey™ or ZoHo™. We would provide participants with email links and/or QR codes which can be used to take the confidential survey. Survey responses would only be accessible by Raftelis and respondents would remain anonymous throughout the survey process.

Raftelis will monitor survey responses and assist the City with ongoing communication and outreach in order to maximize response rates and ensure sufficient participation. We will send reminder communications as necessary. Once the survey is closed, results will be analyzed and sorted across a variety of criteria including demographic factors in order to ascertain customer/user experience with the Call Center and pinpoint areas of strengths and areas of potential improvement.

We will share and discuss survey results with the City’s project team.
Activity 4 – Prepare Recommendations

At this point in time, Raftelis will have conducted staff interviews, data and document analysis, and customer surveying. Our project team will begin to draft preliminary observations and recommendations. We will review and discuss these with the City’s project team to test the implementability of recommendations in the City’s context and ensure factual validity. Based upon these discussions, our team will conduct additional follow-up and analysis as necessary.

Once recommendations are finalized, we will prepare a comprehensive draft report. The report will include an executive summary that includes recommendations, costs, cost savings, and phasing of implementation; detailed description of our methodology and approach; and the full analysis and justification of findings and recommendations for the City. Our reports are comprehensive and clearly tell the story of what was observed, why it should be improved, and how it can be improved.

The draft report will be provided to the City for review and discussion. Based upon feedback from the City, we will prepare and present the final report. The final report will include an implementation plan, the “Roadmap” introduced previously, to provide additional detail on recommendations and to support implementation efforts by the City.
APPENDIX A: ADDITIONAL INFORMATION

APPENDIX A:
Additional Information
Staffing

OUR TEAM OF CONSULTANTS BRINGS THE BREADTH OF EXPERIENCE TO ADDRESS THE CITY’S NEEDS.

Our consulting team includes senior-level and supporting consultants with direct local government experience across a broad range of categories. Our staff have expertise in many areas and across virtually all City and County departments and operations. Resumes for each member are on following pages. All employees are Rafelis employees; no subcontractors are proposed. The exact project team assembled for the review of each subject area and/or department(s) will vary to ensure the most skilled consultants are assigned for each. Bios for each team member who may be called upon for this work have been provided below.

STAFF AVAILABILITY

With the depth of over 130 consulting professionals, and specifically the current and anticipated workload of the individuals assigned to this project, we have the availability to provide the requested services in a timely and efficient manner to meet the scheduling requirements and objectives of Charleston. As a rule, Rafelis operates at a company-wide project utilization of approximately 65% to 75%. This level of utilization, which we expect to continue through the proposed timeline of this project, will provide the project team with ample time to allocate to the City’s engagement.

Rafelis actively manages the distribution of our staff hours to ensure we allocate the necessary resources to meet the needs of each of our clients. Rafelis’ executive and management team participate in a weekly conference call to review the number of consulting hours required to meet the needs of our clients during the upcoming week. This weekly meeting allows our project managers to deploy our consulting staff in a flexible manner that ensures a suitable level of hours will be devoted to each client.
TEAM QUALIFICATIONS & EXPERIENCE

Julia Novak
Title: Executive Vice President
Office: Cincinnati, OH
Specialties: Strategic Planning, Organizational Leadership and Management, Facilitation

Julia established TNCG in September 2009, which merged with Raftelis in 2020. Her reputation and experience as a consultant who offers practical and implementable recommendations are grounded in more than 15 years of active service to local governments, including Fort Collins, Colorado; Lexington, Massachusetts; Rockville, Maryland; and as the city manager of Rye, New York. She is a practitioner first who has expanded her knowledge and expertise as a consultant for hundreds of organizations across the United States. Julia has extensive experience as a facilitator and trainer. She has worked with both elected and appointed officials from jurisdictions throughout the United States to conduct goal setting, develop strategic plans, and prioritize service delivery. She has conducted training for elected officials as an individual trainer and through the National League of Cities and a consortium of cities in California.

Julia earned a bachelor's degree in government and politics from George Mason University and a master's degree in public administration from the University of Kansas. Julia was in the first class of individuals certified by ICMA as Credentialed Local Government Managers and maintains that designation. Julia is a Master Facilitator of the popular Myers-Briggs Personality Type Indicator and is certified to administer several other Level B psychological assessments.

Michelle Ferguson
Title: Vice President – Organizational Assessment Practice Lead
Office: Durham, NC
Specialties: Organizational Assessment, Staffing Analysis, Process Improvement, Facilitation

Michelle has nearly 25 years of management experience with and for local governments across the country. Michelle has spearheaded the work of nearly 200 local government reviews in some of the foremost governments across the country. Michelle has completed detailed organizational reviews of entire jurisdictions and recommended improvements to the structure, staffing, and processes within departments of all sizes. Specific department reviews have included development review, parks and recreation, public works, human services, human resources, capital budgeting, and finance. As a Lean certified professional, Michelle excels at helping local governments continuously improve and rely on data to make informed choices about services to the public. Michelle is also a skilled facilitator, able to bring diverse groups of people together to articulate shared visions and priorities. She has led strategic planning engagements at the community, organizational, and department levels, and she has facilitated numerous staff and governing body retreats.

Michelle earned a bachelor's degree in political science from Loyola University-Chicago and a master's degree in public administration from the University of Kansas. She is a member of the International City/County Management Association. She also served as the president of the Metropolitan Association of Local Government Assistants in Washington, D.C., and has presented at state and national conferences on topics such as strategic planning, effective governing bodies, and council-staff relations.
Darin Thomas

**Title:** Vice President – Strategic Planning Practice Lead  
**Office:** Greensboro, NC  
**Specialties:** Strategic Planning, Facilitation, Performance Management

Darin is a seasoned utility industry leader. With an educational background in mechanical engineering, he has been a thought leader in the water and wastewater industry since 1985. He has a track record of developing and delivering costs saving through innovation to the industry which has resulted in significant economic savings for hundreds of utility organizations. He has been instrumental in developing and advancing cross-jurisdictional technology evaluations and advancing savings through cooperative shared service agreements. Darin is a skilled industry executive business consultant with over 34 years of experience helping utility organizations implement transformational changes that span the areas of cross jurisdictional cooperation, business process optimization, strategic planning, and adoption and use of technologies to enhance operational performance. He also co-authored the Fourth Edition of the industry guidebook, *Water and Wastewater Finance and Pricing: The Changing Landscape.*

Darin has a Bachelor of Science in Mechanical Engineering from Michigan Technological University.

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Melissa Elliott APR

**Title:** Vice President of Communications and Marketing  
**Office:** Denver, CO  
**Specialties:** Strategic Communication Planning, Stakeholder Engagement, Public Involvement

Melissa’s 25+ year public relations career is focused on helping water and wastewater utilities and municipalities tell their stories. She consults with local government and utility leaders on strategic communication planning, stakeholder engagement and risk communication strategies for RafTelis. She also provides strategic counsel and facilitates public involvement efforts and public meetings. Melissa has extensive experience working with elected officials, stakeholders, and the public on issues as diverse as drought, water quality, potable reuse, affordability, rate structure change, impactful construction projects, rate increases, customer assistance programs and demand management. Highly active in the water industry, Melissa is the Immediate Past President of the American Water Works Association, is a former chair of AWWA’s Public Affairs Council, and a regular volunteer for The Water Research Foundation. Prior to joining RafTelis, Melissa directed the public affairs efforts at Denver Water, which included creating public engagement strategies for massive infrastructure projects, developing a nationally recognized lead service line replacement program, and leading conservation outreach efforts through the innovative “Use Only What You Need” campaign.

She has an M.S. in technical communication and a B.A. in journalism and is Accredited in Public Relations (APR) from the Public Relations Society of America.
Jonathan has 16 years of experience in management consulting and local government management, most recently as budget manager in the City of Cincinnati, Ohio, budget office, managing the development and administration of a $1 billion operating budget. Before that, Jonathan served as a management consultant and worked in the city manager’s office for the City of Highland Park, Illinois. As a consultant, Jonathan has completed operations reviews for over 200 local governments and has helped to improve service delivery for a broad range of departments – from police to public works. He has developed staffing and deployment plans for city operating departments, analyzed and facilitated intergovernmental consolidations, helped local governments develop custom performance management systems, and facilitated the development of long-term strategic plans and financial models. Jonathan is also a skilled financial analyst in the areas of budget and revenue analysis and has led our work with fiscally distressed communities, supporting their efforts to restore operational and financial sustainability. Additionally, he has extensive experience as a management and operations consultant to local governments in the United States and abroad. Jonathan earned a bachelor’s degree in political science from Aurora University and a master’s degree in public administration from Northern Illinois University. He is a member of the International City/County Management Association and the Ohio City/County Management Association.

Catherine has more than a decade of experience facilitating local government and utility strategic planning processes, as well as considerable expertise conducting assessments of organizational effectiveness practices. Catherine has led or supported numerous strategic planning engagements, ranging in size from governing body retreats to set community goals to large-scale, full organizational efforts involving hundreds of internal and external stakeholders. Recent experience includes governing body retreats with Lafayette, Colorado, Nantucket, Massachusetts, Sugar Land, Texas, and Minot, North Dakota. Catherine has also recently facilitated full-municipality or county strategic plans with the Cities of Gaithersburg, Maryland and Avondale, Arizona, as well as Jefferson County, Colorado. In addition to strategic planning, Catherine has also worked on numerous management studies and organizational assessments. She specializes in issues related to water, wastewater, and stormwater utilities; customer service policies and practices; and other challenges facing public sector organizations across the country. Major initiatives in the last few years include a customer service assessment for Fairfax Water (VA), which included the organization’s first-ever customer satisfaction survey; development of a governance framework and structure for the Western Intake Partnership (North Carolina), and an organizational structure review and support for realignment for the Anchorage Water and Wastewater Utility (Alaska).

Catherine is active in the water and wastewater utility industry, having presented at several conferences and co-authored two recent articles on long-term rate increases in Journal AWWA. Catherine also co-authored a chapter entitled “Public Outreach and Gaining Stakeholder Commitment” for the Fourth Edition of the industry guidebook, Water and Wastewater Finance and Pricing: The Changing Landscape. She holds a Bachelor of Science in Business/Economics, Biology, Environmental Studies from Randolph-Macon College, a Master of Environmental Management from Duke University, and a Master of Public Administration from the University of North Carolina Charlotte.
Seth Garrison
Title: Senior Manager
Office: Portland, ME
Specialties: Utility and Asset Management, Public Works, Performance Management

Seth has over 25 years of experience leading, providing consulting to, and regulating utilities and public agencies of all sizes, both public and private, domestically and internationally. He combines over 15 years of hands-on experience as the former General Manager/Executive Director of a regional utility and as an elected board member of two water and wastewater utilities, with an additional overlapping 15 years of consulting experience advising several of the largest and best-known utilities in the U.S., the U.S. Agency for International Development (USAID), and several foreign governments on management, organizational development, operations and maintenance practices, and strategy. Seth has extensive knowledge of performance management techniques, advanced operations and maintenance practices, and change management frameworks. Seth is the recent past Chair of the AWWA’s Strategic Management Practices Committee, which is responsible for the M5 Utility Management Manual – the industry guide for utility management practices. He participates bi-annually on producing AWWA’s Benchmarking Performance Indicators for Water and Wastewater as a member of the Benchmarking Advisory Committee. He has helped edit and co-author additional industry publications and guidance documents including AWWA M29 Water Utility Capital Financing, Fourth Edition and M82 Utility Innovation. Seth has a B.S. in Environmental Engineering from Rensselaer Polytechnic Institute and an M.A. in Public Policy and Management from the University of Maine.

Mark Olson
Title: Senior Manager
Office: Chicago, IL
Specialties: Budgeting and Financial Management, Process Improvement, Organizational Assessment

Mark brings 30 years of consulting and local government service to the team. As a consultant, Mark’s work includes financial and management audits, organization and management consulting, productivity and benchmarking studies, and cost analysis and process improvement projects for state and local governments. Whether the project takes the form of a comprehensive government review or a single agency review to meet a variety of project purposes, Mark has led or participated in these reviews in virtually every area of government service provision at the local level. These projects have involved service areas such as finance, accounting, purchasing, human resources, planning, community development, public works, parks and recreation, police, fire, emergency medical services, emergency communications, school administration, library administration, and museum administration. This wide-ranging issue and agency background provides him with a breadth of knowledge, skills, and abilities that he applies to every project. In addition to comprehensive government reviews, Mark has led multiple-agency reviews to identify opportunities for shared services or alternative service delivery. These projects have included emergency communications reviews, inter-jurisdictional service sharing, and consolidation.

Mark earned a master's degree in public policy studies with an emphasis on financial and operations analyses from the Harris Graduate School of Public Policy Studies at the University of Chicago. Mark also holds a bachelor’s degree in political science and a bachelor’s degree in sociology from the University of Illinois at Urbana-Champaign.
Pamela J. Wideman
Title: Senior Manager
Office: Charlotte, NC
Specialties: Affordable Housing, Community Development, Consensus Building, Public Engagement

Pamela has over 25 years of experience in leading local government teams, with the last 10 years in executive leadership with the City of Charlotte. Pamela most recently served at the Director of the City of Charlotte’s Housing & Neighborhood Services Department, leading a team of over 200 staff across five key divisions. She helped create and preserve over 4,600 affordable housing units, created, and successfully deployed COVID-19 Pandemic relief programs for rent, mortgage, utility, and deposit assistance to keep vulnerable residents housed during the pandemic, developed a new local rental subsidy program, and managed over $68 million in homelessness support and prevention. During her work there, Pamela hired numerous staff members for her Department and is known for contributing to organizational growth and development initiatives.

Pamela is highly sought after as speaker for her expertise in affordable housing and has spoken on numerous panels across the country. She has participated in numerous executive-level collaborations engaging multiple community partners in the business and philanthropic fields. Pamela strongly believes that “service is the rent we pay for living on this earth” and is often asked to share her public sector experiences with students, professional trade organizations, and local municipalities. She served as an early Advisory Member for the Greenlight Fund in Charlotte, and on the Mayors and CEOs Committee for U.S. Housing Investment.

She has a B.A. in Business Administration from Belmont Abbey College, an MPA from the University of North Carolina at Charlotte, and has attended the Senior Executives in State and Local Government training at the Kennedy School of Government at Harvard University.

Rebekka G. Hosken
Title: Manager
Office: Los Angeles, CA
Specialties: Budget and Finance, Public Works, Community Development, Performance Measures

Rebekka joined RafTelis in 2020 with 16 years of direct service to local governments and 10 years of prior management consulting experience. As an experienced consultant, Rebekka has led organizational assessments for a broad range of operating departments and offices in cities, counties, universities, and special districts, including community development, public works, police, administration, and city attorney departments. With direct operational experience in municipal administration, public works, and finance departments, Rebekka’s breadth of knowledge makes her skillful in quickly analyzing operations and making actionable recommendations for improvement, as well as communicating findings to a wide variety of audiences. Rebekka served as finance director for the City of La Cañada Flintridge, California, a contract city north of Los Angeles. Previously, Rebekka was the budget officer for the City of Simi Valley, California, a full-service community in the Los Angeles region. She prepared the City’s $196 million annual budget and $160 million capital improvement program, as well as the City’s cost allocation plan. She managed the budget and capital projects module training and setup for a comprehensive City-wide enterprise resource planning (ERP) system implementation across nine operating departments. She has published articles in Public Management magazine and served as a trainer in sessions at International City/County Management Association (ICMA) conferences.

Rebekka earned a master's degree in Business Administration with a Certificate in Local Government and Non-Profit Management from Boston University, and a Bachelor of Arts from the University of Michigan – Ann Arbor.
Jennifer Teal
Title: Manager
Office: Cincinnati, OH
Specialties: Finance and Budget, Strategic Planning, Training and Development

Jennifer has over 20 years of public sector experience, including ten years of leadership experience in local government. She has a wide array of expertise in organizational assessment, process improvement, financial management, strategic planning, and leadership development. Jennifer is a certified Lean Six Sigma Black Belt. She is a skilled facilitator, trainer, and problem solver, having led several organizations through the development of strategic plans, strategic business plans, and detailed implementation plans. She is currently leading implementation of the Raftelis Performance Academy to provide high-quality training specifically for the local government sector. Jennifer began her local government career as an undergraduate intern with the Village of Lincoln Heights, Ohio, where she developed a parks plan and several grant applications for the community. After working for the Department of Homeland Security and the Department of Defense, Jennifer returned to local government to manage the business operations of the City of Colorado Springs' Stormwater Enterprise. There, she oversaw the business, finance, customer service, IT, and GIS functions of a $16 million/year utility responsible for maintaining and improving stormwater infrastructure. In Gahanna, Ohio, Jennifer worked as the deputy finance director, chief financial officer, and finally, city administrator. Jennifer was instrumental in guiding the City out of the recession while strengthening its financial position and management strategies.

Jennifer is active in the local government industry and has presented at several conferences and co-authored a recent peer-reviewed article on process improvement in the public sector for the *Journal of Public Integrity*. She is also a lecturer at the Ohio State University John Glenn College of Public Affairs, where she teaches graduate and undergraduate seminars in Local Government Administration.

Mick Renneisen
Title: Principal Consultant – Subject Matter Expert
Office: Bloomington, IN
Specialties: Parks and Recreation, City Administration, Organizational Assessment, Hiring Practices

Mick joined Raftelis in 2021 with extensive local government management and administrative experience. Mick served as the Deputy Mayor of the City of Bloomington, Indiana, for five years and as Director of Parks and Recreation there for 20 years. Previously, he spent 15 years as a division director and program manager over the City’s sports services division. During his tenure working for the City, Mick also served as a consultant specializing in hiring and recruitment processes and parks and recreation management for clients throughout the country. During Mick’s tenure as Parks & Recreation Director in Bloomington, the Department completed over $50 million in capital projects including the addition of nine new holes at Cascades Golf Course, the acquisition of a 100,000 square foot indoor recreation center, and the addition of numerous parks. In 2007 Bloomington Parks and Recreation received the Gold Medal Award from the Sporting Good Manufacturers Association and the National Recreation and Parks Association, representing excellence in the field of parks and recreation services and the highest honor an agency can receive. In addition, Bloomington Parks and Recreation became the 27th department nationally to achieve CAPRA accreditation in 2001 and was re-accredited in 2006, 2011, 2016 and 2021. Mick has served as the president of IPRA (Indiana Parks & Recreation Association) in 1997 and has served on numerous IPRA committees over the years. Mick has also served as an adjunct instructor at Indiana University in the School of Health, Physical Education, and Recreation (HPER) and also presents at IU’s Executive Development Program.

Mick earned a master’s degree in Parks & Recreation Administration and bachelor’s degree in Physical Education, both from Indiana University.
Tom DeMint

**Title:** Principal Consultant – Subject Matter Expert  
**Office:** Fort Collins, CO  
**Specialties:** Fire and Emergency Management

Tom DeMint was the fire chief of the Poudre Fire Authority (PFA) in Fort Collins, Colorado from June 2011 to June 2021. As a highly experienced trainer, teacher, and mentor, focused on continued growth and improvement, Tom saw the PFA receive accreditation from the Commission of Fire Accreditation International (CFAI) twice, reduced the community’s ISO rating, developed two strategic plans, implemented collective bargaining, opened new stations and new services, and led the initial responses to the COVID-19 pandemic. Tom has broad experience with emergency management as he led the PFA through the two largest wildfires in Colorado history (the High Park and Cameron Peak Fires) as well as the devastating floods of 2013. He reported directly to the Poudre Fire Authority Board of Directors, the Fort Collins City Council, and the Poudre Valley Fire Protection District Board of Directors. Tom is the immediate Past President of the Colorado State Fire Chiefs (CSFC) and is presently a member of the Executive Board. For five years, Tom served as the President of the Board of Directors for the Front Range Fire Consortium Authority. This public board oversees fire recruit and incumbent training for fire departments throughout Northern Colorado, Wyoming, and Montana. This organization continued to grow under Tom’s leadership. Tom is the Co-Chair of the Fort Collins 9-11 Memorial fund raising committee and a member of the Fort Collins Fire Museum Committee. He also has extensive experience with fire prevention and fire code instruction through the United States, the Middle East, and the Caribbean.

Tom has been a member of the International Association of Fire Chiefs (IAFC), National Fire Protection Association (NFPA), Metro Fire Planners, Fire Marshals Association of Colorado, the International Code Council, and Partnership for Aging Friendly Communities. He is recognized as a Credentialled Chief Fire Officer by the Commission on Professional Credentialing and is a Level 2 Peer Assessor for the CFAI. Tom has a Associates Degree in Applied Sciences, Paramedic, and a Bachelor’s in Public Administration.

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Cassandra Deck-Brown

**Title:** Principal Consultant – Subject Matter Expert  
**Office:** Raleigh, NC  
**Specialties:** Policing and Public Safety, Law Enforcement Policy Formation, Community Engagement

Cassandra Deck-Brown led the Raleigh, North Carolina Police Department (RPD) as the Chief of Police. After 34 years of service navigating her way through the RPD ranks, Cassandra was often the first woman or the first African American to assume a role or obtain a rank. During her career, Cassandra implemented and oversaw high-profile initiatives and best practices including nationally recognized programs that embodied community engagement and law enforcement best practices. As a consultant, she helps to focus agencies nationwide on reimagining policing in the 21st century. With strategic planning on a department level and municipal level, she has effectively forecasted budget needs, lowered crime data, predictive policing models, and Intelligence-Led Policing. Her leadership was instrumental in model policy formation for body worn cameras, understanding the LGBT community, unmanned aerial systems and community policing, and designing a state of the art 60,000 square foot training facility and police museum. With executive oversight, she directed an organizational health and wellness program and developed services for the greater community specific to homelessness and mental health.

Cassandra is a nationally-known speaker regarding public safety and has made many presentations including “Recruiting and Retaining Female Leaders” at the Axon Accelerate Conference; “Grace, Grit and Resolve,” at the IIJ and Valor Webinar; “Leading in a Crisis,” for the United Nations Council of Women; “Four US Police Chiefs on the Need for

Cassandra holds a Bachelor of Science in Criminal Justice and Master of Public Administration.

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**Brian Kirsch PhD**

**Title:** Senior Consultant  
**Office:** Fort Wayne, IN  
**Specialties:** Utilities, Benchmarking, Statistical and Data Analysis

Brian has a background in water resources management and engineering, and possesses extensive analytical skills. His expertise lies in the areas of systems analysis and economic modeling. He has performed significant research in the field of water resources in which he has utilized aspects of engineering, policy analysis, risk management, economics, and market analysis. In addition, he has conducted numerous benchmarking and organizational projects with utilities. Samples of his recent work include an organizational assessment of the Water Utilities Department in Oceanside (CA), water and wastewater assessment for Incline Village General Improvement District (NV), estimating potential COVID-19 impacts on utility shutoffs for the American Water Works Association (AWWA), and more.

Brian has a Bachelor of Science in Chemical Engineering and Bachelor of Arts in Environmental Engineering from Rice University and a Master of Science and Doctorate from the University of North Carolina at Chapel Hill.

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**Ben Kittelson**

**Title:** Senior Consultant  
**Office:** Jacksonville, FL  
**Specialties:** Parks and Recreation, Public Works, General Administration, Budgeting and Financial Analysis

Ben began consulting in 2019 after seven years of direct service to local governments on the East and West Coast. Most recently, Ben worked for the Budget and Management Services Department in the City of Durham, North Carolina. He worked on the annual budget and the community-wide strategic plan. Ben also started an innovation partnership program with local technology startup companies, which was awarded the J. Robert Havlick Award for Innovation in Local Government from the Alliance for Innovation. As a Senior Consultant, Ben has worked on 42 projects across 17 states to help organization improve operations and become more effective through performance evaluations, process improvement, and strategic planning. He has worked on organizational assessments for a broad range of departments including public works, utilities, parks, public safety, human resources, and development review. Ben began his career in the Portland, Oregon region, where he served the Cities of Beaverton, West Linn, and Gresham, as well as Metro, the regional government for the Portland area. Ben expanded his experience in the Budget, Management, and Evaluation Department in Guilford County, North Carolina, where he analyzed government services such as jail operations and education funding. He also managed the County’s social media and internal employee newsletter.

In addition to his work for local governments, Ben is a founding member of Engaging Local Government Leaders (ELGL). Ben earned a master’s degree in public administration from Portland State University and a bachelor’s in politics and economics from Willamette University.
James Flick
Title: Senior Consultant
Office: Cincinnati, OH
Specialties: Economic Development, Public Information, Performance Measurement

James has over 10 years of organizational leadership experience, including five years in local government. Most recently, James served as the Director of Economic Development and Public Information Officer for Deerfield Township in Warren County, Ohio. Previously, he was a Development Officer and oversaw the Policy and Communication Division for the Department of Community and Economic Development at the City of Cincinnati. During his tenure at Deerfield Township, James worked closely with entrepreneurs looking to start a business, assisted existing companies with relocations and expansions, and managed development projects of varying scales. He also served on the Executive Board of the Warren County Small Business Development Alliance. At the City of Cincinnati, James was instrumental in developing strategic plans to address smart city initiatives, small business growth, retail revitalization in the urban core, and foreign direct investment. James has presented at several state and regional conferences on smart cities, data and demographics, and economic development’s relationship to parks. He is also an Adjunct Instructor for the Northern Kentucky University Master of Public Administration program, where he teaches Community Development, Public Policy, and Budgeting.

James earned a bachelor's degree in political science from Eastern Michigan University and a master's degree in public administration from Northern Kentucky University.

Claire Pritchard
Title: Consultant
Office: Cincinnati, OH
Specialties: Data Analysis, Survey Research, Public Information, Performance Measurement

Claire began her consulting career following five years of service with Dakota County, Minnesota, where most recently she held the position of assistant to the county manager. While with Dakota County, Claire coordinated the County’s legislative agenda, assisted in the development of the annual budget, and conducted financial impact analyses and process improvement efforts for a variety of County functions. Claire also coordinated the County’s transition to a new form of government in 2013. As a consultant, Claire has worked on organizational and staffing analyses for communities around the country, such as the Town of Nantucket, Massachusetts, the City of Allentown, Pennsylvania, and the City of Bloomington, Indiana, as well as several utilities, including Fairfax Water, Virginia, Pinellas County Utilities, Florida, and the San Diego Public Utilities Department, California. Claire has assisted in developing financial models to analyze revenue and expenditure trends, as well as conducted detailed staffing and workload analysis to determine optimal organizational structures. She has developed and analyzed an array of employee and community-based surveys. Claire has conducted several best practice and benchmarking research projects and has assisted in the creation of strategic planning and implementation deliverables.

Claire earned a bachelor's degree in political science from the University of Chicago and a master's degree in public policy from the University of Chicago Harris School of Public Policy. She is a member of the International City/County Management Association and is a former ICMA Local Government Management Fellow.
Jillian Childress
Title: Consultant
Office: Charlotte, NC
Specialties: Community Engagement, Strategic Planning, Research and Analysis

Jillian began her consulting career following five years of direct service in local government in Arizona and Oklahoma. Most recently, she held the position of Assistant to the City Manager for the City of Eloy, Arizona, and managed the communication initiatives, outreach, and engagement efforts during the COVID-19 global pandemic. While at Gathering Place, a 100-acre recreation park, Jillian cultivated and managed natural alliances with stakeholders, community partners, and leaders, including the school district, economic development agencies, and faith-based leaders, to design cultural-specific programming and events. While with the City of Tulsa, Oklahoma, she updated the 2016 Emergency Operation Plans for water and wastewater facilities, conducted an in-depth review of the 2002 Vulnerability Assessment for six water and wastewater facilities to ensure City assets were secured from internal and external threats, and analyzed and presented employee turnover data, attrition rates, and reasons for employee separation. She also designed a 12-month onboarding program for the Water Department to address employee retention and training challenges. Prior to working in local government, Jillian was a licensed representative in wealth management for eight years.

Jillian earned her master’s degree in public administration and her bachelor’s degree in broadcast journalism from Arizona State University. She is a member of the International City/County Management Association and is a former ICMA Local Government Management Fellow.

Colin Stifler
Title: Consultant
Office: Charlotte, NC
Specialties: Organizational Assessment, Survey and Data Analysis, Contracting

Colin began his consulting career following six years of education, non-profit, and local government experience. Most recently, he worked for Wake County, North Carolina’s Community Services Department, where he analyzed and helped implement policies spanning five County divisions and over 700 employees. Notable projects included creating an operational framework for an innovative environmental education facility, as well as identifying performance measures and supporting metrics for the County’s library book selectors. Prior to Wake County, Colin worked with the North Carolina Department of Environmental Quality, where he specialized in local government solid waste and recycling issues. Colin brings diverse experiences in local government and management consulting to his projects and client relationships. He has participated in numerous organizational assessments and strategic planning initiatives for municipalities, counties, and public utilities across the United States. These engagements have involved individual department assessments and process improvement analyses, as well as organization-wide reviews spanning multiple departments. Colin is familiar with processing large datasets and assisted Lower Paxton Township, Pennsylvania, with developing a financial model to forecast future revenues and expenditures. He also leverages his experience to explore unique challenges facing clients, such as helping the City of Wilmington, North Carolina, assess the feasibility of automating its solid waste collections.

Colin earned a bachelor’s degree in philosophy from Miami University (Ohio) and a master’s degree in public administration from the University of North Carolina at Chapel Hill.
We believe that Raftelis is the *right fit* for this project. We provide several key factors that will benefit Charleston and help to make this project a success.

**RESOURCES & EXPERTISE**
This project will require the resources necessary to effectively staff the project and the skillsets to complete all of the required components. With more than 130 consultants, Raftelis has one of the largest local government management and financial consulting practices in the nation. Our depth of resources will allow us to provide the City with the technical expertise necessary to meet your objectives. In addition to having many of the industry’s leading management and financial consultants, we also have experts in key related areas, like stakeholder engagement and data analytics, to provide additional insights as needed.

**DECADES OF COLLECTIVE EXPERIENCE**
Our associates and subject matter experts have decades of experience in strengthening local municipalities and nonprofit organizations. They’ve served in a wide range of positions, from city manager to public works director to police chief.

**PERSONAL SERVICE FROM SENIOR-LEVEL CONSULTANTS**
You appreciate it when deadlines are met, calls and emails are returned, and your challenges are given in-depth, out-of-the-box thinking. While other firms may assign your business to junior-level people, our approach provides exceptional service from senior-level consultants.

**NICHE EXPERTISE**
Our expertise lies in strengthening public-sector organizations. *We’re consulting specialists rather than generalists, focusing our strengths to do a highly effective job for a specific group of clients.*
How we stack up

OUR TEAM INCLUDES

130+ consultants focused on finance/management/communication/technology for local governments and utilities

RAFTELIS HAS PROVIDED ASSISTANCE FOR

1,200+ local governments and utilities that serve more than 25% of the U.S. population including the agencies serving 38 of the nation’s 50 largest cities

in the past year alone, we worked on 1,000+ projects for 600+ agencies in 46 states
# National Experience

This matrix shows some of the communities throughout the U.S. that Raftis/TNGC staff has assisted and the services performed for these clients.

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APPENDIX B: REQUIRED FORMS

APPENDIX B:

Required Forms
The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-720-3712 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 22-P002R    Proposals will be received until: April 19, 2022 @ 12:00pm
Proposal Title: Performance Assessment Consulting Services
Mailing Date: March 8, 2022    Direct Inquiries to: Robin B. Robinson
Vendor Name: Raftelis Financial Consultants, Inc.    FEIN/SS#: 20-1054069
Vendor Address: 19 Garfield Place, Suite 500,
City – State – Zip: Cincinnati, OH 45202
Telephone Number: 513.221.0500    Fax Number: 828.484.2442

Minority or Women Owned Business:
Are you a certified Minority or Women-Owned business in the State of South Carolina? □ Yes □ No

Authorized Signature: [signature]    Title: Vice President
Date: April 15, 2022

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.

IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for a Performance Assessment Consulting Services. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

2. Offeror may mail, or hand-deliver response to the Procurement Division. Do Not Fax in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the “No Proposal Response Form” to our office.

3. DEADLINE FOR SUBMISSION OF OFFER: Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the proposal opening.

4. Questions regarding this solicitation must be submitted in writing to Gary Cooper or Robin Barrett Robinson no later than 1:00pm on March 25, 2022. Questions may either be faxed to 843-720-3872 or emailed to Gary Cooper, cooperg@charleston-sc.gov or Robin Barrett Robinson, robinsonr@charleston-sc.gov.
MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston’s Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

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

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

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

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston’s web site www.charleston-sc.gov under “BIDLINE” link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordam@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

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


AND

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

OR

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

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

Name of Company: Raftelis Financial Consultants, Inc.

Signature
Julia Novak

Print Name
Julia Novak

Witness

April 15, 2022
Date

Executive Vice President
Title
AFFIDAVIT C

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

Affidavit of: ________________________  Raffelis Financial Consultants, Inc.

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the ________________ Performance Assessment Consulting Services ______ contract.

(Name of Project)

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

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

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

Date: April 15, 2022  Name of Authorized Officer (Print/Type): Jon Davis

Signature:

Title: Executive Vice President

Sworn to before me this 15th day of April, 2022
Notary Public for the State of North Carolina
My Commission Expires: June 27, 2025
Print Name: Marsha E. Brummitt
Phone Number: 704-488-6428
Address: 529 West Trade St. Suite 1420 Charlotte, NC 28202

MARSHA E. BRUMMITT
Notary Public, North Carolina
Mecklenburg County
My Commission Expires June 27, 2025
CERTIFICATE OF FAMILIARITY

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

Rafelis Financial Consultants, Inc.
Company Name
As registered with the IRS

19 Garfield Place, Suite 500,
Correspondence Address
Cincinnati, OH 45202
City, State, Zip
jnovak@rafelis.com
Email

227 W. Trade Street, Suite 1400
Remittance Address
Charlotte, NC 28202
City, State, Zip
20-1054069
Federal Tax ID (FEIN)/SS Number

Julia O. Novak
Authorized Signature
Julia Novak
Printed Name
Executive Vice President
Title
513.221.0500
Telephone Number/Toll Free Also (If Available)
828.484.2442
Fax Number
April 15, 2022
Date
N/A
SC Sales Tax Number

Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?
☐ Yes ☑ No
If so, please provide a copy of your certificate with your response.
# References
Offerors must supply a minimum of four (4) references for which they have provided the same or similar services being requested in the Scope of Work. If the references have not used similar services, please outline the services that your company has provided to these clients.

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<tr>
<th>Name</th>
<th>Phone/Fax</th>
<th>Email</th>
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<tbody>
<tr>
<td>Joe Lauro, Director -- Department of Administrator Services</td>
<td>727.464.4710</td>
<td><a href="mailto:jlauro@pinellascounty.org">jlauro@pinellascounty.org</a></td>
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<tr>
<td>Pinellas County</td>
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<td>315 Court Street, Clearwater, FL 33735</td>
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<td>David Ellis, County Manager</td>
<td>919.856.6160</td>
<td><a href="mailto:david.ellis@wakegov.com">david.ellis@wakegov.com</a></td>
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<td>P.O. Box 550, Raleigh, NC 27602</td>
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<tr>
<td>Kelly DiMartino, Interim City Manager</td>
<td>970.416.2028</td>
<td><a href="mailto:kdimartino@fcgov.com">kdimartino@fcgov.com</a></td>
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<tr>
<td>Tony Caudle, City Manager</td>
<td>910.341.4658</td>
<td><a href="mailto:tony.cauble@wilmingtonnc.gov">tony.cauble@wilmingtonnc.gov</a></td>
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Name: ___________________________________________
Address: _________________________________________
Phone/Fax: __________________________ Email: __________________________
City of Charleston  
Procurement Division  
75 Calhoun Street, Suite 3500  
Charleston, SC 29401

ADDENDUM #1 Q&A

DATE: April 1, 2022
TO: All Bidders
FROM: Robin B. Robinson
RE: 22-P002R – Performance Assessment Consulting Services

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

Q-1 The RFP is very comprehensive and expansive in nature and scope covering a wide range of advisory services that may not lend itself to a singular consultant or consulting firm. Will the City accept proposals for a subset of those advisory services? For example, one subset of advisory services might be continuous improvement, another subset might be analytics, etc.

A-1 Yes, we will consider these types of proposals.

Q-2 If a “No Proposal” response is submitted, does this mean the City would still consider those Offerors on the list submitting a “No Proposal” response for a subset of the advisory services referenced in the RFP? If so, how can an Offeror on that list expect to be contacted concerning the provision of those advisory services?

A-2 Any vendor that submits a “no response” may still be used as a subcontractor by a vendor that does submit a proposal.

Q-3 Has the City identified specific departments for continuous improvement, analytics, or operations analysis engagements? If so, could you please identify any or all of those expected engagements?

A-3 Currently, we have only determined that a Workforce Assessment/Employee Survey will be conducted in 2022. From that information, additional assessments will be determined.

Q-4 Does the City have an annual or cumulative budget for this contract? If so, could you please identify said budget or price range?

A-4 Yes, this contract is budgeted annually.
Q-5 Regarding the timeline for key deliverables, are there any specific goals that this assessment must align with (e.g., prior to budget adoptions, before fiscal year end, etc.)?

A-5 The City of Charleston is on a calendar year budget. Ideally, any recommendations that have a fiscal impact should be provided by the beginning of the third quarter.

Q-6 Has the City seen or reviewed any examples of this type of assessment for other municipalities that are similar to the type of assessment that you are requesting?

A-6 No.

Q-7 Will specific staff in the Process and Service Improvement Division be assigned to support this project? For example, will specific Division staff assist with scheduling meetings, arranging spaces and other logistics, gathering requested information, etc.?

A-7 Yes, the Director of Process and Service Improvement will be the primary point of contact at the City. The Chief Innovation Officer will provide additional support.

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

Signature of Acknowledgement

April 15, 2022

Date

RafTelis Financial Consultants, Inc.

Company Name
CITY OF CHARLESTON

Cost Proposal

Below please find our cost proposal and information. All prices quoted will be firm and fixed for the contract period. The City will be invoiced monthly as tasks are completed.

Pricing Item #1

Provide a comprehensive list of resources by the job classifications used within your organization, detail the skill sets and normal anticipated duties of each classification, and provide the hourly billing rates that will be used throughout the duration of the resulting on-call contract. The City assumes that there will be no annual increases to these hourly rates throughout the duration of the on-call contract.

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<tr>
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<td>Project management, client engagement, facilitation, quality control, deliverable preparation</td>
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<td>Project management, client engagement, quality control, interviews, facilitation, deliverable preparation</td>
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<td>Subject Matter Expert</td>
<td>Technical guidance and input, interviews, client engagement, deliverable preparation</td>
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<tr>
<td>Manager</td>
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<td>Analysis, interviews, surveying, deliverable preparation</td>
<td>$220</td>
</tr>
<tr>
<td>Consultant</td>
<td>Analysis, interviews, surveying, deliverable preparation</td>
<td>$190</td>
</tr>
<tr>
<td>Associate</td>
<td>Analysis, interviews, surveying, deliverable preparation</td>
<td>$160</td>
</tr>
</tbody>
</table>
Pricing Item #2

For Section A.3 – Continuous Improvement – #3 above, provide an estimated budget for this scenario, including a list of personnel, allocation of personnel by task, and an estimated number of hours for the task.

The pricing for an evaluation of the City’s missed garbage and trash collection process is provided below. We have listed staff by job classification rather than name as specific team members will be determined based on specific project scope.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Executive VP</th>
<th>Senior Manager</th>
<th>Consultant</th>
<th>TOTAL HOURS</th>
<th>Labor Cost</th>
<th>Expenses</th>
<th>TOTAL COST</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>34</td>
<td>36</td>
<td>72</td>
<td>$17,225</td>
<td>$5,425</td>
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<td>0</td>
<td>12</td>
<td>24</td>
<td>36</td>
<td>$7,975</td>
<td>$375</td>
<td>$8,350</td>
</tr>
<tr>
<td>3</td>
<td>2</td>
<td>22</td>
<td>20</td>
<td>44</td>
<td>$10,775</td>
<td>$1,325</td>
<td>$12,100</td>
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<td>4</td>
<td>10</td>
<td>16</td>
<td>16</td>
<td>42</td>
<td>$12,150</td>
<td>$2,250</td>
<td>$14,400</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>14</strong></td>
<td><strong>84</strong></td>
<td><strong>96</strong></td>
<td><strong>194</strong></td>
<td><strong>$48,125</strong></td>
<td><strong>$9,375</strong></td>
<td><strong>$57,500</strong></td>
</tr>
</tbody>
</table>

For Section A.3 – Data Analytics – #2 above, provide an estimated budget for this scenario, including a list of personnel, allocation of personnel by task, and an estimated number of hours for the task.

The pricing for a 2022 Workforce Assessment is provided below. We have listed staff by job classification rather than name as specific team members will be determined based on specific project scope.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Executive VP</th>
<th>VP</th>
<th>Manager</th>
<th>Consultant</th>
<th>Associate</th>
<th>TOTAL HOURS</th>
<th>Labor Cost</th>
<th>Expenses</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$250</td>
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</tr>
<tr>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4</td>
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<td>$1,600</td>
<td>$5,575</td>
</tr>
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<td>28</td>
<td>$9,400</td>
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<tr>
<td><strong>TOTAL</strong></td>
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<td><strong>6</strong></td>
<td><strong>32</strong></td>
<td><strong>66</strong></td>
<td><strong>20</strong></td>
<td><strong>154</strong></td>
<td><strong>$36,200</strong></td>
<td><strong>$5,800</strong></td>
<td><strong>$42,000</strong></td>
</tr>
</tbody>
</table>
For Section A.3 – Operations Analysis – #2 above, provide an estimated budget for this scenario, including a list of personnel, allocation of personnel by task, and an estimated number of hours for the task. The pricing for an assessment of customer relationship management, call center, and work order management and process is below. We have listed staff by job classification rather than name as specific team members will be determined based on specific project scope.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Executive VP</th>
<th>Manager</th>
<th>Consultant</th>
<th>TOTAL HOURS</th>
<th>Labor Cost</th>
<th>Expenses</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>16</td>
<td>16</td>
<td>34</td>
<td>$7,750</td>
<td>$2,950</td>
<td>$10,675</td>
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<td>2</td>
<td>4</td>
<td>10</td>
<td>32</td>
<td>46</td>
<td>$9,975</td>
<td>$650</td>
<td>$10,625</td>
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<td>3</td>
<td>2</td>
<td>6</td>
<td>22</td>
<td>30</td>
<td>$5,375</td>
<td>$500</td>
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<td>$14,325</td>
<td>$2,500</td>
<td>$16,825</td>
</tr>
<tr>
<td>TOTAL</td>
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<td>86</td>
<td>162</td>
<td>$38,425</td>
<td>$6,600</td>
<td>$45,000</td>
</tr>
</tbody>
</table>
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Edmund Most
DEPT: Capital Projects
SUBJECT: LOWCOUNTRY SENIOR CENTER CPM UPHIT
REQUEST: Approval for the Low Country Senior Center CPM UPHIT with Satchell
Construction, LLC, 2020 Cosgrove Avenue, Charleston, SC 29405

COMMITTEE OF COUNCIL: Ways & Means DATE: July 19, 2022

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

Corporate Counsel Yes N/A Signature of Individual Contacted Attachment
Cap. Proj. Cmte. Chair
Parks Department [x] [x] [x] [x]
Procurement Director

FUNDING: Was funding previously approved? Yes [ ] No [ ] N/A [ ]
If yes, provide the following: Dept./Div.: 0100 Account #: 52410 $187,640.00
Balance in Account 145,824.84 Amount needed for this item

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

NEED: Identify any critical time constraint(s)

CFO’s Signature: [Signature]
FISCAL IMPACT:

Mayor’s Signature: [Signature] John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:30AM THE DAY OF THE CLERK’S AGENDA MEETING.
NOTICE OF INTENT TO AWARD

June 24, 2022

Satchell Construction, LLC
2020 Cosgrove Avenue
Charleston, SC 29405
Attn: Jordan Fuller

Re: LCSC CPM Lowcountry Senior Center Upfit

Dear Mr. Fuller:

The City of Charleston has considered the bid submitted by you on June 23rd, 2022 for the subject project in response to its Invitation for Construction Bids. You have been determined to be the lowest responsive and responsible bidder and have acknowledged the addenda and have provided a proper bid bond. You are hereby notified that the City of Charleston intends to accept your bid subject to City of Council approval at its meeting on July 19th, 2022. Until the contract is fully executed, any monies spent in the regard to the project are considered at your own risk. Bonds will be requested after formal execution of the contract and 14 days are allowed for their receipt. Notice of actual commencement shall be determined after a scheduling meeting with the users.

We will be in contact with you soon to keep you updated with the status of this project.

Sincerely,

Ed Boinest, SCPM, CSI.
<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Bond</th>
<th>Addendum Noted</th>
<th>MBE Forms</th>
<th>Local Vendor</th>
<th>Base Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>SATTER CONSTRUCTION</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>187,640.80</td>
</tr>
<tr>
<td>SFINGEL CONSTRUCTION</td>
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<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>255,345.00</td>
</tr>
<tr>
<td>J. WUISMAN CONSTRUCTION</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>256,858.00</td>
</tr>
</tbody>
</table>
City of Charleston
Short Form Construction Contract

THIS CONTRACT, effective July 22, 2022 by and between:

The Owner:  
City of Charleston  
80 Broad Street  
Charleston, SC 29401

and  

The Contractor:  
Satchel Construction, LLC  
2020 Cosgrove Avenue  
N. Charleston, SC 29405

ARCHITECT ENGINEER – The A/E of Record for this Project is: City of Charleston – Parks Department

LCSC-CPM (Project Number) Lowcountry Senior Center Interior Upfit (Project Name)

WHEREAS, the Owner requires an interior upfit of the Lowcountry Senior Center, to include minor demolition, new floorings, painting, toilet partition replacements, cabinetry and tops, minor plumbing, and electrical work according to the Scope of Services, Bid Addenda, and Architectural drawings in EXHIBIT A (attached and incorporated into this Contract) (“Project”).

WHEREAS, according to the Contractor’s Bid Form (attached and incorporated into this Contract as EXHIBIT B), the Contractor is prepared and qualified to provide the services of the Project, which shall be performed in accordance with the City of Charleston’s General Terms and Conditions for Short Form Construction Contracts contained on pages 2 through 13 of this Contract.

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

City of Charleston
By: __________________________  
John J. Tecklenburg  
Mayor

Satchel Construction, LLC
By: ________________________  
Signature  
Jordan Fuller  
President

ATTACHMENTS
1. EXHIBIT A – Scope of Work; Bid Addenda; Architectural Drawings
2. EXHIBIT B - Contractor’s quote dated June 20, 2022
CITY OF CHARLESTON
GENERAL TERMS AND CONDITIONS
FOR SHORT FORM CONSTRUCTION CONTRACT

General Terms

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

1. TIME OF PERFORMANCE:

   a. THE EFFECTIVE DATE of this Contract shall be the date written above.
   b. THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
   c. THE DATE OF SUBSTANTIAL COMPLETION shall be 90 calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.
   d. THE DATE OF FINAL COMPLETION shall be the date that the Work has been completed and accepted by the Owner.

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

   a. THE LUMP SUM CONTRACT AMOUNT OF $187,640.00 shall be paid to the Contractor upon completion of the Work and acceptance by the Owner.
   b. THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: N/A

General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS

A. The Contract Documents forming this Contract shall consist of the following:
   1. A fully executed Short Form Construction Contract (document on preceding page);
   2. General Terms and Conditions for Short Form Construction Contract (this document);
   3. Exhibits A and B;
   4. Bid Addenda Issued by the Owner: Numbers 1, 2, and 3;
   5. The Contractor’s completed Bid Form(s); and,
   6. All Change Orders and Change Directives.

In the event of a conflict between the terms and conditions contained in this Short Form Construction Contract and any of those contained in any attachments hereto, the terms and conditions of this Short Form Construction Contract shall govern and control.
ARTICLE 2 – CONTRACTOR, OWNER, A/E PROVISIONS

A. Warranties

The Contractor warrants to the Owner that:

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

B. Contractor’s Rights and Responsibilities

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

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

C. Owner’s Rights and Responsibilities

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

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

ARTICLE 3 – CONSTRUCTION ADMINISTRATION

A. Shop Drawings and Samples
   1. The Contractor shall review and approve Shop Drawings and Samples prior to
      their submission to the Owner. The Contractor’s review shall be for compliance
      with the requirements of the Contract Documents and to ensure complete
      coordination of the Work.
   2. The Contractor shall submit ___3___ sets of Shop Drawings as specified in the
      Contract Documents, or in the absence of a specification, submit enough copies
      for the Owner to retain two copies plus the number desired to be returned to the
      Contractor.
   3. The Owner will review the shop drawings and samples with reasonable
      promptness but only for conformity with the design.
   4. The Contractor shall submit samples as required by the Contract Documents. The
      final installed product shall match the approved sample.

B. Materials and Workmanship
   1. The Contractor shall not use or allow the use of any asbestos containing product.
   2. The Contractor shall not use or allow the use of lead material in public water
      application. Lead-free solder, flux and pipe must be used in all public drinking
      water and wastewater applications. Lead-free solder and flux is defined as
      containing less than 0.2% lead while valves, pipes and appurtenances must
      contain less than 8.0% lead.
   3. The Contractor warrants that unless otherwise specified or permitted by the
      Contract Documents, all materials shall be new, in first class condition, and
      installed using workmanship of the highest quality in accordance with the Contract
      Documents.
C. **Inspection and Testing of Materials**
1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by the City's building officials.
2. The Contractor shall leave uncovered all areas of Work that are called out in the Contract Documents to be left uncovered, or the Owner requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the Owner of the time requested for an inspection of these areas.

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

E. **Changes in the Work**
1. Only the Owner may authorize changes in the Work. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.
2. The Contractor shall provide supporting information as requested by the Owner to document the cost of any changed Work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
   a. For the Contractor or subcontractor on Work performed by its own forces:
      \[
      \text{Overhead } (\%) \quad \text{Profit } (\%) \quad \text{Commission } (\%)
      \]
      \[
      10 \quad 7 \quad 0
      \]
   b. For the Contractor or subcontractor on Work performed by its subcontractors:
      \[
      \text{Overhead } (\%) \quad \text{Profit } (\%) \quad \text{Commission } (\%)
      \]
      \[
      10 \quad 0 \quad 3
      \]
   c. To a first tier subcontractor on Work performed by its subcontractors:
      \[
      \text{Overhead } (\%) \quad \text{Profit } (\%) \quad \text{Commission } (\%)
      \]
      \[
      10 \quad 0 \quad 3
      \]
   d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. Receiving and Storing Materials and Equipment
1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.
2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Delivery Order or manufacturer’s printed instructions of each product.
3. The Contractor shall immediately notify the Owner of any damages to property received or located on site.

G. Reports
1. The Contractor shall prepare Daily Progress Reports on a form provided by the Owner. Reports shall be submitted to the Owner on a weekly basis.
2. If requested by the Owner, the Contractor shall prepare and submit with its pay applications MWBE form delineating the composition of the workforce utilized to complete the Work for that pay application.

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

I. Guarantees and Warranties
1. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other Work or property resulting from such defects for a period of one year from the Date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties shall be assigned to the Owner at no cost to the Owner and without the approval of the Contractor.
2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.
J. **Use of the Site**
   1. The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined in the Contract Documents. The site must be maintained in a reasonably clean condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner, remove from the site all trash, debris, tools and equipment no longer needed for the Project.
   2. The Contractor shall provide access to the site where the Project is being completed for representatives of the Owner, the Owner, and for all authorities having jurisdiction over the Project.

K. **Taxes**
   1. The Contractor shall include in its Bid, and pay for, all taxes in effect or scheduled to go into effect at the time of bidding.
   2. The Contractor’s attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, contractors and subcontractors.

**ARTICLE 4 - PAYMENTS**

A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 2 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
B. The Contractor shall make payments to subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
C. Payment under a Lump Sum contract shall be paid within forty-five (45) days of receipt of the invoice. The invoice for the Contractor’s services shall be submitted to the Owner at the completion of the Scope of Services and after the Owner’s acceptance of the work in its entirety.
D. The Contractor’s Final Application for Payment may be submitted when the following have occurred:
   1. The Contractor has fully completed the Project which is the subject of this Contract, including the acceptable completion of all punch list items; and,
   2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
   3. The Contractor has furnished to the satisfaction of the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
   4. The Contractor has completed all training and other startup/turnover support activities with the Owner’s staff.

**ARTICLE 5 - CLAIMS**

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

C. Claims arising prior to the date the final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph, a party expressly waives its Claim.

D. Pending a resolution of the Claim, including any dispute resolution under this Contract, the Contractor shall proceed to perform as required by the Contract and the Owner shall continue to make payments in accordance with this Contract.

**ARTICLE 6 – DISPUTE RESOLUTION**

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

**ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT**

A. **Owner’s Right of Termination**
   1. The Owner may, at any time, terminate the Contract, in whole or in part, with or without cause for the Owner’s convenience, upon seven (7) days written notice to the Contractor.
   2. The Owner may, upon written consent of the Contractor, reinstate the terminated portion of this Contract in whole or in part if it is determined by the Owner, in its sole discretion, that it is necessary or advantageous to the Owner. Compensation shall be equitably negotiated by agreement between the Owner and Contractor.

B. **Contractor’s Right of Termination**
   1. The Contractor may terminate the Contract if Work is stopped through no fault of the Contractor, or other persons performing Work, either directly or indirectly, for the Contractor, for a period of time exceeding ninety (90) consecutive calendar days due to a court order or other public authority having jurisdiction; or a National emergency which requires the Work to be stopped.
   2. The Contractor may, upon seven (7) days written notice to the Owner terminate the Contract for the reasons stated above and be compensated for Work completed and materials stored in accordance with the Contract Documents.
C. Owner’s Right of Suspension
   1. The Owner may, at any time, suspend this Contract, in whole or in part, with or without cause, for such period of time as determined by the Owner;
   2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption of the Work, except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or subject to an equitable adjustment covered under other provisions of the Contract.

ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

A. The Contractor is responsible for job-site safety and the protection of persons and property within the Work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.

B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, the Contractor shall immediately stop Work in the affected area and report the conditions to the Owner in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the material has been rendered harmless, removed or protected.

C. As to hazardous materials, this Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).

D. For the purposes of this Contract, the term “rendered harmless” shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

ARTICLE 9 – INDEMNITY

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

ARTICLE 10 – INSURANCE AND BONDS

A. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor’s operations under the Work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.

B. The Contractor’s Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
   1. Premises – Operations;
   2. Independent Contractor’s Protective;
   3. Products and Completed Operations;
   4. Personal and Advertising Injury;
   5. Contractual, including specified provisions for Contractor’s obligations;
   6. Broad Form Property Damage, including Completed Operations;
   7. Owned, Non-Owned and Hired Vehicles; and,
   8. Errors and Omissions.

C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the Contract:
   1. Commercial General Liability:
      a. General Aggregate (per project) $ 2,000,000
      b. Products/Completed Operations $ 1,000,000
      c. Personal and Advertising Injury $ 1,000,000
      d. Each Occurrence $ 1,000,000
      e. Fire Damage $ 50,000
      f. Medical Expense (any one person) $ 5,000
   2. Business Auto Liability (including all owned, non-owned, and hired vehicles):
      a. Combined Single Limit
         -OR-
      b. Bodily Injury & Property Damage (each) $ 1,000,000
   3. Workers Compensation
      a. State Statutory
         $ 100,000 Per Accident
         $ 500,000 Disease, Policy Limit
         $100,000 Disease, Each Employee
      b. Employer’s Liability

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

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

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

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

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

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

ARTICLE 11 – CORRECTION OF WORK

A. The Contractor shall promptly, and with due diligence, correct Work rejected by the Owner for failure to conform to the requirements of the Contract, whether such defective Work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient Work including additional testing and inspections.

B. If the Contractor fails to carry out the Work in accordance with the Contract Documents, and falls within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence
and promptness, the Owner may, without prejudice to other remedies it may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies, including the Owner’s expense.

C. The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

ARTICLE 12 – CONSTRUCTION BY OWNER

A. The Owner reserves the right to do Work with its own forces or award separate contracts for Work on the same project.

B. The Contractor agrees to allow access to the site by the Owner’s workforce or separate contractor(s), and agrees to assist in coordinating the progress of the Work with the Owner.

C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 13 – SUBCONTRACTORS

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

ARTICLE 14 – COMPLETION AND CLOSEOUT

A. The Contractor shall have completed the unfinished and defective Work listed in the “punch list” and notify the Owner of its completion. The Owner will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons; firms or agencies participate in the inspections.

B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.

C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.

D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 15 – GOVERNING LAW

This Contract is entered into and shall be construed and governed in accordance with the laws of the State of South Carolina. Contractor and Owner shall: (1) submit to the jurisdiction of the state and federal courts located in Charleston County, South Carolina; (2) shall waive any and all objections to jurisdiction and venue; (3) and shall not raise forum non conveniens as an objection to the location of any litigation.
ARTICLE 16 – MISCELLANEOUS

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

B. This Contract represents the entire and integrated agreement between the Owner and the Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.

C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.

D. Nothing in this Contract shall prevent the Contractor from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Services.
SCOPE OF WORK
INTERIOR UPFIT TO THE
LOWCOUNTRY SENIOR CENTER
LCSC CPM

Provide all necessary labor, materials, tools, equipment, supervision, taxes, insurance, overhead, and profit to complete the following work at the Lowcountry Senior Center, 865 Riverland Drive, Charleston, SC 29412:

GENERAL NOTES AND SELECTIVE DEMOLITION

1. Notes on drawings included show specific areas of work. These drawings are for reference only and are not to be scaled. The mandatory pre-bid conference on site will provide an opportunity to review this scope of work and to measure as needed. One additional site visit shall be scheduled prior to bidding.

2. During selective demolition of items/finishes shown on drawings, protect all adjacent surfaces. Daily clean-up shall be done at the end of each working day. Damage to surfaces, materials, finishes, or other items not included in the scope of work shall be returned to a “pre-construction” condition at no cost to the owner. Consider possible unintended damages to finishes where specific demolition is shown, and repair/finish as necessary.

3. Remove wallcovering complete at the wainscot areas of the multi-purpose areas and at the main restrooms. Remove adhesives, skim existing surface drywall surfaces to a level 4 finish, sand, prime, and paint 2 coats per color schedule on the drawings.

4. Remove toilet partitions and urinal screens from main restroom areas complete. Provide and install new overhead braced toilet partitions and urinal screens as per the material specifications noted further below in this scope. Adjust and clean new toilet compartments and urinal screens upon
completion. Shop drawings and standard color options are to be provided for approval prior to ordering.

5. Remove base cabinets, upper cabinets, and counter tops in the following locations:

<table>
<thead>
<tr>
<th>Room</th>
<th>Cabinet Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Room 122</td>
<td>Kitchen</td>
</tr>
<tr>
<td>Room 116</td>
<td>Workroom (Countertop only)</td>
</tr>
<tr>
<td>Room 109</td>
<td>Arts and Crafts</td>
</tr>
<tr>
<td>Room 109</td>
<td>Bookcase</td>
</tr>
<tr>
<td>Room 112/114</td>
<td>Restrooms (Countertops only)</td>
</tr>
<tr>
<td>Room 105</td>
<td>Toilet (Vanity only)</td>
</tr>
</tbody>
</table>

6. Disconnect all plumbing and electrical as required for the removal of the cabinetry and tops. Salvage the three compartment sink only at the Kitchen for reinstallation into the new countertop.

7. Remove all carpet tiles at the main lobby (Room 101) and at the administrative office areas complete. Office partitions shall remain in place during removal and replacement of carpet. Partitions should be able to be “shimmed up” to allow for work to take place. Protect partitions and any built-ins during work.

8. Remove the existing sheet vinyl flooring at the Multi-purpose rooms complete. Only room #’s 121A, 121B, and 121C are applicable. Clean and repair, as applicable, the existing slab prior to the new flooring which is specified and noted below within this scope. Disconnect 3 each electrical floor boxes, pull wires back to the panel, remove from panel, and fill rough-in boxes with concrete or grout flushed with adjacent finish elevation.

9. Remove 8 each electrical light sconces at room 101. Replace sconces with a similar LED type fixture. Please allow the sum of $400.00 per fixture in your bid. This allowance includes the fixture cost only. Provide for labor, tools, equipment, overhead, and profit in your base bid. Submit product information for owner approval/selection prior to ordering the new sconce fixtures.
PAINTING

1. Remove wall covering below chair rail at Multi-purpose rooms 121-A, 121-B, and 121-C. Clean, skim, sand, prime, and apply one additional coat of finish paint.

2. Clean, sand, and prepare all other previously painted walls, trims, soffits, and door frames (hollow metal only) using one finish coat of paint as per attached paint specifications. Assume one accent color at the Art Room wall where bookcase is being removed. Provide a primer and two coats here for bidding purposes.

3. Paint new shoe moulding in Rooms 121A, 121B, and 121C two finish coats. Material shall be primed by others prior to installation.

3. Provide 1 gallon each of finish paint, of each color/type, for attic stock upon final completion.

Cabinetry and Bookcase

1. Where cabinets are removed, provide new cabinets in all areas. Cabinet layout to match existing. Shop drawings are required promptly in an effort to expedite manufacturing and delivery.

2. Basis of Design shall be KCD Manufacturers, Premier Series, Shaker Style, Designer White. Provide new pulls and concealed self-closing hinges and drawer slides to match existing. Finish to be brushed nickel. Number of shelves and drawers shall equal the existing cabinetry.

3. Substitution of manufacturer shall be considered. Please submit the substitution form included in the project manual along with product data for consideration. Approvals or disapprovals shall be
published in the first addendum at least 5 days prior to the bid date.

4. Document existing bookcases size and configuration prior to removal and disposal. Provide shop drawings for a new bookcase that is to be installed in the Computer Lab on the south wall. Bookcase to be construction of AA Oak Plywood and shop finished to match the previous finish on the old bookcase as closely as possible.

5. Protect bookcase finish during installation

Countertops

1. Remove countertops per the demolition notes above.
2. In bathrooms 112 and 114, provide and install new quarts tops with integral sinks. Basis of design is Silestone. Provide shop drawings and standard color selector for all new cabinets and tops for approval prior to ordering. No custom colors are anticipated.
3. Existing plumbing rough-ins are to remain (stops and supply lines)
4. Provide new traps, tail pieces, and new drain assemblies and connect to integral sinks.
5. Provide and install new ADA protection at exposed plumbing, under tops, as per existing.
6. Provide and install new countertop only at Workroom # 116.
7. Provide vanity cabinet and new top at Room 105 Toilet. KCD vanity with Silestone top with integral sink. Request for substitution to Silestone shall be reviewed. Addendum 1 shall either approve or disapprove at least 5 days prior to the bid.
8. Provide new Silestone top, or approved equal, at the new Kitchen Base cabinets. Existing three compartment sink to be reinstalled. Provide new traps and tail pieces.
9. Art Room cabinets to have a new Silestone top with integral double sink.
Plumbing Fixtures

1. Install new fixtures and trims (sink faucets only) at all new integral sinks matching the “spread” of the existing rough-ins to allow for a more simple connection to existing service lines and wastes.
2. Install a new single, fully pivoting, faucet at the Art Room with extension spout capable of reaching the full width of the sink assembly.
3. Provide and install a new Kitchen faucet at the reinstalled Kitchen 3 compartment sink to match existing.
4. All new fixtures shall be brushed nickel and be by 1 manufacturer.
5. Provide shop drawings for approval and for coordination with the countertop/cabinet fabricator/installer.
6. Allow the sum of $3,000.00 for new fixtures. This allowance is for material only. Base bid shall include all labor, tools, equipment, overhead, and profit. If in the case of the fixture allowance being insufficient, a change order will be issued as applicable based on verified fixture costs. Draft contract included in the project manual outlines the Change Order process and add on percentages allowed.

Toilet Partitions and Urinal Screens

1. Install new toilet partitions and urinal screens, in Rooms 112 and 114 respectively, to match the existing configuration.
2. Provide shop drawings and manufacturers standard color chart for approval.
3. Partitions to be overhead braced as per the existing systems.
4. Removal and reinstallations of handicap grab bars, hooks, or other accessories mounted to the partitions shall be salvaged, cleaned and reinstalled upon completion of the new partitions.
5. Basis of Design is Scranton Products (Hiney Hiders) or approved equal. Substitutions will be considered. Use substitute request form previously mentioned. Approval or disapproval shall be published at least 5 days prior to bid.

Flooring

1. Provide new Gerflor REC 60 at Rooms 121A, 121B, and 121 C. Provide color charts for selection prior to ordering.
2. The existing layout shall be matched to the existing. This shall include the border that is currently in place.
3. Allow for at least two finishes to recreate the current layout and the added labor, as applicable, for this type of detailed installation.
4. Requests for substitutions will be accepted using protocols mentioned previously in this scope. All substitutions accepted shall be published in Addendum 1 at least 5 days prior to the bid.
5. Clean new floor system upon completion and provide maintenance instructions with close out documentation.
6. Existing full height partition door systems can be adjusted to raise up slightly to allow for the Gerflor 60 thickness. See sheet A1.1 for detail. Raise only enough for the sweep at door bottoms to maintain contact when opened.
7. Install new shoe moulding to match existing upon completion of the floor work. Prime shoe moulding with one coat of primer. Final finishing included in the painting scope above.
8. Install new carpet tiles in Room 101 and the Administration areas using EF Contract Alfresco or Flourish Weave for the field tiles and MICA II for the border tiles in Room 101, or pre-approved equal based on approval of a substitution request. Include the small closet off of Room 101. New vinyl base shall be installed at all carpeted areas. Provide color samples for selection by user. Base to be 4”. Use pre-molded corners where applicable.
9. Vacuum all new carpet upon completion and leave ready for use.
LOWCOUNTRY SENIOR CENTER

3. Certification by the manufacturer that the products supplied comply with local regulations controlling use of volatile organic compounds (VOCs).

B. Samples for Verification Purposes: Provide samples of each color and sheen of material to be applied, with texture to simulate actual conditions, on representative samples of the actual substrate.

1.05 APPROVED MANUFACTURERS

A. Provide paint products as manufactured by one of the following or approved equal:

1. Sherwin - Williams
2. ICI Dulux Paints
3. Devoe Paints
4. Duron Paints

B. Provide transparent stain products as manufactured by one the following or approved equal:

1. Sherwin - Williams
2. Minwax
3. ICI Dulux Paints

C. Provide water based catalyzed epoxy coating by one of the following or approved equal

A. Sherwin - Williams
B. ICI Dulux Paints
C. Devoe Paints
D. Duron Paints

1.06 DELIVERY AND STORAGE

A. Deliver all materials to the job site in original, new, and unopened packages and containers bearing manufacturer's name and label.

B. Provide labels on each container with the following information:

1. Name or title of material
2. Fed. Spec. number, if applicable
3. Manufacturer's stock number
4. Manufacturer's name
5. Contents by volume, for major pigment and vehicle constituents
6. Thinning instructions
7. Application instruction
ADDENDUM NO. 1
June 10th, 2022

RE: Project LCSC CPM Lowcountry Senior Center

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

TO: Prospective Bidders

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

**PREBID SIGN IN SHEET AND AGENDA IS ATTACHED. ONLY THE FIRMS ON THE SIGN IN SHEET ARE ELIGIBLE TO BID THIS PROJECT.**

**CLARIFICATIONS TO BID DOCUMENTS**

1. Bid date is confirmed to be June 23, 2022. The date in the document of July 23, 2022 is incorrect.
2. The address of the facility is 865 Riverland Drive. The address 864 Riverland Drive, where mentioned, is incorrect.

**SCOPE CLARIFICATIONS AND ADDITIONS**

1. All wallcovering in the large Men’s and Ladies Restrooms shall be removed completely. Skim walls as necessary, sand, prime, and apply 2 coats of finish paint.
2. Remove carpet at Room 103, Staff Office, and replace with carpet tiles specified in the Scope of Work. The users shall remove all office related items, except for, the desk, credenza, and file cabinet(s). GC to remove prior to carpet demolition, cover and protect, and reinstall removed items upon carpet completion.
3. Cabinetry in the Workroom #116 shall be replaced. Scope of Work only referred to new countertop.
4. Movable partitions in the office area #115 are to remain in place and slightly lifted to allow for the carpet tile replacement without the need for dismantling.

END OF ADDENDUM 1
# Pre-Bid Attendance Sheet

**Project:** LCSC CPM  Interior Upfit to the Lowcountry Senior Center  
**Date:** Thursday, June 9th, 2022  8:30 AM  
865 Riverland Drive, Charleston, SC  29412

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Firm or Agency Name</th>
<th>TELEPHONE NO.</th>
<th>EMAIL ADDRESS</th>
<th>GC?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dave Hammer</td>
<td>Date &amp; Enterprises Inc</td>
<td>(843) 364-4279</td>
<td><a href="mailto:dhammer@yahoo.com">dhammer@yahoo.com</a></td>
<td>✓</td>
</tr>
<tr>
<td>Michael L. Dye</td>
<td>CMB Services</td>
<td>803 645-282</td>
<td><a href="mailto:michael@cmbbuild.com">michael@cmbbuild.com</a></td>
<td>✓</td>
</tr>
<tr>
<td>Johnny White</td>
<td>J P Painting &amp; Repairs</td>
<td>843-509-5455</td>
<td><a href="mailto:jwpainting2@yahoo.com">jwpainting2@yahoo.com</a></td>
<td>✓</td>
</tr>
<tr>
<td>Ashen Kumar</td>
<td>MADC Contracting</td>
<td>803-404-1364</td>
<td><a href="mailto:akumar@solidstructure.info">akumar@solidstructure.info</a></td>
<td>✓</td>
</tr>
<tr>
<td>Paul D. Horton</td>
<td>Satchel Court Co</td>
<td>843-684-9250</td>
<td><a href="mailto:pde@satchelconstruction.com">pde@satchelconstruction.com</a></td>
<td></td>
</tr>
<tr>
<td>Nick Gut</td>
<td>H. Mccollum &amp; Sons</td>
<td>843-501-1891</td>
<td>NickE@hmcollum&amp;sons.com</td>
<td></td>
</tr>
</tbody>
</table>

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City of Charleston  
South Carolina  
Department of Parks
## City of Charleston
South Carolina
Department of Parks

### Pre-Bid Attendance Sheet

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</tr>
</thead>
<tbody>
<tr>
<td>Chris Clayton</td>
<td>Infinger Construction</td>
<td>843-200-8924</td>
<td><a href="mailto:infinger@infingerconst.com">infinger@infingerconst.com</a></td>
<td></td>
</tr>
<tr>
<td>Luther Ramsey</td>
<td>Dow Inc</td>
<td>843-830-7624</td>
<td><a href="mailto:luther@dowinc.net">luther@dowinc.net</a></td>
<td></td>
</tr>
</tbody>
</table>

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823 MEETING STREET, CHARLESTON, SC 29403  TEL. (843) 724-7324 FAX (843) 724-7300
City of Charleston
South Carolina
Department of Parks

Pre- Bid Conference Agenda

Project: LCSC CPM Lowcountry Senior Center Upfit
Date: Thursday, June 9th, 2022  8:30 AM
Location of pre-bid conference: 865 Riverland Drive, Charleston, SC 29412

A. Introductions
   1. Project Manager: City of Charleston, Department of Parks – Ed Boinest
   3. Elizabeth Bernat: Director
   4. Alishia Parrish: LCSC Staff
   5. Maggie Burghoff: Project Assistant for Administration

B. Sign-in Sheet
   1. All attendees shall provide the name of the firm they represent on the sign-in sheet. This shall be the same name as shown on their SC Contractors License and on the Bid Form. *Please make this legible. Please provide business cards, if available, in case some of the information on the sign-in sheet is not legible.

C. Project Scope
   1. Project Scope includes interior upfit to the existing facility including, but not limited to, painting, cabinetry and tops, toilet partition replacements, flooring replacements, and associated electrical and plumbing as related to cabinetry and tops. The users shall not occupy the building during the work and the successful low bidder shall coordinate their schedule with the users allowing time for their temporary re-location processes.

D. Plans/Specifications
   1. City of Charleston’s Bidline site
   2. Addenda: Distributed through Bidline.

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

823 MEETING STREET, CHARLESTON, SOUTH CAROLINA 29403. (843)724-7324 PHONE (843)724-7300 FAX
manager. All responses will be made in the form of addenda to the Bid Documents.

F. Bid Opening
   1. Bids will be opened on Thursday, July 23rd, 2022 at 2pm. Location: Department of Parks, 823 Meeting Street, 2nd Floor. Capital Projects Division. Conference Room B. It is the intent of the City to award a Contract for the lowest responsive bid submitted by a responsible Bidder.
   2. Bidders shall not qualify their bid.
   3. Bids sent by mail or other special delivery service (UPS, FED-EX, etc.), should be labeled "Sealed Bid Enclosed" and shall be received at the address indicated prior to the time of the bid opening. Bids not received prior to the time of bid opening shall be rejected as being nonresponsive.
   4. Bidders shall be responsible for having their bid at the designated place for receiving bids no later than the time set for the bid opening. Once the bidding has been declared closed, all late bids, including bids improperly delivered, shall be rejected as being nonresponsive.
   5. Each bid shall have bid security of not less than 5% of the sum of the Base Bid.
   6. The successful Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, each in the full amount of the contract price.
   7. Bidders should verify their ability to comply with all bonding and insurance requirements prior to submitting a bid. Insurance requirements are described in the draft contract.
   8. Bidders shall be licensed in accordance with the requirements of the South Carolina Contractor’s Licensing Board.

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

H. Substitutions
   1. Materials and products listed in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by a proposed substitution.
   2. References in the Bid Documents to the words ‘or equal’ and ‘or approved equal’ shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.
   3. Requests for substitutions must be submitted to the PM in writing by Tuesday, June 14th, 2022 by 5:00 pm. Proof of equality of substitutions is the responsibility of the proposer. The PM’s decision, via the consultants if applicable, to approve or disapprove the requested substitution shall be final.
   4. The PM shall issue an addendum the approved substitutions. Substitution requests not approved by the PM may be listed in an addendum at the PM’s option.

I. Addenda
   1. Addendum 1, will include the list of the attendees and the Pre-Bid Meeting Minutes, will be issued on Friday, June 10th, 2022 by 4:00 PM and posted to Bidline.
   2. No addenda will be issued later than Friday, June 17th, 2022 by 5:00pm. All questions should be submitted in writing to the PM by Thursday, June 16th, 2022 by 4:00 pm.
   3. It is the Bidders responsibility to determine, prior to submitting a bid, that all addenda issued have been received.
J. Time of Contract Performance / Rain Days
   1. The Date of Commencement shall be established in the Notice to Proceed.
   2. Number of calendar days for construction to reach Substantial Completion: Refer to the Instructions to Bidders (90 calendar days).
   3. Number of calendar days to reach Final Completion: Refer to the contract (30 calendar days).
   4. Substantial Completion is considered the ability to use and operate the facility as it is intended. The awarded contractor will be required to complete all work, including punch-list items, and be demobilized in order for the facility to be considered for Final Completion.
   5. The Contractor shall install a rain gauge on-site (not near any irrigation heads) and submit logging information and requested rain days along with Payment Applications for approval each month. Per the contract, 5 rain days per month are anticipated in the contractual completion date. The SWPPP rain gauge is for the benefit of the City and will serve as a back-up to any request for time due to inclement weather.
   6. Per the contract, work schedule is allowed from 7am to 7pm Monday through Friday. Some weekend work may be permitted given approval from the City in advance.

K. Liquidated Damages:
   1. Liquidated Damages in the amount of $1,500.00 per day shall be applied for failure to reach Substantial Completion within the contract time limits, and/or for failure to reach Final Completion within the contract time limits. This is not a penalty, but represents the actual calculated loss of revenue, per day, to the City and Roper.

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

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

N. Minority Business Enterprise Goals
   1. This project is subject to the goals of the City of Charleston’s Minority Business Enterprise program. POC is Mrs. Ruth Jordan, 843-724-7434, at jordanr@charleston-sc.gov
   2. Goals are 20% combined MWBE participation.
   3. The MWBE Program requirements are outlined in five pages within the bid documents. All Bidders must complete and return their Affidavits A & B or Affidavit C.
   4. Failure to include the required MWBE paperwork will render the bid non-responsive.
   5. Mrs. Jordan is a great resource. Please call her if you have any questions or if you need assistance accessing our data base of MWBE registered firms.
6. The successful low bidder shall be required to submit the MWBE reporting form, included in the bid package, each month with the Application for Payment. Ms. Jordan can assist with instructions prior to the first pay application.

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

P. Questions
1. All questions will be answered in writing in the addendum.
2. Questions after the pre-bid conference and during the bidding stage concerning front-end documents should be directed to the PM.
3. The PM will, when necessary, provide answers to questions and other clarifying information to Bidder via addendum.
4. All lines of communication during the bidding stage should be through the PM via email: info@cityofcharleston.com
5. Deadline for questions is Thursday, June 16th, 2022 by 4:00 PM

R. Closing
1. Addendum 1, which will include the list of the attendees and the Pre-Bid Meeting Minutes, will be issued on Friday, June 10th, 2022 no later than 5:00 PM.
2. Everyone must acknowledge receipt of the addendum on their bid form.
3. Remind attendees to sign the sign-in sheet and provide all other requested information on the sign-in sheet before leaving the Pre-bid.
4. Please keep in mind:
   a. Late bids shall be rejected as non-responsive.
   b. Bids without proper bid security or qualified bids shall be rejected as nonresponsive.
   c. Bid ALL alternates included on the Bid Form if applicable. There are currently no alternates.
   d. Ensure your base bid includes all of the allowances as applicable.

S. Additional Site Visits
1. I will work with the users to schedule a day and time for all of you to re-visit the site with your subcontractors or suppliers. I will publish the day and time in Addendum #1 tomorrow. Tentatively, this is planned to be Tuesday morning, the 14th, at 8:30 AM. I will confirm via addendum 1. Please exercise care when walking through today and next Tuesday as the facility is fully in use.

Thanks for your attendance and interest in the City of Charleston
ADDENDUM NO. 2
June 15, 2022

RE: Project LCSC CPM Lowcountry Senior Center

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

TO: Prospective Bidders

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

SCOPE CLARIFICATIONS AND ADDITIONS

1. The existing louvered interior blinds in the three assembly rooms shall be removed, cleaned, protected, and rehung after adjacent painting has been completed. These are factory finished and do NOT need to be included in the painting scope.

2. Include replacement of 10 ceiling tiles throughout the building. Size and type to match existing.

3. Small bathroom off of the gym area shall receive a new top with integral sink. A vanity assembly is not required. Reuse framing and skirt. Re-wrap drain and supply assemblies in damaged during the removal of the existing sink.

4. The 90 day time to substantial completion includes approval time, procurement times, and delivery. Schedule of actual on-site work shall be coordinated with the user and could be phased once delivery dates are confirmed. This would more specifically refer to cabinetry, toilet partitions, and flooring as lead times can’t be determined until approvals granted and orders placed. Successful GC shall be allowed to invoice for materials stored prior to installation.

REQUESTS FOR SUBSTITUTIONS

1. Magnolia Cabinetry has been approved as a manufacturer of the new base cabinets and upper cabinets. 1-571-287-8001

END OF ADDENDUM 2
ADDENDUM NO. 3
June 17, 2022

RE: Project LCSC CPM Lowcountry Senior Center
FROM: City of Charleston Department of Parks
823 Meeting Street
Charleston, SC 29403
TO: Prospective Bidders

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

SCOPE CLARIFICATIONS AND ADDITIONS

1. Remove the wallpaper in Rm 101 below the chair rail assembly, clean, skim, sand, prime, and paint two finish coats.

2. The 90-day contract duration mentioned in the Bid Documents and semi-clarified in Addendum 2 is not expected to encompass all pre-construction and actual construction activities. The successful GC, after approvals of shop drawings and submittals, shall furnish a schedule showing tentative delivery dates for long lead time items. A time extension shall be granted, with no penalty, upon receipt of and review of the schedule. The City and the users shall work with the successful GC on a completion schedule to cause minimal disruption to the facility and to its members. A Notice to Proceed will initiate the receipt of required pre-construction submittals. A notice of actual on-site commencement shall be issued upon receipt of long lead time items with the GC’s schedule determining the approval of the time request. Due to severe supply chain and long lead item fabrication, the City does not desire to invoke any L.D.’s as a penalty in these regards.

3. Stored materials can be invoiced for with the monthly pay requests, regardless is a Notice of Commencement has been issued. Retainage of 10% will apply to all billings until final completion.

END OF ADDENDUM 3
City of Charleston
Bid Form

BID SUBMITTED BY: Name: Satchel Construction, LLC
                           Address: 2020 Cosgrove Ave. N Charleston SC 29405

FOR PROJECT: LCSC-CPM - Lowcountry Senior Center Interior Upfit
         (Number) (Name)

OFFER

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

2. Bidder has submitted Bid Security as follows in the amount and form requested by the Bidding Documents:

   [ ] Bid Bond with Power of Attorney  [ ] Cashier’s Check
   (Bidder check one)

3. Bidder, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related information and data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.

4. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:
   ADDENDUM No.(s) 1, 2, 3

5. Bidder acknowledges that neither the Owner nor any of its employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project cancelled for any reason prior to the issuance of the Notice to Proceed.

6. By submitting this Bid, Bidder hereby agrees to all of the terms and conditions of the Invitation for Construction Bids and to all of the terms and conditions of the Instructions to Bidders. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner. Bidder understands that Bid Alternates that are not accepted in an initial award shall remain open for acceptance for the entire period set above and for such longer period as requested by Owner and agreed to by Bidder.

7. Bidder herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the construction work in accordance with the Bidding Documents:
7.1 BASE BID: $187,040.00

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

| ALTERNATE NO. 1: | N/A | ADD/DEDUCT $ ____ (to or from BASE BID) |
| ALTERNATE NO. 2: | N/A | ADD/DEDUCT $ ____ (to or from BASE BID) |
| ALTERNATE NO. 3: | N/A | ADD/DEDUCT $ ____ (to or from BASE BID) |

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

<table>
<thead>
<tr>
<th>NO.</th>
<th>ITEM</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICE</th>
</tr>
</thead>
</table>
8. BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: 27-2106369
OR
SOCIAL SECURITY NUMBER:

9. CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

GC  
(Classification)  
115822  
(SC Contractor's License Number)  

BD5 / Unlimited  
(Subclassification)  
(Limitations)

SIGNATURE

Satchel Construction, LLC - Jordan Fuller  
(Legal Name of Person, Firm or Corporation Submitting Bid)

(by)  
(Signature)  
6/20/2022  
(Date)

President  
(Title)  
(843) 654-9230 Ext 7  
(Phone)
MWBE Compliance Provisions and Instructions Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston’s Minority Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George St., Charleston SC, 29401, (843) 724-7247.

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

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

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

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

COMPLIANCE REQUIREMENTS:

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


AND

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

OR

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

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

Name of Company: Satchel Construction, LLC

Signature: [Signature]

Print Name: Jordan Fuller

Date: 06/20/2022

President: [Title]

Witness

Revision 07-20-2011
AFFIDAVIT A
City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of _Satchel Construction, LLC_ (Name of Bidder)

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

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

1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. Complete Affidavit A. Page 2.

2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.

3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.

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

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

6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a minority or women-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)

8. Provided MWBE assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.

9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.

10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.

11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

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

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

Date: 06/20/2022  Name of Authorized Officer (Print/Copy): Jordan Fuller

Signature: [Signature]

Title: President
**AFFIDAVIT A**

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

1. **Jordan Fuller**, hereby certify that on this project we contacted the following minority women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trash Court</strong></td>
<td>324 Cypress Gardens, Moncks Corner</td>
</tr>
<tr>
<td>Minority Firm Telephone Number</td>
<td>☑ Follow up Verification</td>
</tr>
<tr>
<td>B435.552.1880</td>
<td>(Women)</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td>☐ African American</td>
</tr>
<tr>
<td>☑ Hispanic</td>
<td>☐ Other</td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td>☑ Asian American</td>
</tr>
<tr>
<td>☐ American Indian</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>South Professional Drywall</strong></td>
<td>B435.552.9870</td>
</tr>
<tr>
<td>Minority Firm Telephone Number</td>
<td>☑ Follow up Verification</td>
</tr>
<tr>
<td>☑ Hispanic</td>
<td>☓ African American</td>
</tr>
<tr>
<td>☐ American Indian</td>
<td>☐ Other</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The Best Painting in the World</strong></td>
<td>B435.364.0044</td>
</tr>
<tr>
<td>Minority Firm Telephone Number</td>
<td>☑ Follow up Verification</td>
</tr>
<tr>
<td>☑ Hispanic</td>
<td>☐ African American</td>
</tr>
<tr>
<td>☐ American Indian</td>
<td>☐ Other</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Hispanic</td>
<td>☐ African American</td>
</tr>
<tr>
<td>☐ American Indian</td>
<td>☐ Other</td>
</tr>
</tbody>
</table>

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

Date: 12/27/20  
Name of Authorized Officer (Print or Type): **Jordan Fuller**  
Signature: [Signature]  
Title: President  
Notary Seal: [Notary Seal]
AFFIDAVIT B

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

Affidavit of Satchel Construction, LLC
(Name of Bidder)
Lowcountry Senior Center Interior Upfit
(Project Name)

I hereby certify that on the contract date of $187,640.00, I will make a good faith effort to expend a minimum of 10% of the total dollar amount of the Contract with minority women-owned business enterprises. Minority women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

<table>
<thead>
<tr>
<th>Name and Phone Number</th>
<th>Minority Code</th>
<th>Work Description</th>
<th>Dollar Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trash (36) 843-557-1580</td>
<td>W</td>
<td>Dumpsters</td>
<td>$1,725.00</td>
</tr>
<tr>
<td>South Provision (36) 843-557-9320</td>
<td>W</td>
<td>Demo / Daywall</td>
<td>$5,389.00</td>
</tr>
<tr>
<td>Broth (36) 843-557-3641</td>
<td>W / H</td>
<td>Pantry</td>
<td>$23,716.00</td>
</tr>
<tr>
<td>000111</td>
<td>W / H</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total MBE Participation: 10% $30,880.00

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

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

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

Date: 6/27/22
Name of Authorized Officer (Print/Type): Jordan Nolan
Signature: [Signature]
Title: President

Sworn to before me this 6 day of June, 2020
My Commission Expires: [Expiration Date]
Print Name:
Phone Number:
Address:

Notary Public for the State of South Carolina
Notary Seal: [Seal]
Commission Expires: 7/27/2023
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Rafteree DEPT. Information Technology
SUBJECT: CISCO SMARTNET ANNUAL MAINTENANCE AGREEMENT
REQUEST: APPROVAL OF ANNUAL MAINTENANCE AGREEMENT RENEWAL WITH CISCO SYSTEMS FROM INTERNETWORK ENGINEERING TO PROVIDE MAINTENANCE FOR ALL CITY NETWORK HARDWARE. STATE CONTRACT # 4400027242.

COMMITTEE OF COUNCIL: Ways & Means DATE: July 19, 2022

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

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

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

If yes, provide the following:

Dept./Div.: IT
Account #: 161000-52206
Balance in Account $1,673,184.69 Amount needed for this item $101,731.95

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

NOTES: Provides hardware and software maintenance, replacement, and advanced problem resolution for all City network infrastructure components required to operate and maintain the City's network (switches, routers, firewalls, access control, wireless networking, email protection and content management)

CFO's Signature: [Signature]
FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
SUBJECT: Renewal Smartnet 2022 881033246

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CON-RENEWAL-ECMU</td>
<td>1</td>
<td>$3,674.00</td>
<td>$3,674.00</td>
</tr>
<tr>
<td>2</td>
<td>CON-RENEWAL-SNTP</td>
<td>1</td>
<td>$40,835.85</td>
<td>$40,835.85</td>
</tr>
<tr>
<td>3</td>
<td>CON-RENEWAL-BITC</td>
<td>1</td>
<td>$10,400.59</td>
<td>$10,400.59</td>
</tr>
</tbody>
</table>

The price, purchase, sale, delivery, and all other matters related to the Cisco products and services listed in this Quote are governed by the terms and conditions of the South Carolina Contract 6440027242. The Customer identified on this Quote ("Customer") agrees that South Carolina Contract 6440027242 and this Quote are the entire agreement and understanding between the parties relating to this Quote. No other terms and conditions shall apply to this Quote, including any additional terms attached to a Customer Purchase Order (PO) or other purchase authorization.

All Purchase Orders or other purchase authorizations pertaining to the products and services listed above must include a reference to the South Carolina Contract 6440027242.

Note: By request, this quote does not include Professional Services.

If you have any questions concerning this quote, please contact Customer Experience: Sandy Bronnert at 704-448-8160 or mthomas@scinet.com.

Total Investment: $55,910.65
Net Due and Shipping

DUE DATE: 90 DAYS
TERMS: 30 DAYS

CUSTOMER'S SIGNATURE
[Signature]
[Name]
[Date]
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor  
FROM: Wes Rafteree    DEPT. Information Technology
SUBJECT: CISCO TELECOMMUNICATIONS SYSTEM ANNUAL MAINTENANCE AGREEMENT
REQUEST: APPROVAL OF ANNUAL MAINTENANCE AGREEMENT RENEWAL WITH INTERNETWORK ENGINEERING TO PROVIDE MAINTENANCE, SUPPORT AND LICENSING FOR ALL CITY VOIP TELECOM SYSTEMS. STATE CONTRACT # 4400016103.

COMMITTEE OF COUNCIL: Ways & Means  DATE: July 19, 2022

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

Information Technology:  Yes  N/A  Signature of Individual Completed  Attachment:  Yes
Procurement:  Yes  No  Attachment:  Yes

FUNDING: Was funding previously approved? Yes  No  N/A  (check all that apply)

If yes, provide the following: Dept./Div.: IT  Account #: 161000-52206
Balance in Account $1,673,184.69  Amount needed for this item $60,493.95

Does this document need to be recorded at the RMC’s Office? Yes  No  (check one)

NOTES: Provides hardware and software maintenance, support, replacement, and licensing renewal for the City's Cisco Voice-over-IP (VoIP) telecommunications system. This agreement switched from an individual year-by-year renewal to a 5-year agreement that will save the City approximately $30,000 in total costs over the 5-year period. Annual cost is $60,493.96 ($55,499.04+tax) for a total 5-year cost of $302,469.80 ($277,495.20+tax). This is for Year 3 of 5.

CFO’s Signature:  [Signature]  FISCAL IMPACT:

Mayor’s Signature:  [Signature]  John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
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Please remit payment to:
Internetwork Engineering
PO Box 636604
Cincinnati, OH 45263-6604

Sales Tax (9.0%)
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Subtotal

Sales Tax (9.0%)

Total

Payments/Credits

Balance Due
# Invoice

**Date**: 6/20/2022  
**Invoice #**: 136053

## Bill To
City of Charleston  
PO Box 853  
Charleston, SC 29402

## Ship To
City of Charleston  
2 George St., Suite 2800  
Information Technology  
Charleston, SC 29401

## Item Details

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<td>Order Notes</td>
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## Financial Details

- **Subtotal**: $55,499.04
- **Sales Tax (9.0%)**: $4,994.91
- **Total**: $60,493.95
- **Payments/Credits**: $0.00
- **Balance Due**: $60,493.95

---

Please remit payment to:  
Internetwork Engineering  
PO Box 636604  
Cincinnati, OH 45263-6604
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: CISCO SECURITY ENTERPRISE AGREEMENT
REQUEST: APPROVAL OF ANNUAL MAINTENANCE AGREEMENT RENEWAL WITH CISCO SYSTEMS FROM INTERNETWORK ENGINEERING TO PROVIDE MAINTENANCE FOR ALL CITY NETWORK SECURITY SYSTEMS. STATE CONTRACT # 4400016103.

COMMITTEE OF COUNCIL: Ways & Means DATE: July 19, 2022

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

Information Technology
Procurement

Yes N/A Signature of Individual Contacted Attachment
K
K
K

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

If yes, provide the following:

Dept./Div.: IT Account #: 161000-52206

Balance in Account $1,673,184.69 Amount needed for this item $52,833.13

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

NOTES: Provides hardware and software maintenance, support, replacement, and licensing renewal for the City's Cisco Security Systems – firewalls, multi-factor authentication and access control. This agreement switched from an individual year-by-year renewal to a 5-year agreement that will save the City approximately $20,000 in total costs over the 5-year period. Annual cost is $52,833.13 ($48,470.76+tax) for a total 5-year cost of $284,165.65 ($242,353.80+tax). This is for Year 3 of 5.

CFO's Signature: Matt, Deputy CFO for Any Work CFO

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

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

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Subtotal: $48,470.76  
Sales Tax (9.0%): $4,362.37  
Total: $52,833.13  
Payments/Credits: $0.00  
Balance Due: $52,833.13

Please remit payment to:  
Internetwork Engineering  
PO Box 636604  
Cincinnati, OH 45263-6604
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: PICTOMETRY AERIAL OBLIQUE IMAGING FOR GIS.
REQUEST: APPROVAL TO PAY FOR UPDATED AERIAL IMAGING FOR GIS DATA FROM SOLE SOURCE VENDOR BAGLEVIE.
COMMITTEE OF COUNCIL: Ways & Means DATE: July 19, 2022

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

Information Technology [X] N/A [ ] Signature of Individual Contacted [ ] Attachment [X]
Procurement [X] [ ] [ ] [ ]

FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]
If yes, provide the following:
Dept./Div.: IT/GIS Account #: 162000-52206
Balance in Account: $55,554.71 Amount needed for this item: $42,317.07

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

NOTES: This payment represents the City of Charleston's piece of the total as a joint process with Charleston County as a joint imaging flight for the Pictometry oblique aerial image sets.

CFO's Signature: [Signature]
FISCAL IMPACT:

Mayor's Signature: [Signature] John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:30AM THE DAY OF THE CLERK'S AGENDA MEETING.
SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Information Technology

PRODUCT: Oblique & Orthogonal Aerial Imagery

REQUISITION NUMBER: PR 22013

VENDOR: Pictometry International, Corp.

DATE: May 11, 2022

1. Please state the use for this/these product(s).
   The Pictometry aerial images are used by many departments including IT/GIS, Police, Fire, Planning, Preservation & Sustainability, Public Service, and Parks for day-to-day work and special projects.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.
   No

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research. This is a joint contract with Charleston County to obtain these images at a lower cost. This is year three of a three flight six-year contract.

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

   YES or NO  X

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

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

SIGNATURE  Robert Hauck  TITLE  GIS Director
**INVOICE**

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**Bill To**

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<th>City</th>
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<tr>
<td>City of Charleston</td>
<td>2 George Street</td>
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<td>Charleston, SC 29401</td>
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**Customer ID**  | **PO Number**  | **Payment Terms** | **Sales Rep** | **Shipping Method** |
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**Pr222013**

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<td>Leased Products/Services</td>
<td>Due at First Anniversary of Shipment of Imagery</td>
<td>$38,823.00</td>
</tr>
</tbody>
</table>

---

| Subtotal                 | $38,823.00 |
| Tax                      | 0.00       |
| Freight                  | 0.00       |
| Miscellaneous            | 0.00       |
| **Total Due this invoice**| $38,823.00 |

Thank you for choosing Pictometry as your service provider.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Rafteree DEPT. Information Technology
SUBJECT: GETAC MOBILE DATA TERMINALS (MDT'S)
REQUEST: APPROVAL TO PURCHASE GETAC MDT'S FROM NEWCOM FOR POLICE DEPARTMENT VEHICLES. TIPS CONTRACT #200105.
COMMITTEE OF COUNCIL: Ways & Means DATE: July 19, 2022

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

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

FUNDING: Was funding previously approved? Yes [x] No [ ] N/A [ ] [ ]
If yes, provide the following: Dept./Div.: IT Account #: 062022-52740

Balance in Account Lease-Purchase Amount needed for this item $131,725.41

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

NOTES: Provides thirty (34) Mobile Data Terminals (x33 semi-rugged laptops, x1 semi-rugged tablets) for Police vehicles to replace existing, aged and failing units. LEASE-PURCHASE.

CFO's Signature: Mike, Dep't CTO for Army units CTO
FISCAL IMPACT: 20% Lease Purchase

Mayor's Signature: John J. Tecklenburg, Mayor

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

Ship To Name: City of Charleston Dept of Information Technology
Ship To: 2 George St, Charleston, SC 29401
Contact Name: Lin Beets
Phone: (843) 805-3222
Quote Number: 00007344
Quote Name: City of Charleston - Police
Created Date: 8/30/2022
Expiration Date: 7/15/2022
Prepared By: Kristine Loomer
Email: kristine@newcomglobal.com

Terms
Payment Terms: Net 30
Shipping Method: FedEx
Shipping Terms: Ground

NOTE: Actual shipping costs will be added to the invoice

TIPS CONTRACT #200105

Item Pricing

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Product Code</th>
<th>Product</th>
<th>Product Description</th>
<th>Sales Price</th>
<th>Line Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>33.00</td>
<td>S410</td>
<td>Getac Laptop</td>
<td>S410 G2 - I7-8550U, 14&quot; (NO WEBCAM), WIN10 64+8GB, 128GB SSD, SR LCD+TS, BACKLIT KB+ NON-FIPS CROSSMATCH FINGERPRINT READER, WIFI+BT+GPS+GOBI+PASSTHRU, SD CARD READER, TPM 2.0, -21C, IP52, 3 YR LTD WARRANTY</td>
<td>$3,550.00</td>
<td>$117,150.00</td>
</tr>
<tr>
<td>1.00</td>
<td>FP47T6WA1CX5</td>
<td>Getac F110</td>
<td>F110 G6 - Intel Core i7-1165G7 Processor, Windows Hello Webcam, Microsoft Windows 10 Pro x64 with 16GB RAM, 512GB PCIe SSD, Sunlight Readable (Full HD LCD+ Touchscreen+Hard Tip stylus), US Power Cord, Rear Camera, WIFI+BT+4G LTE(EM7551),w/integrated GPS/Glonass+Passsthrough, HF RFID, 3 Year B2B Warranty</td>
<td>$3,699.00</td>
<td>$3,699.00</td>
</tr>
</tbody>
</table>

Subtotal: $120,849.00
Total Price: $120,849.00
Tax: $10,876.41
Grand Total: $131,725.41

If you would like to proceed with the order, please sign below and email/fax back to our office along with a purchase order. To accept this quotation, sign here and return: ________________________________

NEWCOM Wireless Services, LLC, 575 Washington Street, Pembroke, MA 02359 | 781-826-7999 (P) | 781-826-7131 (F)
THANK YOU FOR YOUR BUSINESS!
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds
DEPT: Police Department
SUBJECT: VEHICLE UPHF
REQUEST: Approval to process an increase of the existing contract from $200,000.00 to $240,000.00 with Dana Safety, 4601 Broad River Road, Columbia, SC 29210. Solicitation #20-P040R

COMMITTEE OF COUNCIL: Ways & Means DATE: July 19, 2022

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

Corporate Counsel N/A
Cap. Proj. Cmte. Chair N/A
Police Department X
Procurement Director X

Signature of Individual Contacted
Attachment

FUNDING: Was funding previously approved? Yes ☐ No X N/A ☐
If yes, provide the following: Dept./Div.: 200000 Account #: 52023
Balance in Account # Amount needed for this item $40,000.00

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

NEED: Identify any critical time constraint(s).

CFO’s Signature: Matt H, Dep’t CFO
FISCAL IMPACT:

Mayor’s Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
June 21, 2022

Gary Cooper, Director
Procurement Division
City of Charleston

Gary,

As you are aware from our previous discussions, Dana Safety, the vendor that provides equipment installation for new police vehicles, has requested price increases for some of their goods and services. For this fiscal year, two of those items are the cost to ship the vehicles from Columbia to Charleston and the cost of materials and labor to apply undercoating to the vehicles. Additionally, there are some additional partitions needed in the Tahoe for the Warrants Division and the three Ford F150 Responders for patrol.

The current contract with Dana Safety is capped at $200,000. To date, the quotes that I have received from Dana Safety amount to $212,000. I expect some additional cost increases moving forward into FY2023.

You mentioned that an increase in the cap needs to go before City Council. I suggest increasing the cap to $240,000. Please let me know if you need any additional information from me.

Thank you,

Scott G. Newsome, Director
Fleet Operations, Infrastructure, and Air Ops
Department of Police
City of Charleston
April 14, 2021

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

Re: BIDS AND PURCHASES

Dear Ms. Wharton:

The Committee on Ways and Means and City Council, at their respective meetings on April 13, 2021, approved the following items in Bids and Purchases:

POLICE DEPARTMENT: ACCOUNT: 200000-52023 APPROPRIATION: $200,000.00
Approval to establish a contract for vehicle uplift for the Police Dept. from Dana Safety Supply, 4601 Broad River Road, Columbia, SC 29210. Solicitation #20-P040R. Approval of this also approves a budget transfer of $142,962 from 200000-58015 to 200000-52023. (Gary Cooper, two (2) originals; Amy Wharton, one (1) original; Clerk’s Office, one (1) original).

POLICE DEPARTMENT: ACCOUNT: 051448-58005 APPROPRIATION: $50,044.50
Approval to purchase Bullet Recovery System for Forensics from Team Fabrication, Inc., 1055 Davis Road, West Falls, NY 14170. Solicitation #21-P005R.

POLICE DEPARTMENT: ACCOUNT: 200000-52023 APPROPRIATION: $87,687.99
Approval to purchase lighting, flasher and speaker kits to outfit 2021 Ford Explorers from Campbell-Brown, Inc., 1131 White Horse Rd., Greenville, SC 29604. SC Contract #4400025321.

POLICE DEPARTMENT: ACCOUNT: 241010-58010 APPROPRIATION: $48,500.00
Approval to purchase two (2) 2021 Ford Ranger R1E 4x2 vehicles from Vic Bailey Ford, 501 E. Daniel Morgan Ave. Spartanburg, SC 29302. SC Contract #4400022488.

PUBLIC SERVICE: ACCOUNT: 062021-58010 APPROPRIATION: $247,600.00
Approval to purchase a 2021 Freightliner 114SD 6x4 Chassis w/ new Vac-Con Titan Sewer Truck from Southern Vac. 1520 Pineview Rd., Columbia, SC 29209. Sourcewell Contract #122017. Funding from 2021 Lease Purchase.

INFORMATION TECHNOLOGY: ACCOUNT: 161000-52206 APPROPRIATION: $47,948.83
Approval to renew annual maintenance and support for the Tyler-Energov “Assist” support service. Sole source. This purchase renews annual maintenance and support for the Energov Assist support service for the City’s Government Management System (GMS) that includes Business Licensing, Permitting, Inspections, Asset Management, Work Order Management, Customer Request Management, Code Enforcement, Digital Plan Submittal, Mobile Field Operations and Mobile Citizen Interfacing.
INFORMATION TECHNOLOGY: ACCOUNT: 161000-52206 APPROPRIATION: $690,468.82
Approval to renew Microsoft Enterprise Agreement for City computers and servers through SHI. State Contract #4400017751. This licensing renewal is required to maintain licensing for all Microsoft computer and server operating systems as well as applications software (Windows Desktop Operating Systems, Office Applications, Network Active Directory, Database software, Exchange/Email, Windows Server OS, Mobile Device Management, and related cyber security) for current licensing and future upgrade requirements.

Sincerely,

Jennifer Cook

Jennifer B. Cook
Clerk of Council

JBC/ad
Enclosures: As Stated

c: Tom O'Brien (w/o original)
   Ben Dellucci (w/o original)
   Wes Ratterree (w/o original)
   Chief Luther Reynolds (w/o original)
   Matt Frohlich (w/o original)
   Gary Cooper (w/o original)
MEMORANDUM

TO: Board of Directors
FROM: Robin W. Mitchum, Deputy Director of Finance and Administration
SUBJECT: FY22/23 Proposed Budget
DATE: June 8, 2022

Please find attached the FY22/23 Proposed FY23 Budget for your consideration.

Revenues

A detailed explanation of line-item changes are as follows:

- Fare and contract revenues have been decreased based on average and estimated receipts.
- Contract Service revenues for MUSC have increased based on average and estimated receipts.
- Local contributions are funds received from local organizations for shelter construction. These contributions are recorded as incurred.
- Federal revenue includes estimated 5307 Urban funds, 5310 Enhanced Mobility for Seniors & individuals with disabilities, and 5307 CARES Act and ARP Act funds. CARTA receives funds as a direct recipient from FTA and Pass-Through funds from the BCDCOG. Capital funds are reflected in the capital revenues budget. The decrease in Federal funding is a reflection of the timing of expenditures and availability of funds.
- Sales Tax – Charleston County is the operating funds. The matching requirements for capital are reflected the capital revenues budget line item.
- Insurance proceeds is policy proceeds that are the result of accidents.
- Sale of Assets is the proceeds from the sale of vehicles. These funds are recorded as received.

Expenditures

A detailed explanation of line-item changes are as follows:

- Staff Salaries & Benefits is the cost of Retiree Insurance.
- Supplies includes office and facility maintenance supplies. The increase is due to anticipated cost of rebranding materials and signage.
- Printing is increased for estimated rebranding materials.
- Dues/Memberships is increased for the increased membership fee for TASC (SCAMI).
- Office Equipment Maintenance includes IT services (managed server services, email hosting, website management, and other general IT services), Camera system maintenance, and AVL
software maintenance. The decrease is anticipated expenditures for CAD/ITS/AVL service agreements.

- Rent includes the Ashley Phosphate Park & Ride Lot, Dorchester Village Shopping Center Park & Ride Lot, Leeds Avenue lot lease from SCE&G, SC Works Trident lease space, and document storage. The increase is the cost of the lease agreement for the Ashley Phosphate Park & Ride lot.
- Communications is increased for the average cost of internet/telephone services.
- Utilities includes electric and water at the Superstop, Melnick Park and Ride, the Radio Shop at Leeds Avenue, and the charging stations at Leeds Avenue. Utilities are increased for the estimated electricity needed for charging stations.
- Professional services are being increased for estimated custodial services at the Melnick Park & Ride facilities.
- Contract Services is increased for Shared IGA services that includes management, administrative, financial, customer service, cash counting, marketing, advertising, maintenance costs, engineering, and professional services. The increase is inclusive of the Route Study.
- Fixed Route costs are forecasted to increase as a result of increased hourly service cost and increased services, such as changes to Route 10 and Route 32.
- Security services decreased to remove the Leeds Avenue parking lot security.
- Rebranding services and Electric Bus Master plan have been removed. We anticipate the service contracts to be concluded this fiscal year.
- Facility maintenance is decreased based on average and estimated expenditures.
- Insurance is increased as a result of the addition of new shelters, buses, and charging stations.
- Fuel is reduced as we anticipate incorporating electric buses into the fleet.
- Paratransit Service is forecasted to increase as a result of increased in the hourly service cost.
- Non-Capitalized assets include the items such as security equipment including cameras, lighting, shelter panels/parts, driver safety barriers, COVID-19 PPE, air filtration systems, and radio equipment. The budget line item is decreased to estimated expenditures.

**Capital Expenditures (Balance Sheet)**

- Rolling Stock is decreased to the amount of rolling stock that we anticipate receiving next fiscal year.
- Bus Facilities/Charging stations is decreased to anticipated expenditures for the fiscal year.
- Facilities Construction is funds anticipated for Shipwatch Square.
- Security Cameras and Equipment is funds available to purchase security equipment at our facilities and on rolling stock.
- Capital (IT, Facility Repairs/Maint) is for the facility upgrades or repairs.

We will monitor the budget to ensure revenues and expenditure remain aligned and we will make recommended revisions as necessary.

If you have any questions, please contact me at 843-529-2126 or robinm@bcdcog.com.
CARTA
Proposed FY2023 Budget Revision

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Approved Budget FY 2022</th>
<th>Proposed Budget FY 2023</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Farebox</td>
<td>1,264,265</td>
<td>1,264,265</td>
<td>-</td>
</tr>
<tr>
<td>Passes &amp; Mobile Ticketing</td>
<td>451,134</td>
<td>451,134</td>
<td>-</td>
</tr>
<tr>
<td>COC Shuttle</td>
<td>417,104</td>
<td>417,104</td>
<td>-</td>
</tr>
<tr>
<td>MUSC</td>
<td>738,389</td>
<td>753,157</td>
<td>14,768</td>
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<tr>
<td>City of Charleston - DASH</td>
<td>640,492</td>
<td>640,492</td>
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<tr>
<td>Local Contributions</td>
<td>77,565</td>
<td>-</td>
<td>(77,565)</td>
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<tr>
<td>Federal</td>
<td>12,735,187</td>
<td>7,846,622</td>
<td>(4,888,565)</td>
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<tr>
<td>State Mass Transit Funds</td>
<td>563,757</td>
<td>563,757</td>
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<tr>
<td>Sales Tax - Charleston County</td>
<td>7,558,383</td>
<td>12,632,345</td>
<td>5,073,962</td>
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<tr>
<td>Advertising</td>
<td>700,000</td>
<td>700,000</td>
<td>-</td>
</tr>
<tr>
<td>Interest</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Insurance Proceeds</td>
<td>118,754</td>
<td>100,000</td>
<td>(18,754)</td>
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<tr>
<td>Sale of Asset</td>
<td>10,000</td>
<td>-</td>
<td>(10,000)</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>64</td>
<td>-</td>
<td>(64)</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td><strong>25,275,094</strong></td>
<td><strong>25,368,876</strong></td>
<td><strong>93,782</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Salaries &amp; Benefits</td>
<td>8,034</td>
<td>8,334</td>
<td>300</td>
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<tr>
<td>Supplies</td>
<td>100,000</td>
<td>190,000</td>
<td>90,000</td>
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<tr>
<td>Printing</td>
<td>20,000</td>
<td>25,000</td>
<td>5,000</td>
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<tr>
<td>Automotive</td>
<td>1,000</td>
<td>1,000</td>
<td>-</td>
</tr>
<tr>
<td>Postage</td>
<td>2,085</td>
<td>2,085</td>
<td>-</td>
</tr>
<tr>
<td>Dues/Memberships</td>
<td>1,500</td>
<td>2,500</td>
<td>1,000</td>
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<tr>
<td>Office Equipment Rental</td>
<td>105,687</td>
<td>105,687</td>
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</tr>
<tr>
<td>Office Equipment Maintenance</td>
<td>612,649</td>
<td>599,953</td>
<td>(12,696)</td>
</tr>
<tr>
<td>Rent</td>
<td>32,800</td>
<td>33,350</td>
<td>550</td>
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<tr>
<td>Communications</td>
<td>184,185</td>
<td>166,847</td>
<td>2,602</td>
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<tr>
<td>Utilities</td>
<td>180,674</td>
<td>313,674</td>
<td>133,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>17,500</td>
<td>17,500</td>
<td>-</td>
</tr>
<tr>
<td>Professional Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auditing</td>
<td>24,800</td>
<td>24,800</td>
<td>-</td>
</tr>
<tr>
<td>Legal</td>
<td>7,500</td>
<td>7,500</td>
<td>-</td>
</tr>
<tr>
<td>Custodial</td>
<td>23,480</td>
<td>25,542</td>
<td>2,062</td>
</tr>
<tr>
<td>Pilot Ride Program</td>
<td>25,000</td>
<td>25,000</td>
<td>-</td>
</tr>
<tr>
<td>Other</td>
<td>110,000</td>
<td>110,000</td>
<td>-</td>
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<tr>
<td>Contract Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Route</td>
<td>14,067,168</td>
<td>14,266,085</td>
<td>198,917</td>
</tr>
<tr>
<td>Money Transport</td>
<td>7,500</td>
<td>7,500</td>
<td>-</td>
</tr>
<tr>
<td>Security Services</td>
<td>198,521</td>
<td>116,066</td>
<td>(82,455)</td>
</tr>
</tbody>
</table>
## CARTA
**Proposed FY2023 Budget Revision**

<table>
<thead>
<tr>
<th></th>
<th>Approved Budget</th>
<th>Proposed Budget</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY 2022</td>
<td>FY 2023</td>
<td></td>
</tr>
<tr>
<td>Rebranding</td>
<td>68,520</td>
<td>-</td>
<td>(68,520)</td>
</tr>
<tr>
<td>Electric Bus Master Plan</td>
<td>301,164</td>
<td>-</td>
<td>(301,164)</td>
</tr>
<tr>
<td>Vehicle Maintenance</td>
<td>170,000</td>
<td>170,000</td>
<td>-</td>
</tr>
<tr>
<td>Facility Repair &amp; Maintenance</td>
<td>40,812</td>
<td>33,805</td>
<td>(7,007)</td>
</tr>
<tr>
<td>Operating Fees &amp; Licenses</td>
<td>27,500</td>
<td>37,000</td>
<td>9,500</td>
</tr>
<tr>
<td>Insurance</td>
<td>998,340</td>
<td>1,198,340</td>
<td>200,000</td>
</tr>
<tr>
<td>Fuel</td>
<td>1,751,008</td>
<td>1,217,827</td>
<td>(533,181)</td>
</tr>
<tr>
<td>Paratransit</td>
<td>2,587,469</td>
<td>2,723,873</td>
<td>136,404</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>5,500</td>
<td>5,500</td>
<td>-</td>
</tr>
<tr>
<td>Interest</td>
<td>56,210</td>
<td>50,550</td>
<td>(5,660)</td>
</tr>
<tr>
<td>Non-Capitalized Assets</td>
<td>252,372</td>
<td>165,939</td>
<td>(86,433)</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>25,275,094</td>
<td>25,368,876</td>
<td>93,782</td>
</tr>
</tbody>
</table>

**Excess (Deficit) of Revenues Over (Under) Expenditures**

|                              | -               | -               | -        |

### Capital Revenues

<table>
<thead>
<tr>
<th></th>
<th>Approved Budget</th>
<th>Proposed Budget</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rolling Stock</td>
<td>15,112,124</td>
<td>383,482</td>
<td>(14,728,642)</td>
</tr>
<tr>
<td>Bus Facilities/Charging Stations</td>
<td>3,488,425</td>
<td>354,570</td>
<td>(3,133,855)</td>
</tr>
<tr>
<td>Bus Shelter Construction/Bench Install</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Security Cameras/Equipment</td>
<td>176,225</td>
<td>204,411</td>
<td>28,186</td>
</tr>
<tr>
<td>Facilities Construction</td>
<td>-</td>
<td>7,675,353</td>
<td>7,675,353</td>
</tr>
<tr>
<td>Sales Tax - Charleston County</td>
<td>5,321,867</td>
<td>704,655</td>
<td>(4,617,212)</td>
</tr>
<tr>
<td><strong>TOTAL CAPITAL EXPENDITURES</strong></td>
<td>24,098,641</td>
<td>9,322,471</td>
<td>(14,776,170)</td>
</tr>
</tbody>
</table>

### Capital Expenditures

<table>
<thead>
<tr>
<th></th>
<th>Approved Budget</th>
<th>Proposed Budget</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rolling Stock</td>
<td>19,036,032</td>
<td>479,353</td>
<td>(18,556,679)</td>
</tr>
<tr>
<td>Bus Facilities/Charging Stations</td>
<td>4,320,000</td>
<td>380,754</td>
<td>(3,939,246)</td>
</tr>
<tr>
<td>Bus Shelter Construction/Bench Install</td>
<td>500,000</td>
<td>500,000</td>
<td>-</td>
</tr>
<tr>
<td>Security Cameras/Equipment</td>
<td>225,323</td>
<td>262,011</td>
<td>36,688</td>
</tr>
<tr>
<td>Facilities Construction</td>
<td>-</td>
<td>7,675,353</td>
<td>7,675,353</td>
</tr>
<tr>
<td>Capital (IT, Facility Repairs/Maint)</td>
<td>17,286</td>
<td>25,000</td>
<td>7,714</td>
</tr>
<tr>
<td><strong>TOTAL CAPITAL EXPENDITURES</strong></td>
<td>24,098,641</td>
<td>9,322,471</td>
<td>(14,776,170)</td>
</tr>
</tbody>
</table>
## Proposed Detailed Budgeted Expenditures
### FY 2022/2023

<table>
<thead>
<tr>
<th>Category</th>
<th>Approved Budget FY 2022</th>
<th>Proposed Budget FY 2023</th>
<th>Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Salaries &amp; Benefits</strong></td>
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COMMITTEE / COUNCIL AGENDA

TO:     John J. Tecklenburg, Mayor
FROM:   Dale Morris                          DEPT.   Resiliency & Sustainability
SUBJECT: SC DHEC SOLID WASTE REDUCTION & RECYCLING GRANT: CATEGORY 1
REQUEST: To accept the 2023 SC DHEC Solid Waste Reduction & Recycling
grant in the amount of $12,000 to purchase composting equipment,
supplies, and public outreach materials to support the City's
composting program.

COMMITTEE OF COUNCIL: W&M                    DATE: 7/19/22

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

Corporate Counsel   Yes  N/A  Signature of Individual Contacted  Attachment
Resiliency Div.      ✔   ✔   Dale T. Morris
Grants Manager       ✔   ✔   Dale T. Morris

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

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

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

NEED: Identify any critical time constraint(s).

CFO's Signature:  ☐
FISCAL IMPACT:

No city match required.

Mayor's Signature:  John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
June 30, 2022

John Tecklenburg  
City of Charleston  
80 Broad Street  
Charleston, SC 29401

The Office of Solid Waste Reduction and Recycling is pleased to inform you that City of Charleston has been awarded a FY23 Solid Waste Grant. Attached, please find the original grant agreement. This must be signed and returned to our Office within ten (10) days.

Please pay particular attention to section I.B. Scope of Work in the grant agreement. This section details the expenses that can be reimbursed. In addition, note carefully the information contained in section I.F. Grantee's Responsibilities and section II. Standard Terms and Conditions. These sections provide guidelines specific to this grant program.

As a reminder, all items, other than contractor costs, must be requisitioned, purchased or procured no later than 90-days prior to the close of the grant. In addition, all expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. Approval requests for public education/promotional materials must be submitted to the Office no later than December 1, 2022.

To accept the offer of this award, please print and sign the grant agreement then return the pdf of your signed grant agreement to our office via email. You may not begin work under the terms of your grant until the office is in possession of the signed grant agreement. The office will send you an email notification when we receive the signed grant agreement. Please send the pdf of your signed grant agreement to my attention at SWGRANTS@dhec.sc.gov.

Congratulations on your award. Please call me at 803-898-1324 if you have questions concerning this or any other grant. We look forward to working with you this coming year.

Respectfully,

Alexandra Miller
SOLID WASTE MANAGEMENT
GRANT AGREEMENT

Section 44-96-130, S.C. Code of Laws

GRANT NOTIFICATION INFORMATION

Grantee: City of Charleston
80 Broad Street
Charleston, SC 29401

Grant Number: 10.01SW23

Grant Execution Date: Upon the final signature
on this grant agreement.

Grant Ending Date: June 30, 2023

Grant Amount: $12,000.00

Authorized Representative: John Tecklenburg
(843) 724-3737
tecklenburgj@charleston-sc.gov

Contact Person: Katie McKain
2 George Street
Charleston, SC 29041
(843) 724-3789
mckaink@charleston-sc.gov

Financial Officer: Amy Wharton
116 Meeting Street
Charleston, SC 29401
(843) 724-3710
whartona@charleston-sc.gov
DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

GRANT AGREEMENT

I. SCOPE OF SERVICES STATEMENT

A. INTRODUCTION

The Department of Health and Environmental Control (DHEC), Office of Solid Waste Reduction and Recycling (hereinafter referred to as the Office), is the administrative agency for solid waste management projects approved for expenditure of funds under the Solid Waste Management Grant Program. The Solid Waste Management Grant Program was mandated under the South Carolina Solid Waste Policy and Management Act of 1991. City of Charleston submitted to the Office on or about April 2, 2022 an application for Solid Waste Management grant funds.

A maximum of $12,000.00 inclusive of all costs will be granted for this project to the government of City of Charleston (hereinafter referred to as the Grantee).

B. SCOPE OF WORK

Funds will be used to purchase composting equipment and supplies for the City's composting program and for public outreach material.

All purchases made under the scope of the grant, with the exception of contractor costs and professional development, must be requisitioned, purchased or procured no later than 90-days prior to the end of the grant, unless otherwise approved by the Office.

BUDGET:
Solid Waste General Recycling: $12,000.00
Total Solid Waste Awarded: $12,000.00

Funds for public education will be used for promotional activities to include design, printing, and distribution of materials. All expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. Approval requests must be submitted to the Office no later than December 1, 2022.

Local government staff will ensure that all materials collected in this program are recycled or reused. End markets and total annual tonnages for all materials collected as a result of this grant will be reported in the quarterly progress reports.

C. EFFECTIVE DATES

The term of this grant is upon the date of the final signature through June 30, 2023. Grantees may apply for two 90-day extensions. Extensions must be requested in writing and approved by the Office thirty days before the end of the Grant period. Allowable costs may be charged to this agreement only during the term of this agreement.

D. REPORTING REQUIREMENTS

1. The Grantee shall submit Quarterly Progress Reports in accordance with the timeline detailed below. Quarterly Progress Report forms will be provided by the Office. Quarterly reports shall be submitted beginning October 15, 2022 and the 15th of the month after each quarter ends thereafter.

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<tr>
<td>1</td>
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<td>October 15</td>
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<tr>
<td>2</td>
<td>Oct. 1 – Dec. 31</td>
<td>January 15</td>
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<tr>
<td>3</td>
<td>Jan. 1 – Mar. 31</td>
<td>April 15</td>
</tr>
<tr>
<td>4</td>
<td>Apr. 1 – June 30</td>
<td>July 15</td>
</tr>
</tbody>
</table>
2. The Grantee shall submit an Annual Progress Report in accordance with the South Carolina Solid Waste Policy and Management Act of 1991 detailing the tonnages of recyclable materials recovered.

3. The Grantee must submit the appropriate reports as required under the guidelines of the South Carolina Solid Waste Policy and Management Act of 1991 to participate in the program. All recycling projects must be consistent with the county or region plan submitted to DHEC.

4. The Grantee shall keep accurate records regarding the amount of materials recovered and recycled. The Grantee shall include this information in the progress reports.

E. PAYMENTS

1. Payment will be made on a reimbursement basis. All reimbursements must be requested with the reimbursement request form, which will be supplied by the Office. Detailed invoices and documentation must accompany each reimbursement request. Reimbursements will be made in accordance with the recipient's approved budget requirements as submitted and approved herein. Reimbursements shall not be requested until the goods have been delivered to the Grantee or the services have been provided, unless otherwise approved by the Office.

2. Reimbursement of the Grantee’s travel expenses, including room and board, incurred in connection with the services under this grant agreement will be limited to the standard rates for State employee travel in effect during the period of this grant agreement and will be included within the maximum amount of the grant agreement.


The State of South Carolina's standard rate for hotels will be at the established federal Government Services Administration rate or below for the area of travel. These rates can be found at http://www.gsa.gov.

The Grantee must submit lodging receipts showing a zero balance when seeking reimbursement. Out-of-state travel is eligible for reimbursement only if approved in advance in writing. The request for approval must include a breakdown of all proposed travel expenses including, but not limited to, airfare, registration, and lodging and an explanation of how the travel is related to the activities described in the Scope of Services.

3. All final reimbursement requests must be made within forty-five (45) days of the end of the grant period. At the end of the 45-day period, the grant will be closed and no additional reimbursements will be allowed. Failure to comply with the terms of this agreement shall result in refusal of reimbursement of grant funds to the Grantee.

4. NO INTEREST OR LATE FEES – No interest or late payment charges will be paid except as provided by S.C. Code Section 11-34-35, which provides Grantee's exclusive means of recovering any type of interest from DHEC. Grantee waives imposition of interest penalty unless the invoice submitted specifies that the late penalty is applicable. DHEC shall not otherwise be liable for the payment of interest on any debt or claim arising out of or related to this grant agreement for any reason.

F. GRANTEE'S RESPONSIBILITY

1. The Grantee shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this grant. The failure or omission
of the Grantee to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this grant.

2. The Grantee will be required to assume sole responsibility for the complete effort as required by this grant. The Office will consider the Grantee to be the sole point of contact with regard to grant matters.

3. The Grantee shall be responsible for the procurement, installation, operation, and overall execution of the project herein referenced. The Grantee may enter into agreements or contracts with municipalities, county governments or other independent entities to perform any task specified in the Scope of Work.

4. The Grantee shall not provide any DHEC grant funds to private sector recycling programs unless specifically contracting for goods or services.

5. Obligations on any outstanding Solid Waste Management Grant must be fulfilled before any reimbursements are made on a new Solid Waste Management Grant unless otherwise approved by the Office.

6. All professional development must be pre-approved by the Office in order to qualify for reimbursement. The Professional Development Approval Form (travel) will be provided by the Office.

7. All signs and educational material must be pre-approved by the Office prior to production or printing. Draft signs and educational material must be submitted using the Promotional/Educational Approval Verification Form supplied by the Office. The Office reserves the right to deny reimbursement for any material that has not been pre-approved. Approval for activities described in the grant application does not constitute approval of specific educational materials.

8. The Grantee must provide documentation that the local government owns or has a signed lease agreement for any land that may be used in conjunction with the project before any equipment can be purchased.

II. TERMS AND CONDITIONS
A. MINORITY BUSINESS: To the extent Grantee must subcontract services or purchase materials for performance under this Grant, Grantee must make positive efforts to use small and minority owned businesses or individuals.

B. SUBCONTRACTORS: Grantee shall not subcontract any of the work or services covered by this grant without DHEC’s prior written approval.

C. ASSIGNMENT: The Grantee cannot assign or transfer the grant or any of its provisions without DHEC’s written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of the Grantee is considered an assignment.

D. AMENDMENTS: This grant may only be amended by written agreement executed by both parties.

E. RECORDKEEPING, AUDITS, & INSPECTIONS: The Grantee shall create and maintain adequate records to document all matters covered by this grant. The Grantee shall retain all such records for six (6) years or other longer period required by law after termination, cancellation, or expiration of the end Grant, and make records available for inspection and audit at any time DHEC deems necessary. If any litigation, claim, or audit has begun but is not completed at the end of the six-year
period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Grantee shall allow DHEC to inspect facilities and locations where activities under this Grant are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this grant with no further obligation on the part of DHEC.

The Grantee must dispose of records containing DHEC confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by the Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.

F. TERMINATION:
1. DHEC may terminate this Grant by providing thirty (30) calendar days written notice of termination of the Grantee. DHEC funds for this grant are payable from State fees. If funds are not available to DHEC to pay the charges or fund activities under this grant, it shall terminate without any further obligation by DHEC upon written notice to the Grantee. Unavailability of funds will be determined in DHEC's sole discretion. DHEC has no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this grant.
2. DHEC may terminate this grant for cause, default or negligence on the Grantee's part at any time without thirty (30) days advance written notice. DHEC may, at its option, allow the Grantee a reasonable time to cure the default before termination.
3. The Office shall have the right to terminate a grant award and demand refund of grant funds for non-compliance with federal, state or local regulations, the terms of the grant award or these guidelines. The Office shall declare the local government or region ineligible for further participation in the program until the local government or region complies with the regulations, the terms of the grant award or these guidelines.

G. NON-DISCRIMINATION: No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this grant on the grounds of race, religion, color, sex, age, national origin, disability, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.

Grantee that administer or provided DHEC programs, activities, and services are required to adopt policies and procedures that ensure individuals with disabilities are provided with an equal opportunity to participate and equally effective communication when accessing any DHEC-funding programs, activities, and services.

H. INSURANCE: During the term of this grant, the Grantee will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect the Grantee from the types of claims which may arise out of or result from the Grantee's activities under the grant and for which the Grantee may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and/or malpractice insurance covering any professional services to be performed under the grant, and general liability insurance. If coverage is claims-based, the Grantee must maintain in force and effect any "claims made" coverage for a minimum of two years after the completion of all work or services to be provided under the grant. The Grantee may be required to provide DHEC with satisfactory evidence of such coverage. If Grantee is a South Carolina governmental body, it may satisfy this requirement by maintaining insurance through the S.C.
Insurance Reserve Fund as provided by South Carolina law. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.

I. DRUG FREE WORKPLACE: By signing this grant, the Grantee certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S.C. Code of Laws, Section 44-107-10 et. Seq. as amended.

J. STANDARD OF CARE: The Grantee will perform all services under this agreement in a good and workmanlike manner and with at least the ordinary care and skill customary in the profession or trade. The Grantee and the Grantee's employees will comply with all professional rules of conduct applicable to the provision of services under the grant.

K. NON-INDEMNIFICATION: LIMITATION ON TORT LIABILITY: Any term or condition of this Grant or any related agreements is void to the extent it: (1) requires DHEC to indemnify, hold harmless, defend, or pay attorney's fees to anyone for reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, equitable indemnification, or any other theory or claim.

L. RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or of the other's employees, or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this grant. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this grant agreement. Grantee's employees are not and shall not be considered DHEC employees.

M. CHOICE OF LAW: The grant agreement, any dispute, claim, or controversy relating to the grant agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the state of South Carolina, except its choice of law rules.

N. DISPUTES: All disputes, claims, or controversies relating to the Agreement and subject to the South Carolina Procurement Code, S.C. Code Section 11-35-10 et seq., shall be resolved in accordance with Article 17 of the Procurement Code, §§ 11-35-4210 through -4430. Other claims must be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Agreement, the Grantee consents to jurisdiction in South Carolina and to venue pursuant to this Agreement. The Grantee agrees that any act by DHEC regarding the Agreement is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution, and is not a consent to the jurisdiction of any court or agency of any other state.

O. DEBARMENT: The Grantee certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of grants by any state, federal or local agency. This certification is a material representation of fact upon which reliance was place when entering in this grant. If it is later determined that the Grantee knowingly or in bad faith rendered an erroneous certification, DHEC may terminate the grant for cause in addition to other remedies available.

P. SERVICE OF PROCESS: The Grantee consents to service of process by certified mail (return receipt requested) to the address provided as the Grantee's Notice Address herein, or by personal
service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.

Q.  NOTICE: All notices under this grant agreement may be given by personal delivery, fax or email (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and Email numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

City of Charleston
John Tecklenburg
80 Broad Street
Charleston, SC 29401
tecklenburgj@charleston-sc.gov

SC DHEC – Land and Waste Management
Richard Chesley
2600 Bull Street
Columbia, SC 29201
1-800-768-7348
swgrants@dhec.sc.gov

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person’s successor, if known, at the same address, or by mail to the named person’s office.

R.  COMPLIANCE WITH LAWS: The Grantee shall comply with all applicable laws and regulations in the performance of this grant agreement.

S.  THIRD PARTY BENEFICIARY: This grant is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this agreement as a third party beneficiary or otherwise.

T.  INSOLVENCY, BANKRUPTCY, AND DISSOLUTION: (a) Notice. The Grantee shall notify DHEC in writing within five (5) business days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) calendar days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of State contracts against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this grant. (b) Termination. This grant is voidable and subject to immediate termination by DHEC upon the Grantee’s insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, or ceasing to do business.

U.  SEVERABILITY: The invalidity or unenforceability of any provision of this grant shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

V.  WAIVER: DHEC does not waive any prior or subsequent breach of the terms of this grant by making payments on the grant, by failing to terminate the grant for lack of performance, or by failing to enforce any term of the grant. Only the DHEC Contracts Manager has actual authority to waive any of DHEC’s
rights under this grant. Any waiver must be in writing.

W. PLACE OF CONTRACTING. This Agreement is deemed to be negotiated, made, and performed in the state of South Carolina.

X. ATTACHMENTS/ENTIRE AGREEMENT: Any attachments, addenda or other materials attached to the grant agreement are specifically incorporated into and made part of this grant agreement. This grant with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this grant and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The terms of this grant without those attachments take priority over an conflicting or inconsistent terms of any other document, invoice, or communication between the parties, even if attached to the grant.

Y. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE: DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or grantee shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other “whistleblower” statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and DHEC's policies and procedures regarding false claims may be obtained from the DHEC’s Contracts Manager or Bureau of Business Management.

Any employee, agent or contractor of DHEC who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.

If the Grantee or Grantee's agents or employees have reason to suspect FWA in DHEC programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC, 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. The Grantee is required to inform the Grantee's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency. The Grantee must also inform the Grantee's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

Z. OTHER REPRESENTATIONS OF GRANTEE: The Grantee represents and warrants:
   (a) Grantee has the professional, technical, logistical, financial, and other ability to perform its obligations under this Agreement.

   (b) Grantee’s execution and performance of this Agreement do not violate or conflict with any other obligation of Grantee.

   (c) Grantee has no conflict of interest with its obligations under this Agreement.
(d) Grantee has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.

(e) Grantee has not previously been found in breach or default of any government contract, and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government contract, except as disclosed on an exhibit to the grant.

(f) Grantee is not and has not been subject to a Corporate Integrity Agreement within the last seven years, except as disclosed on an exhibit to this grant.

AA. COUNTERPARTS AND FACSIMILE SIGNATURES: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile, scanned, or electronically entered handwritten signature to this Agreement shall be deemed an original and binding upon the signing party.

BB. SURVIVAL: Clauses which by their nature require performance or forbearance after the Grant period will survive termination, cancellation, or expiration of the Grant unless expressly provided otherwise in the Grant or an amendment.

CC. TIME: Unless specified otherwise: (a) “days” in this Grant means calendar days; (b) in computing any period of time prescribed or allowed by this Grant, the day of the event from which the designated period of time begins to run is not included; (c) if the final day of the designated period falls on a Saturday, Sunday or legal holiday for the state or federal government, then the period shall run to the end of the next business day.

DD. NO ENDORSEMENT: Nothing in this agreement may be interpreted to imply that the State of South Carolina or DHEC endorses any product, service, or policy of Grantee. Grantee will not take any action or make any statement, or request DHEC take any action or make any statement, that suggests or implies such an endorsement. Grantee shall not publish any comments or quotes by State employees or include the State in either news releases or a published list of customers, without the prior written approval of the DHEC Contracts Manager.

EE. EQUIPMENT:
1. Equipment and/or supplies having a value of $1,000.00 or greater will remain the property of the Grantee.
2. Equipment is defined as items of a permanent nature that can be used continuously and with a useful life of at least two years, and a cost of $1,000.00 or greater. Transportation, installation charges and sales tax on equipment are a part of the cost of equipment.
3. Equipment purchased is to be utilized for the full manufacturer’s life expectancy and maintained per manufacturer’s recommendations.

FF. LICENSE/ACCREDITATION: The Grantee represents and warrants that the Grantee and Grantee’s employees and/or agents who will perform services under this grant currently hold in good standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this grant, and the Grantee has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. Grantee and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during the term of this grant. Grantee will immediately notify DHEC if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of Grantee or Grantee’s employees or agents providing or performing services under this Contract.
GG. RECORDS RETENTION:
1. Records with respect to all matters covered by this grant agreement shall be retained by the Grantee for six (6) years after the end of the grant period, and shall be available for audit at any time such audit is deemed necessary by DHEC. If an audit has begun but is not completed at the end of the six-year period, the records shall be retained until resolution of the audit findings.

2. The Grantee must maintain a file with copies of related documents including, but not limited to, copies of the application and the grant agreement, all expenditure information, vouchers, receipts, solicitation notices, contracts, subcontracts, leases, travel and public education preapprovals, agreements and legal documents for inspection and review by the Office.

HH. PROCUREMENT:
1. All purchases of goods and services shall be made according to the established procurement policy of the Grantee, provided that its procurements conform with the South Carolina Procurement Code Guidelines. If the Grantee has no established procurement policy, it must follow the South Carolina Procurement Code guidelines, Sec. 11-35-1550. The Grantee's procurement policy may be reviewed to assure that it is as restrictive as these standards and that it provides fair and open competition.

2. Sole source justifications must conform with the South Carolina Procurement Code Guidelines, Sec. 11-35-1560, Sole Source Procurement.

3. The grantee shall procure products and materials with recycled content where practicable. The decision not to procure such items shall be based on a determination that such procurement items are not available within a reasonable period of time, fail to meet performance standards or are only available at a price that exceeds by more than seven and one-half percent the price of alternative items.

II. CONFLICT OF INTEREST:
Personnel or other officials connected with this grant shall adhere to the requirements given below.

1. Advice: No official or employee of a local government or of non-government subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in any proceeding, application, request for a ruling or other determination, contract, cooperative agreement, claim, controversy or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization with which he is involved or negotiating with, has a financial interest.

No DHEC employee shall participate in the completion of, be responsible for, participate personally through decision, approval, disapproval, the completion of the application, or be directly involved or responsible for the implementation of the grant project.

2. Appearance: In the use of these grant funds, officials or employees of local governments and non-government subgrantees shall avoid any action which might result in or create the appearance of:
   a) Using his official position for private gain;
   b) Giving preferential treatment to any person;
   c) Losing complete independence or impartiality;
   d) Making an official decision outside official channels, or
   e) Affecting adversely the confidence of the public in the Integrity of the State government or the program.

JJ. REIMBURSEMENTS TO DHEC: In the event Grantee fails to perform the services described herein and has previously received financial assistance from DHEC, Grantee shall reimburse DHEC to the
full extent of payments made. However, if the services described herein are partially performed, and Grantee has previously received financial assistance from DHEC, Grantee shall proportionally reimburse DHEC for payments made.

KK. COPYRIGHT: Ownership of all copyrightable or patentable subject matter developed, created, or invented under this agreement shall belong to DHEC. To the extent permitted under federal copyright law, any such copyrightable work shall be considered a work made for hire. To the extent any such work may not be considered a work made for hire under federal copyright law, Grantee irrevocably assigns and agrees to assign all right, title, and interest in such work to DHEC. Grantee irrevocably assigns and agrees to assign all right, title, and interest in any invention or other patentable subject matter to DHEC. Grantee shall execute without additional compensation any additional documents DHEC may reasonably require to effectuate or perfect such rights, including, without limitation, additional assignments, copyright registration applications, patent applications, affidavits, and other documents and instruments.

LL. OFFER AND ACCEPTANCE
The state of South Carolina, acting by and through the Department of Health and Environmental Control (DHEC), hereby offers assistance to the local government of City of Charleston for all allowable costs incurred up to and not exceeding $12,000.00.

DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL (DHEC):

Myra Reese
Director of Environmental Affairs

BY AND ON BEHALF OF THE DESIGNATED LOCAL GOVERNMENT:

(The Grantee's authorized representative, the financial representative and contact person must sign the grant instrument and return the original to the Office.)

Signature of Authorized Representative

Signature of Contact Person

Signature of Financial Officer

Date

Date

Date
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS - SC DEPARTMENT OF PARKS, RECREATION & TOURISM
REQUEST: To accept a grant award in the amount of $5,685 from SC PRT Tourism Advertising Grant Program to support the 2022 MOJA Festival

COMMITTEE OF COUNCIL: W&M DATE: July 19, 2022

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

Corporate Counsel Yes N/A Signature of Individual Contacted Attachment
Cap. Proj. Cmte. Chair
Office of Cultural Affairs
Grants Manager

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

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Mattress, CFO for Any Add'l, CFO

FISCAL IMPACT:
The match amount was waived by South Carolina Department of Parks, Recreation & Tourism

Mayor's Signature: John J. Tecklenburg, Mayor

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

2022-2023 Tourism Advertising Grant
South Carolina Department of Parks, Recreation, and Tourism

<table>
<thead>
<tr>
<th>Organization: City of Charleston Office of Cultural Affairs</th>
<th>Vendor #:</th>
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<tbody>
<tr>
<td>Project Name: City of Charleston Office of Cultural Affairs</td>
<td>Project #: 2023013</td>
</tr>
<tr>
<td>Project Director: Scott Watson</td>
<td>PRT Contact: Becky Moore</td>
</tr>
<tr>
<td>Phone: (843)720-3885</td>
<td>Phone: ()</td>
</tr>
<tr>
<td>Fax:</td>
<td>Fax: ()</td>
</tr>
<tr>
<td>Email: <a href="mailto:westaons@charleston-sc.gov">westaons@charleston-sc.gov</a></td>
<td>Email:</td>
</tr>
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</table>

TAG Funds Approved: $5,686.00
Applicant Spend Requirement: $17,227.27
Start-Up Date: July 01, 2022
Completion Date: June 30, 2023
Match Rate: 33%

<table>
<thead>
<tr>
<th>County</th>
<th>Approved Items</th>
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</thead>
<tbody>
<tr>
<td>Charleston</td>
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<tr>
<td></td>
<td>Radio</td>
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<tr>
<td></td>
<td>Digital - Display</td>
</tr>
</tbody>
</table>

ITEMS REQUIRE APPROVAL BY YOUR PRT COORDINATOR PRIOR TO ANY PRODUCTION.

I, the undersigned, certify that I will administer the Tourism Advertising Grant (TAG) Project as outlined in the TAG Guidelines and further agree that these monies will be expended only for those items approved for funding as indicated above. In addition, expenditures and activities associated with this project will be in accordance with all federal and state laws pertaining to non-discrimination based on race, color, religion, sex, national original, age, or physical handicap.

______________________________
Signature of Project Director

Signature of Becky Moore, Manager of Industry Relations

75 Calhoun ST
Charleston, SC 29401

Date: 6/14/22

OFFICIAL DOCUMENT
1205 Pendleton Street - Columbia, South Carolina 29201, USA (803) 734-1342, FAX (803) 734-1163
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS – NATIONAL ENDOWMENT FOR THE ARTS
REQUEST: To apply for grant in the amount of $50,000 from the National Endowment for the Arts to support public art initiatives in the second half of 2023 and the first half of 2024.

COMMITTEE OF COUNCIL: W&M DATE: July 19, 2022

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

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
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<tr>
<td>Office of Cultural Affairs</td>
<td>X</td>
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<tr>
<td>Grants Manager</td>
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</table>

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

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

NEED: Identify any critical time constraint(s). This grant application will be submitted on July 19, 2022, as access to the NEA online portal is not yet available and the agenda has been set for City Council's July meeting.

CFO's Signature: [Signature]

FISCAL IMPACT: A 1:1 City match is required. Funding to meet match requirement has been included in FY23 budget request.

Mayor's Signature: [Signature] John J. Tecklenburg, Mayor

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

TO: City Council
CC: Cherrie-Ann Caton, Grants Compliance Manager
FROM: Scott Watson, Director of Cultural Affairs
DATE: Monday, July 11, 2022
RE: Application to National Endowment for the Arts

The Office of Cultural Affairs is in the process of applying for grant assistance from the National Endowment for the Arts. If awarded, these funds will be used to support public art initiatives in the second half of 2023. Access to the online portal for the full application will not be available until after the agenda has been approved and routed for the July meeting of W&M/City Council.

The OCA requests permission to submit the attached SF-424 submission to the NEA for approval at Ways & Means to apply for the grant; a full copy of the submitted application can be provided to Clerk of Council and presented to City Council in the event that the grant application is successful and we request permission to accept the award. If successful, a 1:1 City match will be required.
Confirmation

Thank you for submitting your grant application package via Grants.gov. Your application is currently being processed by the Grants.gov system. Once your submission has been processed, Grants.gov will send email messages to advise you of the progress of your application through the system. Over the next 24 to 48 hours, you should receive two emails. The first will confirm receipt of your application by the Grants.gov system, and the second will indicate that the application has either been successfully validated by the system prior to transmission to the grantor agency or has been rejected due to errors.

Please do not hit the back button on your browser.

If your application is successfully validated and subsequently retrieved by the grantor agency from the Grants.gov system, you will receive an additional email. This email may be delivered several days or weeks from the date of submission, depending on when the grantor agency retrieves it.

You may also monitor the processing status of your submission within the Grants.gov system by clicking on the “Track My Application” link listed at the end of this form.

Note: Once the grantor agency has retrieved your application from Grants.gov, you will need to contact them directly for any subsequent status updates. Grants.gov does not participate in making any award decisions.

IMPORTANT NOTICE: If you do not receive a receipt confirmation and either a validation confirmation or a rejection email message within 48 hours, please contact us. The Grants.gov Contact Center can be reached by email at support@grants.gov, or by telephone at 1-800-518-4726. Always include your Grants.gov tracking number in all correspondence. The tracking numbers issued by Grants.gov look like GRANTXXXXXXXXX.
If you have questions please contact the Grants.gov Contact Center: support@grants.gov 1-800-518-4726 24 hours a day, 7 days a week. Closed on federal holidays.

The following application tracking information was generated by the system:

**Grants.gov Tracking Number:** GRANT13675847

**UEI:** DFAMMXJFS5E3

**Submitter's Name:** Scott Watson

**CFDA Number:** 45.024

**CFDA Description:** Promotion of the Arts Grants to Organizations and Individuals

**Funding Opportunity Number:** 2022NEA01GAP2

**Funding Opportunity Description:** NEA Grants for Arts Projects 2, FY2023

**Agency Name:** National Endowment for the Arts

**Application Name of this Submission:** City of Charleston Office of Cultural Affairs

**Date/Time of Receipt:** Jul 06, 2022 07:57:18 PM EDT

**TRACK MY APPLICATION** – To check the status of this application, please click the link below:


It is suggested you Save and/or Print this response for your records.
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Frank Newham / Andrew Jones DEPT. Stormwater Management
SUBJECT: LOW BATTERY SEAWALL REPAIRS-PHASE III CHANGE ORDER #1
REQUEST: Approval of Change Order #1 in the amount of $221,680.00 with Gulf Stream Construction Company, Inc., for additional polyurethane injection needed to fill more voids found in the ground compared to previous phases of the project.

<table>
<thead>
<tr>
<th>COMMITTEE OF COUNCIL:</th>
<th>Ways &amp; Means</th>
<th>DATE:</th>
<th>July 19, 2022</th>
</tr>
</thead>
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**COORDINATION:** This request has been coordinated with: *(attach all recommendations/reviews)*

<table>
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<tr>
<th>CPR Committee Chair</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
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</thead>
<tbody>
<tr>
<td>Corporate Counsel</td>
<td>☑</td>
<td></td>
<td>Amy Wharton</td>
<td></td>
</tr>
<tr>
<td>Stormwater Mgt Director</td>
<td>☒</td>
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<td></td>
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<tr>
<td>MBE Manager</td>
<td></td>
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</table>

**FUNDING:** Was funding previously approved? Yes ☑ No ☐ N/A ☐
If yes, provide the following: Dept/Div Stormwater Mngmt. Acct # 051160-58240
Balance in Account $221,680.00 Amount needed for this item $221,680.00
Project Number CP1526

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

CFO's Signature: Amy Wharton

**FISCAL IMPACT:** Approval of Change Order #1 will increase the construction contract by $221,680.00 (from $21,496,256.00 to $21,717,936.00). Funding sources for this project are: Hospitality Funds ($17,077,901.53), Municipal Accommodations Tax Funds ($15,651,479.68), Charleston County Accommodations Tax Fees ($400,000.00), CWS Contributions ($4,874,746.00) and 2022 Hospitality Revenue Bond ($37,417,402.35).

Mayor's Signature: John J. Tecklenburg, Mayor

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

PROJECT: 221803 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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$21,496,256.00</td>
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<tr>
<td>Change by Previously Approved Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>Contract Amount prior to this Change Order</td>
<td>$21,496,256.00</td>
</tr>
<tr>
<td>Amount of this Change Order</td>
<td>$221,680.00</td>
</tr>
<tr>
<td>New Contract Amount, including this Change Order</td>
<td>$21,717,936.00</td>
</tr>
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3. Adjustments in Contract Time:

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<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Original Date for Substantial Completion</td>
<td>10/11/2023</td>
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<tr>
<td>Change in Days by Previously Approved Change Orders</td>
<td>0 Days</td>
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<tr>
<td>Change in Days for this Change Order</td>
<td>0 Days</td>
</tr>
<tr>
<td>New Date for Substantial Completion</td>
<td>no change</td>
</tr>
</tbody>
</table>

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

Johnson, Mirman & Thompson, Inc.
Architect/Engineer
235 Magrath Darby Boulevard,
Suite 275
Mt. Pleasant, SC 29464

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

City of Charleston
Owner
80 Broad St
Charleston, SC 29401

Signature

By: Laura E. Boisclair
Date: 03/29/2022

By: Paul Capps
Date: 06/23/2022

By: John J. Tecklenburg

§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>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Urethane Injections</td>
<td>40,000</td>
<td>LB @ $8.00/LB</td>
<td>$320,000.00</td>
</tr>
<tr>
<td>2</td>
<td>15% Markup</td>
<td>1</td>
<td>LS</td>
<td>$48,000.00</td>
</tr>
<tr>
<td>3</td>
<td>1% Markup for Additional Bond Cost</td>
<td>1</td>
<td>LS</td>
<td>$3,680.00</td>
</tr>
</tbody>
</table>

**TOTAL** $371,680.00

- 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
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Frank Newham / Andrew Jones DEPT. Stormwater Management
SUBJECT: LOW BATTERY SEAWALL REPAIRS-PHASE IV FEE AMENDMENT #11
REQUEST: Approval of Fee Amendment #11 with Johnson, Mirmiran & Thompson in the amount of $48,718.00 for the conceptual study development relevant to the next phase of the Low Battery Seawall from King St. to South Battery (~1,200 lf).

COMMITTEE OF COUNCIL: Ways & Means DATE: July 19, 2022
COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

<table>
<thead>
<tr>
<th>CPR Committee Chair</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
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<tr>
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<td></td>
<td></td>
<td>J. Wharton</td>
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<tr>
<td>Stormwater Mgt Director</td>
<td>X</td>
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<tr>
<td>MBE Manager</td>
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</tr>
</tbody>
</table>

FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]
If yes, provide the following: Dept/Div Stormwater Mgmt Acct # 051160-58238
Balance in Account $48,718.00 Amount needed for this item $48,718.00
Project Number CP1526

NEED: Identify any critical time constraint(s).

CFO's Signature: J. Wharton

FISCAL IMPACT: Approval of Fee Amendment #11 will increase the professional service contract by $48,718.00 (from $3,705,852.36 to $3,754,570.36). Funding sources for this project are: Hospitality Funds ($17,077,901.53), Municipal Accommodations Tax Funds ($15,651,479.68), Charleston County Accommodations Tax Fees ($400,000.00), CWS Contributions ($4,874,746.00) and 2022 Hospitality Revenue Bond ($37,417,402.35).

Mayor's Signature: [Signature] John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M. THE DAY OF THE CLERK'S AGENDA MEETING.
City of Charleston
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 1200lf along Murray Blvd. Please see attached proposal from JMT dated June 20th, 2022.

2. Adjustments to the Contract Sum:

<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Original Contract Sum</td>
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<td>Change by Previously Approved Contract Amendments</td>
<td>$2,863,471.05</td>
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<tr>
<td>Contract Sum prior to this Contract Amendment</td>
<td>$3,705,852.36</td>
</tr>
<tr>
<td>Amount of this contract Amendment, complete</td>
<td>$48,718.00</td>
</tr>
<tr>
<td>New Contract Sum, including this Contract Amendment</td>
<td>$3,754,570.36</td>
</tr>
</tbody>
</table>

3. Adjustments in Contract Time:

<table>
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<tr>
<td>Change in Days for this Contract Amendment</td>
<td>0</td>
</tr>
<tr>
<td>New Date for Contract Completion</td>
<td>August 31, 2023</td>
</tr>
</tbody>
</table>

ARCHITECT/ENGINEER: Johnson, Mirmiran & Thompson, Inc. (JMT)  
(Date): 6/27/2022

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 1200ft 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.

1. 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, Mirrman, and Thompson

[Signatures]

Ryan Mattie, PE
Senior Associate

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

**Lead Design Firm:** JMT  
**Project:** Addendum for Strategy 2 Conceptual Renderings for Phase IV (Whitepoint Garden)  
**Low Battery Seawall Rehabilitation Project**  
**Project No:** 14-1139-008

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<td>TASK 2: CITY DESIGN COORDINATION</td>
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<td>TASK 3: WHITEPOINT GARDEN STRATEGY 2 CONCEPTUAL DESIGN OPTION</td>
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<td>SUBTOTAL - Basic Design Services</td>
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<tr>
<td>35</td>
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<tr>
<td>36</td>
<td>SUBTOTAL - Design Services During Construction</td>
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<tr>
<td>37</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>
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Matthew Fountain DEPT. Stormwater Management
SUBJECT: SC CONSERVATION BANK (SCCB) - GRANT APPLICATION SUBMISSION
REQUEST: To approve the submission of a SCCB grant application requesting $300,960 in grant funds and a City match of $75,240 for a total grant budget of $376,200 to support property acquisition activities of the Barberry Woods Drainage Improvement Project on Johns Island.

COMMITTEE OF COUNCIL: W&M DATE: July 19, 2020

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

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Director of Stormwater</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grant Writer</td>
<td>X</td>
<td></td>
<td>Sarah Hager</td>
<td></td>
</tr>
</tbody>
</table>

FUNDING: Was funding previously approved? Yes [ ] No [X] N/A [ ]
If yes, provide the following: Dept./Div.: SW Mgmt Proj Mgmt Account #: 050366-53015

Balance in Account: * Amount needed for this item: $75,240.00

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

NEED: Identify any critical time constraint(s).
The application is due by July 31st, 2022.

CFO’s Signature: ____________________________

FISCAL IMPACT:
The match is not required, but it is recommended to be competitive. The proposed City match is an 80/20 cost-share and is available from the Drainage Fund.

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

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

Street Address: ____________________________

City: ____________________________

State: ____________________________

Zip Code: ____________________________

What is the corporate structure?

☐ Sole Proprietor  ☐ LLC  ☐ General Partnership

☐ Limited Partnership  ☐ C Corporation  ☐ S Corporation

☐ Government  ☐ Nonprofit  ☐ Other:

Applicant

Name of Organization: ____________________________

FEIN: ____________________________

Authorized Agent Name: ____________________________

Email Address: ____________________________

Daytime Telephone: ____________________________

Mailing Address: ____________________________

Street Address: ____________________________

City: ____________________________

State: ____________________________

Zip Code: ____________________________

County

County Administrator: ____________________________

Email Address: ____________________________

Mailing Address: ____________________________

Street Address: ____________________________

City: ____________________________

State: ____________________________

Zip Code: ____________________________

Municipality (if applicable)

Municipality Administrator: ____________________________

Email Address: ____________________________

Mailing Address: ____________________________

Street Address: ____________________________

City: ____________________________

State: ____________________________

Zip Code: ____________________________

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 #(#): ____________________________
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)

Total Acres: ____________________________
Total Non-Forested Agriculture/Open Lands: ____________________________
Total Upland Forested: ____________________________
Total Forested Wetlands: ____________________________
Total Ponds/Lakes/Other Wetlands: ____________________________
Frontage on Creeks or Rivers: ____________________________

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: ____________________________

   a. If applicable, please describe any intentions to transfer ownership of the property to another entity. Note: For fee simple acquisitions, if the Applicant does not disclose any 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)

b. 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.

2. Who will be responsible for enforcing any conservation easements or other restrictions on this property at the close of the subject real estate transaction?

   Name of Organization: ____________________________
   
   Authorized Agent Name: ____________________________
   
   Contact Information: ____________________________

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:
   - Subdivision: Owner reserves right to subdivide the property [ ] time(s), creating [ ] future parcel(s).
   - Structures: 
   - Commercial Timber: 
   - Other: 

6. Please describe the resources available to the Applicant to permanently uphold the conservation purposes of the subject project. (100 words)

Purchase Contract or Letter of Intent: Please ATTACH a copy of the letter of intent or purchase contract that reflects the transaction contemplated in this 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.

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 grant will be contingent upon 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 whole or in part to the SCCB. The sale proceeds will be credited to the SCCB in proportion to the cash consideration 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 within 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:____________________
Applicant Questions

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 completed 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 a rare, relatively undisturbed or outstanding example 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 archeological significance.

Cultural and Historic Resources: The Parcel contains known or likely sites of significant historic or cultural value. For example, Parcel:
contains cultural resources such as a historic forest, mill site, or tar kiln.
contains other historic or archaeological resources such as Native American sites, historic structures or historic sites
other (please explain)

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 extent 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 for hiking, cycling and horseback riding trails.
   - 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
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://scchbank.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 request? $

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, it is expected that the property will affording public access for a term of no less than ten years. In order to qualify under the Bank's project ranking system, it must be legally binding for a term of no less than ten years. A written 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 loss of similar properties in the near vicinity. (200 words)

Unique Opportunity

Describe the unique opportunity this project affords to meaningfully advance the SCCB’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?  
   - YES [ ]  
   - NO [ ]

   If yes, indicate which entity owns the lien and the amount of the corresponding note:

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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 §48-59-10 et. seq.

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**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 have contributed over $1,000 to this project, including market 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 or additional stewardship expenses?

YES ☐  NO ☐

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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.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Matthew Fountain DEPT. Stormwater Management
SUBJECT: APPROVAL OF A CONSTRUCTION CONTRACT FOR WAPPOO CREEK DR
REQUEST: To approve a construction contract for $43,890.00 with First
Construction Management, LLC. Funds are available within the FY22 Small Project Allocation.

COMMITTEE OF COUNCIL: W&M DATE: July 19th, 2022

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

Corporate Counsel
Yes ☑ N/A ☐ Signature of Individual Contacted

Director of Stormwater ☑ ☐

FUNDING: Was funding previously approved? Yes ☑ No ☐ N/A ☐
If yes, provide the following:
Dept./Div.: 193010 Account #: 52240
Balance in Account ☐ Amount needed for this item $43,890.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:
The $43,890.00 is available within the Stormwater Operations Budget.

Mayor's Signature: John J. Tecklenburg, Mayor

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

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 a loud.

PROJECT DESCRIPTION: The Work will include the installation of approximately 36 LF of replacement 3’ wide concrete valley gutter, 16 LF of replacement standup 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 should immediately contact the Engineer in writing and request clarification. The Engineer will clarify the intent of the Documents and/or correct such error, discrepancy, conflict, or omission, and will notify all Bidders by Addendum in cases where the extent of work or the cost thereof will be appreciably affected. No allowance will be made after Bids are received for oversight by a Bidder.

11. EXAMINATION OF SITE: Each Bidder shall visit the site of proposed work and fully acquaint himself with conditions relating to construction and labor so he may fully understand facilities, difficulties, and restrictions attending execution of work under contract. By executing the Agreement, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents.

12. INFORMATION NOT GUARANTEED: All information given on the Drawings or in the Contract Documents relating to subsurface conditions, existing structures, location of utilities, sewer inverts, or other information on existing facilities, is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Bidders.

It is agreed and understood that the Owner does not warrant or guarantee that the conditions, pipes, or other structures encountered during construction will be the same as those indicated on the Drawings or in the Contract Documents. The Bidder must satisfy himself regarding the character, quantities, and conditions of the various materials and the work to be done.

It further is agreed and understood that the Bidder or the Contractor will not use any of the information made available to him or obtained in any examination made by him in any manner as a basis or ground of claim or demand of any nature, against the Owner or the Engineer, arising from or by reason of any variance which may exist between the information offered by the actual
Wappoo 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:
Wappoo Creek Place Drainage Improvement Project

19.1 If the Bid is on a form other than that furnished by the Owner; or if the form is altered or any part detached.

19.2 If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning.

19.3 If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

19.4 If the Bid does not contain a price for each item listed.

19.5 If the Bid does not contain the aggregate of the Bid, obtained by adding the extended amounts of the various items, if applicable.

19.6 If the Bid contains obviously unbalanced Bid prices.

19.7 If there is reason to believe that any Bidder is interested in more than one Bid on the same project or that there has been collusion among the Bidders.

20. DISQUALIFICATION OF BIDDERS: More than one Bid from an individual, a firm or partnership, a corporation or any association, under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder is interested as a principal in more than one Bid for the work contemplated will cause the rejection of all Bids in which such Bidder is believed to be interested. Any or all Bids will be rejected if there is reason to believe that collusion exists among the Bidders. Contracts will be awarded only to responsible Bidders capable of performing the class of work contemplated within the time specified, and having sufficient resources and finances to carry on the work properly.

21. ACCEPTANCE OR REJECTION OF BIDS: The Owner reserves the right to reject any and all Bids when such rejection is in the interest of the Owner; to reject the Bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the Bid of a Bidder who is not, in the opinion of the Engineer, in a position to perform the Contract. The Owner also reserves the right to waive any informalities and technicalities in Bidding. The Owner may also accept or reject any of the alternates that may be set forth on the Bid.

22. METHOD OF AWARD: Unless all Bids are rejected, the Contract will be awarded to the lowest responsive, responsible Bidder for the 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, Cty, Gdy, WLY
Expiration Date 10/31/22
City of Charleston Business License No. BL-07189-03-2022
SECTION 01140

BID

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

FROM: First Construction Management
   1003 E. Hobees Rd.
   Hanahan SC 29410
   Phone 843-647-7489

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:

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<thead>
<tr>
<th>Addendum No.</th>
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<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mobilization (Max 5% total BID)</td>
<td>1</td>
<td>LS</td>
<td>$7,000</td>
<td>$7,000</td>
</tr>
<tr>
<td>2.</td>
<td>Traffic Control</td>
<td>1</td>
<td>LS</td>
<td>$6,000</td>
<td>$6,000</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>
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<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>
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<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>
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<tr>
<td>6.</td>
<td>Remove Existing Concrete Valley Gutter (24&quot; Wide)</td>
<td>30</td>
<td>LF</td>
<td>$60</td>
<td>$1,800</td>
</tr>
<tr>
<td>7.</td>
<td>Remove Existing Standup Concrete Curb and Gutter Install New Concrete Valley Gutter (35&quot; Wide) Repair Asphalt as Needed Install New Standup Concrete Curb and Gutter Repair Asphalt as Needed</td>
<td>16</td>
<td>LF</td>
<td>$40</td>
<td>$640</td>
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<td>8.</td>
<td></td>
<td>30</td>
<td>LF</td>
<td>$115</td>
<td>$3,450</td>
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<td>9.</td>
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<td>16</td>
<td>LF</td>
<td>$125</td>
<td>$2,000</td>
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<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>
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**Total Bid Price** 

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<tbody>
<tr>
<td></td>
<td>$43,890</td>
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</table>

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: $43,890.
**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 ____________ 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 ____________

A partnership consisting of ________________________________________________

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

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

Respectfully Submitted:

(SEAL – if bid is by a Corporation)

First Construction Management, Inc.
By: ____________

(Name)

(Address)

(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.

(signed)

Vice President

Subscribed and sworn to before me this 14th day of June, 2021.

Notary SC

My commission expires 5/10/29.
Wappoo 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, jordan@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.
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, jordarr@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

Vice President

Title

Attest

Print Name

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

I have made a good faith effort to comply under the following checked areas:

1. Contacted MBE businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. Complete Affidavit A, Page 2.

2. Followed up with contacted MBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.

3. Made the construction plans, specifications, and requirements available for review by prospective MBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.

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

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

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

7. Negotiated in good faith with interested MBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a minority or woman business based on lack of qualifications shall include reasons for rejection documented in writing.)

8. Provided MBEs with assistance in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MBEs in obtaining the same unit pricing with the Offeror's suppliers in order to help such businesses in establishing credit.

9. Provided training or mentoring to at least two (2) MBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools, or community organizations that provide recruitment, education or skill levels.

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

11. Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

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

The undersigned hereby certifies that he/she has read the terms of the minority business commitment and is authorized to bind the Offeror to the commitment herein set forth.

Date: 4/14/22
Name of Authorized Officer (Print/Type):  
Signature:  
Title:  Vice President
Wappoo Creek Place Drainage Improvement Project
AFFIDAVIT A
Page 2 of 2

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

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

<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
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<tbody>
<tr>
<td>Minority Firm Telephone Number</td>
<td></td>
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<tr>
<td>Minority Firm Fax Number</td>
<td></td>
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<tr>
<td>DBE Certification Number</td>
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</tr>
<tr>
<td>Minority Group Type</td>
<td></td>
</tr>
<tr>
<td>□ (African American)</td>
<td>□ (Women)</td>
</tr>
<tr>
<td>□ (Asian American)</td>
<td>□ (Hispanic)</td>
</tr>
<tr>
<td>□ (American Indian)</td>
<td>□ (Other)</td>
</tr>
<tr>
<td>□ Follow up Verification</td>
<td></td>
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<tr>
<td>Minority Firm Fax Number</td>
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<tr>
<td>DBE Certification Number</td>
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<tr>
<td>Minority Group Type</td>
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<tr>
<td>□ (African American)</td>
<td>□ (Women)</td>
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<td>□ (Asian American)</td>
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<td>□ (American Indian)</td>
<td>□ (Other)</td>
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<tr>
<td>□ Follow up Verification</td>
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<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
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<tr>
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<td>□ (Other)</td>
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<tr>
<td>□ Follow up Verification</td>
<td></td>
</tr>
</tbody>
</table>

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

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
Wappoo 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
_________________________________________, Total Project Amount $______________

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:

<table>
<thead>
<tr>
<th>Name and Phone Number</th>
<th>*Minority Code</th>
<th>Work Description</th>
<th>Dollar Value</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$</td>
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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: ______________________________________________

Sworn to before me this _____ day of ___________ 20___
My Commission Expires: ___________________________
Print Name: _______________________________________
Phone Number: _________________________________
Address: _________________________________________

Notary Public for the State of ____________________________
Notary Seal: _______________________________________

9 of 10 01140
Wappoo Creek Place Drainage Improvement Project

AFFIDAVIT C

City of Charleston, South Carolina

Intent to Perform Contract with Own Workforce.

Affidavit of First Construction Management, Inc

(Name of Offeror)

I hereby certify that it is our intent to perform 100% of the work required for the contract

Wappoo Creek Place Drainage Improvement Project

(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): Roger Hokanbe

Signature:

Title: Vice President

Sworn to before me this 14th day of June 2022.

Notary Public for the State of SC.

My Commission Expires: May 14, 2029

Print Name: Anna Y. Lave

Phone Number: 843-744-58410

Address: 1012 Riverview Dr

Hanshan SC 29410

(End of Section 01140)
BID BOND

AMCO Insurance Company
Nationwide Mutual Insurance Company
Allied Property & Casualty Insurance Company
100 Locust St., Dept 2006 Des Moines, IA 50391-2056
(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 not 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

[Signatures]

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

Nationwide Mutual Insurance Company, a 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 T. TURVEY, JR.

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 obligatory instruments of similar nature, in penalties not exceeding the sum of

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

and to bind the Company 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, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of any 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 Instrument. 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 paper 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. Altanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me, 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 his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

[Signature]
[Name]
Notary Public

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. Altanese 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 were duly affixed and subscribed to 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
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Turbeville Insurance Agency
115 Fairchild St Suite 360
Charleston, SC 29492

CONTACT NAME: Tamee Wexler
PHONE: 8435693929
FAX: 8435693923
E-MAIL: tameew@talasc.biz

INSURED
First Construction Management, LLC
1003 East Recess Road
Hanahan, SC 29410

INSURER A: Motorists Commercial Mutual Ins Co
NICC #: 13331

INSURER B: Builders Premier Insurance Co
NICC #: 13036

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

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<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
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<td>04/07/2023</td>
<td>$1,000,000</td>
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<td>04/07/2023</td>
<td>$1,000,000</td>
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<tr>
<td>UMBRELLA LIABILITY</td>
<td>Y Y 5000456429</td>
<td>04/07/2022</td>
<td>04/07/2023</td>
<td>$3,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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
Email: smithh@charleston-sc.gov
City of Charleston
Department of Stormwater Management
2 George Street Ste. 2100
Charleston, SC 29401

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

©1988-2015 ACORD CORPORATION. All rights reserved.
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 - $1,500,000
  Group #5 - $Unlimited

Qualifying Party(s) (Primary QP displays "QP"): ROGER M. HOLCOMBE JR (CQB.24437 PQ)

It is at the discretion of the licensee to designate whomever 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,
__ ________________________, 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)
SECTIO 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 ______________ Calendar Days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $500.00 for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of

   $ 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 ____________
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, LLC

By:________________________

________________________
(Title)

________________________
(SEAL)

1003 E. Recess Rd. Hanahan SC 29410

(ADDRESS)

ATTEST:

________________________
(Secretary)

________________________
(Witness)

(End of Section 01210)
Wappoo Creek Place Drainage Improvement Project

SECTION 01212 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

______________________________
(Name of Contractor)

______________________________
(Address of Contractor)

______________________________
(Corporation, Partnership, or Individual)

______________________________
(Name of Surety)

______________________________
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto ________________________

______________________________
City of Charleston

(Name of Owner)

______________________________
2 George Street, Charleston, SC 29401

(Address of Owner)

hereinafter called OWNER, in the penal sum of ________________________________

______________________________
Dollars, ($______________________) in lawful money

of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER, dated the ______________day of ______________, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

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.
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

______________________________
By:______________________________

______________________________
(Surety) Secretary

______________________________
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)

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

__________________________________________  
(Name of Surety)

__________________________________________  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto ______________________________________

City of Charleston

__________________________________________  
(Name of Owner)

2 George Street, Charleston, SC 29401

__________________________________________  
(Address of Owner)

hereinafter called OWNER, in the penal sum of ________________________________________

__________________________________________  
Dollars, $(____________) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER, dated the ____________________ day of ____________________, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

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) Secretary (SEAL)

______________________________
Principal

______________________________
By:__________________________ (S)

______________________________
Address

Witness as to Principal

______________________________
Address

ATTEST:

______________________________
(Surety) Secretary

______________________________
(SALE)

______________________________
Surety

______________________________
By:__________________________ Attorney-in-Fact

______________________________
Address

Witness as to Surety

______________________________
Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners should execute BOND.

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

(End of Section 01214)
SECTION 01218                    CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, ________________________________________________, the duly authorized and acting legal representative of ________________________________________________

do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties 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.
Hanahan, 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: Matthew Fountain PE, PG

Title: Director of Stormwater Management

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF APPARENT LOW BID is hereby acknowledged

This the 28 day of June, 2022

By: [Signature]

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
(NUMBER) (NAME)

CONTRACTOR: ________________________________

CHANGE ORDER NO.: _____

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

________________________________________________________________________

________________________________________________________________________

2. Adjustments to the Contract Amount:

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

3. Adjustments in Contract Time:

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

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


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

City of Charleston
Contractor

City of Charleston
Owner
80 Broad St
Charleston, SC 29401
Address

________________________________________  _______________________________________
Signature  Signature

By: ____________________________________  By: _________________________________  By:  John J. Tecklenburg
Date: _________________________________  Date: _________________________________  Date: _________________________________
Wappoo Creek Place Drainage Improvement Project

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 ___________________________
Wappoo Creek Place Drainage Improvement Project

SECTION 01230 GENERAL CONDITIONS

1. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- **CHANGE ORDER:** A written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
CONTRACT: The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, including the bidding documents. The Contract may be amended or modified by a Change Order.

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

CONTRACT PRICE: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

CONTRACTOR: The individual, firm, or corporation with whom the Owner has executed the Agreement by which the Contractor is obligated directly, or through Subcontractors, to perform work in connection with the Project.

The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

CONTRACT TIME: The number of calendar days stated in the Contract Documents for the completion of the Work.

DRAWINGS: The part of the Contract Documents that show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.

EARTH: An excavated material or material to be excavated; all kinds of material other than rock.

ELEVATION: The figures given on the Drawings or in the other Contract Documents after the word elevation or abbreviation of it shall mean the distance in feet above the datum adopted by the Engineer.

ENGINEER: The person, firm, or corporation named as such in the Contract Documents and duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly authorized representatives.

EQUIPMENT: All machinery, together with the necessary supplies for upkeep and maintenance, and all tools and apparatus necessary for the proper construction and acceptable completion of the work.

FIELD ORDER: A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

FURNISH: Furnish and install complete, in place, and ready for use.

INFORMATION FOR BIDDERS: The Notice to Contractors containing all necessary information as to provisions, requirements, date, place, and time of submitting bids.

LATEST EDITION: The current printed document issued eight weeks or more prior to date of receipt of bids.
Wappoo Creek Place Drainage Improvement Project

MAINTENANCE OF TRAFFIC: All permits, manpower, equipment, and signage required to properly notify and direct the public around and through the work zone.

MATERIALS: Any substance specified for use in the construction of the Project and its appurtenances.

NET COST: The cost to the Contractor after application of all credits and discounts (excepting only cash discounts) and without the addition of any factor for burden, overhead, or indirect cost or profit.

NOTICE OF AWARD: The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

NOTICE TO PROCEED: Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

OPTIMUM MOISTURE CONTENT FOR COMPACTION: The moisture content of a soil calculated on the basis of dry weight of soil at which the soil can be compacted to the approximate maximum density under a specified standard method of compaction.

OWNER: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PAYMENT BOND: The approved form of security furnished by the Contractor to guarantee the payment to all persons supplying labor and materials in the prosecution of the work in accordance with the terms of the Contract.

PERFORMANCE BOND: The approved form of security furnished by the Contractor to guarantee the completion of the work in accordance with the terms of the Contract.

PRECONSTRUCTION CONFERENCE: A conference following award and prior to start of construction to be attended by a duly authorized representative of the Engineer and by the responsible officials of the Contractor and other affected parties.

PROJECT: The undertaking to be performed as provided in the Contract Document.

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

PROPOSAL FORM: The approved form on which the Owner requires formal bids to be prepared and submitted for the work.

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

PROVIDE: Furnish and install complete, in place, and ready for use.

RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the Owner who is assigned to the Project site or any part thereof.

ROCK: An excavated material or material to be excavated; only boulders and pieces of concrete or masonry exceeding 1/2 cu. yd. in volume, or solid ledge rock which, in the opinion of the Engineer, requires, for its removal, drilling and blasting, wedging, sludging, 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.
Wappoo Creek Place Drainage Improvement Project

SURETY: The corporation, partnership, or individual bound with and for the Contractor for the full and complete performance of the contract, and for the payment of all debt pertaining to the work.

TITLES (OR HEADINGS): The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

TRENCH PROTECTION: The falsework required to maintain the side walls of excavation from cave-ins, sloughing, or otherwise moving during excavation or while work in the trench is in progress. The protection must meet all OSHA safety standards.

WORK: All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

WRITTEN NOTICE: Any notice to any part of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

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

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

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

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>AA</td>
<td>Aluminum Association</td>
</tr>
<tr>
<td>AAMA</td>
<td>Architectural Aluminum Manufacturers Association</td>
</tr>
<tr>
<td>AAN</td>
<td>American Association of Nurserymen</td>
</tr>
<tr>
<td>AAR</td>
<td>Association of American Railroads</td>
</tr>
<tr>
<td>AASHTO</td>
<td>American Association of State Highway and Transportation Officials</td>
</tr>
<tr>
<td>AATC</td>
<td>American Association of Textile Chemists and Colorists</td>
</tr>
<tr>
<td>ACI</td>
<td>American Concrete Institute</td>
</tr>
<tr>
<td>ACPA</td>
<td>American Concrete Pipe Association</td>
</tr>
<tr>
<td>AED</td>
<td>American Equipment Dealers</td>
</tr>
<tr>
<td>AFBMA</td>
<td>Anti-Friction Bearing Manufacturers Association, Inc.</td>
</tr>
<tr>
<td>AFI</td>
<td>American Filter Institute</td>
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<tr>
<td>AGA</td>
<td>American Gas Association</td>
</tr>
<tr>
<td>AGC</td>
<td>Associated General Contractors of America, Inc.</td>
</tr>
<tr>
<td>AGMA</td>
<td>American Gear Manufacturers Association</td>
</tr>
<tr>
<td>AHAM</td>
<td>Association of Home Appliance Manufacturers</td>
</tr>
<tr>
<td>AHDGA</td>
<td>American Hot Dip Galvanizers Association</td>
</tr>
<tr>
<td>AIA</td>
<td>American Institute of Architects</td>
</tr>
<tr>
<td>AIEE</td>
<td>American Institute of Electrical Engineers</td>
</tr>
<tr>
<td>AISC</td>
<td>American Institute of Steel Construction</td>
</tr>
<tr>
<td>AISI</td>
<td>American Iron and Steel Institute</td>
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<tr>
<td>ALS</td>
<td>American Lumber Standards</td>
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<tr>
<td>AMA</td>
<td>Acoustical Materials Association</td>
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<tr>
<td>AMCA</td>
<td>Air Moving and Conditioning Association</td>
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<tr>
<td>ANS</td>
<td>American Nuclear Society</td>
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<td>ANSI</td>
<td>American National Standards Institute</td>
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<td>Abbreviation</td>
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<tr>
<td>APA</td>
<td>American Plywood Association</td>
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<tr>
<td>API</td>
<td>American Petroleum Institute</td>
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<td>APWA</td>
<td>American Public Works Association</td>
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<td>ARA</td>
<td>American Railway Association</td>
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<tr>
<td>AREA</td>
<td>American Railway Engineering Association</td>
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<tr>
<td>ARI</td>
<td>Air Conditioning and Refrigeration Institute</td>
</tr>
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<td>ASA</td>
<td>Acoustical Society of America</td>
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<td>ASCE</td>
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<td>ASLA</td>
<td>American Society of Landscape Architects</td>
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<td>American Society of Lubricating Engineers</td>
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<tr>
<td>ASME</td>
<td>American Society of Mechanical Engineers</td>
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<tr>
<td>ASCC</td>
<td>American Society for Quality Control</td>
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<tr>
<td>ASSE</td>
<td>American Society of Sanitary Engineers</td>
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<tr>
<td>ASTM</td>
<td>American Society for Testing and Materials</td>
</tr>
<tr>
<td>AVATI</td>
<td>Asphalt and Vinyl Asbestos Tile Institute</td>
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<tr>
<td>AWI</td>
<td>Architectural Woodwork Institute</td>
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<tr>
<td>AWPA</td>
<td>American Wood Preservers' Association</td>
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<tr>
<td>AWPI</td>
<td>American Wood Preservers' Institute</td>
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<tr>
<td>AWS</td>
<td>American Welding Society</td>
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<tr>
<td>AWWA</td>
<td>American Water Works Association</td>
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<tr>
<td>BHMA</td>
<td>Builders Hardware Manufacturers Association</td>
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<tr>
<td>CABRA</td>
<td>Copper and Brass Research Association</td>
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<tr>
<td>CDA</td>
<td>Copper Development Association</td>
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<tr>
<td>CEMA</td>
<td>Conveyor Equipment Manufacturers Association</td>
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<tr>
<td>CGA</td>
<td>Compressed Gas Association</td>
</tr>
<tr>
<td>CRSI</td>
<td>Concrete Reinforcing Steel Institute</td>
</tr>
<tr>
<td>CS</td>
<td>Commercial Standards, US Department of Commerce</td>
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<tr>
<td>CSI</td>
<td>Construction Specification Institute</td>
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<tr>
<td>DCDMA</td>
<td>Diamond Core Drill Manufacturers Association</td>
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<tr>
<td>EIA</td>
<td>Electronic Industries Association</td>
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<tr>
<td>FCI</td>
<td>Fluid Controls Institute</td>
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<tr>
<td>FGJA</td>
<td>Flat Glass Jobbers Association</td>
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<tr>
<td>FIA</td>
<td>Factory Insurance Association</td>
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<tr>
<td>FM</td>
<td>Factory Mutual</td>
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<tr>
<td>FMEC</td>
<td>Factory Mutual Engineering Corporation</td>
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<tr>
<td>FS</td>
<td>Federal Specification</td>
</tr>
<tr>
<td>FSPT</td>
<td>Federation of Societies for Paint Technology</td>
</tr>
<tr>
<td>FSS</td>
<td>Federal Specifications, General Services Administration</td>
</tr>
<tr>
<td>FHWA</td>
<td>Federal Highway Administration</td>
</tr>
<tr>
<td>GA</td>
<td>Gypsum Association</td>
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<tr>
<td>IBI</td>
<td>Insulation Board Institute</td>
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<tr>
<td>IBR</td>
<td>Institute of Boiler and Radiator Manufacturers</td>
</tr>
<tr>
<td>IEEE</td>
<td>Institute of Electric and Electronics Engineers</td>
</tr>
<tr>
<td>IES</td>
<td>Illuminating Engineering Society</td>
</tr>
<tr>
<td>ILIA</td>
<td>Indiana Limestone Institute of America, Inc.</td>
</tr>
<tr>
<td>IME</td>
<td>Institute of Makers of Explosives</td>
</tr>
<tr>
<td>IP</td>
<td>Institute of Petroleum (London)</td>
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<tr>
<td>IPC</td>
<td>Institute of Printed Circuits</td>
</tr>
<tr>
<td>IPCEA</td>
<td>Insulated Power Cable Engineers Association</td>
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<tr>
<td>ISA</td>
<td>Instrument Society of America</td>
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<tr>
<td>ISO</td>
<td>International Organization for Standardization</td>
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<tr>
<td>ITE</td>
<td>Institute of Traffic Engineers</td>
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<tr>
<td>LIA</td>
<td>Lead Industries Association</td>
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<tr>
<td>MBMA</td>
<td>Metal Building Manufacturers Association</td>
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<td>MLMA</td>
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<td>Acronym</td>
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<td>MRIS</td>
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2. OWNER’S RIGHTS AND RESPONSIBILITIES

2.1 CHANGES IN THE WORK: The Owner, without invalidating the Contract, may make changes in the Work and in the Drawings and Specifications therefore by making alterations therein, additions thereto, or omissions there from. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefore as provided in Subsection 7.12 entitled PAYMENT FOR EXTRA WORK.

Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Engineer authorizing the change, and no claim for additional compensation shall be valid unless the change is so ordered.

The Contractor agrees that he shall neither have nor assert any claim for, or be entitled to, any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

2.2 PROJECT ENGINEER: The consultant for this project is: City of Charleston, Benjamin L. Smith, PE, (843) 720-2715 or smithb@charleston-sc.gov.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.12 **SUSPENSION OF WORK, TERMINATION, AND DELAY:** The Owner may suspend the Work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer,
which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

2.13 INSPECTIONS AND TESTING: If the Contract Documents, Owner’s instructions, laws, ordinances, or any public authority having jurisdiction require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for observation by the Owner or inspection by another authority, and if the inspection is by another authority rather than the Owner, of the date fixed for such inspection. The required certificates of such inspection shall be secured by the Contractor. Observations by the Owner shall be promptly made, and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Owner, it must, if required by the Owner, be uncovered for examination, at the Contractor’s expense.

2.14 INSPECTION OF WORK AWAY FROM THE SITE: If the work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Engineer of the place and time where such fabrication, manufacture, testing, or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

2.15 PIPE LOCATION: Exterior pipelines will be located substantially as indicated on the Drawings, but the right is reserved to the Owner acting through the Engineer, to make such modifications in location as may be found desirable to avoid interference with structures or for other reasons. Where fittings, etc. are noted on the Drawings, such notation is for the Contractor’s convenience and does not relieve him from laying and jointing different or additional items where required.

2.16 PRIOR USE OR OCCUPANCY: The Owner reserves the right to use or occupy the Work or portion thereof, and to use equipment installed under the Contract, prior to final acceptance. Such use or occupancy will not constitute acceptance of the Work or any part thereof. Despite such use or occupancy, guarantee periods will not begin until the completion of all work under the Contract, unless agreement to the contrary is made in writing between the parties.

2.17 WEATHER CONDITIONS: In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect its work, such materials shall be removed and replaced as the expense of the Contractor.

2.18 OWNER’S RIGHT TO CLEAN UP: If a dispute arises between the separate contractors as to their responsibility for cleaning up, the Owner may clean up and charge the cost thereof to the Contractor as the Engineer shall determine to be just.

3. CONTRACTOR’S RIGHTS AND RESPONSIBILITIES

3.1 ACCESS TO WORK: The Owner, the Engineer, and their officers, agents, servants, and employees plus representatives of the various participating Federal or State agencies may at any and all times and for any and all purposes, enter upon the work and site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefore.

3.2 ACCIDENT PREVENTION: In the performance of the contract the Contractor shall comply with the applicable provisions of the regulations issued by the Secretary of Labor
pursuant to section 107 of the Contract Work Hours and Safety Standards Act entitled Safety and Health Regulations for Construction (29 CFR 1918, renumbered as Part 1926). Occupational Safety and Health Standards (29 CFR Part 1910) issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 are applicable to work performed by the contractor subject to the provisions of the Act.

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

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

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

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

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

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

3.7 **CLAIMS FOR ADDITIONAL COST:** If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor to the Owner before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance
Wappoo Creek Place Drainage Improvement Project

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 to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefits acts.

3.20 **INTOXICATING LIQUORS:** The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work.

3.21 **LEGAL ADDRESS OF CONTRACTOR:** The Contractor's business address and his office at or near the site of the work are both hereby designated as places to which communications may be delivered. The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the US Postal Service or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor, and the date of such service shall be the date of receipt. The first named address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor, and delivered to the Engineer. Service of any notice, letter, or other communication upon the Contractor personally shall likewise be deemed sufficient service.

3.22 **MUTUAL RESPONSIBILITY OF CONTRACTORS:** The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work. To ensure proper execution of the subsequent work, the Contractor shall measure work already in place and shall at once
report to the Owner any discrepancy between the executed work and the Contract Documents.

Should the Contractor cause damage to any separate contractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend such proceedings at Contractor's expense, and if any judgment against the Owner arises there from, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

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

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

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

3.23.3 When provided for under Supplemental Conditions as herein specified;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.30 PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS: The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site of the work which is not to be removed and which does not reasonably interfere with the construction work. Care shall be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place. Any limbs or branches of trees broken during such operations or by the careless operation of equipment or by workmen, shall be trimmed with a clean cut and painted with an approved tree pruning compound as approved by the Engineer.
The Contractor will protect from damage all existing improvements or utilities at or near the site of the work, the location of which is made known to him, and will repair or restore any damage to such facilities resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the Work. If the Contractor fails or refuses to repair any such damage promptly, the Owner may have the necessary work performed and charge the cost thereof to the Contractor.

The Contractor shall protect the trunks of trees adjacent to his work with the tree protection barricades shown in details. Tree protection shall be constructed to protect trees from injury from piled material, from equipment, from his operation, or otherwise due to his work. Excavating machinery and cranes shall be of suitable type and shall be operated with care to prevent injury to trees not to be cut and particularly to overhanging branches and limbs.

On paved surfaces, the Contractor shall not use or operate tractors, bulldozers or other power-operated equipment, the treads or wheels of which are so shaped as to cut or otherwise injure such surfaces.

3.31 **RESTORATION OF PROPERTY:** All existing surfaces, including lawns, grassed, and planted areas which have been injured by the Contractor's operations, shall be restored to a condition at least equal to that in which they were found immediately before work was begun. Suitable materials and methods shall be used for such restoration. All restored plantings shall be maintained by cutting, trimming, fertilizing, etc., until acceptance. The restoration of existing property or structures shall be done as promptly as practicable and shall not be left until the end of 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 Contractors attention is directed to the fact that unless exposed earth areas are properly cared for during construction, they may result in substantial sedimentation damage downstream from the construction area. The Contractor shall be responsible for conducting his site grading and drainage operations in such manner as to prevent excessive soil erosion of the construction site work areas. He shall at all times provide satisfactory means to prevent the movement and washing of soil onto pavements or into adjacent ditches, swales, inlets, and drainage pipes, to avoid the possibility of these structures becoming clogged with soil. He shall promptly repair all areas that may become eroded and shall clear drainage ditches, swales, and structures of siltation. The Contractor will indemnify and save harmless the Owner and Engineer from and against any and all claims, demands, fines, or assessments, including attorneys' fees and cost of defense arising out of or caused by the Contractor's failure to provide soil erosion and sediment control.

3.38 SUBSURFACE CONDITIONS: The applicable provisions governing Subsurface Conditions are contained in the Contract Documents.

3.39 SUBCONTRACTING: The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which, under normal contracting practices, are performed by specialty Subcontractors. The Contractor shall, without additional expense to the Owner, utilize the services of specialty subcontractors on those parts of the work specified to be performed by specialty subcontractors.

The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require. No request for payment will be approved before this list has been received and reviewed by the Owner.

The Contractor shall not award Work to Subcontractors, in excess of fifty percent (50%) of the Contract Price, without prior written approval of the Owner.
The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts or omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the Contract Documents.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage, or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage. The Contractor agrees to and does hereby indemnify and save harmless the Owner from and against any and all claims by such other contractors or subcontractors alleging such loss, damage, or delay and from and against any and all claims, demands, costs, and expenses, including attorneys’ fees, arising out of, relating to, or resulting from such claims.

The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged upon his work. The Owner or Engineer will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors. If any Subcontractor on the project, in the opinion of the Engineer, proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

3.40 **SUPERVISION:** The Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants, all being satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Owner shall not be responsible for the acts or omissions of the superintendent or his assistants.

The Contractor shall give efficient supervision to the Work, using his best skill and attention. He shall carefully study and compare all Drawings, Specifications, and other instructions and shall at once report to the Owner any error, inconsistency, or omission which he may discover.

3.41 **TAXES:** The Contractor shall promptly pay federal, state, and local taxes which may be assessed against him in connection with the work or his operations under the Agreement and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of materials and equipment, to the performance of services, and the employment of persons in the prosecution of the work.

3.42 **TEMPORARY HEAT:** The Contractor shall provide temporary heat whenever necessary to protect all Work and materials against injury from dampness and cold and to dry out moisture from the building. Fuel, equipment, and method of heating shall be satisfactory to the Owner’s Insurer and the Engineer.

Temporary heating apparatus shall be installed and operated in such a manner that finished work will not be damaged thereby.
3.43 **SANITARY FACILITIES:** The Contractor shall provide adequate sanitary facilities for the use of those employed on the Work. Such facilities shall be made available when the first employees arrive on the site of the Work, shall be properly secluded or screened from public observations, and shall be constructed and maintained during the progress of the Work in suitable numbers and at such points and in such manner as may be required or approved. The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The Owner and the Engineer shall have the right to inspect such facilities at all times to determine whether or not they are being properly and adequately maintained.

3.44 **TEMPORARY UTILITIES:** The Contractor shall make arrangements for and furnish as a part of the Contract, all electricity, water, lighting, and other utilities needed to do the Work called for by the Contract. Any separate contractors having a contract with the Owner shall make arrangements for and share the cost with the Contractor for the use of the required utilities on a pro rated schedule based on an agreed basis. All Electrical Work shall comply with the National Electrical Code.

The Contractor shall provide and pay for all temporary wiring, switches, connections, and meters. The Contractor shall provide sufficient electric lighting so that all work may be done in a workmanlike manner when there is not sufficient daylight.

3.45 **UNCOVERING AND CORRECTION OF WORK:** The Engineer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the work and for ascertaining that the work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down of portions of finished work by the Contractor.

Should the work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in point of time or in the absence of the Engineer or his inspector and without his written authorization, in which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise be borne by the Contractor.

The inspection of the work shall not relieve the Contractor of any of his obligations to perform and complete the work as required by the Contract. Defective work shall be corrected and unsuitable materials, equipment, apparatus, and other items shall be replaced by the Contractor, notwithstanding that such work, materials, equipment, apparatus, and other items may have been previously overlooked or accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer; if any materials, equipment, apparatus, or other items brought upon the site for use or incorporation in the work, or selected from the same, are condemned by the Engineer as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus, and other items from the site of the work and shall at his own cost and expense make good and replace the same and any material furnished by the Owner which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees, or subcontractors.

If the Owner deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract Price shall be made therefore.

3.46 **COOPERATION WITH UTILITIES:** The Owner will notify all utility companies, all pipe line owners, or other parties affected, and endeavor to have all necessary adjustments of the
public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practicable.

Water lines, gas lines, wire lines, sewer lines, water and gas meter boxes, water and gas valve boxes, manholes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the Owners under separate agreement, except as otherwise provided for in the Supplemental Conditions or as noted on the Drawings.

The Drawings will show all known utilities located within the limits of the contract according to information obtained. The accuracy of the Drawings, in this respect, is not guaranteed by the Owner. The Contractor shall have considered in his bid all of the permanent and temporary utility appurtenances in the present or relocated position. No additional compensation will be allowed for any delays, inconveniences, or damages sustained by him due to any interference from the said utility appurtenances or the operation of moving them.

Unless otherwise provided, the cost of temporary rearrangement of utilities made only in order to facilitate the construction of the work will be borne by the Contractor.

3.47 **VERIFICATION OF DIMENSIONS AND ELEVATIONS:** Dimensions and elevations indicated on the Drawings in reference to existing structures, location of utilities, sewer inverts, or other information on existing facilities, are the best available data obtainable but are not guaranteed by the Engineer. The Engineer will not be responsible for their accuracy. Before proceeding with any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, inverts, lines, elevations, or other conditions of limitations at the site of the work to avoid construction errors or damage to existing facilities. If any work is performed by the Contractor, or any subcontractors, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

If the Contractor, in the course of the work, finds any discrepancy between the Drawings and the physical conditions of the locality, or any errors or omissions in the Drawings or in the layout as given by survey points and instructions, he shall immediately inform the Engineer, in writing. The Engineer will promptly investigate the reported conditions and issue such instructions as may be necessary for the proper execution of the work. Any work done after such discovery and prior to receipt of such instructions shall be at the risk of the Contractor.

4. **MATERIALS, EQUIPMENT AND WORKMANSHIP**

4.1 **CHEMICAL USAGE:** All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, shall show approval of either EPA or USDA. The use of all such chemicals and disposal of residues shall be in strict conformance with manufacturer and USDA instructions.

4.2 **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the Work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him, in the Work, free from all liens, claims, or encumbrances.

4.3 **CORRECTION OF WORK BEFORE COMPLETION:** The Contractor shall promptly remove from the premises all work condemned by the Owner as failing to conform to the Contract Documents, whether incorporated or not and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without
expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

If the Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the Owner may remove it, and after storing it at the job site for 30 days, due written notice thereof being given the Contractor, the Owner may offer the material for sale and removal from the premises. Net proceeds from such sale shall be for the Contractor's credit against the Owner's Right to Do Work. If the material has no sale value, the Owner may remove it from the premises and/or otherwise dispose of it. The costs of such disposition shall be deducted from payments to the Contractor as provided in Subsection 2.10 entitled OWNER'S RIGHT TO DO WORK.

4.4 CORRECTION OF WORK AFTER COMPLETION: The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting there from which shall appear within a period of one year from the date of final acceptance of the work except where longer periods are specified and in accordance with the terms of any special guarantees provided in the Contract.

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

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

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

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

4.7 HANDLING AND DISTRIBUTION: The Contractor shall handle, haul, and distribute all materials and all surplus materials on the different portions of the work as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the work, and be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the work.

Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.

4.8 MANUFACTURER'S DIRECTIONS: All manufactured articles, material, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturers, unless herein specified to the contrary.

If the specifications or plans are contrary to the manufacturer's directions, the manufacturer shall be contacted by the Contractor before proceeding with the work and the Engineer advised if the manufacturer has any objections to the specified application.

4.9 MATERIALS, SERVICES, AND FACILITIES: It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all labor, supplies and materials, tools, machinery, equipment, transportation, supervision, temporary construction of any nature, and all other services, means, and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

4.10 MISCELLANEOUS ITEMS: The work to be done by the Contractor, specified and enumerated under this Contract, shall include any minor details of the Work not specifically mentioned in the Specifications or shown on the Drawings, but obviously necessary for the proper completion of the Work, which shall be considered incidental and as being a part of and included with the Work for which prices are given in the Bid. The Contractor will not be entitled to any additional compensation therefore.

Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the contract price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight, and other applicable characteristics as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the Engineer before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

4.11 MISTAKES OF CONTRACTOR: The Contractor shall promptly correct and make good any and all defects, damages, omissions, or mistakes, for which he and/or his agents, servants, employees, or subcontractors are responsible, and he shall pay to the Owner
all costs, expenses, losses, and damages resulting there from or by reason thereof as
determined by the Engineer.

4.12 **PROTECTION AGAINST ELECTROLYSIS:** Where dissimilar metals are used in
conjunction with each other, or against concrete surfaces, suitable insulation shall be
provided between adjoining surfaces so as to eliminate direct contact and any resultant
electrolysis. The insulation shall be bituminous impregnated felt, heavy bituminous
coatings, nonmetallic separators or washers, or other approved materials.

4.13 **RIGHT TO MATERIALS:** Nothing in the Contract shall be construed as vesting in the
Contractor any right of property in the materials, equipment, apparatus and other items
furnished after they have been installed or incorporated in or attached or affixed to the
work or the site, but all such materials, equipment, apparatus and other items shall, upon
being so installed, incorporated, attached, or affixed, become the property of the Owner.

4.14 **ROYALTIES AND PATENTS:** The Contractor shall pay all applicable royalties and
license fees. He shall defend all suits or claims for infringement of any patent rights and
shall save the Owner harmless from loss on account thereof, except that the Owner shall
be responsible for all such loss when a particular process or the product of a particular
manufacturer or manufacturers is specified, but if the Contractor has information that the
process or article specified is an infringement of a patent, he shall be responsible for
such loss unless he promptly gives such information to the Owner in writing.

4.15 **SUBMITTAL SCHEDULE:** Within twenty (20) days after execution and delivery of the
Contract, the Contractor shall prepare and deliver to the Engineer a Submittal Schedule.
This includes a list of all submittals required under the Contract. The list shall identify
each major group of shop drawings, coordination drawings, and schedules and each
sample and the planned submission date for each.

After the Engineer's review of the list of submittals, the Engineer will meet with the
Contractor for a joint review and correction and adjustment, as necessary, for agreement
on the submittal. In addition, at the meeting the duration of the review period for each
submittal will be established. The Contractor's planned submission date for each submittal
shall allow no less than fifteen (15) working days for review and appropriate action before
approval of the submittal becomes critical to the progress of the Contractor's work. Within
five (5) calendar days after the joint review, the Contractor shall make any necessary
revisions to the list of submittals, including durations of the review periods, in accordance
with the agreements reached during the joint review and submit two revised copies to the
Engineer. No application for partial payment will be approved until the submitted schedule
is approved.

4.16 **SHOP DRAWINGS:** Shop Drawings are drawings, diagrams, illustrations, schedules,
performance charts, brochures, and other data which are prepared by the Contractor or
any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion
of the Work. It shall be the Contractor's responsibility to furnish Shop Drawings as
required by the technical specifications or as requested by the Engineer. These
submittals must be made no later than is required by the submittal schedule.

Shop Drawings shall show the principal dimensions, weight, structural and operating
features, space required, clearances, type and/or brand of finish or shop coat, grease
fittings, etc., depending on the subject of the drawing. When it is customary to do so, when
the dimensions are of particular importance, or when so specified, the drawings shall be
certified by the manufacturer or fabricator, as correct for the Contract.

When so specified or if considered by the Engineer to be acceptable, manufacturer's
specifications, catalog data, descriptive manner, illustrations, etc., may be submitted for
approval in place of shop and working drawings. In such case the requirements shall be
as specified for shop and working drawings, insofar as applicable except that the submission shall be in quadruplicate.

The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.

The Contractor shall check the Shop Drawings, shall coordinate them (by means of coordination drawings wherever required) with the work of all trades involved before submission and shall indicate thereon his approval. Drawings and schedules submitted without evidence of the Contractor’s approval may be returned for resubmission.

By approving and submitting Shop Drawings, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers, and similar data, or will do so, and that he has checked and coordinated each Shop Drawing with the requirements of the Work and of the Contract Documents.

If drawings or schedules show variations from the contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, the Engineer may approve any or all such variations and issue an appropriate change order. If the Contractor fails to describe such variations he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings or schedules may have been approved.

Each Shop Drawing or Coordination Drawing shall have a blank area, five by five inches, located adjacent to the title block. The title block shall display the following:

- Number and Title of Drawing
- Date of Drawing
- Revision Number and Date (if applicable)
- Project Title
- Name of Project Building or Facility
- Name of Contractor
- Name of Subcontractor (if applicable)
- Clear Identity of Contents and Location of Work

Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Drawings and Specifications in all respects. All drawings that are correct shall be marked with the date, checker’s name, and indication of the Contractor’s approval, and then shall be submitted to the Engineer; other drawings shall be returned for correction.

The Contractor shall stamp all drawings to be submitted to the Engineer for approval. The rubber stamp shall incorporate the following items:

PROJECT TITLE______________________________________________
CONTRACTOR’S NAME________________________________________
APPROVED BY____________________________________ DATE
SPECIFICATION SECTION_______ TRANSMITTAL NO.__________

The review of Shop Drawings will be general only and shall not relieve or in any respect diminish the responsibility of the Contractor for details of design, dimensions, etc., necessary for proper fitting and construction of the work as required by the Contract and for achieving the result and performance specified there under.
Should the Contractor submit for approval equipment that requires modifications to the structures, piping, layout, etc., detailed on the Drawings, he shall also submit for approval details of the proposed modifications. If such equipment and modifications are approved, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications. Required structural changes shall be designed and detailed by an Engineer registered in the state in which the project will be constructed. Drawings shall be signed and show registration number or may have seal affixed.

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

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

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

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

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

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

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

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

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

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

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

Each sample shall have a label indicating the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 WAIVERS EXPLICITLY IN WRITING: No action or failure to act by the ENGINEER or the OWNER, or the CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the CONTRACT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

5.3 ASSIGNMENTS: The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

5.4 PERFORMANCE BOND AND PAYMENT BOND: Unless otherwise noted in the Supplemental Conditions, a Performance Bond and a Payment Bond are required. The Contractor shall obtain a Performance Bond and a 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 thereunder. The bonds shall remain in force until:

5.4.1 The Project has been completed and accepted by the Owner.

5.4.2 The provisions of all guarantees required by these Contract Documents have been fulfilled or the time limitation for all guarantees has expired, or

5.4.3 The time for the filing of all mechanics' liens has expired, whichever is longer, after which it shall become void.

The Contractor shall pay all charges in connection with the bonds as a part of the Contract. One executed copy of the bonds shall be attached to each copy of the Contract before they are returned to the Engineer for the Owner's signature.

If the Contractor defaults, the Contractor or his Surety shall reimburse the Owner for any additional Engineering fees for additional services made necessary because of the Contractor's default.

5.5 ADDITIONAL OR SUBSTITUTE BOND: If at any time the Owner for justifiable cause, shall be or become dissatisfied with the surety or sureties for the Performance and/or Payment Bonds, the Contractor shall within 5 days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as maybe satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

5.6 CHANGES NOT TO AFFECT BONDS: It is distinctly agreed and understood that any changes made in the Work or the Drawings or Specifications therefore (whether such changes increase or decrease the amount thereof or the time required for its
performance) or any changes in the manner or time of payments made by the Owner to
the Contractor, or any other modifications of the Contract, shall in no way annul, release,
diminish, or affect the liability of the Surety on the Contract Bonds given by the
Contractor, it being the intent hereof that notwithstanding such changes the liability of the
Surety on said bonds continue and remain in full force and effect.

5.7 **COMPLIANCE WITH LAWS:** The Contract shall be governed by the law of the place
where the Project is located. The Contractor shall abide by all local and State Laws or
ordinances to the extent that such requirements do not conflict with Federal laws or
regulations. The Contractor shall keep himself fully informed of all existing and future
federal, state, and local laws, ordinances, rules, and regulations affecting those
engaged or employed on the work, the materials and equipment used in the work or the
conduct of the work, and of all orders, decrees, and other requirements of bodies or
tribunals having any jurisdiction or authority over the same, including, but not limited to
the US Department of Labor and Bureau of Standards Safety and Health Regulations
for Construction and its amendments as set up under the Williams-Steiger
Occupational Safety and Health Act of 1970. If any discrepancy or inconsistency is
discovered in the Drawings, Specifications, or other Contract Documents in relation to
any such law, ordinance, rule, regulation, order, decree, or other requirement, the
Contractor shall forthwith report the same to the Engineer in writing.

The Contractor shall at all times observe and comply with, and cause all his agents,
 servants, employees, and subcontractors to observe and comply with all such existing
 requirements, and he shall protect, indemnify, and save harmless the Owner, its officers,
 agents, servants, and employees, from and against any and all claims, demands, suits,
 proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses,
 including attorney's fees, arising from or based upon any violation or claimed violation of
 any such law, ordinance, rule, regulations, order, decree, or other requirement, whether
 committed by the Contractor or any of his agents, servants employees, or subcontractors.

5.8 **REQUIRED PROVISIONS DEEMED INSERTED:** Each and every provision of law and
clause required by law to be inserted in this Contract shall be deemed to be inserted
herein, and the Contract shall be read and enforced as though it were included herein. If
through mistake or otherwise any such provision is not inserted, or is not correctly
inserted, then upon the application of either party the Contract shall forthwith be
physically amended to make such insertion or correction.

5.9 **LIENS:** If at any time any notice of liens are filed for labor performed or materials or
equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall,
at its own cost and expense, promptly discharge, remove, or otherwise dispose of the
same, and until such discharge, removal, or disposition, the Owner shall have the right to
retain from any monies payable hereunder an amount which, in its sole judgment, it
deems necessary to satisfy such liens and pay the costs and expenses, including
attorney's fees, of defending any actions brought to enforce the same, or incurred in
connection therewith or by reason thereof.

5.10 **CLAIMS:** If at any time there is any evidence of any claims for which the Contractor
is or may be liable or responsible hereunder, the Contractor shall promptly settle or
otherwise dispose of the same, and until such claims are settled or disposed of, the
Owner may retain from any monies which would otherwise be payable hereunder so
much thereof as, in its judgment, it may deem necessary to settle or otherwise
dispose of such claims and to pay the costs and expenses, including attorneys' fees,
of defending any actions brought to enforce such claims, or incurred in connection
therewith or by reason thereof.

5.11 **INSURANCE:** The Contractor shall not commence any work until he obtains, at his own
expense, all required insurance. Such insurance must have the approval of the Owner
as to limit, form, and amount. The Contractor will not permit any Subcontractor to
commence work on this project until the same insurance requirements have been
complied with by such Subcontractor. All insurance coverage as required herein shall
include the Owner as an additional insured therein.

The Contractor shall furnish the Owner with certificates showing the type, amount,
class of operations covered, effective dates, and dates of expiration of policies. Such
certificates shall also contain substantially the following statement: "The insurance
covered by this certificate will not be canceled or materially altered, except after ten
(10) days notice in writing and delivered by registered mail to the Owner." Should any
policy be canceled before final payment by the Owner to the Contractor and the
Contractor fails immediately to procure other insurance as specified, the Owner
reserves the right to procure such insurance and to deduct the cost thereof from any
sum due the Contractor under this Contract.

Any insurance bearing on adequacy of performance shall be maintained after completion
of the project for the full guaranty period. Should such insurance be canceled before the
end of the guaranty period and the Contractor fails immediately to procure other
insurance as specified, the Owner reserves the right to procure such insurance and to
charge the cost thereof to the Contractor.

Nothing contained in these insurance requirements is to be construed as limiting the
extent of the Contractor's responsibility for payment of damages resulting from his
operations under this Contract.

The Contractor is required to obtain and maintain for the full period of the Contract the
following types of insurance coverage with limits not less than stated below:

5.11.1 WORKMEN'S COMPENSATION INSURANCE

As required by applicable State or territorial law for all of his employees to be
engaged in work at the site of the project under this Contract and, in case of any
such work sublet, the Contractor shall require the subcontractor similarly to
provide Workmen's Compensation Insurance for all of the latter's employees to
be engaged in such work unless such employees are covered by the protection
afforded by the Contractor's Workmen's Compensation Insurance. In case any
class of employees engaged in hazardous work on the project under this
Contract is not protected under the Workmen's Compensation Statute, the
Contractor shall provide and shall cause each subcontractor to provide adequate
employer's liability insurance for the protection of such of his employees as are
not otherwise protected.

5.11.2 COMPREHENSIVE GENERAL LIABILITY

<table>
<thead>
<tr>
<th></th>
<th>Bodily Injury</th>
<th>Property Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premises and Operations</td>
<td>$1,000,000/per occurrence</td>
<td>$1,000,000/per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000/aggregate</td>
<td>$2,000,000/aggregate</td>
</tr>
<tr>
<td>Elevator Liability</td>
<td>$1,000,000/per occurrence</td>
<td>$1,000,000/per occurrence</td>
</tr>
<tr>
<td>Contractor's Protective Liability</td>
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</tr>
<tr>
<td>$1,000,000/per occurrence</td>
<td>$1,000,000/per occurrence</td>
<td></td>
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<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>
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<tr>
<td></td>
<td>$1,000,000/per occurrence</td>
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<tr>
<td></td>
<td>$2,000,000/aggregate</td>
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</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>Category</th>
<th>Limit</th>
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<tbody>
<tr>
<td>Automobile Liability</td>
<td>Combined single limit $1,000,000</td>
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<tr>
<td>(includes owner, non-owned and hired car)</td>
<td>Split Limits</td>
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<tr>
<td></td>
<td>Bodily injury per person: $500,000</td>
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<tr>
<td></td>
<td>BI per occurrence: $1,000,000</td>
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<tr>
<td></td>
<td>Property Damage: $500,000</td>
</tr>
</tbody>
</table>

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 therefrom.
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
Wappoo Creek Place Drainage Improvement Project

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

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

7. PAYMENTS TO THE CONTRACTOR

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

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

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

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

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

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

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

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

7.5.1 Defective work not remedied.

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

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

7.5.5 Damage to another Contractor.

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

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

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

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

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

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

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

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

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

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

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

7.15 **PAYMENT FOR WORK BY THE OWNER FOLLOWING TERMINATION OF CONTRACT BY OWNER:** Upon termination of the Contract by the Owner in accordance with Subsection 2.11 entitled **OWNER'S RIGHT TO TERMINATE CONTRACT**, no further payment shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor may 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
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 subcontracts 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 bulletin boards 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.

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<thead>
<tr>
<th>UTILITY SERVICE OR FACILITY</th>
<th>PERSON TO CONTACT (NAME, TITLE &amp; PHONE NO.)</th>
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<tbody>
<tr>
<td>Telephone, Electric, Gas,</td>
<td>Palmetto Utility Production Service</td>
</tr>
<tr>
<td>Cable TV</td>
<td>1-888-721-7877</td>
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<td>Call 3 days prior to digging</td>
</tr>
<tr>
<td>Water &amp; Sewer</td>
<td>Charleston CWS</td>
</tr>
<tr>
<td></td>
<td>(843) 727-6800 (Ask for Service Department)</td>
</tr>
<tr>
<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
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>
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<tr>
<td>312000</td>
<td>Earth moving</td>
</tr>
<tr>
<td>334100</td>
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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
SECTION 312000 - 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 dust to dawn each day and as otherwise required.

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

C. Dewatering:

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

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

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

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

E. Maintain access to adjacent areas at all times.

3.3 GENERAL EXCAVATION

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

B. Unsatisfactory excavated materials:

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

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

C. Surplus materials:

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

D. Excavation of rock:

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

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

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

F. Borrow:

1. Obtain material required for fill or embankment in excess of that produced within the grading limits of the Work from borrow areas selected and paid for by the Contractor and approved by the soil engineer.
G. Ditches and gutters
   1. Cut accurately to the cross sections, grades, and elevations shown.
   2. Maintain excavations free from detrimental quantities of leaves, sticks, trash, and other debris until completion of the Work.
   3. Dispose of excavated materials as shown on the Drawings or directed by the soil engineer; except do not, in any case, deposit materials less than 3'-0" from the edge of a ditch.

H. Unauthorized excavation:
   1. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific instruction from the Architect or the soil engineer.
   2. Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations, unless otherwise directed by the soil engineer.

I. Stability of excavations:
   1. Shore and brace where sloping is not possible because of space restrictions or stability of the materials being excavated.
   2. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.

J. Shoring and bracing:
   1. Provide materials for shoring and bracing as may be necessary for safety personnel, protection of work, and compliance with requirements of governmental agencies having jurisdiction.
   2. Maintain shoring and bracing in excavations regardless of the time period excavations will be open.
   3. Carry shoring and bracing down as excavation progresses.

K. Excavating for pavements:
   1. Cut surface under pavements to comply with cross sections, elevations, and grades.
   2. Undercut a minimum of 10 inches below finished subgrade elevation, including stripping.

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

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

1. Prior to backfilling, remove all sheeting.

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

B. Open cut:

1. Excavate for utilities by open cut.

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

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

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

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

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

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

8. Excavating for appurtenances:

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

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

D. Depressions:

1. Dig bell holes and depressions for joints after the trench has been graded. Provide uniform bearing for the pipe on prepared bottom of the trench.

2. Except where rock is encountered, do not excavate below the depth indicated or specified.

3. Where rock is encountered, excavate rock to a minimum overdepth of 4" below the trench depth indicated or specified.

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

3.5 BEDDING FOR UTILITIES

A. Provide bedding as indicated on the Drawings.

3.6 BACKFILLING OF UTILITY TRENCHES

A. General:

1. Do not completely backfill trenches until required tests have been performed, and until the utilities systems as installed conform to the requirements specified in their pertinent Sections of these Specifications.

2. Except as otherwise specified or directed for special conditions, backfill trenches to the ground surface with selected material approved by the soil engineer.

3. Reopen trenches which have been improperly backfilled, to a depth as required for proper compaction. Refill and compact as specified, or otherwise correct to the approval of the soil engineer.

4. Do not allow or cause any of the Work performed or installed to be covered up or enclosed by work of this Section prior to required inspections, tests, and approvals.

5. Should any of the Work be so enclosed or covered up before it has been approved, uncover all such work and, after approvals have been made, refill and compact as specified, all at no additional cost to the Owner.

B. Lower portion of trench:

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

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

C. Remainder of trench:

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

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

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

3.7 GENERAL SITE FILLING AND BACKFILLING

A. General:

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

2. In excavations, use satisfactory excavated or borrow material

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

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

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

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

3. Removing concrete formwork.

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

5. Removing trash and debris.

6. Placement of horizontal bracing on horizontally supported walls.

C. Ground surface preparation:

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

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

D. Placing and Compacting:

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

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

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

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

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

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

3.8 GRADING

A. General:

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

2. Smooth the finished surfaces within specified tolerance.

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

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

3.9 COMPACTING

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

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

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

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

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

C. Moisture Control:

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

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

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

3.10 QUALITY CONTROL

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

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

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

3.11 TEST FOR DISPLACEMENT OF SEWERS AND STORMDRAINS

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

3.12 MAINTENANCE

A. Protection of newly graded areas:

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

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

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

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

PART 1 - GENERAL

1.1 SUMMARY OF WORK

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

1.2 SUBMITTALS

Submit the following prior to commencing work on the system.

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

1.3 DELIVERY, STORAGE, AND HANDLING

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

B. Handling

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

PART 2 - PRODUCTS

2.1 PIPELINE MATERIALS

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

B. Polyvinyl Chloride (PVC) Plastic Pipe and Fittings

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

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

C. Ductile Iron Pipe (DIP) and Fittings

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

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

D. High Density Polyethylene (HDPE) Corrugated Plastic Pipe

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

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

2.2 SUBSURFACE DRAINS

A. Subsurface drain pipe

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

B. Rock/Gravel Backfill - No. 789 Stone, Per ASTM C 33.

2.3 MISCELLANEOUS MATERIALS

A. Precast Concrete Manhole/Drop Inlet Sections

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

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

PART 3 - EXECUTION

3.1 INSTALLATION OF PIPELINES AND APPURTENANT CONSTRUCTION

A. General Requirements for Installation of Pipelines

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

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

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

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

B. Pipe Laying and Jointing

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

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

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

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

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

C. Special Requirements

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

D. Drop Inlet Construction

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

3.3 FIELD QUALITY CONTROL

A. Field Tests and Inspections

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

B. Pipeline Testing

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

3.4 RECORD CLOSEOUT DOCUMENTS

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

Record Drawings must identify at a minimum:

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

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

END OF SECTION 334100
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Rodney Porter DEPT. Parks – Capital Projects
SUBJECT: SUSIE JACKSON MEMORIAL GARDEN MEMORANDUM OF AGREEMENT WITH CHARLESTON COUNTY
REQUEST: Approval of a Memorandum of Agreement with Charleston County to reimburse the County for the installation of conduit and power line to the Susie Jackson Memorial Garden fountain.

COMMITTEE OF COUNCIL: Ways & Means DATE: July 19, 2022
COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

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<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
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<td></td>
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<td>Amy Wharton</td>
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FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]
If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051628-58240
Balance in Account $6,700.00 Amount needed for this item $6,700.00 Project Number CP2113

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: Approval of this MOA will obligate $6,700.00 of the $100,000.00 project budget. Funding sources for this project are: 2018 General Fund Reserves ($100,000.00).

Mayor's Signature: John J. Tecklenburg, Mayor

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

TO: Charleston City Council

FROM: Rodney H. Porter, PLA  
Department of Parks

RE: Susie Jackson Freedom Memorial Garden  
Charleston County Electrical Services Reimbursement

DATE: June 27, 2022

Please let this memo serve notice of explanation of why there is a request to reimburse Charleston County for services rendered for the Susie Jackson Freedom Memorial Garden.

The City and County have worked collaboratively to construct the garden project. As time was of the essence to complete the fountain, the County agreed to provide electrical service for the fountain being installed in the garden. This service required the installation of a new 30A breaker in the upstairs electrical/mechanical room and run of ¾” conduit from the main house panel to the fountain panel. The County desired to handle this electrical work internally with their own contracted electrician. The County agreed to cover the cost of this electrical work directly with the understanding of being reimbursed by the City.

The cost of this work exceeds the $5,000.00 No Bid Minimum. The County retained Metro Electric Co., Inc. through its own procurement measures and at the time it was interpreted that this could be considered a sole source provider. The project budget accounts for these necessary electrical services, however it was not previously known the County would provide these services directly.
Memorandum of Agreement

This Memorandum of Agreement ("MOA") is entered into as of June __, 2022, between Charleston County and ("County") and the City of Charleston (the "City").

1. The City and County worked collaboratively to construct the Susie Jackson Freedom Memorial Garden.
2. The County, through the use of Metro Electric Co., Inc., installed the conduit and power line to the fountain, as a courtesy to City as time was of the essence to complete the fountain, and with the understanding that the City would reimburse County for the cost of the work.
3. Since the County retained Metro Electric Co., Inc., through its own procurement measures, therefore, the City will require Council approval in order to reimburse the County for this work.
4. Both Parties understand that the City will reimburse the County upon Council approval at its July meeting.

IN WITNESS WHEREOF, the Parties have caused their duly authorized agents to execute this Agreement as of the day and year first written above.

Executed as of the date first stated above.

For the City of Charleston

For Charleston County

By: John J. Tecklenburg
Title: Mayor

By:
Title:
May 17, 2022

Mr. Marty Lee
Charleston County

REF: Charleston County Library Fountain Power

Mr. Lee,

We are pleased to quote the lump sum price of $6,700.00 for the above referenced job as per our site visit.

- New 30A Breaker installed in upstairs electrical/mechanical room
- 3 #8 & #10 ground in ¼" conduit from panel to fountain location.

License #M-1328
Public Utilities License #G-106998

Thank you for the opportunity to quote this project, please call our office should you have any questions.

Sincerely,
METRO ELECTRIC CO., INC.

Brandon T. Stone
Project Manager
**PURCHASE ORDER**

**COUNTY OF CHARLESTON**

**PROCUREMENT DEPARTMENT**

LONNIE HAMILTON PUBLIC SVC.BLD

4045 BRIDGE VIEW DR.

NO.CHARLESTON,SC 29405-7464

**VENDOR:** V00336
METRO ELECTRIC CO INC
PO BOX 71228
CHARLESTON, SC 29415-1228

**SHIP TO:** Facilities Maintenance
Charleston County
4050 Bridge View Dr Suite 700
N CHARLESTON, SC 29405-7464

**RQ# R92238**

**BUYER:** ALEC RAMIREZ

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<td>0001 INSTALL NEW 30A BREAKER IN UPSTAIRS ELECTRICAL/Mechanical Room. 3 #8 &amp; #10 GROUND IN 3/4&quot; Conduit FROM PANEL TO FOUNTAIN LOCATION. POWER SUPPLY TO THE SUSIE JACKSON FREEDOM MEMORIAL GARDEN, MAIN LIBRARY. TASK ID #103569</td>
<td>6,700</td>
<td>DOLL</td>
<td>1.00</td>
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**PO Total**

**PROAXR**

6,700.00

**AUTHORIZED SIGNATURE FOR CHARLESTON COUNTY**

The seller agrees to and shall be bound by the Terms and Conditions attached to this purchase order.
TERMS AND CONDITIONS

BY ACCEPTANCE OF THIS ORDER SELLER AGREES WITH BUYER AS FOLLOWS:

This order may be accepted only upon the terms and conditions set forth herein unless otherwise indicated on the front of this document. When so accepted, this order contains the complete and final agreement between the County, as Buyer, and the Seller respecting the goods and services specified. Any additional or different terms proposed by the Seller, including but not limited to terms in invoices, catalogs, manuals, or descriptive literature, are hereby rejected unless specifically accepted in writing by the County.

The Seller, by acceptance of this order, will be deemed to represent that Seller has complied, or will comply, with all applicable Federal, State, and local laws and ordinances and all lawful orders, rules and regulations thereunder.

All shipments are to be made F.O. B. destination, freight prepaid, to the receiving point designated in the “ship to” block on the front of this form. If other than F.O.B. destination is authorized, which authorization must be in writing, all transportation, insurance, crating and/or packing charges are to be agreed upon in advance and entered as separate items on Seller's invoice.

In connection with any cash discounts offered, the period of computations will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage or nonconformity if nonconforming goods are accepted, the cash discount period shall commence on the date final approval for payment is granted by the County. If a discount is applicable to the transaction, but the invoice does not reflect the existence of a cash discount, the County is entitled to a cash discount with the period commencing on the date it is determined by the County that a cash discount applies. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the check.

Subject to conditions beyond the control of the Seller, delivery or completion must actually be effected within the time stated on this Purchase Order. If for any reason whatsoever, including conditions beyond the control of the Seller, completion is not timely, the County reserves the right to obtain the goods or services elsewhere and to charge Seller with any loss incurred as a result thereof, or at its option, to cancel the order. It is understood that time is of the essence under this agreement. Seller shall make no partial deliveries hereunder unless Buyer shall consent thereto. Whenever the Seller has knowledge that any actual or potential labor dispute or other condition is delaying or threatens to delay Seller’s timely performance, Seller shall promptly inform Buyer.

Any materials shipped in excess of the quantity specified in the order may, at Buyer’s option, be returned to Seller at Seller’s expense. Buyer will not be obligated to pay for services or labor provided in excess of that specified in the order.

All goods purchased hereunder shall be subject to inspection by the Buyer to the extent practicable at all times and places, including the period of manufacture. Notwithstanding any prior inspection or payments hereunder, items shall also be subject to final inspection prior to acceptance within a reasonable time after delivery. No inspection or test made prior to the final inspection shall relieve the Seller from responsibility for defects or other failure to meet the requirements of this order.

Seller warrants that all items delivered hereunder shall be free from defects in workmanship, material, and manufacture and shall comply with the requirements of this agreement, including any drawings or specifications issued by Buyer. Seller further warrants that all items purchased hereunder shall be of merchantable quality and shall be fit and suitable for the purposes intended. Seller further warrants that the goods and/or services delivered hereunder shall not infringe any patent, trademark, or copyright and that Seller shall defend Buyer from any such claim and indemnify Buyer for any loss, cost, or expense therefrom, incidental thereto or as a consequence thereof. The foregoing warranties are conditions to this agreement and are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance or payment by the Buyer. If any warranties specified herein or otherwise applicable are breached by the Seller, Buyer may, at its option, (a) require the Seller to correct, at Seller’s sole expense, any defect or nonconformance by repair or replacement, or (b) return any defective or nonconforming goods to Seller at the Seller’s sole expense and recover from Seller the price thereof. The foregoing remedies are in addition to all other remedies at law or in equity, or as contained in this agreement and shall not be deemed to be exclusive. The foregoing representations and warranties shall survive acceptance of the goods and services.

The manufacturer guarantees that the design of equipment being purchased conforms to NFPA, UL, ANSI, OSHA, and any other existing safety standards in effect at the time of shipment. The Buyer expressly relies on such guarantee as transmitted by delivery.

This order shall be governed by the laws of the State of South Carolina applicable to contracts made and to be performed solely within that state. This order shall not be modified except by written agreement of Buyer and Seller. If litigation arises out of or under this agreement, the Seller agrees to submit to the jurisdiction of the State of South Carolina and agrees that the laws of South Carolina will control this agreement.

This Purchase Order is not assignable by the Seller without the prior consent of the Buyer.

The failure of Buyer to enforce at any time any of the provisions of this agreement shall in no way be construed as a waiver of such provision nor in any way affect the right of the Buyer thereafter to enforce each and every provision of this agreement.
**Invoice 36351**

**Bill to:**
CHARLESTON CTY FACILITIES
4050 BRIDGE VIEW DRIVE
N CHARLESTON, SC 29405

**Job:**
522007
CCTY-LIBRARY FOUNTAIN-LS

---

**Invoice #:** 36351
**Payment Terms:** NET 30 DAYS
**Customer Code:** CHARCOUN

---

**Customer P.O. #:** P72061
**Salesperson:** BRANDON STONE

---

CHAS COUNTY LIBRARY FOUNTAIN POWER (MARTY LEE)

100% COMPLETE
AS PER ABOVE REF PURCHASE ORDER

---

Invoice Amount: 6,700.00

---

SubTotal: 6,700.00
Retention: 
Current Due: 6,700.00

---

Sandy Osborne
6/16/22

---

We certify that:
1. All goods & services were furnished in compliance with the Fair Labor Standards Act & the Equal Opportunity Act.
2. All applicable S.C. sales tax has been paid.
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Ed Boinest / Andrew Jones DEPT. Parks - Capital Projects
SUBJECT: JOHNS ISLAND FIRE STATION #23 CONSTRUCTION MANAGER AT RISK CONTRACT
REQUEST: Approval of a Construction Manager at Risk Contract with Hill Construction Services of Charleston in the amount of $71,390.00 for preconstruction services including schematic design, design development, and construction documents for the construction of a 3-bay fire station located at Maybank Highway on Johns Island.

COMMITTEE OF COUNCIL: Ways & Means DATE: July 19, 2022
COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

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<th>CPR Committee Chair</th>
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<td>Amy Warriner</td>
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FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐
If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051624-58238
Balance in Account $71,390.00 Amount needed for this item $71,390.00
Project Number CP2009

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Warriner

FISCAL IMPACT: Approval of the CMAR Contract will obligate $71,390.00 of the $8,951,156.00 project budget. Funding sources for this project are: 2021 IPRB Bond ($8,951,156.00).

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.
AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

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

and the Construction Manager:
(Name, legal status, address, and other information)

Hill Construction Services of Charleston
Chip Crane, President and CEO
295 Seven Farms Drive, Suite 301
Charleston, SC 29492

for the following Project:
(Name, location, and detailed description)

CP 2009 – Fire Station 23
Wilds Battery Blvd at Maybank Highway
Johns Island, SC 29455

The Architect:
(Name, legal status, address, and other information)

Liollio Architecture
Jennifer Charzewski, Principal
1640 Meeting Street Road, Suite 202
Charleston, SC 29405

The Owner and Construction Manager agree as follows.
TABLE OF ARTICLES

1 INITIAL INFORMATION
2 GENERAL PROVISIONS
3 CONSTRUCTION MANAGER’S RESPONSIBILITIES
4 OWNER’S RESPONSIBILITIES
5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7 COST OF THE WORK FOR CONSTRUCTION PHASE
8 DISCOUNTS, REBATES, AND REFUNDS
9 SUBCONTRACTS AND OTHER AGREEMENTS
10 ACCOUNTING RECORDS
11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12 DISPUTE RESOLUTION
13 TERMINATION OR SUSPENSION
14 MISCELLANEOUS PROVISIONS
15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION
§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner’s program for the Project, as described in Section 4.1.1:
(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)

Three bay station, approximately 12,000 to 14,000 square feet with a multi-purpose training room, dayroom, exercise room, offices, etc.

§ 1.1.2 The Project’s physical characteristics:
(Identify or describe pertinent information about the Project’s physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Property TMS 464-02-00-051, 3.6 acres located at intersection of Wildts Battery Blvd and Maybank Hwy

§ 1.1.3 The Owner’s budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)
§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:
   Unknown at time of execution

.2 Construction commencement date:
   Unknown at time of execution

.3 Substantial Completion date or dates:
   Unknown at time of execution

.4 Other milestone dates:
   Unknown at time of execution

§ 1.1.5 The Owner’s requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:

(Identify any requirements for fast-track scheduling or phased construction.)

N/A

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:

(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

Visible sustainability elements such as PV panels, reuse of rainwater, etc.

(Paragraphs deleted)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

(List name, address, and other contact information.)

Edward H. Boinest, III
Senior Construction Project Manager
823 Meeting Street
Charleston, SC 29403
email: Boinest5@charleston-sc.gov

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Construction Manager’s submittals to the Owner are as follows:

(List name, address and other contact information.)

N/A

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A
.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect’s representative:

(List name, address, and other contact information.)

Liollio Architecture
Jennifer Charzewski, AIA, LEED AP, Principle
1640 Meeting Street Road, Suite 202
Charleston, SC 29405
Office: 843-762-2222
email: Jennifer@liollio.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

(List name, address, and other contact information.)

Hill Construction Services of Charleston
Chip Crane and Bart Bodkin
295 Seven Farms Road, suite 301
Charleston, SC 29492
Mobile: 843-478-4063
Email: Chip@hillcon.com

§ 1.1.13 The Owner’s requirements for the Construction Manager’s staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

See Preconstruction Services Fee Breakdown, Exhibit C

§ 1.1.14 The Owner’s requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

N/A

§ 1.1.15 Other Initial Information on which this Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager’s services, and the Compensation. The Owner shall adjust the Owner’s budget for the Guaranteed Maximum Price and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
§ 1.3 Neither the Owner’s nor the Construction Manager’s representative shall be changed without ten days’ prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price Proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager’s skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. In addition to the foregoing, the Construction Manager warrants and represents to the Owner that: the Construction Manager is currently: (1) financially solvent, (2) able to pay its debts as they mature, (3) possessed of sufficient working capital to complete this Agreement pursuant to its terms and conditions, (4) able to furnish the equipment, materials, supplies, tools and labor necessary to complete the Work pursuant to this Agreement, (5) experienced in and competent to perform the Work necessary to fulfill this Agreement, (6) qualified to perform the duties of the Construction Manager pursuant to this Agreement, (7) authorized to do business in the State of South Carolina and the City and County of Charleston, and (8) holds the necessary licenses, permits and other special licenses to perform the Work, as and if required by law. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance, Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term “Contractor” as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in the modified A201-2017, which document is incorporated herein by reference. The term “Contractor” as used in the modified A201-2017 shall mean the Construction Manager.

§ 2.3.3 The general conditions applicable to this Project are set forth in the Modified A201-2017 for this Project. If this Agreement or any other Contract Document references the AIA Document A201-2017 without reference to a "modified" descriptor, the Modified A201-2017 shall still govern.

ARTICLE 3 CONSTRUCTION MANAGER’S RESPONSIBILITIES

The Construction Manager’s Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of the modified A201-2017 referenced in Section 2.3.1. The Construction Manager’s Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.
§ 3.1 Preconstruction Phase
§ 3.1.1 Extent of Responsibility
The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner’s program, schedule and construction budget requirements, each in terms of the other. The Construction Manager shall prepare a preliminary GMP based on the Phase I Architectural Documents. The Construction Manager shall prepare a final GMP based on the Phase II Construction Documents.

§ 3.1.3 Consultation
§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Preconstruction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule
When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update, at least monthly, a Project schedule for the Architect’s review and the Owner’s acceptance. The Construction Manager shall obtain the Architect’s approval for the portion of the Project schedule relating to the performance of the Architect’s services. The Project schedule shall coordinate and integrate the Construction Manager’s services, the Architect’s services, other Owner consultants’ services, and the Owner’s responsibilities; and identify items that affect the Project’s timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; date of substantial completion and the occupancy requirements of the Owner. If an unforeseen condition occurs affecting the critical path, the Construction Manager shall report the occurrence within 48 hours and revise the project schedule within 5 calendar days.

§ 3.1.5 Phased Construction
The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates
§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect’s review and the Owner’s approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.
§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect’s review and the Owner’s approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager’s cost estimates and the Architect’s cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect’s review and the Owner’s approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner’s review and approval.

(Paragraph deleted)

§ 3.1.11 Subcontractors and Suppliers
§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner’s requirements, for the Owner’s review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders’ interest in the Project and timely report that interest to the Owner and Architect.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement
The Construction Manager shall prepare, for the Architect’s review and the Owner’s acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws
The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services
Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document
(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

See Exhibit C for Preconstruction Services and Scope
§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner’s and Architect’s review, and the Owner’s acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager’s estimate of the Cost of the Work, the Construction Manager’s contingency described in Section 3.2.4, and the Construction Manager’s Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
.2 A list of the clarifications, qualifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager’s contingency set forth in Section 3.2.4; and the Construction Manager’s Fee;
.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager’s Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager’s exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. Any unused contingency shall be retained by or returned to the Owner. The contingency shall be itemized separately in each pay application.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.
§ 3.3 Construction Phase

§ 3.3.1 General
§ 3.3.1.1 For purposes of Section 8.1.2 of the modified A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase and the date shall be mutually agreed upon by the Owner and Construction Manager. The parties shall agree on a completion date when the GMP is set.

§ 3.3.1.2 The Construction Phase shall commence upon issuance of the written Notice to Proceed by the Owner. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration
§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of the modified A201–2017.

§ 3.3.2.3 Monthly Report
The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs
The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control
The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER’S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner
§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in the modified A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner’s other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project’s scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Construction Manager’s performance of the Work.
with reasonable promptness after receiving the Construction Manager’s written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, water table elevations, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Construction Manager’s performance of the Work with reasonable promptness after receiving the Construction Manager’s written request for such information or services.

(Paragraph deleted)

§ 4.2 Owner’s Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner’s representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of the modified A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner’s authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™. 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect’s scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager’s Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

NTE $71,390.00, which includes $66,440 for scope of work plus $4,950 reimbursables

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager’s Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)
See Exhibit C

<table>
<thead>
<tr>
<th>Individual or Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>$135 per hour</td>
</tr>
<tr>
<td>Senior Preconstruction Manager</td>
<td>$150 per hour</td>
</tr>
</tbody>
</table>

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services may be equitably adjusted.

§ 5.2 Payments
§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon receipt of the Construction Manager’s invoice by the Owner. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager. (Insert rate of monthly or annual interest agreed upon.)

Zero (0) %

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
§ 6.1 Contract Sum
§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager’s performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager’s Fee.

§ 6.1.2 The Construction Manager’s Fee:
(STATE A LUMP SUM, PERCENTAGE OF COST OF THE WORK OR OTHER PROVISION FOR DETERMINING THE CONSTRUCTION MANAGER’S FEE.)

Not to Exceed

§ 6.1.3 The method of adjustment of the Construction Manager’s Fee for changes in the Work:
Hourly rate as indicated in Exhibit C

§ 6.1.4 Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work:
To be determined

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed fifty percent (50%) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(INSERT TERMS AND CONDITIONS FOR LIQUIDATED DAMAGES, IF ANY.)

For each calendar day that substantial completion exceeds the Contract Time, the Construction Manager shall be liable to Owner for one thousand five hundred dollars ($1,500.00) per calendar day as liquidated damages. Such liquidated damages are agreed by Owner and Construction Manager to be a reasonable estimate of the Owner’s damages, and not penalties, for Construction Manager’s delayed completion of the Work. The Owner may deduct liquidated damages from any unpaid amounts due the Construction Manager under this Agreement. If there are no unpaid amounts that the Owner may deduct from, Construction Manager shall still be liable to compensate the Owner for the liquidated damages.
Liquidated damages shall not accrue after substantial completion provided that the Construction Manager completes all punch list work within the time limit set forth in this Agreement. If the Construction Manager fails to complete the punch list work within the stated time limit, Owner shall be entitled to recover liquidated damages per calendar day, in the amount stated above, until the Construction Manager completes the punch list work. Termination of this Agreement for any reason or cause shall not relieve Construction Manager’s liability for liquidated damages, including those liquidated damages that may have accrued prior to the date of termination.

§ 6.17 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Note.
§ 6.2 Guaranteed Maximum Price
The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work
§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. Such change to be agreed to in writing upon acceptance of change by Owner.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of the modified AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of the modified AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of the modified A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts. Construction Manager shall ensure that all subcontractor agreements limit the "allowance for overhead and profit" to ten percent (10%) on change order work.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of the modified AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7  COST OF THE WORK FOR CONSTRUCTION PHASE
§ 7.1 Costs to Be Reimbursed
§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.
§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity, and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

N/A

§ 7.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement, except that a subcontractor’s overhead and profit on change orders shall not exceed ten percent (10%).

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner’s property at the completion of the Work or, at the Owner’s option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner’s prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.
§ 7.5.4 Costs of the Construction Manager’s site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner’s prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for all bonds which the Construction Manager is required by the Contract Documents to purchase and maintain will be billed to the Project at the actual cost. General Liability Insurance purchased and maintained by the Construction Manager will be billed to the Project at the prorated actual cost.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner’s prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner’s prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, including a City of Charleston business license for Construction Manager and any of its subcontractors, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of the modified AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner’s consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of the modified AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager’s Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner’s prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager’s negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement to further the performance of the Work, as determined by the Owner, and only by the Owner’s prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager’s standard written personnel policy for relocation and temporary living allowances of the Construction Manager’s personnel required for the Work, with the Owner’s prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager’s supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.
§ 7.7 Other Costs and Emergencies
§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of the modified AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of the modified AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.7.5 If the Owner supplements the Construction Manager’s forces, such reasonable costs incurred by the Owner shall be considered a Cost of the Work and included in the GMP.

§ 7.8 Related Party Transactions
§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed
§ 7.9.1 The Cost of the Work shall not include the items listed below:

*.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2;

*.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

*.3** Expenses of the Construction Manager's principal office and offices other than the site office;

*.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

*.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

*.6** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

*.7** Any cost not specifically and expressly described in Sections 7.1 to 7.7;

*.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;

*.9** Costs for services incurred during the Preconstruction Phase;

*.10** Late Payment charges, interest charges, or penalties of any kind; and

*.11** Any cost not supported by invoices or other evidence demonstrating payment.
ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS
§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS
§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager’s own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager’s list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner’s prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS
The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner’s auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager’s records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor’s proposals, Subcontractor’s invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
§ 11.1 Progress Payments
§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager’s Fee. Construction Manager shall submit a Conditional Waiver and Release of Mechanic’s Lien in a form satisfactory to the Owner, from all subcontractors and vendors whose work is included in the payment applications.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager’s Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require and be approved by the Owner. The schedule of values shall be used as a basis for reviewing the Construction Manager’s Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect and such allocation must be approved by the Owner in writing.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with the modified AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:
1. That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
2. That portion of the Guaranteed Maximum Price properly allocable to insured materials and equipment delivered and suitably stored in a bonded warehouse or at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
3. That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified; and
4. The Construction Manager’s Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1 and 11.1.7.12 at the rate stated in Section 6.1.2 or, if the Construction Manager’s Fee is stated as
a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;
.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of the modified AIA Document A201–2017;
.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of the modified AIA Document A201–2017;
.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten Percent (10%)

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

NA

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Until the Work is fifty percent (50%) complete, the Architect shall authorize, with Concurrence of the Owner, ninety percent (90%) of the amount due to the Construction Manager on account of progress payments. At the time the Work is fifty percent (50%) complete and thereafter, the Architect with the Concurrence of the Owner, may authorize ninety-five percent (95%) of the amount due to the Construction Manager on account of progress payments. The granting of such request will be subject to the Architect’s and Owner’s concurrence that the Project is on schedule and that the workmanship and other items are satisfactory. Ultimately, any reduction of retainage shall be at the sole discretion of the Owner. Retainage shall continue until Final Completion and Final Payment, subject to Sections 9.8.5 and 9.8.6 of the Modified A201–2017.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8 and reduction of cost for uncompleted or deficient work. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner’s audit and reconciliation, upon Substantial Completion.)

NA

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of the modified AIA Document A201–2017.

§ 11.1.10 Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.
§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager’s Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner’s auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment
§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager within thirty (30) days after the following acts have been performed:

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager’s responsibility to correct Work as provided in Article 12 of the modified AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment;

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2; and

.4 all closeout documents and requirements are completed, as set forth in the modified AIA Document A201–2017.

§ 11.2.2 Within 30 days of the Owner’s receipt of the Construction Manager’s final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors’ findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect’s reasons for withholding a certificate as provided in Article 9 of the modified AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of the modified AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 11.2.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of the modified AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

(Paragraphs deleted)
§ 11.2.4 If, subsequent to final payment, and at the Owner’s request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager’s Fee applicable therefor, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.
§ 11.3 Interest
Payments due and unpaid under the Contract shall not bear interest.
(Insert rate of interest agreed upon, if any.)

Zero Percent (0) %

ARTICLE 12 DISPUTE RESOLUTION
§ 12.1 Initial Decision Maker

(Paragraphs deleted)

§ 12.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Choose the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[ X ] Litigation in the Court of Common Pleas for Charleston County, SC.

[ ] Other: (Specify)

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION
§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment
§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Article 14 of the modified A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an
§ 13.1.8 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment
§ 13.2.1 Termination
The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of the modified AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause
§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of themodified AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of the modified AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:
1. Take the Cost of the Work incurred by the Construction Manager to the date of termination;
2. Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
3. Subtract the aggregate of previous payments made by the Owner; and
4. Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of the modified AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience
The Owner may terminate the Contract for convenience in accordance with Article 14 of (Paragraphs deleted) the modified AIA Document A201–2017.
§ 13.3 Suspension  
The Work may be suspended by the Owner as provided in Article 14 of the modified AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time may be increased as provided in Article 14 of the modified AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14  MISCELLANEOUS PROVISIONS  
§ 14.1 Terms in this Agreement shall have the same meaning as those in the modified A201–2017. Where reference is made in this Agreement to a provision of the modified AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns  
§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of the modified A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

| 14.3.1 Preconstruction Phase |
The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

| 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than those specified in Article 11 of the modified AIA Document A201-2017. |
| 14.3.1.3 Umbrella coverage of not less than Five-Million ($5,000,000) dollars. The umbrella policy shall be a "follow-form" and shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. |
| 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than those specified in Article 11 of the modified AIA Document A201-2017. |
| 14.3.1.5 Professional Liability, if required, covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than those specified in Article 11 of the modified AIA Document A201-2017. |
| 14.3.1.6 Other Insurance (List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.) |

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<th>Coverage</th>
<th>Limits</th>
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See Article 11 of the modified AIA A201-2017 for any other insurance requirements for this Project.
§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase
After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in the modified AIA Document A201-2017 and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article I of the modified AIA Document A201–2017, may be given in accordance with method for electronic transmission as set forth in the Agreement.
(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:
N/A

ARTICLE 15 SCOPE OF THE AGREEMENT
§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:
.1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
.3 AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified.
.4 Minority-Owned and Women-Owned Business Enterprises Form, Exhibit B

(Paragraph deleted)
.5 Preconstruction Services Fee Breakdown, Exhibit C

.6 Other Exhibits:
(Check all boxes that apply.)

[ ]

[ ] Supplementary and other Conditions of the Contract:

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<th>Document</th>
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User Notes:
(1685538152)
Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

John J. Tecklenburg  Mayor
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Chip Crane  President and CEO
(Printed name and title)
Additions and Deletions Report for
AIA® Document A133™ – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:32:45 ET on 09/29/2022.

PAGE 1

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

...

Hill Construction Services of Charleston
Chip Crane, President and CEO
295 Seven Farms Drive, Suite 301
Charleston, SC 29402

...

CP 2009 – Fire Station 23
Wildts Battery Blvd at Maybank Highway
Johns Island, SC 29455

...

Liollio Architecture
Jennifer Charzewski, Principal
1640 Meeting Street Road, Suite 202
Charleston, SC 29405

PAGE 2

Three bay station, approximately 12,000 to 14,000 square feet with a multi-purpose training room, dayroom, exercise room, offices, etc.

...

Property TMS 464-02-00-051, 3.6 acres located at intersection of Wildts Battery Blvd and Maybank Hwy

PAGE 3

Unknown at time of execution

...

Unknown at time of execution

...

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User Notice:
(16939394152)
Unknown at time of execution

Unknown at time of execution

N/A

Visible sustainability elements such as PV panels, reuse of rainwater, etc.

§ 1.4.6.4 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or work in any way associated with the Sustainable Objective.

§ 1.4.7 Other Project Information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

Edward H. Boines, III
Senior Construction Project Manager
823 Meeting Street
Charleston, SC 29403
email: BoinesE@charleston-sc.gov

N/A

PAGE 4

N/A

LioiJia Architecture
Jennifer Chrobakowski, AIA, LEED AP, Principle
1640 Meeting Street Road, Suite 202
Charleston, SC 29405
Office: 843-762-2222
email: Jennifer@liojia.com
See Preconstruction Services Fee Breakdown, Exhibit C

N/A

N/A

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The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. In addition to the foregoing, the Construction Manager warrants and represents to the Owner that the Construction Manager is currently: (1) financially solvent, (2) able to pay its debts as they mature, (3) possessed of sufficient working capital to complete this Agreement pursuant to its terms and conditions, (4) able to furnish the equipment, materials, supplies, tools and labor necessary to complete the Work pursuant to this Agreement, (5) experienced in and competent to perform the Work necessary to fulfill this Agreement, (6) qualified to perform the duties of the Construction Manager pursuant to this Agreement, (7) authorized to do business in the State of South Carolina and the City and County of Charleston, and (8) holds the necessary licenses, permits and other special licenses to perform the Work, as and if required by law. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Relevance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in the modified A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in the modified A201-2017 shall mean the Construction Manager.

§ 2.3.3 The general conditions applicable to this Project are set forth in the Modified A201-2017 for this Project. If this Agreement or any other Contract Document references the AIA Document A201-2017 without reference to a "modified" descriptor, the Modified A201-2017 shall still govern.

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of the modified A201-2017 referenced in Section 2.3.1. The Construction Manager's
Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner’s program, schedule and construction budget requirements, each in terms of the other. The Construction Manager shall prepare a preliminary GMP based on the Phase I Architectural Documents. The Construction Manager shall prepare a final GMP based on the Phase II Construction Documents.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E201 DM, 2013, Building Information Modeling and Digital Data Exhibit Project, to establish the protocols for the development, use, transmission, and exchange of digital data.

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update, update, at least monthly, a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect’s approval for the portion of the Project schedule relating to the performance of the Architect’s services. The Project schedule shall coordinate and integrate the Construction Manager’s services, the Architect’s services, other Owner consultants’ services, and the Owner’s responsibilities; and identify items that affect the Project’s timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; date of substantial completion and the occupancy requirements of the Owner. If an unforeseen condition occurs affecting the critical path, the Construction Manager shall report the occurrence within 48 hours and revise the project schedule within 5 calendar days.

§ 3.1.10 If the Owner identifies a Sustainable Objective in Article 4, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234 DM, 2019, Sustainable Projects Exhibit Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project, Project and timely report that interest to the Owner and Architect.

See Exhibit C for Preconstruction Services and Scope.

§ 3.2.4 In preparing the Construction Manager’s Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager’s exclusive use to cover those costs that are included in the...
Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. Any unused contingency shall be retained by or returned to the Owner. The contingency shall be itemized separately in each pay application.

§ 3.3.1.1 For purposes of Section 8.1.2 of the modified A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase, the Construction Phase and the date shall be mutually agreed upon by the Owner and Construction Manager. The parties shall agree on a completion date when the GMP is set.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner’s execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties: issuance of the written Notice to Proceed by the Owner. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of the modified A201–2017.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in the modified A201–2017 Section 2.2.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, water table elevations, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.4.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E397–2017, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner’s representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of the modified A201–2017, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

NTE $71,390.00, which includes $66,440 for scope of work plus $4,950 reimbursables.

See Exhibit C.
§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services shall be equitably adjusted.

...
§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. Such change to be agreed to in writing upon acceptance of change by Owner.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of the modified AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontractors awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of the modified A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontractors awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontractors. Construction Manager shall ensure that all subcontractor agreements limit the "allowance for overhead and profit" to ten percent (10%) on change order work.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of the modified AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

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N/A

...

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontractors and this Agreement except that a subcontractor’s overhead and profit on change orders shall not exceed ten percent (10%).

...

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

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§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract shall be prepared by the Construction Manager that is required by the Contract Documents to purchase and maintain will be billed to the Project at the actual cost. General Liability Insurance purchased and maintained by the Construction Manager will be billed to the Project at the prorated actual cost.

...

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, including a City of Charleston business license for Construction Manager and any of its subcontractors, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of the modified AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.
§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner’s consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of the modified AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager’s Fee or subject to the Guaranteed Maximum Price.

§ 7.6.9 Legal, mediation and arbitration costs, including attorney’s fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and to further the performance of the Work, as determined by the Owner, and only with the Owner’s prior approval, which shall not be unreasonably withheld.

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§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of the modified AIA Document A201-2017.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of the modified AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.7.5 If the Owner supplements the Construction Manager’s forces, such reasonable costs incurred by the Owner shall be considered a Cost of the Work and included in the GMP.

.1 Salaries and other compensation of the Construction Manager’s personnel stationed at the Construction Manager’s principal office or offices other than the site office, except as specifically provided in Section 7.3, or as may be provided in Article 14:7.2.

§ 7.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded, and

§ 7.9 Costs for services incurred during the Preconstruction Phase Phase;

§ 7.10 Late Payment charges, interest charges, or penalties of any kind; and

§ 7.11 Any cost not supported by invoices or other evidence demonstrating payment.

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§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee. Construction Manager shall submit a Conditional Waiver and Release of Mechanic's Lien in a form satisfactory to the Owner, from all subcontractors and vendors whose work is included in the payment applications.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require, require and be approved by the Owner. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect. Architect and such allocation must be approved by the Owner in writing.

§ 11.1.7 In accordance with the modified AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. That portion of the Guaranteed Maximum Price properly allocable to insured materials and equipment delivered and suitably stored in a bonded warehouse or at the site for subsequent incorporation in the completed construction, or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

2. The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of the modified AIA Document A201–2017;

4. For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of the modified AIA Document A201–2017;

Ten Percent (10%)

NA

Until the Work is fifty percent (50%) complete, the Architect shall authorize, with Concurrence of the Owner, ninety percent (90%) of the amount due to the Construction Manager on account of progress payments. At the time the Work is fifty percent (50%) complete and thereafter, the Architect with the Concurrence of the Owner, may authorize...
ninety-five percent (95%) of the amount due to the Construction Manager on account of progress payments. The granting of such request will be subject to the Architect's and Owner's concurrence that the Project is on schedule and that the workmanship and other items are satisfactory. Ultimately, any reduction of retainage shall be at the sole discretion of the Owner. Retainage shall continue until Final Completion and Final Payment, subject to Sections 9.8.5 and 9.8.6 of the Modified AIA 2017.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8.3 and reduction of cost for uncompleted or deficient work. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

...”

N/A

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of the modified AIA Document A201–2017.

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§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager within thirty (30) days after the following acts have been performed:

1. the Construction Manager has fully performed the Contract, except for the Construction Manager’s responsibility to correct Work as provided in Article 12 of the modified AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

2. the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment;

3. a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.1; and

4. all closeout documents and requirements are completed, as set forth in the modified AIA Document A201–2017.

...”

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect’s reasons for withholding a certificate as provided in Article 9 of the modified AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of the modified AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 11.2.2.3 If the Owner’s auditor’s report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of the modified AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 11.2.3 The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

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Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located, not bear interest.

...

Zero Percent (0) %

...

§ 12.1.4 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.3 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

...

[ ] Litigation in a court of competent jurisdiction X ] Litigation in the Court of Common Pleas for Charleston County, SC.

...

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Article 14 of the modified A201–2017.

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§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated, terminated and if the Construction Manager has not previously been paid for such costs by the Owner. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the reasonable costs necessarily incurred by the Construction Manager because of such termination.

...

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of the modified AIA Document A201–2017.
§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of the modified AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of the modified AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

... Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of the modified AIA Document A201–2017.

... If the Owner terminates, The Owner may terminate the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount or method for determining the fee; if any; payable to the Construction Manager following a termination for the Owner’s convenience.)


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The Work may be suspended by the Owner as provided in Article 14 of the modified AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall may be increased as provided in Article 14 of the modified AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

§ 14.1 Terms in this Agreement shall have the same meaning as those in the modified A201–2017. Where reference is made in this Agreement to a provision of the modified AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of the modified A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than ($—) for each occurrence and—($—) in the aggregate for bodily injury and property damage those specified in Article 11 of the modified AIA Document A201–2017.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ($—) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutory-automobile coverage those specified in Article 11 of the modified AIA Document A201–2017.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy Umbrella coverage of not less than Five-Million.
§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ($—) each accident, ($—) each employee, and ($—) policy limit, those specified in Article 11 of the modified AIA Document A201-2017.

§ 14.3.1.5 Professional Liability Liability, if required, covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ($—) per claim and ($—) in the aggregate, those specified in Article 11 of the modified AIA Document A201-2017.

See Article 11 of the modified AIA A201-2017 for any other insurance requirements for this Project.

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess of umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

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§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in the modified AIA Document A133™ 2019 Exhibit B, and A201-2017 and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of the modified AIA Document A201-2017, may be given in accordance with AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below; method for electronic transmission as set forth in the Agreement.

... N/A ...

... 3 AIA Document A133™ 2019, Exhibit B, Insurance and Bonds
4 AIA Document A201™ 2017, General Conditions of the Contract for Construction as modified.
5 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
   Minority-Owned and Women-Owned Business Enterprises Form, Exhibit B
   (Insert the date of the E203 2013 incorporated into this Agreement.)

5 Preconstruction Services Fee Breakdown, Exhibit C ...

[ ] AIA Document E334™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
   (Insert the date of the E334 2019 incorporated into this Agreement.)

PAGE 24

John J. Tecklenburg, Mayor
Chip Crane, President and CEO
Certification of Document's Authenticity
AIA® Document D401™ -- 2003

I, Jared H. Garraux, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:32:45 ET on 06/29/2022 under Order No. 9139108706 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ — 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)
Guaranteed Maximum Price Amendment

This Amendment dated the ___ day of ___ in the year ___ is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the ___ day of ___ in the year ___ (the “Agreement”).
(In words, indicate day, month, and year.)

for the following PROJECT:
(Name and address or location)

« CP 2009 – Fire Station 23 »
« Wildts Battery Blvd at Maybank Hwy Johns Island, SC 29455 »

THE OWNER:
(Name, legal status, and address)

« City of Charleston »« Department of Parks »
« 823 Meeting Street Charleston, SC 29403 »

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

« Hill Construction Services of Charleston »« 295 Seven Farms Drive, Suite 301 Charleston, SC 29492 »

TABLE OF ARTICLES

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ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed $ (subject to additions and deductions by Change Order as provided in the Contract Documents.)

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement. (Provide itemized statement below or reference an attachment.)

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
</table>

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
<th>Conditions for Acceptance</th>
</tr>
</thead>
</table>

§ A.1.1.6 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
</table>

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of execution of this Amendment.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion
§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work.
(Check one of the following boxes and complete the necessary information.)

[ ☐ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ☐ ] By the following date: ( )

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Substantial Completion Date</th>
</tr>
</thead>
</table>

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Construction Manager’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

<table>
<thead>
<tr>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)
§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS
§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

<table>
<thead>
<tr>
<th>OWNER (Signature)</th>
<th>CONSTRUCTION MANAGER (Signature)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Printed name and title)</td>
<td>(Printed name and title)</td>
</tr>
</tbody>
</table>

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General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

CP 2009 - Fire Station 23
Wilds Battery Blvd at Maybank Highway
Johns Island, SC 29455

THE OWNER:
(Name, legal status and address)

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

THE ARCHITECT:
(Name, legal status and address)

Liollio Architecture
Jennifer Charzewski, Principal
1640 Meeting Street Road, Suite 202
Charleston, SC 29405

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11 INSURANCE AND BONDS
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ADDITIONS AND DELETIONS:
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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.
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User Notes:
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ARTICLE 1 GENERAL PROVISIONS
§ 1.1 Basic Definitions
§ 1.1.1 The Contract Documents
The Contract Documents are enumerated in the Agreement titled “AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor” as revised (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor’s bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract
The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect’s consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor except as provided in Paragraph 5.4 of this document, (3) between the Owner and the Architect or the Architect’s consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect’s duties.

§ 1.1.3 The Work
The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project
The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings
The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications
The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services. If there is a conflict between the specifications and the drawings, then the specifications shall govern.

§ 1.1.7 Contractor’s use of Instruments of Service In Electronic Form
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect’s consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.7.1 The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of Instruments of Service in electronic form. The executed Contract Documents shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

§ 1.1.7.2 The Contractor shall not transfer to any parties other than sub-contractors or reuse Instruments of Service in electronic or machine-readable form without the prior written consent of the Architect. All such documents shall
be used for the sole and limited purpose of shop drawing preparation, all other purposes being expressly prohibited without prior written consent of the Architect.

§ 1.1.8 Initial Decision Maker
The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 “Knowledge” or “knows” as used in references to the Contractor shall include that which the Contractor knows or should know in the exercise of the care, skill and diligence required by the Contract Documents and that of a competent contractor.

§ 1.1.10 References to Contractor herein shall refer to the Construction Manager for this Project.

§ 1.2 Correlation and intent of the Contract Documents
§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. If there is any inconsistency in the Contract Documents, the Contractor shall provide the better quality or greater quantity of work or comply with the more stringent requirements.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation
In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.4.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities: (1) The agreement; (2) Addenda with those of later date having precedence over those of earlier date; (3) Supplementary Conditions; (4) The General Conditions of the Contract for Construction; (5) Specifications; and (6) Drawings.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other instruments of Service
§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.
§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice
§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission
The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance
Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER
§ 2.1 General
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph Deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements
§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time may be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within thirty (30) days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time may be extended appropriately and the Contract
Sum may be increased by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as “confidential,” the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose “confidential” information, after seven (7) days’ notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose “confidential” information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Contractor shall notify Owner in writing of all approvals, easements, assessments, and charges required for construction or occupancy of permanent structures of which the Contractor has knowledge. Written notice to Owner is a condition precedent to Contractor’s right to costs or time extensions for Owner’s failure to meet this obligation.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Contractor’s performance of the Work with reasonable promptness after receiving the Contractor’s written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner’s Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner’s Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may correct or have such default or neglect corrected. The Architect may, pursuant to Section 9.5.1, withhold or
nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses, including attorney fees, and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

If the Contractor disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.5.1 If, after achieving Substantial Completion, the Contractor then defaults, or neglects to complete or fails to provide resources adequate to complete the Project within the adjusted Contract Time for Final Completion, Owner may carry out the work seven days after giving the Contractor written notice of the Contractor's default or neglect. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses, including attorneys' fees, and compensation for the A/E's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor or the Surety shall pay the difference to Owner.

§ 2.5.2 The Owner reserves the right to perform any work on the site, whether within or without the scope of this Contract, necessary to correct any conditions which at the sole discretion of the Owner pose a hazard to the health or safety of an occupant or the general public. Such work will only be done on an emergency basis. If practical under the circumstances, the Contractor shall be given notice of any such conditions and given a reasonable opportunity to correct them. If work is done by the Owner pursuant to this subparagraph which is necessitated by any act or failure to act of the Contractor, the costs associated with such work, including attorneys' fees, shall be deducted from any sums due to Contractor and a written Change Order adjusting the Contract Sum will be issued.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed including, but not limited to, climate conditions and costs and availability of labor, materials and equipment and correlated personal observations with requirements of the Contract Documents. Claims for additional time or additional compensation as a result of the Contractor's failure to follow the foregoing procedure or failure to familiarize itself with local conditions or the Contract Documents will not be permitted.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. The primary purposes of these obligations are to facilitate construction and identify constructability issues. While the Architect is primarily responsible for the discovery of errors, omissions, plan coordination issues or inconsistencies in the Contract Documents, a secondary purpose of these obligations is to identify errors, omissions, or inconsistencies that would reasonably be discovered by an experienced and prudent contractor in its review of the Contract Documents. Any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require.
§ 3.2.3 Any inconsistencies, errors or omissions noted by the Contractor during the 3.2.2 study of the Contract Documents shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents; however, the Contractor is responsible for identifying and reporting items that are not in conformance with applicable laws, statutes, ordinances, building codes, and rules and regulations to the extent that an experienced and prudent Contractor would reasonably have discovered the nonconformance in its review of the Contract Documents.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor reasonably should have recognized such error, inconsistency, omission or difference and failed to report it to the Architect.

§ 3.3 Supervision and Construction Procedures
§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the job site safety thereof and shall be solely responsible for the job site safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give advance written notice to the Owner and the Architect, informing the Owner and the Architect of the alternate means, methods, techniques, sequences or procedures the Contractor intends to utilize in the performance of the work, and, unless the Owner or the Architect takes exception to the proposed means, methods, techniques, sequences or procedures, the Contractor shall proceed with the Work.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials
§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.1.1 The Contractor shall not allow the use of asbestos containing products, whether temporary or permanent and whether or not incorporated or to be incorporated in the work, even if the products are non-friable and/or contain minimal amounts of asbestos, and even though such products may still be legally installed.

§ 3.4.1.2 The Contractor shall not allow the use of lead materials in public water applications. Lead free solder, flux and pipe must be used in public drinking water and waste water applications. Lead free solder and flux are defined as containing less than 0.2% lead, while valves, pipes and appurtenances must contain less than 8.0% lead.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the
consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty
§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All warranties from subcontractors, suppliers and manufacturers shall be assigned to the Owner or have the Owner named as an additional obligee on the warranty.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes
The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor’s attention is directed to Title 12, Chapter 8, Code of Laws of South Carolina 1976, as amended, concerning withholding tax for non-residents, employees, contractors and subcontractors.

§ 3.7 Permits, Fees, Notices and Compliance with Laws
§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Owner shall pay fees for public or private water, gas, electrical, and other utility extensions at the site. The Contractor shall secure and arrange for all necessary utility connections. The Owner and the Contractor shall coordinate and determine who pays for Tap or Impact Fees that may be a part of the construction process.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 It is not the Contractor’s responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations; however, the Contractor is responsible for identifying and reporting nonconformance with applicable laws, statutes, ordinances, building codes, and rules and regulations to the extent that an experienced and prudent Contractor would reasonably have discovered the nonconformance in its review of the Contract Documents. If the Contractor performs Work that an experienced and prudent Contractor should have known to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect 
§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances
§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,
.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
.2 Contractor’s costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor’s costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid unreasonable delay in the Work.

§ 3.9 Superintendent
§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor shall submit to the Architect for Owner and Architect review and prior to commencement of the Work the names and resumes of the Contractor’s proposed Project Manager, Quality Control Manager and Field Superintendent. The resumes shall state their number of years of experience in the industry and indicate their extent of experience in projects of similar scope. Provide three owner and three architect/engineer references for each proposed individual. Should the Owner or the Architect express a reasonable objection to the individual proposed by the Contractor, the Contractor shall withdraw a proposed individual from consideration and submit for approval a substitute. Upon written assurances from the Contractor that performance will not suffer and with the written consent of the Owner, the Contractor’s Project Manager may perform some Project-related work away from the Project site. Upon consent of the Owner, Work performed by the Project Manager off-site shall be a reimbursable cost.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner’s written consent, which shall not unreasonably be withheld or delayed.
§ 3.9.3.1 The Superintendent shall maintain a written daily log of the process of the work. This log shall be kept at the job site, made available for inspection upon request by the Architect or Owner, and faxed or e-mailed weekly. The reports shall contain as a minimum: Date, Day, Low & High Temperatures, Record of Precipitation, Quantity of Contractor and Subcontractor Personnel on Site, General Description of Work Activities Performed. List of Items Needed from Contractor's Office and from the Architect (that are currently schedule sensitive), any other comments that pertain to job progress and quality, and a record of verbal instruction/interpretations given to the Contractor.

§ 3.9.4 The Contractor shall maintain the same approved Project Manager and Field Superintendent from the time of issuance of the Notice to Proceed until the Date of Substantial Completion, or shall submit proposed changes in personnel to the Architect in accordance with 3.9.2 for the Owner's consent. Should the Contractor remove from or fail to maintain on the Project the approved Project Manager or Field Superintendent without the Owner's consent, Contractor's fee shall be deducted by $50,000, provided, however, that such deduction shall not be applicable if such removal or failure to maintain is beyond the Contractor's control, is necessary to preserve safety in and around the Project, or is necessary to comply with applicable law.

§ 3.9.5 The superintendent or an assistant to the superintendent shall perform as a coordinator for mechanical and electrical Work. The coordinator shall be knowledgeable in mechanical and electrical systems and capable of reading interpreting and coordinating Drawings, Specifications, and shop drawings pertaining to such systems. The coordinator shall assist the Subcontractors in arranging space conditions to eliminate interference between the mechanical and electrical systems and other Work and shall supervise the preparation of coordination drawings documenting and spatial arrangements for such systems within restricted spaces. The coordinator shall assist in planning and expediting the proper sequence of delivery of mechanical and electrical equipment to the site.

§ 3.10 Contractor's Construction and Submittal Schedules
§ 3.10.1 The Contractor shall promptly provide a draft milestone schedule at the completion of the Schematic Design and a detailed draft schedule at the completion of Design Development phase for the Owner's and Architect's. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.1.1 This schedule shall indicate the dates for the starting and completion of various stages of construction and shall be revised monthly as required by the conditions of the work. This schedule shall be broken down into work items as the Owner may require for proper review.

§ 3.10.1.2 The Contractor shall prepare a time scaled Critical Path Method ("CPM") schedule within thirty (30) calendar days after Notice to Proceed, and shall update this schedule monthly. Copies of the original schedule and all updates shall be provided to the Architect. A copy shall be maintained at the job site office. Additionally, a two-week look ahead or similar schedule shall be used and maintained at the job site office.

§ 3.10.1.3 The Contractor shall submit, along with the initial progress schedule, a shop drawing schedule within thirty (30) calendar days after Notice to Proceed, showing items requiring review or approval by the Architect. The shop drawing schedule shall allow ten (10) working days for Architect's review and shall show the date of receipt and approval.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule within thirty (30) calendar days after the Notice to Proceed, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site
The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed. Prompt delivery to the A/E of the materials and items specified above, in good order, shall be a condition precedent to the Contractor receiving a Certificate of Final Completion.

§ 3.12 Shop Drawings, Product Data and Samples
§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, training and operation manuals, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect, or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.5.1 If applicable, sprinkler shop drawings shall be prepared by the licensed sprinkler Contractor. The sprinkler shop drawings shall be reviewed and approved by the A/E's engineer of record before MEP rough-in and submittal to the appropriate Fire Official or other authorities having jurisdiction.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing
the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

§ 3.12.12 At completion of construction, the Contractor shall furnish Owner with two (2) hard copies and an electronic version of all final field use shop drawings, manufacturer's diagrams, literature, etc. for his permanent files.

§ 3.12.13 At the completion of construction, the Contractor shall furnish the Owner with two (2) sets of Maintenance Instructions for all items including name and address of supplier and name, address, and telephone number of individual to contact for service, all compiled in indexed hard cover binders. Contractor to also provide Owner with electronic versions of these sets of documents.

§ 3.13 Use of Site
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching
§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents. Photos showing existing conditions shall be taken to verify conditions prior to work and provided to Owner.
§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up  
§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. The site shall be cleaned as necessary and no less than daily. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, after three (3) calendar days written notice to the Contractor, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work  
The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights  
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification  
§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, its agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees (Claims), arising out of or resulting, in whole or in part, from performance of the Work, or by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such Claims are caused in part by the Owner, Architect, its subconsultants or a party indemnified hereunder. Contractor is not obligated to indemnify or defend Owner for claims arising out of Owner's sole negligence. Contractor is obligated to indemnify and defend Owner for claims arising in part out of Owner's actions. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18. The Owner shall be entitled to recover attorney fees and costs incurred in pursuing or enforcing these indemnity obligations.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT  
§ 4.1 General  
§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.
§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 In the Specifications or on the Drawings, where the words “as directed,” “as required,” “as approved,” as permitted” or words of like effect are used, Contractor shall understand that direction, requirement, approval, or permission of the Architect is intended. Similar words “approved,” or “acceptable,” “satisfactory,” or words of like import mean approved by accepted to or satisfactory to the Architect.

§ 4.2 Administration of the Contract
§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner’s representative during construction until the date the Architect issues the final Certificate for Payment and from time to time during the one-year period for correction of the Work and any warranty periods. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor’s operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor’s rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1. Inspections or observations by the Architect or the Owner are for the Owner’s benefit and do not relieve the Contractor from any of its obligations.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) deviations from the Contract Documents, (2) deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies in the Work. The Architect will not be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications
The Owner’s designated representative shall have the right to communicate directly with the Contractor. Communications by and with the Architect’s consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect’s evaluations of the Contractor’s Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect’s action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect’s professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the

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accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect’s review of the Contractor’s submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect’s review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect’s responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.11.2 An instruction that the Architect may issue to the Contractor shall constitute an interpretation of the Contract Documents and shall not be construed as an act of supervision.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either.

§ 4.2.13 The Architect’s decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect’s response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 4.2.15 During the tenth (10th) month of the one (1) year construction warranty the Architect, Contractor, and the Owner will conduct a full and final inspection. The Architect will coordinate with the Contractor and the Owner to set a date for this inspection. The Architect shall prepare a list of all discrepancies and send a copy to the Owner and the party responsible for correcting the discrepancies. The Architect shall notify the Owner in writing when all repairs have been accomplished.

ARTICLE 5 SUBCONTRACTORS
§ 5.1 Definitions
§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents.
§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.1.1 Not later than 30 days following the date of commencement of the Work, the Contractor shall furnish in writing to the Owner through the Architect the Manufacturer/Subcontractor List consisting of a complete list of names of persons or entities proposed as manufacturers, fabricators or material suppliers for the products, equipment and systems proposed for the Work and, where applicable, the name of the installing Subcontractor. Where the Contractor intends to self-perform a particular portion of the Work, the Contractor will include a description of such intended self-performed Work on the Manufacturer/Subcontractor List.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsibly in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. The Contractor shall assure the Owner, by affidavit or in such other manner as the Owner may approve, that all agreements between the Contractor and his Subcontractors incorporate the provisions of subparagraph 5.3 as necessary to preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the work to be performed by Subcontractors so that the subcontracting thereof will not prejudice such rights.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

(Paragraph Deleted)

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor’s compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5.1 The Contractor shall promptly advise Owner of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor or claiming any default by the Contractor in any of its obligations to such Subcontractor.

§ 5.5.2 Notwithstanding the foregoing, in the event of any default hereunder by the Contractor, or in the event the Owner or Architect fails to approve any Application for Payment that is not the fault of a Subcontractor, the Owner may, but is not obligated to, make direct payment to the Subcontractor, less appropriate retainage. In that event, the amounts paid the Subcontractor shall be deducted from the payment to the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner’s Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term “Separate Contractor(s)” shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term “Contractor” in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner’s own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner’s own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor’s Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the...
Work shall constitute an acknowledgment that the Owner’s or Separate Contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor’s delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor’s delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.2.5.1 If such separate Contractor aces or initiates a legal proceeding against the Owner on account of any damage alleged to have been solely caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Contractor’s expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it.

§ 6.3 Owner’s Right to Clean Up
If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General
§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone. Change Order and Construction Change Directives are effective only after written approval by the Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Any Contractor/Subcontractor performing work under a change order must be able to segment and monitor material and labor costs for Change Orders separately from the work performed under the original contract and deemed part of the Cost of the Work.

§ 7.2 Change Orders
§ 7.2.1 A Change Order is a written instrument prepared by the Owner and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:
1. The change in the Work;
2. The amount of the adjustment, if any, in the Contract Sum; and
3. The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Contractor’s signature on a change order is a full, final and complete waiver of any and all claims, demands, impact costs, damages or causes of action arising out of or related to the change orders. This waiver does not apply if subsequent and additional information is provided to the Contractor by the Owner or Design Team that materially impacts the work under the Change Order.

§ 7.2.3 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3

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§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Owner and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

Owner shall have the right to audit all records of Contractor and Subcontractors to verify costs for Construction Change Directive work.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.10.1 The Contractor agrees that when it executes a Change Order, it waives any and all further claims for damages or time extensions for the matters contained in the Change Order and that certifies that it has been fully compensated for all aspects of the Change Order.

§ 7.4 Minor Changes in the Work
The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect’s order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect’s order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME
§ 8.1 Definitions
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion
§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 Failure by the Contractor to commence actual physical work on the Project within twenty-one (21) days from the date of Commencement, as established in the Agreement, will entitle the Owner to consider the Contractor in substantial breach of its obligations under this Contract, unless resulting from circumstances outside of the Contractor’s control. In this event, the Owner may terminate the Contract in accordance with the Contract documents.

§ 8.3 Delays and Extensions of Time
§ 8.3.1 Delays and Extensions of Time shall be documented and submitted to the Architect and Owner in writing no later than twenty-one (21) calendar days after the first observance or encounter of the condition. Completion time stipulated under other sections of the Contract Documents may be extended by Change Order or Construction Change Directive to provide one (1) additional work day for each full work day that the Contractor is prevented from working by reason of one or more of the following causes:

1. Unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including...
but not limited to catastrophes, acts of God, changes ordered in the Work, act or neglect of Owner or Architect or a Separate Contractor, unusual delay in deliveries, unavoidable casualties, acts of Government, quarantine restrictions, strikes, or freight embargos;

2. An unusual amount of severe weather to such an extent as to be definitely abnormal and beyond conditions that may be reasonably anticipated. For the purpose of this Contract, a total of five (5) working days per calendar month shall be anticipated as "normally bad or severe weather," and such time will not be considered justification for an extension of time. Weather related time extensions shall be determined on a monthly basis upon proper notification. The five (5) days each month shall not be aggregated for the entire project for the purpose of determining weather related time extensions.

3. Stoppage or suspension of work ordered by Owner, Architect, or Governing Jurisdictional authority for reasons over which Contractor has no control.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.2.1 Claims for extensions of construction time due to adverse weather conditions shall include the U.S. Weather Bureau Climatological Reports for the months involved plus a report indicating the average precipitation, temperature, etc., for the past 5 years from the nearest reporting station. The 5-year average will determine the number of adverse weather days which the Contractor would normally expect to encounter. Extensions of time may be requested for any month of construction for days lost, which affects the critical path of construction, due to adverse weather in excess of the expected lost time. It is responsibility of the Contractor to maintain a Project daily weather log and to obtain the verification and initials of the Architect’s representative on a monthly basis. The Contractor shall transmit these logs and 5-year weather data averages to the Architect monthly. All claims for weather delay shall be reported within 30 days of the incident which affected the critical path. The Architect will make weather delay determinations by comparing verified Contractor’s logs with the 5-year averages over the duration of the Project. All approved weather delays will be reported to the Contractor and to the Owner and shall be accumulated and granted in 1 or more Change Order. Contract time shall not be shortened by weather conditions which are more advantageous than had been predicted.

§ 8.3.2.2 Extension of time shall be Contractor’s sole remedy for delay except as noted in 8.3.2.5 below unless the same shall have been caused by acts constituting intentional interference by the Owner with Contractor’s performance of the work and where to the extent that such acts continue after Contractor’s notice to Owner of such interference. Owner’s exercise of any of its rights under Article 12 CORRECTION OF WORK regardless of the extent of number of such changes, or Owner’s exercise of any correction or re-execution of any defective work, shall not under any circumstances be construed as intentional interference with Contractor’s performance of the Work.

§ 8.3.2.3 Extensions of Contract Time due to unusual adverse weather conditions may, at the sole discretion of the Owner, entitle the Contractor to claims for cost due to extended project overhead.

§ 8.3.2.4 No claims for extension of time will be considered when based on delays caused by conditions existing at the time bids or proposals were received, and of which the Contractor might be reasonably expected to have knowledge at the time of bidding or proposing, or upon delays caused by failure on the part of the Contractor to anticipate properly the reasonable requirements of the Work contracted for as to materials, labor and equipment. The parties acknowledge that the Contractor has performed no invasive or destructive testing of the conditions existing at the time bids or proposals were received, the Contractor has made a visual inspection of the existing conditions, and the Contractor acknowledges that it knows of no claims for extension of time, delay or additional costs that are due or pending as a result of any concealed or other site conditions existing as of the date of this Agreement.

§ 8.3.2.5 Notwithstanding anything in the Contract Documents to the contrary, should Contractor be entitled to extensions of Contract time which are in excess of 45 calendar days, the days exceeding 45 calendar days may be compensable, at the sole discretion of the Owner, in accordance with the applicable provisions of Paragraph 15.1.

§ 8.3.2.6 The Contractor shall, within twenty-one (21) days after the beginning of such delay notify the Owner and Architect, in writing, of the causes of the delay. The Architect will then ascertain the facts and extent of
delay, and notify the Contractor within twenty-one (21) days of the Owner's decision in this matter. Notice of delay and requests for extension of time shall set forth the cause, and number of additional working days Contractor desires Contract extended.

§ 8.3.2.7 No claims for extension of time will be considered when based on delays caused by conditions existing at the time bids were received, and of which the Contractor might be reasonably expected to have full knowledge at the time of bidding, or upon delays caused by failure on the part of the Contractor to anticipate properly the requirements of the work contracted for as to materials, labor and equipment. All claims for extension of time shall be made in writing to the Architect with the next application for payment or within twenty-one (21) calendar days; otherwise, they shall be waived.

§ 8.3.2.8 Completion date stipulated under other sections of the Contract Documents may be extended by Change Order to compensate for additional work that may be ordered by Owner, provided such work is over and beyond scope of work covered by original Contract and is of such nature as to materially affect date of completion.

§ 8.3.2.9 Damages for time extensions caused by additional work or the Owner's failure to perform its obligations shall be limited to a pro-rata portion of the Contractor's average Monthly General Conditions Costs. Under no circumstances shall Contractor be entitled to recover delay damages for weather or force majeure events.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum
§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values
Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared within thirty (3) calendar days in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. Any schedule of values that fails to include sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work, shall be rejected. If either the schedule of value had been initially approved and subsequently used, but later was found to be improper for any reason, then sufficient funds shall be withheld from future Pay Applications to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

§ 9.3 Applications for Payment
§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

(Paragraph Deleted)
§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Until the Work is fifty percent (50%) complete, the Architect shall authorize, with Concurrence of the Owner, ninety percent (90%) of the amount due to the Contractor on account of progress payments. At the time the Work is fifty percent (50%) complete and thereafter, the Architect with the Concurrence of the Owner, may authorize ninety-five percent (95%) of the amount due to the Contractor on account of progress payments. Reduction of retention shall be at the sole discretion of the Owner. Retainage shall continue until Final Completion and Final Payment.

§ 9.3.1.4 The Owner may elect to reinstate the full Contract retainage if the manner of completion of the Work and its progress do not remain satisfactory to the Architect or if the Surety withholds or revokes its consent, or for other good and sufficient reasons.

§ 9.3.1.5 The Owner will not consider a reduction of retainage below five percent (5%) of the total contract amount until all record drawings, guarantees, and operation and maintenance manuals have been submitted to the Architect as required by the specifications and are found to be acceptable by the Architect.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner’s title to such materials and equipment or otherwise protect the Owner’s interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor’s knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 In addition to requirements stated elsewhere, each Application for Payment shall be accompanied with the following:


§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor’s Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect’s reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect’s reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect’s evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect’s knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed...
construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor may be responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner, a Separate Contractor, visitor or any other person or entity on the project limits;
.6 reasonable evidence that the Work may not be completed within the Contract Time, and that the unpaid balance may not be adequate to cover actual or liquidated damages for the anticipated delay;
.7 failure to carry out the Work in accordance with the Contract Documents;
.8 a lien of attachment is filed;
.9 failure of mechanical trade or electrical trade subcontractors to comply with mandatory requirements for maintaining record drawings. The Contractor shall check record drawings each month. Written confirmation by the Contractor that the record drawings are current will be required by the Architect before approval of the Contractor's monthly payment application; or
.10 any breach of this agreement that may cause the Owner to incur damages.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment. The Owner's decision on whether to issue joint checks is solely for its benefit and the Owner is under no obligation to issue joint checks. If the Owner decides to issue joint checks, then all costs, incurred by the Owner shall be deducted from the Contract Sum.

§ 9.5.5 Nonresidents Contractor's attention is directed to Title 12, Chapter 8, Code of Laws of South Carolina 1976, as amended, concerning withholding tax on nonresident employees, contractors and subcontractors

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.1 Contractor shall properly disburse money received from all payments to laborers, subcontractors or materialmen in accordance with Title 29, Chapters 6 and 7 of the S.C. Code of Laws, as amended.

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§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor’s portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor’s payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney’s fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.6.9 After substantial completion, Contractor may submit progress pay applications at 30, 60, and 90 days after substantial completion. After 90 days, no other progress pay applications will be accepted and no further payment will be made until Final Payment.

§ 9.7 Failure of Payment
If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within thirty (30) days after receipt of the Contractor’s Application for Payment, or if the Owner does not pay the Contractor within thirty (30) days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days’ notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion
§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use and all certificates of occupancy and all other permits or approvals necessary for the Owner to occupy and utilize the Project have been issued.
§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit the “Contractors Request for Certificate of Substantial Completion” to the Architect and attach a comprehensive list of items to be completed or corrected prior to final payment. The list shall be submitted to the Owner through the Architect at least ten (10) days prior to the proposed inspection date. The Architect shall attach its written endorsement as to whether or not it concurs with the Contractor’s statement that the Work is ready for inspection. The Architect’s endorsement is merely for the convenience of the Owner and shall not relieve the Contractor of its responsibilities, nor shall the Architect’s endorsement be deemed to be evidence that the Work is substantially complete and ready for inspection and testing. In the event the Architect does not concur with Contractor’s request and list, the Architect shall inform the Contractor and the Contractor may then, at its sole option, (1) defer the inspection, or (2) proceed with the inspection in accordance with Section 9.8.3. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor’s list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect’s inspection discloses any item, whether or not included on the Contractor’s list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.3.1 Except with the consent of the Owner, the Architect will perform no more than two (2) inspections and then a final reappraisal to determine whether the Work or designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amount paid to the Architect for any additional inspections required by or because of Contractor’s failure to obtain Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance of Substantial Completion of the Work and consent of surety, if required, the Owner shall make payment sufficient to increase the total payments, inclusive of retainage, to ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims, costs to complete or correct Uncompleted or Defective Work and the full amount of Liquidated Damages. Retainage shall continue until Final Completion and Final Payment, subject to Section 9.8.6 of this document.

§ 9.8.6 When the Architect deems the project substantially complete, it shall prepare a comprehensive list of items (punch list) to be completed or corrected prior to final payment. The Architect shall provide the punch list to the Contractor and Owner. The Architect shall estimate the cost to perform each punch list item and shall withhold three times the cost to perform the punch list work. If three times the cost to perform this work is less than current retainage, the Architect shall release the difference, assuming Contractor has fulfilled all other obligations required for release of retainage, including those identified in Section 9.3.1.5.

§ 9.8.7 Delivery of the following items to the Owner in both hard copy and electronic format are conditions precedent to a finding that the project is substantially complete:

1. Occupancy permits and approvals by authorities having jurisdiction;
2. Acceptance by Owner safety representative and engineering representative;
3. Final “As-Built” drawings in PDF format provided to the Owner as provided by the Architect;
4. Complete set of specifications including all addendums in PDF format;

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5. All final field use shop drawings on material, equipment, etc. in PDF format;
6. Maintenance instructions for all items, name and address for supplier, name, address, and telephone number of persons of contact for service, all compiled indexed in PDF format;
7. Two (2) copies of final "As-Built" drawings provided to the Owner as provided by the Architect, size of drawings to be either 24 x 36 or 30 x 42 provided to the Owner as provided by the Architect;
8. Two (2) copies of all final field use shop drawings on material, equipment, etc.;
9. Two (2) sets of maintenance instructions for all items, name and address of supplier, name, address, and telephone number of persons to contact for service, all compiled in indexed hard cover binders.

All hard copies will be submitted to the Architect who will forward them to the Owner. All electronic copies shall be delivered to Owner and Architect, in a format acceptable to both.

§ 9.9 Partial Occupancy or Use
§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and, have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment
§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of its Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.1 Except with the consent of the Owner, the Architect will perform no more than one (1) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents, unless such failure results from circumstances outside of the Contractor's control. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections required by or because of Contractor's failure to obtain Final Completion.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as

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manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 Final payment including retainages shall not be due until the following has been submitted and approved by the Architect. These requirements are conditions precedent to final payment:

(Paragraphs Deleted)

1. the final punch list has been completed and a copy of the list submitted showing the disposition of each item,
2. a final inspection has been conducted and all items are completed,
3. a Certificate of Substantial Completion has been properly approved and filed,
4. an affidavit has been provided that all payrolls, bills for materials and equipment, and other indebtedness conducted with the work for which the Owner or its property might in any way be responsible, have been paid for otherwise satisfied,
5. the consent of the Surety, if any, to final payment is provided,
6. Completion of Owner’s audit rights. Owner’s audit, if the Owner chooses to conduct one, must be completed within 30 days after all required documentation is received by Owner.

(Paragraphs Deleted)

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs
The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property
§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.2.1 In the event that review, inspection or other action by regulatory agencies or other parties results in the imposition of fines, fees, or other costs due to the failure of the Contractor to comply with said applicable laws, ordinances, rules, regulations and lawful orders, the Contractor shall hold harmless the Owner, the Architect, and Owner’s separate contractors, if any, from all consequences arising from the Contractor’s noncompliance.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings.
against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor’s obligations under Section 3.18.

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

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. Nothing in section 10.3 or elsewhere in this contract shall be construed as a requirement for the Contractor to perform any work relating to a hazardous substance or material that is not addressed in the Contract Documents.

§ 10.3.2 Upon receipt of the Contractor’s notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 Contractor, Subcontractors, and their respective agents and employees shall not be liable for any claims, damages, losses and expenses arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of Contractor, Subcontractors, or their respective agents or employees.
§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor’s fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner’s fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor’s discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor’s Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies acceptable to the Owner and lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect’s consultants shall be named as additional insureds under the Contractor’s commercial general liability policy or as otherwise described in the Contract Documents. The insurance shall protect the Contractor from claims set forth below which may arise out of or result from the Contractor’s operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.a Claims under workers’ compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.b Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor’s employees;
.c Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor’s employees;
.d Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
.e Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.f Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of any motor vehicle;
.g Claims for bodily injury or property damage arising out of completed operations; and
.h Claims involving contractual liability insurance applicable to the Contractor’s indemnity obligations under Section 3.18;
.i Claims or loss excluded under a prior work endorsement or other similar exclusionary language;
.j Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language;
.k Claims related to roofing, if the Work involves roofing;
.l Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces;
.m Claims related to earth subsidence or movement, where the Work involves such hazards; and
Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ 11.1.1.1 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work through substantial completion and for a period of three (3) years after substantial completion of the Project. The minimum limits of liability for the following types of insurance are:

1. Workers’ Compensation, including:
   a. Workers’ Compensation Insurance—Statutory
   b. Employers’ Liability-Each Accident:
      Disease- $500,000
      Disease-Each Employee- $100,000

2. Commercial General Liability, including, Limits
   a. General Aggregate $2,000,000
   b. Products-Completed Operations-Aggregate $1,000,000
   c. Personal and Advertising Injury $1,000,000
   d. Each Occurrence $1,000,000
   e. Fire Damage (any one fire) $50,000
   f. Medical Expense (any one person) $5,000

3. Business Automobile Liability, including all Owner, Non-Owned and Hired:
   a. Combined Single Limit: $2,000,000
   OR
   b. Bodily Injury & Property Damage (each) $1,000,000

4. Umbrella coverage (follow form) $5,000,000

5. Contractor’s Professional and Pollution Indemnity and Liability, incl.,
   a. Contractor’s Protective Professional Liability Coverage Limit (Parts A and B)
      $ to be determined at start of Phase 2.
   b. Contractor’s Pollution Liability - $ to be determined at start of Phase 2 each claim or loss
      (Part C, including Contractual Liability)
   c. Coverage Parts A, B and C - $ aggregate limit to be determined at start of Phase 2.

§ 11.1.1.2 In addition to Contractual Liability including the indemnification provision, Bodily Injury, and Property Damage coverage under both Comprehensive General and Comprehensive Automobile forms, shall include "occurrence" basis wording, which means an event, or continuous or repeated exposure to condition which unexpectedly causes injury or damage during the policy period. The Owner shall be an additional insured on the Contractor’s comprehensive general liability policy. Additional insured endorsements CG 20 10 07 04 and CG 20 37 07 04 or endorsements providing the same coverage shall be obtained to satisfy the additional insured requirements. The additional insured coverage shall be a Primary and Non-Contributory policy. Contractor shall maintain all required coverages for at least three (3) years after substantial completion of the Project.

§ 11.1.1.3 Contractor shall either (a) require each of its Subcontractors to procure and maintain during the life of its Subcontract, Subcontractor Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified in this Subparagraph, or (b) insure the activities of its Subcontractors in its own policy.

§ 11.1.1.4 Certificates of insurance or AIA Document G705, latest edition, shall be filed with the Architect and Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies shall not be canceled or allowed to expire until at least 30 days’ prior written notice has been given to the Owner. Certificates must be fully completed. Incomplete certificates shall not be accepted and commencement of
work shall not start until a fully completed certificate is provided. Any delays due to incomplete certificates shall not warrant an extension of Contract Time. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required by the Contract Documents Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§11.1.5 If excavation is required, Contractor shall obtain underground hazard coverage in addition to other coverages required.

§ 11.1.2 Performance and Payment Bonds. The Contractor shall provide Performance and Labor and Material Payment Bonds, each in the amount of 100% of the Contract Sum.

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

.b The Performance Bond and the Payment Bond shall name the Owner as Obligee.

.c The Performance and Labor Material Payment Bonds shall:
   
   1. be issued by a surety company licensed to do business in South Carolina; and,

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

   3. remain in effect for a period of time not less than two (2) years following the date of Substantial Completion; and

   4. display the Surety's Bond Number. A rider including the following provisions shall be attached to each Bond stating that:

   5. The Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder, and notice to the Surety of such matters is hereby waived.

   6. The Surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Owner.

   7. Notwithstanding the foregoing, any bonds required by this Contract shall meet the requirements of the SC Code of Laws, as amended.

§ 11.1.2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 11.1.2.2 The Contractor shall furnish the required bonds to the Owner before prior to commencement of the Work.

§ 11.1.2.3 The Contractor shall keep the Surety informed of the progress of the Work, and, where necessary, obtain the Surety’s consent to, or waiver of:

   1. notice of changes in the Work;

   2. request for reduction or release of retention;

   3. request for final payment; and

   4. any other item required by the Surety.

The Owner may, in the Owner's sole discretion, inform the Surety of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interest, privileges, and benefits under and pursuant to any bond issued in connection with the Work.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by
the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Property insurance
§ 11.2.1 Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the Interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against "All Risk" and "Special Perils" including Flood and Earthquake. If any loss covered under this insurance was caused by, in whole or in part, the actions or omissions of the Contractor or any of its subcontractors, vendors, or any other entity for whom the Contractor is responsible, the deductible shall be borne by the Contractor. This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffolding, staging, towers, and forms owned or rented by the Contractor which are not intended to become part of the project. The interest of the Owner, the Contractor, Subcontractors and Sub-subcontractors in this insurance shall only be effective during the construction of the project and all rights and interest of the Contractor, Subcontractors and Sub-subcontractors in this insurance shall end upon the acceptance of the project by the Owner.” The Contractor, Subcontractors and Sub-subcontractors shall be named additional insured and the policy shall contain waivers of subrogation for the Insureds.

§ 11.2.2 Any insured loss is to be adjusted with the Owner and made payable to the Owner as trustee for the Insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause.

§ 11.2.3 If the Contractor requests in writing that insurance for special hazards be included in the Property Insurance clause, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.4.4 If the Owner finds it necessary to occupy or use a portion or portions of the work prior to substantial completion thereof, such occupancy shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the Property Insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

(Paragraph Deleted)

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance
The Owner, at the Owner’s option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner’s property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner’s property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss
§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the Insureds, as their interests may appear, subject to requirements of any applicable mortgage clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.
§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK
§ 12.1 Uncovering of Work
§ 12.1.1 If a portion of the Work is covered contrary to the Architect’s request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect’s examination and be replaced at the Contractor’s expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor’s expense.

§ 12.2 Correction of Work
§ 12.2.1 Before Substantial Completion
The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect’s services and expenses made necessary thereby, shall be at the Contractor’s expense.

§ 12.2.2 After Substantial Completion
§ 12.2.2.1 In addition to the Contractor’s obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work
If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS
§ 13.1 Governing Law
This agreement is executed in the State of South Carolina and shall be construed in accordance with the laws of the State of South Carolina. Both parties submit their persons to the jurisdiction of the Courts for South Carolina. Exclusive venue for any action or other dispute resolution procedure brought in connection with this agreement shall be in the Court of Common Pleas for Charleston County, South Carolina.

§ 13.2 Successors and Assigns
§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies
§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections
§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written
authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner’s expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect’s services and expenses, shall be at the Contractor’s expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Contractor is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest
Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT
§ 14.1 Termination by the Contractor
§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
3. Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
4. The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days’ notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner’s obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days’ notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause
§ 14.2.1 The Owner may terminate the Contract if the Contractor

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repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, seven days’ notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
.a Exclude the Contractor from the site and take possession of all materials delivered or set to be delivered to the Project Site;
.b Accept assignment of subcontracts pursuant to Section 5.4; and
.c Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.2.1 The Owner shall not be required to proceed in completing the work at the lowest possible cost.

§ 14.2.2.2 The cost of finishing the work may include, but not limited to: (1) cost of labor and material, (2) additional Architectural services, (3) costs of advertising or bidding, (4) attorneys’ fees, (5) administrative costs, and (6) all other costs or expenses directly or indirectly relating to the termination.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect’s services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract. In exercising Owner’s right to secure completion of the Work under any of the provisions hereof, the Owner shall have the right to exercise Owner’s sole discretion as to the manner, methods and reasonableness of costs of completing the Work. However, the Owner is under a continuing obligation when exercising its right to secure completion of the work to mitigate its damages, and this provision in no way is intended to alter that obligation.

§ 14.2.5 The rights of the Owner to suspend or terminate as herein provided shall be cumulative and not exclusive and shall be in addition to any other remedy provided by law.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The performance of Work under this contract may be terminated by the Owner in whole, or from time to time in part, whenever the Owner shall determine that such termination is in the best interest of the Owner. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Work under the contract is terminated, and the date upon which such termination becomes effective.
§ 14.4.2
After receipt of Notice of Termination, the Contractor shall stop Work under the contract on the date and to the extent specified in the Notice of Termination.

§ 14.4.3 The Contractor and the Owner shall agree upon the whole or any part of the amount or amounts to be paid to the Contractor
by reason of the total or partial termination of the Work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on Work performed, but in no event shall Contractor be allowed payment or recovery of any kind for overhead, profit or damages connected to or arising out of Work not performed. Provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated, the Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.
(Paragraph Deleted)

§ 14.4.4 Termination by the Owner for convenience does not relieve the Contractor from responsibility for liquidated damages that may have accrued prior to the date of termination.

§ 14.5 Other

§ 14.5.1 Termination of the Agreement by either party for any reason, whether for cause or for convenience, shall not relieve the parties of any obligation theretofore accorded under this Agreement. Without limiting the foregoing sentence, the following provisions (as amended, if amended) of the Contract Documents shall survive termination for whatever reason, expiration of the Agreement or completion of the Agreement:

1. 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service;
2. 3.5 Warranty
3. 3.17 Royalties, Patents and Copyrights
4. 3.18 Indemnification
5. 11.0 Insurance and Bonds
6. 12.0 Correction of Work
7. 13.1 Governing Law
8. 13.3 Rights and Remedies
9. 6.1.6 of A.133—2019, Liquidated Damages
10. Contractor’s obligation to furnish Owner with OEM Manuals, Warranties, Closeout Documents, As-Builts, etc. related to work completed by Contractor at the time of termination, expiration or completion of the Agreement
11. Owner’s right to Audit Contractor’s records.

The foregoing provisions are listed for reference purposes and are not intended to be a complete listing of all provisions and terms that shall survive termination, expiration or completion of the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims
§ 15.1.1 Definition
A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term “Claim” also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims
The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by...
applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims
§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party with a copy sent to the Architect. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party.

§ 15.1.4 Continuing Contract Performance
§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with any agreement on a claim reached by the Owner and Contractor. The Architect will issue Certificates for Payment in accordance with the agreement.

§ 15.1.5 Claims for Additional Cost
If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time
§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.6.3 Claims for increases in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due solely to the fault of the Contractor.

§ 15.1.7 Waiver of Claims for Consequential Damages
The Contractor and the Owner waive consequential damages claims, disputes or other matters in question arising out of or relating to this Agreement; except, however, Owner does not waive claims against Contractor for any consequential damage (1) to the extent such consequential damage claims, in aggregate, do not exceed $100,000 and/or (2) to the extent such consequential damage claims are insured by any insurance provided pursuant to this Agreement and/or relating to the
This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2
Claim Notice to Surety

(Paragraphs Deleted)

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

(Paragraph Deleted)

§ 15.3 Mediation
§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4 and 15.1.7, may be resolved by mediation between the parties. A request for mediation shall be made in writing, delivered to the other party to the Contract, and submitted to the person or entity administering the mediation.

(Paragraph Deleted)

§ 15.3.4 The parties shall share the mediator's fee and any filing fees, if any, equally. The mediation shall be held in the County where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
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Wildfs Battery Blvd at Maybank Highway
Johns Island, SC 29455

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

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ARTICLE 1  GENERAL PROVISIONS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor titled “AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor” as revised (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor’s bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either
written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect’s consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor except as provided in Paragraph 5.4 of this document, (3) between the Owner and the Architect or the Architect’s consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect’s duties.

... The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services. If there is a conflict between the specifications and the drawings, then the specifications shall govern.

...§ 1.1.7 Contractor’s use of Instruments of Service in Electronic Form

... § 1.1.7.1 The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of Instruments of Service in electronic form. The executed Contract Documents shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

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§ 1.1.7.2 The Contractor shall not transfer to any parties other than sub-contractors or reuse Instruments of Service in electronic or machine-readable form without the prior written consent of the Architect. All such documents shall be used for the sole and limited purpose of shop drawing preparation, all other purposes being expressly prohibited without prior written consent of the Architect.

... § 1.1.9 “Knowledge” or “knows” as used in references to the Contractor shall include that which the Contractor knows or should know in the exercise of the care, skill and diligence required by the Contract Documents and that of a competent contractor.

... § 1.1.10 References to Contractor herein shall refer to the Construction Manager for this Project.

... § 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. If there is any inconsistency in the Contract Documents, the Contractor shall provide the better quality or greater quantity of work or comply with the more stringent requirements.
§ 14.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities: (1) The agreement; (2) Addenda with those of later date having precedence over those of earlier date; (3) Supplementary Conditions; (4) The General Conditions of the Contract for Construction; (5) Specifications; and (6) Drawings.

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The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

... Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, forth shall be at the using or relying party’s sole risk and with liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

... § 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property upon which the Project is located, usually referred to as the site, and the Owner’s interest therein.

... § 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall may be extended appropriately.

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§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen thirty (30) days of the Contractor’s request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall may be extended appropriately and the Contract Sum shall may be increased by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

... § 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of the Owner’s property.
changes in existing facilities. Contractor shall notify Owner in writing of all approvals, easements, assessments, and charges required for construction or occupancy of permanent structures of which the Contractor has knowledge. Written notice to Owner is a condition precedent to Contractor's right to costs or time extensions for Owner's failure to meet this obligation.

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

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If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day-seven-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Owner or have such default or neglect corrected. The Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses, including attorney fees, and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, Owner, or the amounts claimed as costs to the Owner, the Contractor may file a claim pursuant to Article 15.

§ 2.5.1 If, after achieving Substantial Completion, the Contractor then defaults, or neglects to complete or fails to provide resources adequate to complete the Project within the adjusted Contract Time for Final Completion, Owner may carry out the work seven days after giving the Contractor written notice of the Contractor's default or neglect. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses, including attorneys' fees, and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor or its Surety shall pay the difference to Owner.

§ 2.5.2 The Owner reserves the right to perform any work on the site, whether within or without the scope of this Contract, necessary to correct any conditions which at the sole discretion of the Owner pose a hazard to the health or safety of an occupant or the general public. Such work will only be done on an emergency basis. If practical under the circumstances, the Contractor shall be given notice of any such conditions and given a reasonable opportunity to correct them. If work is done by the Owner pursuant to this subparagraph which is necessitated by any act or failure to act of the Contractor, the costs associated with such work, including attorneys' fees, shall be deducted from any sums due to Contractor and a written Change Order adjusting the Contract Sum will be issued.

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, performed including, but not limited to, the preparation of the Contract Documents and the provisions for the work, and has determined that such work is feasible and can be completed in accordance with the contractual obligations and the scope of work set forth herein.
not limited to, climate conditions and costs and availability of labor, materials and equipment and correlated personal observations with requirements of the Contract Documents. Claims for additional time or additional compensation as a result of the Contractor's failure to follow the foregoing procedure or failure to familiarize itself with local conditions or the Contract Documents will not be permitted.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any. The primary purposes of these obligations are to facilitate construction and identify constructability issues. While the Architect is primarily responsible for the discovery of errors, omissions, plan coordination issues or inconsistencies in the Contract Documents, a secondary purpose of these obligations is to identify errors, omissions, or inconsistencies that would reasonably be discovered by an experienced and prudent contractor in its review of the Contract Documents. Any errors, inconsistencies or omissions discovered by or made known to the Contractor the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require. 

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is recognized that the Contractor's review is made in the Contractor's § 3.2.3 Any inconsistencies, errors or omissions noted by the Contractor during the 3.2.2 study of the Contract Documents shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, professional unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. Documents; however, the Contractor is responsible for identifying and reporting items that are not in conformance with applicable laws, statutes, ordinances, building codes, and rules and regulations to the extent that an experienced and prudent Contractor would reasonably have discovered the nonconformance in its review of the Contract Documents.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Architect shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, Documents or for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities. Documents unless the Contractor reasonably should have recognized such error, inconsistency, omission or difference and failed to report it to the Architect.

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The

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Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely advance written notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor’s proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures informing the Owner and the Architect of the alternate means, methods, techniques, sequences or procedures the Contractor intends to utilize in the performance of the Work, and, unless the Owner or the Architect takes exception to the proposed means, methods, techniques, sequences or procedures, the Contractor shall proceed with the Work.

§ 3.4.1.1 The Contractor shall not allow the use of asbestos containing products, whether temporary or permanent and whether or not incorporated or to be incorporated in the work, even if the products are non-friable and/or contain minimal amounts of asbestos, and even though such products may still be legally installed.

§ 3.4.1.2 The Contractor shall not allow the use of lead materials in public water applications. Lead free solder, flux and pipe must be used in public drinking water and waste water applications. Lead free solder and flux are defined as containing less than 0.2% lead, while valves, pipes and appurtenances must contain less than 8.0% lead.

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§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All warranties from subcontractors, suppliers and manufacturers shall be assigned to the Owner or have the Owner named as an additional obligee on the warranty.

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor’s attention is directed to Title 12, Chapter 8, Code of Laws of South Carolina 1976, as amended, concerning withholding tax for non-residents, employees, contractors and subcontractors.

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Owner shall pay fees for public or private water, gas, electrical, and other utility extensions at the site. The Contractor shall secure and arrange for all
necessary utility connections. The Owner and the Contractor shall coordinate and determine who pays for Tap or Impact Fees that may be a part of the construction process.


§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.


§ 3.7.3 If the Contractor performs Work knowing it is not the Contractor’s responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations; however, the Contractor is responsible for identifying and reporting nonconformance with applicable laws, statutes, ordinances, building codes, and rules and regulations to the extent that an experienced and prudent Contractor would reasonably have discovered the nonconformance in its review of the Contract Documents. If the Contractor performs Work that an experienced and prudent Contractor should have known to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

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§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness in sufficient time to avoid unreasonable delay in the Work.


§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. Contractor shall submit to the Architect for Owner and Contractor review and prior to commencement of the Work the names and resumes of the Contractor’s proposed Project Manager, Quality Control Manager and Field Superintendent. The resumes shall state their number of years of experience in the industry and indicate their extent of experience in projects of similar scope. Provide three owner and three architect/engineer references for each proposed individual. Should the Owner or the Architect express a reasonable objection to the individual proposed by the Contractor, the Contractor shall withdraw a proposed individual from consideration and submit for approval a substitute. Upon written assurances from the Contractor that performance will not suffer and with the written consent of the Owner, the Contractor’s Project Manager may perform some Project-related work away from the Project site. Upon consent of the Owner, Work performed by the Project Manager off-site shall be a reimbursable cost.


§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner’s written consent, which shall not unreasonably be withheld or delayed.

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§ 3.9.3.1 The Superintendent shall maintain a written daily log of the process of the work. This log shall be kept at the job site, made available for inspection upon request by the Architect or Owner, and faxed or e-mailed weekly. The reports shall contain as a minimum: Date, Day, Low & High Temperatures, Record of Precipitation, Quantity of Contractor and Subcontractor Personnel on Site, General Description of Work Activities Performed, List of Items Needed from Contractor’s Office and from the Architect (that are

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currently schedule sensitive), any other comments that pertain to job progress and quality, and a record of verbal instruction/interpretations given to the Contractor.

...

§ 3.9.4 The Contractor shall maintain the same approved Project Manager and Field Superintendent from the time of issuance of the Notice to Proceed until the Date of Substantial Completion, or shall submit proposed changes in personnel to the Architect in accordance with 3.9.2 for the Owner's consent. Should the Contractor remove from or fail to maintain on the Project the approved Project Manager or Field Superintendent without the Owner's consent, Contractor's fee shall be deducted by $50,000, provided, however, that such deduction shall not be applicable if such removal or failure to maintain is beyond the Contractor's control, is necessary to preserve safety in and around the Project, or is necessary to comply with applicable law.

...

§ 3.9.5 The a superintendent or an assistant to the superintendent shall perform as a coordinator for mechanical and electrical Work. The coordinator shall be knowledgeable in mechanical and electrical systems and capable of reading interpreting and coordinating Drawings, Specifications, and shop drawings pertaining to such systems. The coordinator shall assist the Subcontractors in arranging space conditions to eliminate interference between the mechanical and electrical systems and other Work and shall supervise the preparation of coordination drawings documenting and spatial arrangements for such systems within restricted spaces. The coordinator shall assist in planning and expediting the proper sequence of delivery of mechanical and electrical equipment to the site.

...

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. Contractor shall promptly provide a draft milestone schedule at the completion of the Schematic Design and a detailed draft schedule at the completion of Design Development phase for the Owner's and Architect's. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

...

§ 3.10.1.1 This schedule shall indicate the dates for the starting and completion of various stages of construction and shall be revised monthly as required by the conditions of the work. This schedule shall be broken down into work items as the Owner may require for proper review.

...

§ 3.10.1.2 The Contractor shall prepare a time scaled Critical Path Method ("CPM") schedule within thirty (30) calendar days after Notice to Proceed, and shall update this schedule monthly. Copies of the original schedule and all updates shall be provided to the Architect. A copy shall be maintained at the job site office. Additionally, a two-week look ahead or similar schedule shall be used and maintained at the job site office.

...

§ 3.10.1.3 The Contractor shall submit, along with the initial progress schedule, a shop drawing schedule within thirty (30) calendar days after Notice to Proceed, showing items requiring review or approval.
by the Architect. The shop drawing schedule shall allow ten (10) working days for Architect’s review and shall show the date of receipt and approval.

...

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect’s approval. The Architect’s approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor’s construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule within thirty (30) calendar days after the Notice to Proceed, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed. Prompt delivery to the A/E of the materials and items specified above, in good order, shall be a condition precedent to the Contractor receiving a Certificate of Final Completion.

...

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, training and operation manuals, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

...

§ 3.12.5.1 If applicable, sprinkler shop drawings shall be prepared by the licensed sprinkler Contractor. The sprinkler shop drawings shall be reviewed and approved by the A/E’s engineer of record before MEP rough-in and submittal to the appropriate Fire Official or other authorities having...

...

§ Jurisdiction.

...

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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§ 3.12.11 The Architect’s review of Contractor’s submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Architect’s review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.
§ 3.12.12 At completion of construction, the Contractor shall furnish Owner with two (2) hard copies and an electronic version of all final field use shop drawings, manufacturer's diagrams, literature, etc. for his permanent files.

§ 3.12.13 At the completion of construction, the Contractor shall furnish the Owner with two (2) sets of Maintenance Instructions for all items including name and address of supplier and name, address, and telephone number of individual to contact for service, all compiled in indexed hard cover binders. Contractor to also provide Owner with electronic versions of these sets of documents.

§ 3.13 Use of Site

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents. Photos showing existing conditions shall be taken to verify conditions prior to work and provided to Owner.

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. The site shall be cleaned as necessary and no less than daily. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, after three (3) calendar days written notice to the Contractor, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, Architect, Architect's consultants, and its agents and employees of any of them from and against claims, damages, losses, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by (Claims), arising out of or resulting in whole or in part, from performance of the Work, or by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation Claims are caused in part by the Owner, Architect, its subcontractors or a party indemnified hereunder. Contractor is not obligated to indemnify or defend Owner for claims arising out of Owner's sole negligence. Contractor is obligated to indemnify and defend Owner for claims arising in part out of Owner's actions. Such obligations shall not be construed to negate, abridge, or
reduce other rights or obligations of indemnity that which would otherwise exist as to a party or person described in this Section 3.18. The Owner shall be entitled to recover attorney fees and costs incurred in pursuing or enforcing these indemnity obligations.

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§ 4.1.3 In the Specifications or on the Drawings, where the words "as directed," "as required," "as approved," as permitted" or words of like effect are used, Contractor shall understand that direction, requirement, approval, or permission of the Architect is intended. Similar words "approved," or "acceptable," "satisfactory," or words of like import mean approved by accepted to or satisfactory to the Architect.

... 

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. Payment and from time to time during the one-year period for correction of the Work and any warranty periods, the Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

... 

§ 4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, the Contractor's operations to become generally familiar with and to keep the Owner informed of the progress and quality of the portion of the Work under the Contractor's operations, (1) to become generally familiar with and to keep the Owner informed of the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, not have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibilities under the Contract Documents. The Owner and the Contractor are for the Owner's benefit and do not relieve the Contractor from any of its obligations.

... 

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the specifications, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the failure of the Contractor to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

... 

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the existence of any direct communications between the Owner and the Contractor otherwise relating to the Project. Owner's designated representative shall have the right to communicate directly with the Contractor. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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§ 4.2.11.2 An instruction that the Architect may issue to the Contractor shall constitute an interpretation of the
Contract Documents and shall not be construed as an act of
...

§ supervision.
...

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.
...

§ 4.2.15 During the tenth (10th) month of the one (1) year construction warranty the Architect, Contractor, and the Owner will conduct a full and final inspection. The Architect will coordinate with the Contractor and the Owner to set a date for this inspection. The Architect shall prepare a list of all discrepancies and send a copy to the Owner and the party responsible for correcting the discrepancies. The Architect shall notify the Owner in writing when all repairs have been accomplished.

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§ 5.2.1.1 Not later than 30 days following the date of commencement of the Work, the Contractor shall furnish in writing to the Owner through the Architect the Manufacturer/Subcontractor List consisting of a complete list of names of persons or entities proposed as manufacturers, fabricators or material suppliers for the products, equipment and systems proposed for the Work and, where applicable, the name of the installing Subcontractor. Where the Contractor intends to self-perform a particular portion of the Work, the Contractor will include a description of such intended self-performed Work on the Manufacturer/Subcontractor List.
...

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, all remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be in variance with the Contract Documents.

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When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor’s rights and obligations under the subcontract.

...

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the...

...

Owner assigns the subcontract to a successor contractor § 5.5.1 The Contractor shall promptly advise Owner of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor or claiming any default by the Contractor in any of its obligations to such Subcontractor.

...

or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor’s obligations under the subcontract. § 5.5.2 Notwithstanding the foregoing, in the event of any default hereunder by the Contractor, or in the event the Owner or Architect fails to approve any Application for Payment that is not the fault of a Subcontractor, the Owner may, but is not obligated to, make direct payment to the Subcontractor, less appropriate retention. In that event, the amounts paid the Subcontractor shall be deducted from the payment to the Contractor.

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§ 6.2.5.1 If such separate Contractor sues or initiates a legal proceeding against the Owner on account of any damage alleged to have been solely caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Contractor’s expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it.

...

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone. Change Order and Construction Change Directives are effective only after written approval by the Owner.

...

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Any Contractor/Subcontractor performing work under a change order must be able to segment and monitor material and labor costs for Change Orders separately from the work performed under the original contract and deemed part of the Cost of the Work.

...

§ 7.2.1 A Change Order is a written instrument prepared by the Architect-Owner and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

...

§ 7.2.2 Contractor’s signature on a change order is a full, final and complete waiver of any and all claims, demands, impact costs, damages or causes of action arising out of or related to the change orders. This waiver does not apply
if subsequent and additional information is provided to the Contractor by the Owner or Design Team that materially impacts the work under the Change Order.

... 

§ 7.3.3 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3

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§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect-Owner and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

Owner shall have the right to audit all records of Contractor and Subcontractors to verify costs for Construction Change Directive

... 

§-work.

...

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

...

§ 7.3.10.1 The Contractor agrees that when it executes a Change Order, it waives any and all further claims for damages or time extensions for the matters contained in the Change Order and that certifies that it has been fully compensated for all aspects of the Change Order.

...

§ 8.2.4 Failure by the Contractor to commence actual physical work on the Project within twenty-one (21) days from the date of Commencement, as established in the Agreement, will entitle the Owner to consider the

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Contractor in substantial breach of its obligations under this Contract, unless resulting from circumstances outside of the Contractor's control. In this event, the Owner may terminate the Contract in accordance with the Contract documents.

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, Delays and Extensions of Time shall be documented and submitted to the Architect and Owner in writing no later than twenty-one (21) calendar days after the first observance or encounter of the condition. Completion time stipulated under other sections of the Contract Documents may be extended by Change Order or Construction Change Directive to provide one (1) additional work day for each full work day that the Contractor is prevented from working by reason of one or more of the following causes:

1. Unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not limited to catastrophes, acts of God, changes ordered in the Work, act or neglect of Owner or Architect or a Separate Contractor, unusual delay in deliveries, unavoidable casualties, acts of Government, quarantine restrictions, strikes, or freight embargos.

2. An unusual amount of severe weather to such an extent as to be definitely abnormal and beyond conditions that may be reasonably anticipated. For the purpose of this Contract, a total of five (5) working days per calendar month shall be anticipated as "normally bad or severe weather," and such time will not be considered justification for an extension of time. Weather related time extensions shall be determined on a monthly basis upon proper notification. The five (5) days each month shall not be aggregated for the entire project for the purpose of determining weather related time extensions.

3. Ordered in the Work; (3) by labor disputes, fire, unusual delay 3. Stoppage or suspension of work ordered by Owner, Architect, or Governing jurisdictional authority for reasons over which Contractor has no control.

4. In deliveries, unavoidable casualties; § 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

5. Adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) § 8.3.2.1 Claims for extensions of construction time due to adverse weather conditions shall include the U.S. Weather Bureau Climatological Reports for the months involved plus a report indicating the average precipitation, temperature, etc., for the past 5 years from the nearest reporting station. The 5-year average will determine the number of adverse weather days which the Contractor would normally expect to encounter. Extensions of time may be requested for any month of construction for days lost, which affects the critical path of construction, due to adverse weather in excess of the expected lost time. It is responsibility of the Contractor to maintain a Project daily weather log and to obtain the verification and initials of the Architect's representative on a monthly basis. The Contractor shall transmit these logs and 5-year weather data averages to the Architect monthly. All claims for weather delay shall be reported within 30 days of the incident which affected the critical path. The Architect will...
make weather delay determinations by comparing verified Contractor's logs with the 5-year averages over the duration of the Project. All approved weather delays will be reported to the Contractor and to the Owner and shall be accumulated and granted in 1 or more Change Order. Contract time shall not be shortened by weather conditions which are more advantageous than had been predicted.

...by other causes that the Contractor asserts, and the Architect determines, justify delay, then the § 8.3.2.2 Extension of time shall be Contractor's sole remedy for delay except as noted in 8.3.2.5 below unless the same shall have been caused by acts constituting intentional interference by the Owner with Contractor's performance of the work and where and to the extent that such acts continue after Contractor's notice to Owner of such interference. Owner's exercise of any of its rights under Article 12 CORRECTION OF WORK regardless of the extent of number of such changes or Owner's exercise of any correction re-execution of any defective work shall not under any circumstances by construed as intentional interference with Contractor's performance of the Work.

...Contract Time shall be extended § 8.3.2.3 Extensions of Contract Time due to unusual adverse weather conditions may, at the sole discretion of the Owner, entitle the Contractor to claims for cost due to extended project overhead.

...for such reasonable time as the Architect may determine. § 8.3.2.4 No claims for extension of time will be considered when based on delays caused by conditions existing at the time bids or proposals were received, and of which the Contractor might be reasonably expected to have knowledge at the time of bidding or proposing, or upon delays caused by failure on the part of the Contractor to anticipate properly the reasonable requirements of the Work contracted for as to materials, labor and equipment. The parties acknowledge that the Contractor has performed no invasive or destructive testing of the conditions existing at the time bids or proposals were received, the Contractor has made a visual inspection of the existing conditions, and the Contractor acknowledges that it knows of no claims for extension of time, delay or additional costs that are due or pending as a result of any concealed or other site conditions existing as of the date of this Agreement.

...§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.5 Notwithstanding anything in the Contract Documents to the contrary, should Contractor be entitled to extensions of Contract time which are in excess of 45 calendar days, the days exceeding 45 calendar days may be compensable, at the sole discretion of the Owner, in accordance with the applicable provisions of Paragraph 15.1.

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§ 8.3.2.6 The Contractor shall, within twenty-one (21) days after the beginning of each delay notify the Owner and Architect, in writing, of the cause of the delay. The Architect will then ascertain the facts and extent of delay, and notify the Contractor within twenty-one (21) days of the Owner's decision in this matter. Notice of delay and requests for extension of time shall forth the cause, and number of additional working days Contractor desires Contract extended.

...§ 8.3.2.7 No claims for extension of time will be considered when based on delays caused by conditions existing at the time bids were received, and of which the Contractor might be reasonably expected to have full
Knowledge at the time of bidding, or upon delays caused by failure on the part of the Contractor to anticipate properly the requirements of the work contracted for as to materials, labor and equipment. All claims for extension of time shall be made in writing to the Architect with the next application for payment or within twenty-one (21) calendar days; otherwise, they shall be waived.

§ 8.3.2.8 Completion date stipulated under other sections of the Contract Documents may be extended by Change Order, to compensate for additional work that may be ordered by Owner, provided such work is over and above scope of work covered by original Contract and is of such nature as to materially affect date of completion.

§ 8.3.2.9 Damages for time extensions caused by additional work or the Owner's failure to perform its obligations shall be limited to a pro-rata portion of the Contractor's average Monthly General Conditions Costs. Under no circumstances shall Contractor be entitled to recover delay damages for weather or force majeure events.

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared within thirty (30) calendar days in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. Any schedule of values that fails to include sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work, shall be rejected. If either the schedule of value had been initially approved and subsequently used, but later was found to be improper for any reason, then sufficient funds shall be withheld from future Pay Applications to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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§ 9.3.1.3 Until the Work is fifty percent (50%) complete, the Architect shall authorize, with Concurrence of the Owner, ninety percent (90%) of the amount due to the Contractor on account of progress payments. At the time the Work is fifty percent (50%) complete and thereafter, the Architect with the Concurrence of the Owner, may authorize ninety-five percent (95%) of the amount due to the Contractor on account of progress payments.
payments. Reduction of retainage shall be at the sole discretion of the Owner. Retainage shall continue until Final Completion and Final Payment.

§ 9.3.1.4 The Owner may elect to reinstate the full Contract retainage if the manner of completion of the Work and its progress do not remain satisfactory to the Architect or if the Surety withholds or revokes its consent, or for other good and sufficient reasons.

§ 9.3.1.5 The Owner will not consider a reduction of retainage below five percent (5%) of the total contract amount until all record drawings, guarantees, and operation and maintenance manuals have been submitted to the Architect as required by the specifications and are found to be acceptable by the Architect.

§ 9.3.4 In addition to requirements stated elsewhere, each Application for Payment shall be accompanied with the following:


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§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is may be responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

5 damage to the Owner or a Separate Contractor, Owner, a Separate Contractor, visitor or any other person or entity on the project limits;

6 reasonable evidence that the Work will may not be completed within the Contract Time, and that the unpaid balance would not may not be adequate to cover actual or liquidated damages for the anticipated delay;

7 repeated failure to carry out the Work in accordance with the Contract Documents;

8 a lien of attachment is filed.
§ 9.4 Failure of mechanical trade or electrical trade subcontractors to comply with mandatory requirements for maintaining record drawings. The Contractor shall check record drawings each month. Written confirmation by the Contractor that the record drawings are current will be required by the Architect before approval of the Contractor’s monthly payment application; or

§ 10.10 Any breach of this agreement that may cause the Owner to incur damages.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment. The Owner’s decision on whether to issue joint checks is solely for its benefit and the Owner is under no obligation to issue joint checks. If the Owner decides to issue joint checks, then all costs incurred by the Owner shall be deducted from the Contract Sum.

§ 9.5.5 (Nonresidents) Contractor’s attention is directed to Title 12, Chapter 8, Code of Laws of South Carolina 1976, as amended, concerning withholding tax on nonresident employees, contractors and subcontractors.

§ 9.6.1 (Contractor shall properly disburse money received from all payments to laborers, subcontractors, or materialmen in accordance with Title 29, Chapters 6 and 7 of the S.C. Code of Laws, as amended.)

§ 9.6.2 (The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor’s portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.)

§ 9.6.9 After substantial completion, Contractor may submit progress pay applications at 30, 60, and 90 days after substantial completion. After 90 days, no other progress pay applications will be accepted and no further payment will be made until Final Payment.

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User Notes:
If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven-thirty (30) days after receipt of the Contractor’s Application for Payment, or if the Owner does not pay the Contractor within seven-thirty (30) days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days’ notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, and all certificates of occupancy and all other permits or approvals necessary for the Owner to occupy and utilize the Project have been issued.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit the “Contractors Request for Certificate of Substantial Completion” to the Architect and attach a comprehensive list of items to be completed or corrected prior to final payment. The list shall be submitted to the Owner through the Architect at least ten (10) days prior to the proposed inspection date. The Architect shall attach its written endorsement as to whether or not it concurs with the Contractor’s statement that the Work is ready for inspection. The Architect’s endorsement is merely for the convenience of the Owner and shall not relieve the Contractor of its responsibilities, nor shall the Architect’s endorsement be deemed to be evidence that the Work is substantially complete and ready for inspection and testing. In the event the Architect does not concur with Contractor’s request and list, the Architect shall inform the Contractor and the Contractor may then, at its sole option, (1) defer the inspection, or (2) proceed with the inspection in accordance with Section 9.8.3. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3.1 Except with the consent of the Owner, the Architect will perform no more than two (2) inspections and then a final reinspection to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amount paid to the Architect for any additional inspections required by or because of Contractor’s failure to obtain Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment acceptance of Substantial Completion of the Work and consent of surety, if required, the Owner shall make payment sufficient to increase the total payments, inclusive of retainage, to ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims, costs to complete or correct Uncompleted or Defective Work and the full amount of Liquidated Damages. Retainage shall continue until Final Completion and Final Payment, subject to Section 9.8.6 of this document.

§ 9.8.8 When the Architect deems the project substantially complete, it shall prepare a comprehensive list of items (punch list) to be completed or corrected prior to final payment. The Architect shall provide the punch list to the Contractor and Owner. The Architect shall estimate the cost to perform each punch list item and shall withhold three times the cost to perform the punch list work. If three...
times the cost to perform this work is less than current retainage, the Architect shall release the difference,
assuming Contractor has fulfilled all other obligations required for release of retainage, including those
identified in Section 9.3.1.5.

...§ 9.8.7 Delivery of the following items to the Owner in both hard copy and electronic format are conditions
precedent to a finding that is incomplete the project is substantially complete:

1. Occupancy permits and approvals by authorities having jurisdiction;

2. Acceptance by Owner safety representative and engineering representative;

3. Final “As-Built” drawings in PDF format provided to the Owner as provided by the Architect;

4. Complete set of specifications including all addendums in PDF format;

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5. All final field use shop drawings on material, equipment, etc. in PDF format;

6. Maintenance instructions for all items, name and address for supplier, name, address, and telephone
number of persons of contact for service, all compiled and indexed in PDF format;

7. Two (2) copies of final “As-Built” drawings provided to the Owner as provided by the
Architect. Size of drawings to be either 24 x 36 or 30 x 42 provided to the Owner as provided by
the Architect;

8. Two (2) copies of all final field use shop drawings on material, equipment, etc.;

9. Two (2) sets of maintenance instructions for all items, name and address of
supplier, name, address, and telephone number of persons to contact for service, all compiled in
indexed hard cover binders.

the requirements of the Contract Documents. All hard copies will be submitted to the Architect who will forward
them to the Owner. All electronic copies shall be delivered to Owner and Architect, in a format acceptable to both.
§ 9.10.1.1 Except with the consent of the Owner, the Architect will perform no more than one (1) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents, unless such failure results from circumstances outside of the Contractor's control. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections required by or because of Contractor's failure to obtain Final Completion.

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§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. Final payment including retainages shall not be due until the following has been submitted and approved by the Architect. These requirements are conditions precedent to final payment:

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

1. The final punch list has been completed and a copy of the list submitted showing the disposition of each item.
2. A final inspection has been conducted and all items are completed.
3. A Certificate of Substantial Completion has been properly approved and filed.
4. An affidavit has been provided that all payrolls, bills for materials and equipment, and other indebtednesses conducted with the work for which the Owner or its property might in any way be responsible, have been paid for otherwise satisfied.
5. The consent of the Surety, if any, to final payment is provided.
6. Completion of Owner's audit rights. Owner's audit, if the Owner chooses to conduct one, must be completed within 30 days after all required documentation is received by Owner.

3. Terms of special warranties required by the Contract Documents; or

§ 10.2.2.1 In the event that review, inspection or other action by regulatory agencies or other parties results in the imposition of fines, fees, or other costs due to the failure of the Contractor to comply with said applicable laws, ordinances, rules, regulations and lawful orders, the Contractor shall hold harmless the Owner, the Architect, and Owner's separate contractors, if any, from all consequences arising from the Contractor's noncompliance.
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, Documents, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. Nothing in section 10.3.1 or elsewhere in this contract shall be construed as a requirement for the Contractor to perform any work relating to a hazardous substance or material that is not addressed in the Contract Documents.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, Contractor, Subcontractors, and their respective agents and employees shall not be liable for any claims, damages, losses and expenses arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity, Contractor, Subcontractors, or their respective agents or employees.

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies acceptable to the Owner and lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents. The insurance shall protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

a. Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

b. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
d Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

... 

e Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

... 

f Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of any motor vehicle:

... 

g Claims for bodily injury or property damage arising out of completed operations; and

... 

h Claims involving contractual liability insurance applicable to the Contractor's indemnity obligations under Section 3.18:

... 

i Claims or loss excluded under a prior work endorsement or other similar exclusionary language;

... 

j Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language;

... 

k Claims related to roofing, if the Work involves roofing;

... 

l Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces;

... 

m Claims related to earth subsidence or movement, where the Work involves such hazards; and

n Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

... 

§ 44.1.2 The Contractor shall provide surety bonds of the types, for each penal sum,

11.1.1.1 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work through
substantial completion and for a period of three (3) years after substantial completion of the Project. The minimum limits of liability for the following types of insurance are:

1. Workers' Compensation, including: ________ Limit

   a. Workers' Compensation Insurance—_______ Statutory

   b. Employers' Liability—Each Accident—$100,000

   Disease—$500,000

   Disease—Each Employee—$100,000

2. Commercial General Liability, including: _______ Limits

   a. General Aggregate—$2,000,000

   b. Products-Completed

   Operations—Aggregate—$1,000,000

   c. Personal and Advertising Injury—$1,000,000

   d. Each Occurrence—$1,000,000

   e. Fire Damage (any one fire) _____________ $ 50,000

   f. Medical Expense (any one person) ___________ $ 5,000
3. Business Automobile Liability, including all Owner, Non-Owned and Hired:

   a. Combined Single Limit: $2,000,000

   OR

   b. Bodily Injury & Property Damage (each) $1,000,000

4. Umbrella coverage (follow form) $5,000,000

5. Contractor’s Professional and Pollution Indemnity and Liability, incl.

   a. Contractor’s Protective Professional Liability Coverage Limit (Parts A and B)

   $ to be determined at start of Phase 2.

   b. Contractor’s Pollution Liability - $ to be determined at start of Phase 2 each claim or loss

   (Part C, including Contractual Liability)

   c. Coverage Parts A, B and C - $ aggregate limit to be determined at start of Phase 2.

and subject §11.1.1.2 In addition to Contractual Liability including the indemnification provision, Bodily Injury, and Property Damage coverage under both Comprehensive General and Comprehensive Automobile forms, shall include “occurrence” basis wording, which means an event, or continuous or repeated exposure to condition which unexpectedly causes injury or damage during the policy period. The Owner shall be an additional insured on the Contractor’s comprehensive general liability policy. Additional insured endorsements CG 20 10 07 04 and CG 20 37 07 04 or endorsements providing the same coverage shall be obtained to satisfy the additional insured requirements.
The additional insured coverage shall be a Primary and Non-Contributory policy. Contractor shall maintain all required coverages for at least three (3) years after substantial completion of the Project.

... to such terms and conditions as §11.1.1.3 Contractor shall either (a) require each of its Subcontractors to procure and maintain during the life of its Subcontract, Subcontractor Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified in this Subparagraph, or (b) insure the activities of its Subcontractors in its own policy.

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required by the Contract Documents. §11.1.1.4 Certificates of insurance or AIA Document G705, latest edition, shall be filed with the Architect and Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Certificates must be fully completed. Incomplete certificates shall not be accepted and commencement of work shall not start until a fully completed certificate is provided. Any delays due to incomplete certificates shall not warrant an extension of Contract Time. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the Final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required by the Contract Documents Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

...§11.1.1.5 If excavation is required, Contractor shall obtain underground hazard coverage in addition to other coverages required.

...The Contractor shall purchase §11.1.2 Performance and Payment Bonds. The Contractor shall provide Performance and Labor and Material Payment Bonds, each in the amount of 100% of the Contract Sum.

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

...b. The Performance Bond and the Payment Bond shall name the Owner as Obligee.

...and maintain c. The Performance and Labor Material Payment Bonds shall:

1. be issued by a surety company licensed to do business in South Carolina; and,
2. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,

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User Notes:
3. remain in effect for a period of time not less than two (2) years following the date of Substantial Completion; and 

4. display the Surety's Bond Number. A rider including the following provisions shall be attached to each Bond stating that:

5. The Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder, and notice to the Surety of such matters is hereby waived.

6. The Surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Owner.

7. Notwithstanding the foregoing, any bonds required by this Contract shall meet the requirements of the SC Code of Laws, as amended.

... 

the required bonds from a company or companies lawfully authorized to issue surety § 11.1.2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

... 

§ 11.1.2.2 The Contractor shall furnish the required bonds to the Owner before prior to commencement of the Work.

... 

§ 11.1.2.3 The Contractor shall keep the Surety informed of the progress of the Work, and, where necessary, obtain the Surety's consent to, or waiver of:

... 

in-the-jurisdiction-where-1 notice of changes in the Work;

...

2. request for reduction or release of retention;

...

3. request for final payment; and

...

4. any other item required by the Surety.

...

the Project is located. The Owner may, in the Owner's sole discretion, inform the Surety of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interest, privileges, and benefits under and pursuant to any bond issued in connection with the Work.

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§ 11.2 Owner's Property Insurance

... 

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. Owner shall purchase and maintain property insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the work and shall insure against “All Risk” and “Special Perils” including Flood and Earthquake. If any loss covered under this insurance was caused by, in whole or in part, the actions or omissions of the Contractor or any of its subcontractors, vendors, or any other entity for whom the Contractor is

... 

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor responsible, the deductible shall be borne by the Contractor. This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffolding, staging, towers, and forms owned or rented by the Contractor which are not intended to become part of the Project. The interest of the Owner, the Contractor, Subcontractors and Sub-subcontractors in this insurance shall only be effective during the construction of the project and all rights and interest of the Contractor, Subcontractors and Sub-subcontractors in this insurance shall end upon the acceptance of the project by the Owner. The Contractor, Subcontractors and Sub-subcontractors shall be named additional insured and the policy shall contain waivers of subrogation for the insureds.

... 

is damaged by the failure of or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.§ 11.2.2 Any insured loss is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause.

... 

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance. If the Contractor
requests in writing that insurance for special hazards be included in the Property Insurance clause, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. 11.3.2 If the Owner finds it necessary to occupy or use a portion or portions of the work prior to substantial completion thereof, such occupancy shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the Property Insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4. This agreement is executed in the State of South Carolina and shall be construed in accordance with the laws of the State of South Carolina. Both parties submit their persons to the jurisdiction of the Courts for South Carolina. Exclusive venue for any action or other dispute resolution procedure brought in connection with this agreement shall be in the Court of Common Pleas for Charleston County, South Carolina.
§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, seven days’ notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

... 

1. a. Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; materials delivered or set to be delivered to the Project Site.

... 

2. b. Accept assignment of subcontracts pursuant to Section 5.4; and

... 

3. c. Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

... 

§ 14.2.2.1 The Owner shall not be required to proceed in completing the work at the lowest possible cost.

... 

§ 14.2.2.2 The cost of finishing the work may include, but not limited to: (1) cost of labor and materials; (2) additional Architectural services; (3) costs of advertising or bidding; (4) attorneys’ fees; (5) administrative costs; and (6) all other costs or expenses directly or indirectly related to the termination.

... 

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect’s services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract. In exercising Owner’s right to secure completion of the Work under any of the provisions hereof, the Owner shall have the right to exercise Owner’s sole discretion as to the manner, methods and reasonableness of costs of completing the Work. However, the Owner is under a continuing obligation when exercising its rights to secure completion of the work to mitigate its damages, and this provision in no way is intended to alter that obligation.

... 

§ 14.2.5 The rights of the Owner to suspend or terminate as herein provided shall be cumulative and not exclusive and shall be in addition to any other remedy provided by law.
§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause; performance of Work under this contract may be terminated by the Owner in whole, or from time to time in part, whenever the Owner shall determine that such termination is in the best interest of the Owner. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Work under the contract is terminated, and the date upon which such termination becomes effective.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner’s convenience, the Contractor shall:

1. cease operations as directed by the Owner in the notice by reason of the total or partial termination of the Work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on Work performed, but in

2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and no event shall Contractor be allowed payment or recovery of any kind for overhead, profit or damages connected to or arising out of Work not performed. Provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated, the Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.4 Termination by the Owner for convenience does not relieve the Contractor from responsibility for liquidated damages that may have accrued prior to the date of termination.

§ 14.5 Other

§ 14.4.3 In case of such termination for the Owner’s convenience, the Owner shall pay the Contractor for Work properly executed, costs incurred by reason of the termination, including costs attributable
14.5.1 Termination of the Agreement by either party for any reason, whether for cause or for convenience, shall not relieve the parties of any obligation theretofore accorded under this Agreement. Without limiting the foregoing sentence, the following provisions (as amended, if amended) of the Contract Documents shall survive termination for whatever reason, expiration of the Agreement or completion of the Agreement:

1. 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service;
2. 3.5 Warranty
3. 3.17 Royalties, Patents and Copyrights
4. 3.18 Indemnification
5. 11.0 Insurance and Bonds
6. 12.0 Correction of Work
7. 13.1 Governing Law
8. 13.3 Rights and Remedies
9. 6.1.6 of A133 – 1999, Liquidated Damages
10. Contractor's obligation to furnish Owner with OEM Manuals, Warranties, Closeout Documents, As-Bults, etc. related to work completed by Contractor at the time of termination, expiration or completion of the Agreement.
11. Owner's right to Audit Contractor's records.

... to termination of Subcontracts and the termination fee, if any, set forth in the Agreement. The foregoing provisions are listed for reference purposes and are not intended to be a complete listing of all provisions and terms that shall survive termination, expiration or completion of the Agreement.

PAGE 47

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. The Architect, by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

...

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

...

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15, any agreement on a claim reached by the Owner and Contractor. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker's agreement.

...

§ 15.1.6.3 Claims for increases in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.
§15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due solely to the fault of the Contractor.

The Contractor and Owner waive Claims against each other for consequential damages. The Contractor and the Owner waive consequential damages claims, disputes or other matters in question arising out of or relating to this Contract. This mutual waiver includes damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and Agreement; except, however, Owner does not waive claims against Contractor for any consequential damage to the extent such consequential damage claims, in aggregate, do not exceed $100,000 and/or (2) to the extent such claims exceed $100,000.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination in accordance with Article 14.14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§15.2 Initial Decision

§15.2.4 Claims, excluding those where the condition giving rise to the Claim is discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.4, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner. Claim Notice to Surety.
§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response to the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall: (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties except to the extent that the parties agree otherwise. If the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution. 9.10.4 and 15.1.7, may be
§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement, resolved by mediation between the parties. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.4 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the County where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.
Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Jared, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:33:11 ET on 06/29/2022 under Order No. 9139108706 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Jared)

(Title)

(Dated)

06/29/2022
CITY OF CHARLESTON
M/WBE PARTICIPATION REPORT

PROJECT NAME/NO.(s): ____________________________
REPORT PERIOD: ________________ REPORT NO.: ______
CONTRACTOR ____________________________ DATE: ________________

ORIGINAL CONTRACT AMOUNT $ ________________ ORIGINAL M/WBE GOAL % ______ M/WBE AMOUNT $ ________________
REVISED CONTRACT AMOUNT $ ________________ REVISED M/WBE GOAL % ______ REVISED M/WBE AMOUNT $ ________________

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I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE.

SIGNED ____________________________
CONTRACTOR ____________________________
REMARKS ____________________________

TOTAL M/WBE COMMITTED-TO-DATE $ ________________

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROJECT LEVEL BY:

SIGNED ________________ TITLE ________________

REV 2018
INSTRUCTIONS TO CONTRACTOR

In order to receive credit toward the contractor M/WBE goal; the prime contractor must complete the reverse side and submit this form to the Project Manager in charge of the contract. Failure to submit this form will result in no credit toward the contracting M/WBE goals and may delay monthly progress payment. Furthermore, this form must be submitted with each Payment, beginning with the first pay request.

1. Report Number: Reports must be consecutively numbered.

2. Date: Actual date of the pay request period.

3. Earnings To-Date: Show the actual amount that each M/WBE has earned-to-date under the contract.

4. Percent of Contract: This percentage is calculated using the contract amount and the total M/WBE earnings-to-date.

5. Certification: The contractor or his authorized representative must sign this form prior to submittal. Failure to complete and submit this form in a timely manner may delay monthly progress payments.

GENERAL INFORMATION

When the approved M/WBE is to provide materials, goods or services, this completed form must be submitted to the Project Manager. Upon receipt of this form the Project Manager will forward to the Manager of Minority Business Enterprise.

The prime contractor may not change M/WBE firms without prior written approval of the City, provided the M/WBE goal is met and the changes conform to contract regulations. Written request for substitution of an M/WBE first must include a valid explanation for the substitution. If the contractor is unable to replace an M/WBE with another M/WBE, after performing and documenting Good Faith Efforts, the contractor must explain how the M/WBE goal will be met.

This form should be updated and submitted to the Project Manager with each pay request.

Upon completion of the work, a final M/WBE Participation Report will be required and submitted to the Project Manager prior to final payment. All information shown on the form must be completed, including the final earnings of each approved M/WBE.

When the prime contractor is an approved M/WBE, it will only be necessary to complete the total M/WBE earnings-to-date.

Joint ventures between non-M/WBE and an M/WBE: Only that portion of the work for which the M/WBE is responsible may be used to satisfy the requirement.
June 28, 2022

Edward H. Boinest, III  
Senior Project Manager  
City Of Charleston Department of Parks  
Capital Projects Division  
823 Meeting St  
Charleston, SC 29403

RE: Preconstruction Services Agreement  
City of Charleston - Fire Station 23

Mr. Boinest,

Thank you for your commitment to retain Hill Construction to provide preconstruction services for the City of Charleston for the Fire Station 23 Project, to be located on Maybank Highway on John’s Island, South Carolina. We are excited at the opportunity to work with The City of Charleston again.

Our proposed fee will be a not-to-exceed of $71,390, including reimbursable expenses. This proposal is separated into three phases: Schematic Design, Design Development, and Construction Documents. The attached schedule breaks down the proposal into the three phases. At each phase, Hill has budgeted time to perform a detailed estimate, a summary of assumptions/clarifications, a list of allowances, and a schedule. In addition, Hill will provide attendance at meetings before and after each estimate. During these meetings, Hill will provide professional advice and suggest direction on items such as but not limited to, estimating, scheduling, long-lead items analysis, constructability, material and systems selections, value engineering, permitting, meeting with municipalities and local officials, and other related activities. Each of these efforts is detailed in the attached schedule breakdown. Reimbursable costs for items such as blueprinting, mileage, and postage shall be invoiced at actual cost-plus 10% rate with a not-to-exceed total of $4,950 and will be tracked separately from the labor portion of the proposal.

Hill will invoice at the completion of each phase. This fee is based on the expectation that the schematic design and program will remain consistent throughout the completion of the design. Significant changes in design during the Construction Documents phase may result in additional fees. If for any reason the City of Charleston decides to halt the project, Hill will only invoice for costs incurred to date.

Our preconstruction services rate are as follows: $150.00/HR for Senior Preconstruction Managers. Preconstruction Managers, Schedulers, or Project Managers, the rate would be $135.00/HR. This rate is an all-inclusive rate and is only applied during the preconstruction effort. All efforts during the construction phase will be billed per Article 7 of the AIA 133. This includes any construction related activities such as early procurement, early site mobilization, etc., that may occur during the preconstruction phase.

Thank you again for your confidence in Hill Construction.

Very Truly Yours,

HILL CONSTRUCTION

Chip Crane  
President and CEO  
chip@hillcon.com  
843-478-4063

(signature)  
Edward Boinest  
Sr Project Manger

(date)
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COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds DEPT. Police Department
SUBJECT: FY22 FIELD INITIATED: ENCOURAGING INNOVATION -- DOJ, OJP, BJA GRANT
REQUEST: After-the-fact approval to apply for funding to enhance and enlarge CPD’s Electronic Monitoring Program. The grant will fund $999,999 for a Violent Offender Electronic Monitoring Program.

COMMITTEE OF COUNCIL: Ways & Means DATE: July 19, 2022

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

Corporate Counsel Yes N/A Signature of Individual Contacted Attached
Cap. Proj. Cmte. Chair
Chief of Police X
Grants Coordinator X

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

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

NEED: Identify any critical time constraint(s).

Due to time constraints, this application was submitted on July 11, 2022.

CFO’s Signature: 

FISCAL IMPACT: At the conclusion of the grant, increased cost to the City to maintain program/Staffing levels will be $860,457.
This project does not require a City Match.

Mayor’s Signature: John J. Tecklenburg, Mayor

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

To: Mayor John J. Tecklenburg
   City Councilmembers
From: Luther Reynolds, Chief of Police
Subject: FY22 DOJ OJP BJA Field Initiated: Encouraging Innovation Grant Submission
Date: 19 July 2022

The purpose of this memorandum is to request an after-the-fact approval to submit an Application for the FY22 DOJ OJP BJA Field Initiated: Encouraging Innovation Grant. The Program is designed to prevent and reduce crime and enhance the criminal justice system through innovative approaches that accelerate justice by identifying, defining, and responding to emerging or chronic crime problems and systemic issues using innovative approaches.

In 2022, CPD began a pilot project, using electronic monitoring technology on subjects identified as chronic, repeat offenders who pose significant risks to individuals or the community at large. Offenders are issued court-ordered territorial and curfew restrictions; members of the CPD’s Electronic Monitoring (EM) Unit monitor these individuals and report possible bond violations to the court.

The Grant Application seeks $999,999 to fund an officer position for three years, a sergeant position for two years, electronic monitors, and associated equipment.

There is no match required for this grant. This is an after-the-fact request as the application was due July 11, 2022.

Should you have any questions regarding this project, please contact SPO David Plesich, Grants Coordinator at plesichd@charleston-sc.gov.
Standard Applicant Information

Project Information

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Proposed Project Start Date</th>
<th>Proposed Project End Date</th>
<th>Applicant Estimated Funding (Non-Federal Share)</th>
<th>Program Income Estimated Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPD Electronic Monitoring Program to provide surveillance of defendants who are court-ordered to participate in a monitoring program.</td>
<td>1/2/23</td>
<td>12/30/25</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Federal Estimated Funding (Federal Share)</td>
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<tr>
<td>999999.00</td>
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<tr>
<td>Total Estimated Funding</td>
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</tr>
<tr>
<td>999999.00</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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

29401
29403

Type Of Applicant

Type of Applicant 1: Select Applicant Type:
C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

Other (specify):

Application Submitter Contact Information

<table>
<thead>
<tr>
<th>Application POC Prefix Name</th>
<th>Application POC First Name</th>
<th>Application POC Middle Name</th>
<th>Application POC Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr.</td>
<td>DAVID</td>
<td>Michael</td>
<td>PLESICH</td>
</tr>
</tbody>
</table>

Organizational Affiliation

CHARLESTON SC POLICE

Title

Police Officer

Email ID

plesichd@charleston-sc.gov
Executive Order and Delinquent Debt Information

Is Application Subject to Review by State Under Executive Order 12372?

- c. Program is not covered by E.O. 12372.

Is the Applicant Delinquent on Federal Debt?

No

SF424 Attachments (5)

- Name: manifest.txt
  Date Added: 6/27/22

- Name: Form SF424_4_0-V4.0.pdf
  Date Added: 6/27/22

- Name: Form SFLLI_2_0-V2.0.pdf
  Date Added: 6/27/22

- Name: SF424_4_0-1234-Charleston, SC.docx
  Date Added: 6/27/22

- Name: GrantApplication.xml
  Date Added: 6/27/22

Load More

Authorized Representative

Authorized Representative Information

Prefix Name
Ms.

First Name Middle Name Last Name Suffix Name
Nancy    ——    Madden    ——

Title
Senior Accountant
Verify Legal Name, Doing Business As, and Legal Address

Legal Name
CHARLESTON, CITY OF

Doing Business As
UEI
DFAJMXJF5E3

Legal Address
Street 1
116 MEETING ST

Street 2

City
CHARLESTON

State
SC

Zip/Postal Code
29401

Congressional District
01

Country
USA

Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

I confirm this is the correct entity.

Signer Name
David Pleasch

Certification Date / Time
07/11/2022 06:43 AM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:
   a. Contact your Entity Administrator.
   b. Contact the System for Award Management (SAM.gov) to update the entity legal name/address.

3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

Proposal Abstract

CPD will use electronic monitoring technology on subjects identified as chronic repeat offenders who pose significant risks to individuals or the community at large. This innovative and pioneering program is significantly different than standard court imposed electronic monitoring as the offenders in this program are specifically selected based on their propensity for violence. CPD will request monitoring from the court for specific individuals based on the individual's criminal history, pending charges and other risk factors. Offenders are court ordered on electronic monitoring as a condition of pre-trial release
by a circuit court judge or magistrate. Offenders are given territorial and curfew restrictions that are designed to decrease their likelihood of reoffending. Members of CPD's Electronic Monitoring Unit (EMU) monitor these individuals and report any violations of their bond order back to the court. The court will consider the violations and determine whether to revoke the offender's bond or allow the offender to continue on EM without revocation. The program is designed so offenders will have "out of the house" daytime hours giving them the ability to work, attend school along with attend medical and legal appointments. CPD EM officers will be working with employers willing to hire offenders on EM and connecting the two in order to build the offender stability that is needed for program completion. Offender daytime location data is compared to Charleston Police calls for service to determine if an offender or a monitor is within the vicinity of a reported crime. CPD EM officers are immediately notified if an offender is within the area of a reported crime and will investigate to determine if a crime in fact occurred and if the offender was involved in any capacity. Review of each case will be conducted at 120 days to determine the offender's level of compliance. Those found to be compliant could possibly have the monitor removed if approved by the court.

Proposal Narrative

<table>
<thead>
<tr>
<th>Name</th>
<th>Category</th>
<th>Created by</th>
<th>Application Number</th>
<th>Date Added</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROPOSAL NARRATIVE.pdf</td>
<td>Proposal Narrative</td>
<td>David Plesch</td>
<td></td>
<td>09/30/2022</td>
</tr>
</tbody>
</table>

Goals, Objectives, Deliverables, and Timeline

Goal Statement

Objective

Fiscal Year

Quarter

No Items

Deliverable

Fiscal Year

Quarter

No Items

Goal Statement

Increase the number of monitored repeat violent offenders who are awaiting trial.

Objective

Each quarter lease 17 monitors; equating 68 additional monitors throughout the year. Maintain 2-3 monitors on standby to account for malfunctions or damage.

Fiscal Year

Quarter

2023

02

Deliverable

Evaluation Reports

Fiscal Year

Quarter

Ongoing

Ongoing

Goal Statement

Increase staffing with an increase in clients.

Objective

Addition of two officers (1 supervisor and 1 patrolman)

Fiscal Year

Quarter

2023

Q4

Deliverable

Ability to maintain monitoring equipment.
**Goal Statement**

Additional equipment to support the monitoring of repeat violent offenders.

**Objective**

Provide officers with the necessary equipment to achieve "mission success."

**Deliverable**

Evaluation Reports

<table>
<thead>
<tr>
<th>Year</th>
<th>Ongoing</th>
<th>Ongoing</th>
</tr>
</thead>
</table>

**Budget and Associated Documentation**

**Budget Summary**

**Budget / Financial Attachments**

**Indirect Cost Rate Agreement**

- **Name**: Indirect Cost Rate Agreement
- **Category**: Budget Indirect Cost Rate Agreement
- **Created by**: David Pesich
- **Application Number**: NA
- **Date Added**: 07/06/2022

**Financial Management Questionnaire (Including applicant disclosure of high-risk status)**

- **Name**: Financial Capability form 2.pdf
- **Category**: Budget Financial Management Questionnaire
- **Created by**: David Pesich
- **Application Number**: NA
- **Date Added**: 07/07/2022

**Disclosure of Process Related to Executive Compensation**

No documents have been uploaded for Disclosure of Process Related to Executive Compensation

**Additional Attachments**

No documents have been uploaded for Additional Attachments

**Budget and Associated Documentation**

<table>
<thead>
<tr>
<th>Year</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$56,000.00</td>
<td>$132,506.00</td>
<td>$139,200.00</td>
<td>$326,706.00</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>$39,050.00</td>
<td>$85,444.66</td>
<td>$87,762.00</td>
<td>$212,256.88</td>
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<tr>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Equipment</td>
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<td>$137,513.00</td>
<td>$117,000.00</td>
<td>$378,450.00</td>
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<tr>
<td>Item</td>
<td>Direct Costs</td>
<td>Indirect Costs</td>
<td>Total Project Costs</td>
<td></td>
</tr>
<tr>
<td>---------------------------</td>
<td>--------------</td>
<td>----------------</td>
<td>---------------------</td>
<td></td>
</tr>
<tr>
<td>Supplies</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
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</tr>
<tr>
<td>Construction</td>
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<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>SubAwards</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Procurement/Contracts</td>
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<td>$0.00</td>
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<td>Other Costs</td>
<td>$27,120.09</td>
<td>$23,840.34</td>
<td>$70,960.34</td>
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<tr>
<td>Total Direct Costs</td>
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<td>$389,302.34</td>
<td>$999,999.00</td>
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</tr>
<tr>
<td>Indirect Costs</td>
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<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Total Project Costs</td>
<td>$284,813.00</td>
<td>$389,302.34</td>
<td>$999,999.00</td>
<td></td>
</tr>
</tbody>
</table>

**Total Project Cost Breakdown**

<table>
<thead>
<tr>
<th>Item</th>
<th>Total</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Funds</td>
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<td>100.00%</td>
</tr>
<tr>
<td>Match Amount</td>
<td>$0.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Program Income Amount</td>
<td>$0.00</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

Please note: After completing this budget detail summary, please confirm that the following final values entered in this section are identical to those entered in the corresponding estimated cost section of the Standard Applicant Information. Specifically, the following must be equivalent. If they are not, you will not be able to submit this application until they are updated to be equivalent.

<table>
<thead>
<tr>
<th>Standard Applicant Information</th>
<th>Equals</th>
<th>Budget Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Applicant Information</td>
<td>=</td>
<td>Total Project Costs</td>
</tr>
<tr>
<td>Federal Estimated Funding (federal share)</td>
<td>=</td>
<td>Federal Funds</td>
</tr>
<tr>
<td>Applicant Estimated Funding (non-federal share)</td>
<td>=</td>
<td>Match Amount</td>
</tr>
<tr>
<td>Program Income Estimated Funding</td>
<td>=</td>
<td>Program Income Amount</td>
</tr>
</tbody>
</table>

**Personnel**

Instructions:
List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project.
Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. In the executive position, please provide a specific description of the responsibilities and duties for each position and clearly show the responsibilities and duties.
Year 1

**Personnel Detail**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Salary</th>
<th>Rate</th>
<th>Time Worked</th>
<th>Percentage of Time (%)</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Officer One</td>
<td>Police Officer</td>
<td>$55,000.00</td>
<td>Y</td>
<td>1.00</td>
<td>100.00%</td>
<td>$55,000.00</td>
</tr>
</tbody>
</table>

**Personnel Total Cost**

$55,000.00

**Additional Narrative**

Year 2

**Personnel Detail**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Salary</th>
<th>Rate</th>
<th>Time Worked</th>
<th>Percentage of Time (%)</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sergeant One</td>
<td>Sergeant</td>
<td>$74,800.00</td>
<td>Y</td>
<td>1.00</td>
<td>100.00%</td>
<td>$74,800.00</td>
</tr>
<tr>
<td>Officer One</td>
<td>Police Officer</td>
<td>$57,700.00</td>
<td>Y</td>
<td>1.00</td>
<td>100.00%</td>
<td>$57,700.00</td>
</tr>
</tbody>
</table>

**Personnel Total Cost**

$132,500.00

**Additional Narrative**

Year 3

**Personnel Detail**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Salary</th>
<th>Rate</th>
<th>Time Worked</th>
<th>Percentage of Time (%)</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sergeant One</td>
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<td>1.00</td>
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<td>Officer One</td>
<td>Police Officer</td>
<td>$60,600.00</td>
<td>Y</td>
<td>1.00</td>
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<td>$60,600.00</td>
</tr>
</tbody>
</table>

**Personnel Total Cost**

$139,200.00

**Additional Narrative**

Fringe Benefits
Instructions

Fringe benefits should be based on the actual known costs or an approved negotiated rate by a Federal Agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in Personnel budget category listed and only for the percentage of time devoted to the project. In the narrative section, please provide a specific description for each item.

Year 1

<table>
<thead>
<tr>
<th>Fringe Benefit Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>------</td>
</tr>
<tr>
<td>Officer One</td>
</tr>
</tbody>
</table>

Fringe Benefits Total Cost
$39,050.00
Additional Narrative

Year 2

<table>
<thead>
<tr>
<th>Fringe Benefit Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>------</td>
</tr>
<tr>
<td>Sergeant One</td>
</tr>
<tr>
<td>Officer One</td>
</tr>
</tbody>
</table>

Fringe Benefits Total Cost
$85,444.66
Additional Narrative

Year 3

<table>
<thead>
<tr>
<th>Fringe Benefit Detail</th>
</tr>
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<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>------</td>
</tr>
<tr>
<td>Sergeant One</td>
</tr>
<tr>
<td>Officer One</td>
</tr>
</tbody>
</table>

Fringe Benefits Total Cost
$87,762.00
Additional Narrative

Travel

Instructions

Itemize travel expenses of staff personnel (e.g., staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at $X airfare, $X lodging, $X ...
subsidies). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved.

Identify the location of travel, if known; or if unknown, indicate “location to be determined.” Indicate whether applicant’s formal written travel policy or the Federal Travel Regulations are followed. Note: Travel expenses for consultants should be included in the “Consultant Travel” data fields under the “Subawards (Subgrants)/Procurement Contracts” category. For each Purpose Area applied for, the budget should include the estimated cost for travel and accommodations for two staff to attend two three-day-long meetings, with one in Washington D.C. and one in their region, with the exception of Purpose Area 1, which should budget for one meeting in Washington D.C. and Purpose Areas 5 and 7, which should budget for 3 meetings within a 3 year period, with 2 in Washington D.C. and 1 within their region. All requested information must be included in the budget detail worksheet and budget narrative.

### Year 1

**Travel Detail**

<table>
<thead>
<tr>
<th>Purpose of Travel</th>
<th>Location</th>
<th>Type of Expense</th>
<th>Basis</th>
<th>Cost</th>
<th>Quantity</th>
<th># Of Staff</th>
<th># Of Trips</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

No items

**Travel Total Cost**

$0.00

### Year 2

**Travel Detail**

<table>
<thead>
<tr>
<th>Purpose of Travel</th>
<th>Location</th>
<th>Type of Expense</th>
<th>Basis</th>
<th>Cost</th>
<th>Quantity</th>
<th># Of Staff</th>
<th># Of Trips</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

No items

**Travel Total Cost**

$0.00

### Year 3

**Travel Detail**

<table>
<thead>
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<th>Location</th>
<th>Type of Expense</th>
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<th>Cost</th>
<th>Quantity</th>
<th># Of Staff</th>
<th># Of Trips</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

No items
Travel Total Cost
$0.00

Equipment

Instructions
List non-expendable items that are to be purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applications should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contracts" data fields under the "Sub awards" (Sub grants)/Procurement Contracts category. In the budget narrative, explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. All requested information must be included in the budget detail worksheet and budget narrative.

<table>
<thead>
<tr>
<th>Year 1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Equipment Detail</strong></td>
</tr>
<tr>
<td><strong>Equipment Item</strong></td>
</tr>
<tr>
<td>Weapons</td>
</tr>
<tr>
<td>Uniforms</td>
</tr>
<tr>
<td>Communications</td>
</tr>
<tr>
<td>Office Furniture</td>
</tr>
<tr>
<td>Laptop Computer</td>
</tr>
<tr>
<td>Dishwasher</td>
</tr>
<tr>
<td>Monitors – Active</td>
</tr>
</tbody>
</table>

**Equipment Total Cost**
$123,943.00

<table>
<thead>
<tr>
<th>Year 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Equipment Detail</strong></td>
</tr>
<tr>
<td><strong>Equipment Item</strong></td>
</tr>
<tr>
<td>Weapons</td>
</tr>
<tr>
<td>Uniforms</td>
</tr>
<tr>
<td>Communications</td>
</tr>
<tr>
<td>Office Furniture</td>
</tr>
<tr>
<td>Laptop Computer</td>
</tr>
<tr>
<td>Monitors – Active</td>
</tr>
</tbody>
</table>
### Equipment Total Cost

$117,515.00

#### Year 3

**Equipment Detail**

<table>
<thead>
<tr>
<th>Equipment Item</th>
<th># of Items</th>
<th>Cost</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monitors - Active</td>
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<td>$1,170.00</td>
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<td>$117,000.00</td>
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</table>

**Equipment Total Cost**

$117,000.00

---

### Supply Items

**Instructions**

List items by type (office supplies, postage, training materials, copy paper, and expendable equipment items costing less than $5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project. All requested information must be included in the budget detail worksheet and budget narrative.

#### Year 1

**Supply Item Detail**

<table>
<thead>
<tr>
<th>Purpose of Supply Items</th>
<th># of Items</th>
<th>Unit Cost</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disposables</td>
<td>1.00</td>
<td>$500.00</td>
<td>$500.00</td>
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<tr>
<td>Office</td>
<td>1.00</td>
<td>$500.00</td>
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<tr>
<td>Cleaning</td>
<td>1.00</td>
<td>$500.00</td>
<td>$500.00</td>
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<td>$500.00</td>
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**Supplies Total Cost**

$1,500.00

#### Year 2

**Supply Item Detail**

<table>
<thead>
<tr>
<th>Purpose of Supply Items</th>
<th># of Items</th>
<th>Unit Cost</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
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<tr>
<td>Disposables</td>
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<td>$500.00</td>
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<td>$500.00</td>
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<td>$500.00</td>
<td>$500.00</td>
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**Supplies Total Cost**

$1,500.00

#### Year 3
### Supply Item Detail

<table>
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<th>Purpose of Supply Items</th>
<th># of Items</th>
<th>Unit Cost</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
<tbody>
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<td>Disposables</td>
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<td>$500.00</td>
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**Supplies Total Cost**

$1,500.00

---

### Construction Instructions

As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Consult with the DOJ grant-making component before budgeting funds in this category. In the narrative section, please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application.

---

### Year 1

**Construction Detail**

<table>
<thead>
<tr>
<th>Purpose of Construction of Work</th>
<th>Description Items</th>
<th>Cost</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>No items</td>
<td></td>
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**Construction Total Cost**

$0.00

---

### Year 2

**Construction Detail**

<table>
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<th>Purpose of Construction of Work</th>
<th>Description Items</th>
<th>Cost</th>
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<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>No items</td>
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</table>

**Construction Total Cost**

$0.00

---

### Year 3

**Construction Detail**

<table>
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<th>Purpose of Construction of Work</th>
<th>Description Items</th>
<th>Cost</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
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**Construction Total Cost**

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<th>Purpose or Construction of Work</th>
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<th>Non-Federal Contribution</th>
<th>Federal Request</th>
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</thead>
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<tr>
<td>No Item</td>
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</table>

**Construction Total Cost**

$0.00

**Subawards**

**Instructions**

Subawards (see "Subaward" definition at 2 CFR 200.92): Provide a description of the Federal Award activities proposed to be carried out by any subrecipient and an estimate of the cost (include the cost per subrecipient, to the extent known prior to the application submission). For each subrecipient, enter the subrecipient entity name, if known. Please indicate any subaward information included under budget category Subawards (Subgrants) Contracts by including the label "(subaward)" with each subaward category.

**Year 1**

**Subaward (Subgrant) Detail**

<table>
<thead>
<tr>
<th>Description</th>
<th>Purpose</th>
<th>Consultant</th>
<th>Country</th>
<th>State/U.S. Territory</th>
<th>City</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Item</td>
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**Subawards Total Cost**

$0.00

Add Consultant Travel

**Year 2**

**Subaward (Subgrant) Detail**

<table>
<thead>
<tr>
<th>Description</th>
<th>Purpose</th>
<th>Consultant</th>
<th>Country</th>
<th>State/U.S. Territory</th>
<th>City</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Item</td>
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<td></td>
<td></td>
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<td></td>
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</tbody>
</table>

**Subawards Total Cost**

$0.00

Add Consultant Travel

**Year 3**

**Subaward (Subgrant) Detail**

<table>
<thead>
<tr>
<th>Description</th>
<th>Purpose</th>
<th>Consultant</th>
<th>Country</th>
<th>State/U.S. Territory</th>
<th>City</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Item</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Subwards Total Cost
$0.00
Add Consultant Travel

Procurement contracts (see "Contract" definition at 2 CFR 200.22): Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant’s formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at $250,000) for prior approval. Please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application. Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Unless otherwise approved by the GOPS Office, approved consultant rates will be based on the salary a consultant receives from his or her primary employer. Consultant fees in excess of $650 per day require additional written justification, and must be pre-approved in writing by the GOPS Office if the consultant is hired via a noncompetitive bidding process. Please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application. Please visit https://cops.usdoj.gov/grants for a list of allowable and unallowable costs for this program.

Instructions:
Procurement contracts (see "Contract" definition at 2 CFR 200.1): Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant’s formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for noncompetitive procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at $250,000).

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Written prior approval and additional justification is required for consultant fees in excess of the DOJ grant-making component’s threshold for an 8-hour day.

In the narrative section, please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application.

Year 1

<table>
<thead>
<tr>
<th>Description</th>
<th>Purpose</th>
<th>Consultant</th>
<th>Country</th>
<th>State/U.S.</th>
<th>Territory</th>
<th>City</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
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</thead>
<tbody>
<tr>
<td>No Items</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Do you need Consultant Travel?
Yes
Procurement Cost
$0.00

<table>
<thead>
<tr>
<th>Purpose of Travel</th>
<th>Location</th>
<th>Type of Expense</th>
<th>Cost</th>
<th>Duration or Distance</th>
<th># of Staff</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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### Year 2

<table>
<thead>
<tr>
<th>Description</th>
<th>Purpose</th>
<th>Consultant</th>
<th>Country</th>
<th>State/U.S. Territory</th>
<th>City</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
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</table>

No Items

Do you need Consultant Travel?
Yes

Procurement Cost
$0.00

<table>
<thead>
<tr>
<th>Purpose of Travel</th>
<th>Location</th>
<th>Type of Expense</th>
<th>Cost</th>
<th>Duration or Distance</th>
<th># of Staff</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
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</thead>
</table>

No Items

Consultant Travel Total Cost
0.00

Procurement Total Cost
$0.00

### Year 3

<table>
<thead>
<tr>
<th>Description</th>
<th>Purpose</th>
<th>Consultant</th>
<th>Country</th>
<th>State/U.S. Territory</th>
<th>City</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
</table>

No Items

Do you need Consultant Travel?
Yes
**Procurement Cost**

$0.00

**Consultant Travel Detail**

<table>
<thead>
<tr>
<th>Purpose of Travel</th>
<th>Location</th>
<th>Type of Expense</th>
<th>Cost</th>
<th>Duration or Distance</th>
<th># of Staff</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
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<tbody>
<tr>
<td>No longer applies</td>
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</tbody>
</table>

**Consultant Travel Total Cost**

$0.00

**Procurement Total Cost**

$0.00

---

**Other Direct Costs**

**Instructions**

List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent. All requested information must be included in the budget detail worksheet and budget narrative.

---

**Year 1**

**Other Cost Detail**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Costs</th>
<th>Length of Time</th>
<th>Total Costs</th>
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<th>Federal Request</th>
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</thead>
<tbody>
<tr>
<td>Operating Support</td>
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<td>per team</td>
<td>$27,120.00</td>
<td>1.00</td>
<td>$27,120.00</td>
<td>$27,120.00</td>
<td>$27,120.00</td>
</tr>
</tbody>
</table>

**Other Costs Total Cost**

$27,120.00

---

**Year 2**

**Other Cost Detail**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Costs</th>
<th>Length of Time</th>
<th>Total Costs</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Support</td>
<td>1.00</td>
<td>per team</td>
<td>$27,120.00</td>
<td>1.00</td>
<td>$27,120.00</td>
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**Other Costs Total Cost**

$27,120.00

---

**Year 3**

**Other Cost Detail**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Costs</th>
<th>Length of Time</th>
<th>Total Costs</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
</table>

Length
### Indirect Costs

**Instructions**

Indirect costs are allowed only if: a) the applicant has a current, federally approved indirect cost rate; or b) the applicant is eligible to use and elects to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f). (See paragraph D.1.b. in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals for a description of entities that may not elect to use the "de minimis" rate.) An applicant with a current, federally approved indirect cost rate must attach a copy of the rate approval, a fully-executed, negotiated agreement. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories. (Applicant Indian tribal governments, in particular, should review Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals regarding submission and documentation of indirect cost proposals.) All requested information must be included in the budget detail worksheet and budget narrative. In order to use the "de minimis" indirect rate an applicant would need to attach written documentation to the application that advises DOJ of both the applicant's eligibility (to use the "de minimis" rate) and its election. If the applicant elects the de minimis method, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. In addition, if this method is chosen then it must be used consistently for all federal awards until such time as the applicant entity chooses to negotiate a federally approved indirect cost rate.

### Year 1

<table>
<thead>
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<th>Description</th>
<th>Base</th>
<th>Indirect Cost Rate</th>
<th>Total Cost</th>
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<th>Federal Request</th>
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<tbody>
<tr>
<td>No Items</td>
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**Indirect Costs Total Cost**

$0.00

**Additional Narrative**

### Year 2

<table>
<thead>
<tr>
<th>Description</th>
<th>Base</th>
<th>Indirect Cost Rate</th>
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**Indirect Costs Total Cost**

$0.00

**Additional Narrative**
Year 3

Indirect Cost Detail

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<th>Description</th>
<th>Base</th>
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Indirect Costs Total Cost

$0.00

Additional Narrative

Additional Application Components

Tribal Authorizing Resolution

No documents have been uploaded for Tribal Authorizing Resolution

Letters of Support

<table>
<thead>
<tr>
<th>Name</th>
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<th>Created by</th>
<th>Application Number</th>
<th>Date Added</th>
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<tbody>
<tr>
<td>Letter of Support 1.pdf</td>
<td>Letters of Support</td>
<td>David Plesich</td>
<td>———</td>
<td>07/11/2022</td>
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Research and Evaluation Independence and Integrity Statement

No documents have been uploaded for Research and Evaluation Independence and Integrity Statement

Additional Attachments

No documents have been uploaded for Additional Attachments

Disclosures and Assurances

Disclosure of Lobbying Activities

<table>
<thead>
<tr>
<th>Name</th>
<th>Category</th>
<th>Created by</th>
<th>Application Number</th>
<th>Date Added</th>
</tr>
</thead>
<tbody>
<tr>
<td>Form SFLLL_2.0-V2.0.pdf</td>
<td>LobbyingActivitiesDisclosure</td>
<td>———</td>
<td>———</td>
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</table>
Disclosure of Duplication in Cost Items

No. [Applicant Name on SF-424] does not have (and is not proposed as a subrecipient under any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to CJJP and that would cover any identical cost items outlined in the budget submitted as part of this application.

OMB APPROVAL NUMBER 1121-0140
EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;

b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and

c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000e); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (29 U.S.C. § 612);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 504 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12102(a)); section 1471 of the Civil Rights Act of 1964 (42 U.S.C. § 2000e-2(b)); section 29A(a)(1) of the Correctional Treatment Act of 1978 (28 U.S.C. § 2125); and section 320 of the Rehabilitation Act of 1973 (29 U.S.C. § 794a); and that the definitions in these statutes may apply to the award made by the Department.

c. the Applicant understands that the applicable statutes (and associated regulations) may include, as applicable to the award, the Office of Violence Against Women Act (42 U.S.C. § 13931), the Violent Crime Control and Law Enforcement Act of 1994 (28 U.S.C. § 13971), the Violence Against Women Act of 1994 (42 U.S.C. § 13532); and the Equal Employment Opportunity Commission.

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.104 and 42.106.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2000 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (civil rights grants and cooperative agreements involving federal financial assistance programs), and 46 (human subject protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (25 U.S.C. § 306108), the Archaeological and Historical Preservation Act of 1974 (30 U.S.C. §§ 312d01-312d03), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4330).
§§ 4321-4335), and 26 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(6)(17]), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance—

a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States, and
b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application—

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
b. it will comply with requirements of 6 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10392(c)(41), I will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10392(c)(41).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(c)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1021, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Signed

Signer ID

Signing Date / Time

U.S. DEPARTMENT OF JUSTICE
CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; LAW ENFORCEMENT AND COMMUNITY POLICING

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

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

(b) If the Applicant's request for Federal funds is in excess of $100,000, and any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LW, "Disclosure of Lobbying Activities" in accordance with its (and any DOD awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 267, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 267.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, restrained from award of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principal's) present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for GIP Applicants, to GIP at Opcompliance@usdoj.gov; for OVP Applicants, to OVP at OVP.6FV@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSPRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for GIP Applicants, to GIP at Opcompliance@usdoj.gov; for OVP Applicants, to OVP at OVP.6FV@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSPRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;
(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(5) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(6) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 30 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For JIP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 800 7th Street, N.W., Washington, D.C. 20931

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. LAW ENFORCEMENT AGENCY CERTIFICATION REQUIRED UNDER DEPARTMENT OF JUSTICE DISCRETIONARY GRANT PROGRAMS ("SAFE POLICING CERTIFICATION")

If this application is for a discretionary award pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to a State, local, college, or university law enforcement agency, the Applicant certifies that any such law enforcement agency to which funds will be made available has been certified by an approved independent certifying body or has started the certification process. To become certified, a law enforcement agency must meet two mandatory conditions:

(a) the agency's use of force policies adhere to all applicable federal, State, and local laws; and

(b) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

The Applicant acknowledges that compliance with this safe policing certification requirement does not ensure compliance with federal, state, or local law, and that such certification shall not constitute a defense in any federal lawsuit. Nothing in the safe policing certification process or safe policing requirement is intended to be (or may be) used by third parties to create liability by or against the United States or any of its officers, agents, or employees under any federal law. Neither the safe policing certification process nor the safe policing certification requirement is intended to (or does) confer any right on any third-party beneficiary or entity seeking relief against the United States or any officer or employee thereof. No person or entity is intended to be (or is) a third-party beneficiary of the safe policing certification process or, with respect to the safe policing certification requirement, such a beneficiary for purposes of any civil, criminal, or administrative action.

6. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10342(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that supports it, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3780c-3781). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Certified

SignatureD
Other Disclosures and Assurances

Declaration and Certification to the U.S. Department of Justice as to this Application Submission

By (taking this action), I –

1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant; (2) I have conducted or there was conducted (including by the applicant’s legal counsel as appropriate, and made available to me) a diligent review of all requirements pertinent to and all matters encompassed by this declaration and certification.

2. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this application submission: (1) I have reviewed the application and all supporting materials submitted in connection therewith (including anything submitted in support of this application by any person on behalf of the applicant before or at the time of the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.

3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concession or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1061 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Signed

SignerID

Signing Date / Time
<table>
<thead>
<tr>
<th>Name</th>
<th>Category</th>
<th>Created by</th>
<th>Application Number</th>
<th>Date Added</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPD CVIP Signature Page.pdf</td>
<td>Other Attachments</td>
<td>David Plesich</td>
<td>---</td>
<td>07/08/2022</td>
</tr>
</tbody>
</table>

Certified
**COMMITTEE / COUNCIL AGENDA**

**TO:** John J. Tecklenburg, Mayor  
**FROM:** Chief Luther Reynolds  
**DEPT:** Police Department  
**SUBJECT:** FY23 PAUL COVERDELL FORENSIC SCIENCE IMPROVEMENT GRANTS PROGRAM  
**REQUEST:** After-the-fact approval to apply for technological enhancements to The Charleston Police Department Forensic Science Division. The grant will fund $37,050 for a portable laser investigation device.

**COMMITTEE OF COUNCIL:** Ways & Means  
**DATE:** July 19, 2022

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

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
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<tbody>
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<td>Cap. Proj. Cmte. Chair</td>
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<td>[Signature]</td>
<td></td>
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<tr>
<td>Chief of Police</td>
<td>X</td>
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<td>[Signature]</td>
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<tr>
<td>Grants Coordinator</td>
<td>X</td>
<td></td>
<td>[Signature]</td>
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**FUNDING:** Was funding previously approved?  
Yes [ ] No [ ] N/A [x]  
If yes, provide the following:  
Dept./Div.: ________  
Account #: ________  
Balance in Account ________  
Amount needed for this item ________

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

**NEED:** Identify any critical time constraint(s).  
Due to time constraints, this application was submitted on July 7, 2022.

**CFO’s Signature:** [Signature]  
**FISCAL IMPACT:** This project does not require a City Match.

**Mayor’s Signature:** [Signature]  

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

To: Mayor John J. Tecklenburg
    City Councilmembers
From: Luther Reynolds, Chief of Police
Subject: FY23 DOJ Paul Coverdell Forensic Science Improvement Grant Submission
Date: 19 July 2022

The purpose of this memorandum is to request an after-the-fact approval to submit an Application for the FY23 DOJ Paul Coverdell Forensic Science Improvement Grant. The Program is designed to improve the quality and timeliness of forensic science and medical examiner/coroner’s office services. The SCDPS, Office of Highway Safety and Justice Programs (OHSJP) has been designated as the fiscal agent to administer these funds in SC.

The Grant Application seeks $37,050 for a laser investigation device for the detection of latent fingerprints, chemically-treated fingerprints, bone fragments and body fluids. The compact and lightweight design makes the laser portable for use in the field or in the laboratory. The grant would also cover the operating software and license, training, a two-year warranty, and associated supplies.

There is no match required for this grant. This is an after-the-fact request as the application was due July 07, 2022.

Should you have any questions regarding this project, please contact SPO David Plesich, Grants Coordinator at plesichd@charleston-sc.gov.
Overview

STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
Office of Highway Safety and Justice Programs
Paul Coverdell Forensic Science Improvement Grants Program

The SC Department of Public Safety, Office of Highway Safety and Justice Programs (OHSJP), has been designated as the State Administrative Agency (SAA) for the Paul Coverdell Forensic Science Improvement Grant Program for South Carolina. The purpose of this grant program is to improve the quality and timeliness of forensic science and medical examiner/coroner's office services. Among other things, funds may be used to eliminate backlogs in the analysis of forensic evidence (including controlled substances, firearms examination, forensic pathology, latent prints, questioned documents, toxicology, and trace evidence), and to train and employ forensic laboratory personnel, as needed, to eliminate such a backlog. The Coverdell program may not be used for research; however, applicants may address emerging forensic science issues and technology through implementation of new technologies and processes into public laboratories.

Version:
Application Deadline: 2022-07-08
Application #: T23460
Grant #: 
Award Date: 
State Start Date: 2022-10-01
State End Date: 2023-09-30
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<tr>
<th>Project Details</th>
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<tbody>
<tr>
<td>Project Title: CPD Portable Laser</td>
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<td>Project Summary (max. 300 characters): Laser technology has numerous applications in forensic science: fiber analysis, document examination and serology; their widest use is in detection of latent fingerprints. We seek to harness this technology to improve the recovery rate of latent fingerprints images from firearms &amp; nonporous evidence</td>
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<td>Year of Funds: 1</td>
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<td>Appropriation of Non-Grantor Matching Funds: City</td>
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## Agency Details

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<th><strong>Agency Name</strong></th>
<th>City of Charleston</th>
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<tr>
<td><strong>Address</strong></td>
<td>180 LOCKWOOD DR</td>
</tr>
<tr>
<td><strong>City</strong></td>
<td>CHARLESTON</td>
</tr>
<tr>
<td><strong>State</strong></td>
<td>SC</td>
</tr>
<tr>
<td><strong>9 Digit Zip</strong></td>
<td>29403-5112</td>
</tr>
<tr>
<td><strong>(Area) Phone #</strong></td>
<td>(843) 720-3924</td>
</tr>
<tr>
<td><strong>(Area) Fax #</strong></td>
<td>(843) 722-4085</td>
</tr>
<tr>
<td><strong>County</strong></td>
<td>Charleston</td>
</tr>
<tr>
<td><strong>Other county/counties this project will serve</strong></td>
<td>Berkeley</td>
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<table>
<thead>
<tr>
<th><strong>Organization Type</strong></th>
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<td><strong>Other (specify)</strong></td>
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<td><strong>U.S. Congressional District</strong></td>
<td>First</td>
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<td><strong>Has your agency registered in the System for Award Management (SAM)</strong>?</td>
<td>yes√ no×</td>
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<tr>
<td>(<a href="https://uscontractorregistration.com">https://uscontractorregistration.com</a>):</td>
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## Budget

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<td>Workers Compensation</td>
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<td>Insurance</td>
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<td>Dental Insurance</td>
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<td>Pre-Retirement Death Benefit</td>
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<td>Accident Death Benefit</td>
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<td>Accident Death Benefit (Police Officers)</td>
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<td>Other Employer Contributions (Itemize)</td>
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<tr>
<td>Description</td>
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TRAVEL:
(Itemize—include mileage, airline cost, lodging, per diem, parking, car rental)

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EQUIPMENT ($1,000 or more per Unit):
(Itemize—DO NOT USE BRAND NAME. Also, DO NOT include leased, rented items or software)

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<thead>
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<th>Description</th>
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OTHER:

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TOTAL PROJECT COST: $37,050 $0 $37,050
Budget Narrative

List items under each Budget Category Heading. Explain exactly how each item listed in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided.

Portable Laser – a laser investigation device for the detection of latent fingerprints, chemically treated fingerprints, footprints, bone fragments and body fluids. Compact and lightweight design makes laser portable for use in the field or in the laboratory.
Program Narrative

PROBLEM STATEMENT: First, define the problem exactly as it exists in your particular community. Describe the nature and magnitude of the problem using valid, updated statistical data, and cite the source and date of your information. Prior data may be used to show changes in the magnitude or severity of the problem. Remember to document the problem and not the symptoms or solutions of the problem. Second, identify your existing efforts, current resources and programs being utilized to deal with the problem.

Problem Statement
The City of Charleston has experienced an upward trend in the rate of violent crime over the past several years. The Charleston SC Metropolitan Statistical Area is a three county-region with a population currently growing at three times the U.S. population average. The City of Charleston, which serves as the nexus of this region, has experienced a precipitous increase in violent firearms related crime, led by a consistent increase in aggravated assaults. During the three year period from the beginning of 2019 until the end of 2021, violent crime rose at an alarming rate. Homicides increased by 87.5%, aggravated assaults by firearm increased 19.7% and weapons law violations increased by 34.1%. In addition, from 2019 to 2022 arrests for unlawful carry of a firearm increased 77.5% in the City of Charleston. The City of Charleston Police Department recognizes the link between the illegal drug trade, violent crime and gang activity. As a result, the agency has sought to address these issues by participating in or implementing numerous initiatives including:

• GangNet CPD participates in an information sharing application for recording and tracking gangs, gang members and their activities
• Partnerships CPD officers are assigned to federal task forces
  • FBI Joint Terrorism Task Force - defends against international and domestic terrorism
  • FBI Violent Crimes Task Force - investigates violent crimes and violent offenders and gangs
  • ATF Task Force - investigates federal offenses involving the unlawful use, manufacture, and possession of firearms and explosives; acts of arson and bombings; and illegal trafficking of alcohol and tobacco products.
• CPD Forensic Services Division The division is an ANAB accredited crime laboratory in numerous forensic disciplines including latent print recovery and identification
• CPD Field Intelligence Unit (FIU) two officers are assigned to FIU who focus solely on violent offenders and gangs
• Lowcountry Gang Task Force participation in a partnership among local law enforcement agencies including Charleston County Sheriff’s Office, Summerville Police Department, Berkeley County Sheriff’s Office, Mt. Pleasant Police Department and North Charleston Police Department. Members meet weekly to exchange gang member and gang activity intelligence.
• National Integrated Ballistic Information Network (NIBIN) Forensic Services is a ATF site for the capture and comparison of ballistic evidence to aid in solving and preventing violent crimes involving firearms
• Automated Fingerprint Identification System (AFIS) Forensic Services operates AFIS for the comparison and identification of latent fingerprints
• DOJ Public Safety Partnership Participation in a partnership between the US Department of Justice, Charleston Police Department and North Charleston Police Department to combat violent crime
• Violent Offender Monitoring Program CPD pilot program for electronically monitoring repeat violent offenders

Each of these strategies is supported by a culture of focused deterrence, proactive policing and efforts to build trust in the community. The agency is committed to continuing the efforts outlined above as well as add new tools to its crime-fighting arsenal.

The Charleston Police Department places a high priority on addressing crime gun violence in the community. The agency has policies and procedures in place to maximize the likelihood of retrieving useful investigative information from firearms and cartridge cases. To achieve this goal, all firearms and unfired cartridge cases are collected and submitted to the Forensic Services Division for prompt routing through latent recovery, ETrace, DNA swabbing, test firing, triage, entry and correlation into the National Integrated Ballistic Information Network. In 2021, ETrace reports were generated on 500 firearms and the Forensic Services Division submitted 672 evidence items into NIBIN that generated 164 potential leads. To enhance these effort, the Forensic Services Division seeks to acquire an argon laser to improve latent recovery from firearms, as well as many other types of evidence.

Currently, every firearm collected by the Charleston Police Department, except those collected for safekeeping, is submitted to the Forensic Services Division for latent recovery. Similarly, all unfired cartridge cases are submitted for latent recovery, but fired cartridge cases are not examined because of the low success rate for recovery of latent prints after the cartridge case has been exposed to the high heat of discharge. The most common method used for recovery of latent prints on firearms and unfired cartridge cases is cyanoacrylate fuming followed up with a powder. In 2020, the Forensic Services Division examined 362 firearms for latent fingerprints. Quality prints were recovered on 18 firearms. That represents a success rate of 4.9%. In 2021, the Forensic Services Division examined 238 firearms for latent fingerprints. Quality prints were recovered on 14 firearms. That represents a success rate of 5.8%. When quality prints are recovered, Forensic Services Division personnel enter them into the Automated Fingerprint Identification System (AFIS) for possible identification with prints contained in the database. If the prints are not of adequate quality for entry into AFIS, latent print examiners still compare them to suspects developed via investigation. In both 2020 and 2021, 50% of the prints recovered from firearms were suitable for comparison or entry in AFIS. Although these percentages are consistent with the national average, there is an opportunity to improve the recovery rate by implementing the
use of laser technology. Lasers play important roles in the fields of science and technology to solve many scientific, technological, industrial, military, medical and other problems. The Charleston Police Department seeks to harness this same power for the recovery of latent fingerprints from firearms and other types of nonporous evidence in order to add in the investigation of crime gun violence.

PROJECT PURPOSE: First, describe the broad goals of your project. Then describe a specific plan for conducting the project and a rationale for the tasks and activities to be employed to address the problem outlined above.

Project Purpose

One of the most vexing problems facing the City of Charleston is gun violence. The Charleston Police Department has adopted numerous methods and technologies to address this problem. The process is continuous, dynamic and critical to making the community a safe and healthy place to live, work and visit. The purpose of this project is to add laser technology to the analytical scheme for recovery of latent print images from nonporous surfaces with a focused effort on improving the recovery rate of friction ridge detail on firearms.

Lasers work by focusing a high intensity light beam on the surface under examination. Before it strikes the surface, the beam is made to pass through a lens. The lens serves two purposes: first, it enlarges the area of coverage of the beam, so that the whole area of interest becomes exposed to the laser light. Secondly, the expanded beam protects the surface from burning. The illuminated area is observed through a safety filter. Such filters absorb the short wavelength components and transmit the longer ones, thus protecting the observer’s eyes. If an image is identified, it can photographed through the same filter.

The use of lasers for fingerprint detection dates back to 1977, when it was reported that inherent luminescence of sweat deposits are illuminated by an argon laser. The methodology is based on the principle that a luminescent fingerprint, deposited on a non-luminescent surface, produces laser-excited fluorescence. Palmer sweat consists of several compounds including salts, amino acids, lipids, proteins, vitamins, riboflavin and pyridoxine in tiny amounts. Studies indicate that the excitation-emission spectra of fingerprint secretions produce an absorption band of yellow green luminescence at 514.5 nm which is almost ideally matched with the 515 nm argon laser line. Subsequent studies demonstrate the power of an argon ion laser for detecting fingerprints on firearms as well as paper, knife blades, cups, glass bottles, paper towels and living skin. The fluorescence produced is of such high sensitivity that fingerprints can be detected on difficult or unusual surfaces.

There are two kinds of sources of lights: coherent and incoherent. Coherent waves, like those produced by a laser, are those which have the same frequency and zero or constant phase difference. Incoherent waves have random frequencies and phase differences. The great advantage lasers have over incoherent light sources is that lasers have all the energy concentrated in a very narrow wavelength region; therefore, the energy per wavelength interval is extremely high. This makes the fluorescence several orders larger than the fluorescence produced by incoherent light. Currently, the Forensic Services Division uses an incoherent light source, referred to as an alternative light source (ALS), to detect inherent fluorescence with in fingerprints. An argon laser is a coherent light source so its high intensity illumination provides superior results over ALS for the examination of any surface, but particularly those that are highly contoured like firearms. Lastly, argon lasers are superior to ALS for detection of weak, as well as old latent fingerprints.

The advantage of laser inspection is that it does not damage the fingerprint or the surface on which the fingerprint was deposited. Also, if blood is present in the fingerprint, the laser does not harm the blood. The disadvantage of this method is that the small amount of perspiration component present in the fingerprint may not be sufficient to produce significant fluorescence. This can be overcome by treating the prints with chemical dyes to induce fluorescence. To accomplish this, a photon with a discrete energy from a light source is absorbed by the dye, causing an electron to move to an excited energy state. The electron in the excited state has a very short lifetime (~10 seconds). During this short lifetime, part of the energy is dissipated to the ground state as fluorescence. Due to this energy dissipation, the energy of the emitted photon is smaller than the energy of the absorbed photon. Smaller energy means that the photon has a longer wavelength. The difference in wavelength between the absorbed and emitted photon is called the Stokes shift. Therefore, if the absorbed light of shorter wavelength is filtered by using the appropriate filter, the emitted light (fluorescence) can easily be observed.

Currently, the Forensic Services Division performs latent recovery on nonporous surfaces using cyanoacrylate followed by powder processing. The principle underlying the cyanoacrylate method (also called Super Glue technique) depends on the fact that when alkyl 2-cyanoacrylate reagent is allowed to vaporize, it undergoes polymerization. The polymerized ester has a tendency to get adsorbed on the sweat residue, imparting a white color to the ridge pattern. The cyanoacrylate polymer stabilizes the latent prints; however, because the developed prints are white, they lack contrast. Post-treatment with powder or a luminescent dye is required to enhance the prints to make them suitable for photography. On dark metallic items like firearms, powder also lacks contrast, so the Forensic Services Division seeks to improve the recovery rate by shifting to post-treatment with a fluorescent dye followed by enhancement with an argon laser.

A fluorescent dye can generate thousands of detectable photons making it a highly sensitive of fluorescent detection technique. Such stains fluorescence upon exposure to laser light, revealing sharp fingerprints. The Forensic Services Division would employ
Rhodamine 6G after superglue fuming to maximize effectiveness. Rhodamine 6G has a fluorescence band between 550 nm and 650 nm when excited with an argon laser. Rhodamine 6G is an organic molecule with the formula C28H31ClN2O3 available in the form of a red powder. It is easily soluble in organic solvents such as methanol, propanol, or water. There are a number of formulations for mixing Rhodamine 6G; however, the simplest formula uses about 0.1 grams of the powder per 2.3 liters of solvent. With more intense lasers, a more dilute solution is preferable. Super glue fuming followed by treatment with Rhodamine 6G works best on smooth surfaces such as metals making it the ideal method for recovering latent prints from firearms or other metallic items.

Fingerprints, along with DNA, are the gold standard for personal identification in the forensic community. Fingerprints patterns are genetically determined and remain unchanged from birth until death. They are unique, immutable, universal and easy to classify. For these reasons, the Charleston Police Forensic Services seeks maximize the recovery of fingerprints by employing the most effective technology. Recovery of latent prints on firearms and other metallic surfaces is most successful if an argon laser is used to visualize the friction ridge images that emerge following cyanoacrylate fuming coupled with treatment with Rhodamine 6G. Quite simply, improving the recovery rate of latent prints solves crime. The purpose of this project is to solve more crimes so that the city of Charleston is a safer place for its citizens and visitors.

PROJECT OBJECTIVE(S): Objectives are specific, quantified statements of expected results of the project. The objectives must be described in terms of measurable events that can be realistically expected under time constraints and resources. Objective must be related to the Problem Statement and Project Purpose outlined above.

Project Objectives
The City of Charleston Police Department understands the performance requirements for those applicants that receive funding. The goal of this project is to implement enhanced forensic technology for the recovery of fingerprints from non-porous surfaces, particularly firearms with the goal of identifying violent offenders. In order to achieve the project objectives and to measure success, the Project Manager will accomplish the following:
1. Purchase of an argon laser
2. Perform verification study on argon laser prior to use on casework
3. Establish policy, procedure, training, quality assurance and maintenance requirements
4. Increase recovery of latent fingerprints from firearms by 10%

PERFORMANCE INDICATOR(S): State exactly how each objective will be measured. Performance indicators must be matched to each program objective listed above (i.e., if there are 5 objectives then there must be 5 corresponding performance indicators). Performance indicators are based on quantitative (numbers) and qualitative (opinions organized in meaningful ways) data gathering procedures which evaluate and document your project.

Performance Indicators
Additions to policy, procedure and training manuals will be stored in CPD policy management software, PowerDMS. The purchasing documentation, verification study, quality assurance and maintenance records will be maintained in Forensic Advantage, the laboratory information management system (LIMS). The data concerning recovery rate and print quality will also be traced in Forensic Advantage. Each case is tracked electronically from the time the request is received through evidence submission, case examination, reporting, and release. Recording the dates and times occurs automatically which ensures accuracy in workload assessment and statistics. The performance indicators for each objective are as follows:
1. Purchasing documents that demonstrate compliance with the city of Charleston Procurement policies and the Paul Coverdell grant
2. Report of verification study that records an assessment of purpose, specificity, safety and cost
3. Written documentation of policy, procedure, training, quality assurance and maintenance requirements
4. Latent recovery rate as recorded in Forensic Advantage laboratory information management system (LIMS)

PROJECT EVALUATION: This requirement is to: (1) establish an evaluation plan or process to assess the impact of your project on the drug and violent crime problem in your jurisdiction, (2) conduct the evaluation during the grant funded period, and (3) submit a formal written evaluation report at the close of the grant period. The purpose of evaluating each project is to assess how well it has been implemented in your jurisdiction and to assess the extent to which the activities funded have achieved the project's goals. The plan or process must describe how the evaluation will be accomplished and must describe the range of activities that will serve as vehicles for obtaining general qualitative and specific quantitative information. The plan or process must be completed and submitted on this page.

Project Evaluation
The Forensic Services Director, Judith Gordon will be the Project Director. Ms. Gordon has been the Forensic Services Director since 1996. She has a Bachelor of Science in Forensic Chemistry with a minor in Business Administration and a Master's in Public Administration. Ms. Gordon was the Laboratory Director in 1985 when the Charleston Police Forensic Laboratory was established. She designed and implemented procedures for drug identification, serology, latent print development, fire debris, trace evidence analysis, serial number restoration, firearms and toxicology. She has extensive training in fire debris/explosives, seized drug analysis, instrumental methods, serology, HazMat/Terrorism/WMD, trace evidence, forensic
pathology/anthropology, crime scene investigation, friction ridge, criminal investigations, computers, quality assurance, management/leadership, and the national incidence management system. Ms. Gordon is a certified assessor for ANAB and has managed several grants as the Forensic Services Director.

Ms. Gordon leads a team of highly trained and dedicated professionals who will carry out the activities required by this grant. The Charleston Police Department Forensic Services Division currently staffs 24 full-time personnel. Services include crime scene investigation, latent recovery and identification, seized drug analysis, fire debris analysis, body fluid identification, digital evidence examination, IBIS/NIBIN entry and correlation and forensic video enhancement. The division is accredited by ANSI-ASQ National Accreditation Board (ANAB) to ISO 17025:2107 and AR3125. In 2021, the division responded to 4689 requests for service. In addition, many of its members are certified by the International Association for Identification (IAI) or the American Board of Criminalistics. Latent Print Supervisor Nova Grilli will assist with evaluating the effectiveness of laser technology on latent print recovery. Nova is a IAI certified latent print examiner as well as a member of the Friction Ridge Organization of Scientific Area Committee (OSAC).

The City of Charleston will demonstrate compliance with the special conditions and required certifications of the Paul Coverdell Forensic Science Improvement Grant. Documentation of all grant funding purchasing procedures will be in accordance with local, state, and federal procurement guidelines and managed by the City’s Procurement Department. The Forensic Services Director will ensure that the equipment is purchased expeditiously and completed within the grant cycle. The Project Director will maintain all necessary documentation regarding equipment purchases and warranty/maintenance agreements. This documentation will be available for review and will provide an accurate status of the progress and outcome of the project. The Project Director will be responsible for ensuring compliance with the financial, administrative and data collection requirements of the grant, as well as assessing the success of the new forensic technology initiative in improving the efficiency, effectiveness, timeliness of laboratory services. Tracking use of the laser and the resulting latent print recovery rates and quality will be tracked in Forensic Advantage. The Project Director has the support and assistance of two grant management experts - the Grants Coordinator for the City of Charleston Police Department and the Grants Compliance Manager for the City of Charleston. The Charleston Police Department Grants Compliance Manager will monitor progress and ensure that the City meets the guidelines and reporting requirements as established by the Federal Government.

GRANT-FUNDED PERSONNEL TRAINING: A formal training plan should be prepared for grant-funded personnel to provide qualification training necessary to adequately implement the first year of the grant project. For continuation grant projects, sustainment-training needs are encouraged and expected. Cite the training plan and training courses below. N/A

PROJECT CONTINUATION POTENTIAL: Explain how the project activity will be continued after federal assistance is no longer available.

This equipment will continue to be used and maintained by Forensic Evidence staff. No long-term training or equipment replacement is necessary. Once acquired, the Laser will be used until product failure.
| **Total Population for county(ies) or City/Town:** | 137041 |
| **Cite source of information:** | US Census Bureau |

**AGENCY INFORMATION: (For Law Enforcement Agencies ONLY)**

- **Number of regular full-time officers in implementing agency:** 456
- **Number of regular part-time officers in implementing agency:** 0
- **Number of reserve officers in implementing agency:** 0
- **Total number of personnel in implementing agency:** 573
# Implementation Schedule

**IMPLEMENTATION SCHEDULE**

The Implementation Schedule is intended to give our office a proposed list of activities planned, when they are to be implemented, and the person responsible. Exact dates are not necessary in the "Implementation Proposed Time Frame" section. The "Implementation Actual Time Frame" section will be used to reflect the actual activities, dates, etc. when submitting your Progress Report after the grant is approved.

<table>
<thead>
<tr>
<th>Implementation Tasks</th>
<th>Person Responsible</th>
<th>Implementation Proposed (Proposed Quarters)</th>
<th>Implementation Actual Time Frame (Actual Dates)</th>
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<tbody>
<tr>
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<td>1 Qtr</td>
<td>2 Qtr</td>
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<tr>
<td>Acceptance of Grant</td>
<td>David Plesich</td>
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<tr>
<td>Begin Procurement Process</td>
<td>Judy Gordon</td>
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<tr>
<td>Sole Source Evaluation if necessary</td>
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<tr>
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<td>Evaluation of Implementation</td>
<td>Judy Gordon</td>
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Acceptance of Audit Requirements

ACCEPTANCE OF AUDIT REQUIREMENTS

PLEASE NOTE: State Agencies whose annual audit is covered by the State Auditor’s Office do not have to complete this form.

We agree to have an audit conducted in compliance with 2 CFR 200.501, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit ($750,000). If required, we will forward for review and clearance a copy of the completed audit(s), including the management letter, if applicable, to:

Accounting - Grants, DI
S.C. Department of Public Safety
10111 Wilson Blvd., PO Box 1993
Blythewood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency’s fiscal year)

1. *Audit Period: Beginning
   2023-01-01
   Ending
   2023-12-29

2. Audit or written certification will be submitted to Accounting - Grants by:
   2024-06-22
   (Date)

NOTE: The audit or written certification must be submitted to Accounting - Grants, S.C. Department of Public Safety, no later than the ninth month after the end of the audit period.

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with 2 CFR 200.501.

Any information regarding the CFR audit requirements will be furnished by Accounting - Grants, S.C. Department of Public Safety, upon request.

*NOTE: The Audit Period is the organization’s fiscal or calendar year to be audited.

Failure to complete this form will result in your grant award being delayed and/or cancelled.
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS
PAUL COVERDELL FORENSIC SCIENCE IMPROVEMENT GRANTS PROGRAM
TERMS AND CONDITIONS

1. Availability of Funds: This grant award is contingent upon the availability of funds approved by the statutory governing body for these funds. For federal funds, availability is controlled by the United States Congress.

2. Correspondence: All correspondence to the State Funding Agency (SFA), regardless of the medium (paper, email, facsimile, etc.), must include either the application number, or in the case of an award, the number to which the correspondence refers.

3. Applicable Federal Regulations: The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the United States Department of Justice (DOJ) in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements") apply to any award of funds out of Federal Fiscal Year 2015 and forward. The Part 200 Uniform Requirements, which were first adopted by the USDOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230. For further guidance or specifics, please refer to http://www.grants.gov/web/grants/learn-grants/grant-policies/omb-uniform-guidance-2014.html. For any award of funds out of Federal Fiscal Year 2014 and prior the subgrantees must comply with the Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions; A-87 Cost Principles for State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions; and, A-122 Cost Principles for Non-Profit Organizations. Also, the subgrantee must comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination Equal Employment Opportunity Programs and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures Part 66 (formerly OMB Circular A-102), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Contact Accounting-Grants staff further clarification of this requirement.

4. Standard Assurances: Upon receipt of federal funds, the State of South Carolina has assured and certified adherence to Standard Assurances to the US Department of Justice and in turn applies these rules to any contract, award, or subaward made under these funds. OMB APPROVAL NO. 1121-140 EXPIRES 5/31/2019
   a. The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:
   b. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
   c. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
   d. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
   e. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 36, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
   h. If a governmental entity:
      A. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.§ 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
      B. It will comply with requirements of 5 U.S.C. §§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

5. Allowable Costs: The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Federal or State requirements listed in the application Guidelines and Procedures.
6. Prohibited Conduct - Trafficking of Persons: The recipient, and any subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, grantees, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subgrantee. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the USDOJ-OJP website at http://www.ojp.usdoj.gov/otj/Expct/ProhibitdConduct-Trafficking.htm including reporting requirements and OJP authority to terminate awards.

7. Appropriations Restrictions for Federal Funds: The recipient, and any subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact the SFA for guidance and may not proceed without the express prior written approval of the governing entity of those funds.

8. Environmental Impact Requirements: The grantee, and by association any subgrantee, agrees to assist any requesting federal funding agency in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact the federal funding agency. The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition, which may or may not be allowable by the SFA, are as follows:
   a. New construction;
   b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on, or eligible for, listing on the National Register of Historic Places;
   c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
   d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
   e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment or an Environmental Impact Statement, as directed by the federal funding agency. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://www.bja.gov/Funding_nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantees' or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

9. Jacob's Law: The South Carolina Code of Laws Section 56-5-195 prohibits the transportation of children to or from schools or school-related functions using minibuses or fifteen-passenger vans. Any vehicle that is purchased or rented with grant funds for the purpose of transporting juveniles or children to or from schools or school-related functions must be classified as a school bus or a mini-school bus.

10. Texting: Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the U.S. Department of Justice encourages grantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

11. Indirect Cost Rate Agreements: If the subgrantee requests an indirect cost rate as an allowable expense item, a copy of the current and in-effect cost rate agreement must be submitted within thirty (30) days of the award date. A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate, described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise the SFA in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

12. Audit Requirements: The subgrantee agrees to comply with the requirements of 200.591. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by the SFA and/or any of their duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with the applicable requirements. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the subgrantee has not expended the amount of federal funds that would require a compliance audit. The subgrantee agrees to accept these requirements by the completion of the audit page of this application. The SFA will pay only the grant portion of compliance audit costs and only if a compliance audit is required. Funding of accounting services is not reimbursable.

13. Non-Discrimination: The subgrantee understands and agrees that award funds may not be used to discriminate against or deny equal access to any eligible student or student's parent/guardian who is participating in this program. If such financial assistance is provided from these funds, or of the parents or legal guardians of such students. The subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin.
(and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subgrantees to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) The Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1972, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application. The subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to the SFA.

14. Equal Employment Opportunity: No person shall on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under subgrants awarded pursuant to the Act governing these funds or any project, program, activity or subgrant supported by such requirements of Title VI of the Civil Rights Act of 1964, and all applicable requirements pursuant to the regulations of the Department of Commerce (Title 15, code of Federal Regulations, Part 8, which have been adopted by the Federal Funding Agency); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Labor Regulations 41 CFR Part 60; and the Department of Justice Regulations 28 CFR Parts 30, 36, 41, 42, Subparts C, D, E and G. The subgrantee must therefore ensure that it has a current Equal Employment Opportunity Program (EEOP) which meets the requirements of 28 CFR 42.301. The subgrantee further agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of the EEOP, as supplemented in Department of Labor Regulations 41 CFR Part 60. The subgrantee further assures that in the event a federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to the SFA.

15. Civil Rights Compliance: No person shall on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under subgrants awarded pursuant to the Act governing these funds or any project, program, activity or subgrant supported by such requirements of: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Department of Justice Non-discrimination Regulations 28 CFR Parts 30, 36, 41, Subparts C, D, E and G. The subgrantee must therefore ensure it has a current Equal Employment Opportunity Program (EEOP) which meets the requirements of 28 CFR 42.301. Depending on the funding source, the subgrantee must be in compliance with the Omnibus Crime Control and Safe Streets Act of 1968, the Juvenile Justice and Delinquency Prevention Act of 1974 and the Victims of Crime Act of 1984, or other applicable DOJ program statutes which provide funding from the SFA to the subgrantee. Subgrantees are also subject to the provisions of Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, Exec. Order No. 13,559, 75 Fed. Reg. 71,319 (Nov. 17, 2010 - Fundamental Principals and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations), and, Exec. Order No. 13,279, 67 Fed. Reg. 77,141 (Dec. 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Based Organizations). All grant-funded personnel, and their supervisors, shall view the civil rights training presentation located at www.scdps.gov/ohsp within the first month of a grant award and respond to the special condition to attest in writing that viewing occurred with signed forms to be submitted to the SFA.

16. Faith-Based Organizations: Executive Order 13279, Executive Order 13559, and the U.S. Department of Justice's (USDOJ) regulations on the Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, prohibit recipients from using DOJ financial assistance on inherently (or explicitly) religious activities and from discriminating in the delivery of services on the basis of religion. Therefore, inherent (or explicitly) religious activities are not allowable for grant funding. In addition the USDOJ has determined that twelve-step recovery programs are considered inherently (or explicitly) religious activities under federal civil rights laws. The Equal Treatment Regulation provides in part that Department of Justice grant awards of funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of grants they still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. A document containing Frequently Asked Questions (FAQ) has been developed to provide guidance for State Administering Agencies and subgrantees implementing USDOJ financial assistance on the conditions under which they may offer twelve-step recovery programs consistent with federal civil rights laws as part of the services that they provide. The FAQ may be found on the OJP's Office for Civil Rights website at www.ojp.usdoj.gov/about/offices/ocr.htm. If you have any questions, please contact the Office for Civil Rights at (202) 307-0690. USDOJ amended this federal regulation concerning faith-based organizations on May 4, 2016 to include the following addition: "Compliance with USDOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38":

a. The recipient, and any subgrantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

b. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subgrantees that are faith-based or religious organizations.

c. The text of the regulation, now entitled 'Partnerships with Faith-Based and Other Neighborhood Organizations,' is available via the Electronic Code of Federal Regulations (currently accessible at www.ecfr.gov by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR current data.)

17. Americans with Disabilities Act of 1990 (ADA): The subgrantee must comply with all requirements of the Americans with
Disabilities Act of 1990 (ADA), as applicable.

18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all of its subgrantees, contractors, subcontractors, assigns, or successors.

19. Compliance with Title VI (Limited English Proficiency) National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act and the Omnibus Crime Control and Safe Streets Act, subgrantees are required to take reasonable steps to ensure that individuals with LEP have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Subrecipients are encouraged to consider the need for language services for individuals with LEP served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for individuals with LEP are considered allowable program costs. The U.S. Department of Justice has issued guidance to assist in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

20. Utilization of Minority Businesses: Subgrantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

21. Conflict Of Interest: Personnel and other officials connected with this grant shall adhere to the requirements given below:

   a. Advice: No official or employee of a state or unit of local government or of nongovernmental grantees subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to their knowledge they or their immediate family, partners, organization other than a public agency in which the individual is serving as officer, director, trustee, partner, or employee or any person or organization with whom they are negotiating or has any arrangement concerning prospective employment, has a financial interest.

   b. Appearance: In the use of these grant funds, officials or employees of state or local units of government and nongovernmental grantees subgrantees shall avoid any action which might result in, or create the appearance of:

       1. Using an official position for private gain;
       2. Giving preferential treatment to any person;
       3. Losing complete independence or impartiality;
       4. Making an official decision outside official channels; or
       5. Affecting adversely the confidence of the public in the integrity of the government or the program.

22. Active DUNS number, Central Contractor Registration (CCR) registration, and South Carolina State Vendor ID are required for federal reporting purposes and reimbursement:

   a. A DUNS number is required during the application process: A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. The DUNS number is used for tracking purposes and to validate address and point-of-contact information, and registration is required only once. The DUNS number will be used throughout the grant life cycle. Obtain a DUNS number by calling 1-866-705-5711 or by applying online at https://fedreg.dab.com/webform.

   b. System for Award Management (formerly Central Contractor Registration [CCR]): The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). SAM is a Federal Government-owned and operated free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS. Future phases of SAM will add the capabilities of other systems used in Federal procurement and awards processes. If you had an active record in CCR, you have an active record in SAM. You do not need to do anything in SAM at this time, unless a change in your business circumstances requires updates to your Entity record(s) in order for you to be paid or to receive an award or you need to renew your Entity(s) prior to its expiration. SAM will send notifications to the registered user via email 60, 30, and 15 days prior to expiration of the Entity. To update or renew your Entity record(s) in SAM you will need to create a SAM User Account and link it to your migrated Entity record(s). You do not need a user account to search for registered entities in SAM by typing the DUNS number or business name into the search box. https://www.sam.gov/portal/public/SAM. The details of recipient obligations are posted on the US Office of Justice Programs web site at http://www.ojp.gov/funding/sam.htm.

   c. South Carolina State Vendor Number: To ensure that your agency is registered with the state, in order to receive reimbursement for grant-eligible expenses, an agency or entity will need to go to the following link and register to obtain a SC State Vendor number. http://www.nmo-sc.gov/PS-Vendor/PS-vendor-registration.pltrn. This information should be sent with the first request for Reimbursement to the person listed on the cover letter in your award packet.

23. Federal Funding Accountability and Transparency Act of 2006 (FFATA): All recipients of awards of $25,000 or more, consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA), will be required to report award information on any awards totaling $25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipients. Further information is available in https://www.gpo.gov/fdsys/pkg/PLAW-109publ128/pdf/PLAW-109publ128.pdf.

24. Certifications Regarding Lobbying: Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements: Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying;" 2 CFR Part 2667, "DOJ Implementation of OMB Guidance on Non-procurement Debarment and Suspension;" and 28 CFR Part 83, "Government-wide Debarment and Suspension;" and
Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement:

a. Lobbying: As required by Section 1552, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL,

"Disclosure of Lobbying Activities," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subgrantees shall certify and disclose accordingly.

b. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient) Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2667, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2667.20(s), and other requirements the applicant certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojppubliccompliance@usdoj.gov; and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

D. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local), and

E. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

F. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

c. Federal Taxes

A. If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to USD0J OJP at Ojppubliccompliance@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from USD0J OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

d. Drug-Free Workplace

A. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

B. The applicant certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an on-going drug-free awareness program to inform employees about
   a. The dangers of drug abuse in the workplace;
   b. The grantee's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement.

4. Notifying the employee in the statement required by B1 that, as a condition of employment under the grant, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

C. Notifying the agency, in writing, within 10 calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, Attn: Control Desk, B10 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant.

D. Taking one of the following actions, within 30 calendar days of receiving notice, with respect to any employee who is so convicted:

E. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

F. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of practices outlined in this section.

e. Restriction on State Lobbying: None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with federal funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

25. Unallowable Vendors: Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of USDJ.

26. Required Reporting for Misconduct: The recipient must promptly refer to the USDJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subgrantees. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W. Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499
or hotline fax: (202) 616-9881

Additional information is available from the USDJ OIG website at www.usdoj.gov/og.

27. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters: No subgrantee under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this award, the subgrantee represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency. If the subgrantee does, or is authorized to, make subawards or contracts under this award it represents that:

b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately cease any further obligations of award funds, and will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency. If the subgrantee does, or is authorized to, make subawards or contracts under this award it represents that:
1. It has determined that no other entity that the subgrantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) that either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

2. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

   c. It certifies that, if it learns or is notified that any contractor, or subcontractor entity that receives funds under this award or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

28. Bonding: It is strongly recommended that all officials identified on this grant who have authority to obligate, expend, or approve expenditures be bonded for an amount no less than the total amount of the grant, including match.

29. Non-Supplanting Agreement: The subgrantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action should be filled within 30 days. If the vacancy is not filled within 30 days, the subgrantee should contact the SPA for guidance of how to proceed.

30. Project Implementation: The subgrantee agrees to implement this project within 90 days following the grant award effective date or possibly be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first progress report.

31. Written Approval of Changes: Any changes to this subgrant that are mutually agreed upon by the applicant and the SFA must be approved in writing by the SFA prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes in the amount of the subgrant. The major budget categories are: Personnel, Contractual Services, Travel, Equipment, and Other. A budget revision will not be required if:

   a. The expended amount in a major budget category does not exceed the amount budgeted for that major budget category by 10%;

   b. The quantity of Personnel or Equipment does not increase;

   c. The item to be purchased is already included in the grant budget.

Final grant revisions are requested to be submitted by the 60th day before the close of the project year listed on the grant award documents. Revisions submitted after this date must have thorough justification as to why the revision was needed for the success of the project and why the revision was not accomplished earlier. Revisions must be completed online via GMISS. Every change made to the original application or subsequent revisions is considered a revision and will require you to create and justify that revision.

33. Contract Approval Requirements: The subgrantee must receive approval of all contract agreements for services and products from the SFA prior to execution. The standard Accounting-Grants contract must be used and no changes can be made to the actual contract form. A copy of the contract is located on the SFA website http://www.scdept.gov/ohsip/nag.sps. The contract will require review and approval by appropriate staff. Every contract will identify by name all researchers, agents, or vendors providing the service or product stipulated. If written approval of the contract is given, an executed copy of the contract must be submitted to the SFA prior to payment or within 30 days of signature, whichever comes first.

34. Individual Consultants: Billing for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours services are performed; rate charged for services; and the total cost of services performed. Individual consultant costs will be within the prevailing rates as required by the federal oversight agency. The current federally-approved rate must not exceed $650.00 per day or $81.25 per hour.

35. Dual Employment Compensation: Dual employment compensation must be approved by the SFA prior to contracting with consultants. An appropriate dual employment compensation form must be completed and submitted to the SFA.

36. Sole Source Procurement: Use of sole source procurement is strongly discouraged. Sole source purchases will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code. All sole source purchases will require the explicit prior written approval of the SFA.

37. Bidding Requirements: The subgrantee must comply with proper competitive bidding procedures as required by 2 CFR 200. On any items, including those bids in the aggregate whose total cost requires a bid, bids must be submitted to the SFA for review and approval prior to acceptance of any quote/bid. Provide a copy of all bids submitted, the bid selected, and the criteria used for selection. If other than the low bid was selected, provide justification. This includes state agencies. Note that approved, budgeted items purchased through State Purchasing (General Services) under a state contract also must be submitted to the SFA for prior approval. Include the state contract number and the contract ending date on the quote when it is submitted for approval and then the invoice when it is submitted with the Request for Payment.

   a. Purchases $2,500 and less: Purchases not exceeding $2,500 may be accomplished without securing competitive quotations if the prices are considered fair and reasonable. Subgrantee grant budget items equal to or less than $2,500 will be evaluated by SFA Programmatic and Accounting-Grants staff at the time of grant budget approval or revision.

   b. Purchases from $2,500.01 to $10,000: On any item, including those bid in the aggregate whose total cost is
between $2,500.01 and $10,000, written solicitation of written bids/quotes from a minimum of three qualified sources of supply must be made. The award shall be made to the lowest responsive and responsible source. Bid specs, choice of vendor, and other support documentation must be submitted to the SFA for approval prior to any obligation of grant funds.

c. Purchases from $10,000.01 to $50,000: Requires bid specification that must be submitted to the SFA prior to solicitation of written quotes, bids, or proposals. Also requires solicitation of written quotes, bids, or proposals that must be advertised at least one time in a local newspaper and by electronic advertising. Award must be made to the lowest responsive and responsible source or when a Request for Proposal is used, the highest ranking offer. Submit to the SFA for approval prior to obligation of grant funds.

d. Purchases more than $50,000. Please contact Accounting - Grants Program staff for guidance prior to any obligation of grant funds at this level.

38. Electronic Systems and Computers: The subgrantee understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

39. Furniture Purchase Requirements (For State Agencies Only): The SFA requires that furniture funded by the grant (both grantor and match) be purchased through the South Carolina Department of Corrections, Prison Industries (PI) Program. The subgrantee may purchase grant-funded furniture through another vendor only if, (a) PI is unable to guarantee delivery within eight (8) weeks of the placement of the order, or (b) the subgrantee receives a bid for furniture of equal or higher specifications for less than the PI cost. If (a) or (b) is utilized, the Project Director or Authorized Official must certify this process. The certification must accompany the Request for Payment for the applicable items. The subgrantee may contact a customer service representative at PI at 1-800-922-8121.

40. Personnel: All individuals hired for grant-funded positions and those individuals hired to replace employees moved to grant-funded positions must be identified in writing. This and any changes to grant-funded personnel must be submitted within 20 days of the date of hire or the date the change occurs. All Requests for Payment (RFP) must include timesheets for grant-funded personnel. Payment will not be processed without submission of timesheets. Agency timesheets may be used, or a timesheet can be provided by the SFA upon request. The timesheets must include the time period requested for reimbursement. Personnel partially-funded must keep daily time and activity sheets. These time sheets must show the amount of time spent on each activity. These records must be available for review when a monitoring visit is made by the SFA staff.

41. Travel Costs: Personnel and Travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to all activities and personnel of the agency, regardless of the source funding. If travel costs are included in the grant application, a copy of the agency's policies and procedures manual, or the agency Board's signed minutes must be submitted with the application, specifically outlining mileage and per diem rates of reimbursement. However, reimbursable amounts for mileage and per diem must not exceed the amount approved by state guidelines, regardless of the agency's policy. Lodging costs must not exceed the federal rate established by the General Services Administration (GSA). These rates vary by location and are updated annually at www.gsa.gov. Attendees will only be reimbursed up to the maximum allowable rate of the GSA, excluding taxes and surcharges.

42. Training Approval: All training that grant-funded personnel wish to attend that will be paid for with grant funds, including registration, lodging, meals, or mileage, must receive prior written approval by submitting the training approval form via the GMIS with an attached copy of the agenda to the SFA.

43. Eligibility for Employment in the United States: Subgrantees must agree to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used to verify that persons employed by the subgrantee are eligible to work in the United States.

44. Rental Cost: The SFA will only pay the grant portion of rental costs. Grant participation in mortgage payments is unallowable. Prior to final approval of rental costs, a copy of the lease agreement must be provided to the SFA as well as the total square footage included in the rental agreement and the amount of square footage requested to be funded under this grant. The subgrantee must request approval, in writing, when the total rental space requirement, including space for files, conference, mail, supply, reproduction and storage rooms, is in excess of 150 square feet per employee. Space required for interim, short-term employees may be included in the space requirement, and the rental charge may not exceed $16 per square foot per month. The subgrantee must certify in writing that the requested rental charge is consistent with the prevailing rates in the local area and shall maintain documentation in its files to support such a determination.

45. Obligation of Grant Funds: Grant funds may not, without advance written approval by the SFA, be obligated prior to the effective date of award or approval revision. No final request for payment must be submitted more than 45 calendar days after the end of the grant period.

46. Utilization and Payment of Grant Funds: Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget or subsequent approved revisions. Items must be specifically and individually mentioned in the subgrantee's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Claims for reimbursement must be submitted no more frequently than once per month and no less frequently than once per quarter. Grants failing to meet this requirement, without prior written approval, are subject to cancellation. Claims for reimbursement must be fully documented and substantiated as detailed in the Request for Payment Instructions.

47. Recording and Documentation of Receipts and Expenditures: Subgrantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures, and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property, and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc. The accounting system must ensure that agency funds are not co-mingled with other funds from other federal agencies. Each award must be accounted for separately. Subgrantees are prohibited from co-mingling funds on either a program-by-program basis or a project-by-project basis. Funds specifically budgeted and/or received for one grant may not be used to support another.
48. Financial Responsibility: The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust which accompanies the authority to expend public funds. At a minimum, adequate accounting systems should meet the following criteria:
   a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant and the expenditure of funds for each grant.
   b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
   c. The accounting system should provide accurate and current financial reporting information.
   d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

49. Reports: The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as the SFA may reasonably require, including quarterly financial reports, progress reports, final financial reports, and evaluation reports.

50. Program Income: All program income generated by this grant during the project must be reported to the SFA quarterly (on the quarterly fiscal report) and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from the SFA.

51. Cash Depositories: Subgrantees are required to deposit grant funds in a federally insured banking institution, and the balance exceeding insurance coverage must be collateralized or secured.

52. Retention of Records: Records for non-expendable property purchased totally or partially with grant funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim, or audit is started before the expiration of the three-year period, then records must be retained for three years after the litigation, claim, or audit is resolved.

53. Property Control: Effective control and accountability must be maintained for all personal property. Subgrantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subgrantees should exercise caution in the use, maintenance, protection, and preservation of such property.
   a. Title: Subject to the obligations and conditions set forth in 2 CFR 200.313, and 2 CFR 439 title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subgrantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.
   b. Property Control Record Form: At the time the final request for payment is submitted, the subgrantee must file with the SFA a copy of the Property Control Record Form (provided by the SFA) listing all such property acquired with grant funds. The subgrantee agrees to be subject to a biennial audit by the SFA and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form.
   c. Use and Disposition: Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subgrantee shall request, in writing, disposition instructions from the SFA prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to the SFA immediately.

54. Performance: This grant may be terminated or fund payments discontinued by the SFA where it finds a substantial failure to comply with the provisions of the Act governing these funds or regulations promulgated, including those conditions or other obligations established by the SFA. In the event the subgrantee fails to perform the services described herein and has previously received financial assistance from the SFA, the subgrantee shall reimburse the SFA the full amount of the payments made. However, if the services described herein are partially performed, and the subgrantee has previously received financial assistance, the subgrantee shall proportionally reimburse the SFA for payments made.

55. Deobligation of Grant Funds: All grants must be deobligated within forty-five (45) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by the SFA.

56. Project Evaluation Reports: Any formal evaluation report must be received by the SFA not later than 45 days after the end of the reporting period.

57. Copyright: Except as otherwise provided in the terms and conditions of this grant, the subgrantee or a contractor paid through this grant is free to copyright any books, publications or copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or SFA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government and/or SFA purposes:
   a. the copyright in any work developed under this grant or through a contract under this grant; and,
   b. any rights of copyright to which a subgrantee or subcontractor purchases ownership with grant support. The federal government's rights and/or the SFA's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

58. Publications: The subgrantee agrees that any publication (written, visual, or sound) issued by the subgrantee describing programs or projects funded in whole or in part with federal funds, shall contain the following disclaimer statement:

"This project was supported by Federal Formula Grant # , (refer to the Grant Award for the Federal Formula Grant Number which can be found immediately after the CFDA No.) awarded by the National Institute of Justice, U.S. Department of Justice through the SFA. The Assistant Attorney General, Office of Justice Programs, coordinates the activities of the following program offices and bureaus: Bureau of Justice Assistance, Bureau of Justice Statistics, National Institute of Justice, Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of
view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

The subgrantee should contact the Program Coordinator listed as responsible for the award funds to ensure the information in the disclaimer is correct. The subgrantee also agrees that any publications will be submitted to the SFA to be placed on file and distributed as appropriate to other potential subgrantees or interested parties.

59. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the Federal Government shall include closed captioning of the verbal content of such announcement.

60. Public Awareness: All public awareness/education materials developed as part of this grant program are to be submitted in draft to the State Funding Agency for written approval prior to final production and/or distribution. Equipment, supplies, and other grant-funded materials shall not display the names of elected, appointed, or other public officials.

61. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the " Hatch Act."

62. Confidential Information: Any reports, information, data, etc., given to, or prepared, or assembled by the subgrantee under this grant which the SFA requests to be held confidential shall not be made available to any individual or organization by the subgrantee without prior written approval of the SFA.

63. Disclosure of Federal Participation: In compliance with Section 623 of Public Law 102-141, the subgrantee agrees that no amount of this award shall be used to finance the acquisition of goods and services for the Project to apply to a procurement for goods or services that has an aggregate value of $500,000 or more unless the subgrantee:

a. specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved, the amount of Federal funds that will be used to finance the acquisition; and,

b. expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

64. Official Authorized to Sign: In the case of a city/county/state entity, the person designated as the Official Authorized to Sign must be a designated official or head for the entity applying for the funds. For further clarification, contact the person listed on the cover letter of the original grant award packet.


66. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the SFA Guidelines or "Special Conditions" placed on the grant award.

67. Compliance Agreement: The subgrantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by the SFA. Failure to comply could result in a "Stop Payment" being placed on the grant.

68. Suspension or Termination of Funding: The SFA may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subgrantee for any of the following reasons:

a. Failure to comply substantially with the requirements or statutory objectives of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; Block Grants Program Guidelines issued thereunder or other provisions of Federal Law as they pertain to the specific funding used for the project.

b. Failure to adhere to the requirements, standard conditions, or special conditions. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.

c. Failure to submit reports.

d. Filing a false certification in this application or other reports or documents.

c. Other good cause shown.

69. Compliance with Government Performance Results Act: To ensure compliance with the Government Performance and Results Act (Pub. L. No. 103-62) and the GPRA Modernization Act of 2010 (Pub. L. No. 111-352), program performance under this fiscal year award is measured by the following:

1. Percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to delivery of test results to a requesting office or agency (calculated by reporting the average number of days to process a sample at the beginning of the grant period versus the average number of days to process a sample at the end of the grant period);

2. Percent reduction in the number of backlogged forensic cases (calculated by reporting the number of backlogged forensic cases at the beginning of the grant period versus the number of backlogged forensic cases at the end of grant period), if applicable to the award;

3. The number of forensic science or medical examiner/coroner office personnel who completed appropriate training or educational opportunities with this fiscal year Coverdell funds, if applicable to the award; and

4. The number and type of cases accepted by the forensic science laboratory from January 1 through December 31.

Recipients are required to collect and report data relevant to these measures.

70. Assessments: The subgrantee agrees to cooperate with any assessments, national evaluation efforts, or information/data
collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

7. Fees for Forensic Science or Medical Examiner Services: If the subgrantee chooses to charge a fee for forensic science or medical examiner services, it must provide written notification of this fact to the SFA within ten (10) business days of acceptance of this award. The subgrantee understands and agrees that gross income (revenues) from fees charged for forensic science or medical examiner services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied in the Department of Justice (DOJ) Grants Financial Guide, as it may be revised from time to time. The subgrantee further understands and agrees that both program income earned and program income expended must be reported on the quarterly Request for Payment form. The subgrantee further understands and agrees that program income earned during the award period may not be used to supplant State or local government funds, but instead may be used only to increase the amount of funds that would, in the absence of Federal funds or program income, be available from State or local government sources for the permissible uses of funds listed in the current program solicitation AND must receive prior written approval from the SFA. Any program income that is not expended prior to the end of the award period must be returned to the SFA. The recipient understands and agrees that program income that is earned during the final ninety (90) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the ninety-day (90-day) period following the end of the award period. The recipient further understands and agrees that any program income earned during the award period that is not obligated and expended within ninety (90) days of the end of the award period must be returned to SFA.
Certification by Project Director

CERTIFICATION BY PROJECT DIRECTOR *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the fiscal terms and conditions of this grant application; that costs incurred prior to grant approval may result in expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

Prefix: Ms.
Name: Judith Gordon
Suffix:
Title: Forensic Services Director
Agency: Charleston Police Department
Mailing Address: 1975 Bees Ferry Rd
City: CHARLESTON
State: SC
9 Digit Zip: 29414-6601
(Area) Phone Number: (843) 579-6015
(Area) Fax Number: (843) 720-3924
E-Mail Address: gordonj@charleston-sc.gov
Signature: Judith Gordon
Bonded: yes ☐ no ☐
Certification by Financial Officer

CERTIFICATION BY FINANCIAL OFFICER

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the fiscal terms and conditions of this grant application; that costs incurred prior to grant approval may result in expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

Prefix: Ms.
Name: Amy Wharton
Suffix: 
Title: Chief Financial Officer
Agency: City of Charleston
Mailing Address: 116 Meeting St
City: Charleston
State: SC
9 Digit Zip: 29401-2216
(Area) Phone Number: (843) 579-7596
(Area) Fax Number: (843) 722-4085
E-Mail Address: whartona@charleston-sc.gov
Signature: Amy Wharton
Bonded: yes☑ no☒
Certification by Official Authorized to Sign

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant approval may result in expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

The Omnibus Appropriations Act of 1996 requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would have otherwise been available for law enforcement and/or criminal justice activities. In compliance with that mandate, I certify that the receipt of federal funds through the State Funding Agency shall in no way supplant or replace state or local funds or other resources that would have been made available for law enforcement and/or criminal justice activities.

Prefix: Deputy Chief
Name: Chito Walker
Suffix: 
Title: Chief of Police
Agency: Charleston Police Department
Mailing Address: 180 Lockwood Dr.
City: Charleston
State: SC
9 Digit Zip: 29403-5112
(Area) Phone Number: (843) 577-7434
(Area) Fax Number: (843) 722-4085
E-Mail Address: walkerc@charleston-sc.gov
Signature: Chito Walker
Bonded: yes\[ ] no\[ ]

*NOTE: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND OFFICIAL AUTHORIZED TO SIGN CANNOT NOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT SFA APPROVAL.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds  DEPT. Police Department
SUBJECT: FY22 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
REQUEST: Approval to apply for technological improvements to CPD Information, Identification and Investigation efforts. The grant will fund $42,980 for data-link software.

COMMITTEE OF COUNCIL: Ways & Means  DATE: July 19, 2022

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

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
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<td>Chief of Police</td>
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<tr>
<td>Grants Coordinator</td>
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FUNDING: Was funding previously approved? Yes ☐ No ☒ N/A ☐
If yes, provide the following: Dept./Div.: ________  Account #: ________
Balance in Account ________  Amount needed for this item ________

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

NEED: Identify any critical time constraint(s).

This application is due on August 8, 2022.

CFO's Signature: [Signature]

FISCAL IMPACT: This project does not require a City Match.

Mayor's Signature: [Signature] John J. Tecklenburg, Mayor

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

To: Mayor John J. Tecklenburg
    City Councilmembers
From: Luther Reynolds, Chief of Police
Subject: FY22 Edward Byrne Memorial Justice Assistance Grant Submission
Date: 19 July 2022

The purpose of this memorandum is to request approval to submit an Application for the FY22 Edward Byrne Memorial Justice Assistance Grant. The Program is designed to further the DOJ’s mission by assisting local criminal justice efforts to prevent or reduce crime and violence and to improve the administration of the criminal justice system.

The Grant Application seeks $42,980 for software that will aggregate our disparate analysts’ link charts and consolidate them into a central server. This analysis will link various data points, allowing CPD to find correlation among locations, persons, times, dates, crime types, etc. The goal of the project is to increase efficiencies which, in turn, will allow for identifying links in criminal cases that can lead to successful apprehension and prosecution.

Note: The amount of $42,980 was set by the city’s allocation share from the grant fund. There is no match required for this grant. This application is due August 08, 2022.

Should you have any questions regarding this project, please contact SPO David Plesich, Grants Coordinator at plesichd@charleston-sc.gov.
Listed below are all jurisdictions in the state that are eligible for FY 2022 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021 and current JAG Frequently Asked Questions here: https://bja.ojp.gov/program/jag/frequently-asked-questions.

Finding your Jurisdiction:
(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
(3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

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<td>ORANGEBURG COUNTY</td>
<td>County</td>
<td>$56,972</td>
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Listed below are all jurisdictions in the state that are eligible for FY 2022 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021 and current JAG Frequently Asked Questions here: https://bjs.ojp.gov/program/jag/frequently-asked-questions.

Finding your jurisdiction:
1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

<table>
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<tr>
<th>State</th>
<th>Jurisdiction Name</th>
<th>Government Type</th>
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<th>Joint Allocation</th>
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</table>

Local total: $1,715,122
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Robert Summerfield
DEPT. Planning
SUBJECT: NATIONAL PARK SERVICE - GRANT APPLICATION FOR UNDERREPRESENTED COMMUNITIES (URC) GRANT PROGRAM FY 2023
REQUEST: To approve the NPS URC grant application submission requesting $75,000 in grant funds with an optional City match of $25,000 to support community education and outreach; and historic surveys of African American settlement communities interested in pursuing National Register nomination or other state/local historic designations.

COMMITTEE OF COUNCIL: W&M
DATE: July 19, 2022

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

Corporate Counsel    Yes    N/A
Cap. Proj. Cmte. Chair    X
Grant Writer            X    Signature of Individual Contacted: Sarah Fichera
Planning Manager

ATTACHMENT

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

Does this document need to be recorded at the RMC’s Office?    X

NEED: Identify any critical time constraint(s).
The application deadline is August 10, 2022.

CFO’s Signature: Amy Wharton

FISCAL IMPACT:
The requested match of $25,000 has been included in the PPS 2023 Budget Request to support the larger project for which this grant would provide additional support.

Mayor’s Signature: John J. Tecklenburg, Mayor

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

To: Mayor Tecklenburg and Members of Council
From: Robert Summerfield, Director of Planning, Preservation & Sustainability
Subject: NPS Underrepresented Communities Grant Submission FY 2023
Date: 19 July 2022

The purpose of this memorandum is to request permission for the City of Charleston's submission of the FY 2023 National Park Service's Underrepresented Communities (URC) grant application. The application deadline is August 10, 2022.

The application will be submitted by the Planning Division of the Planning, Preservation & Sustainability Department. If awarded, the program will be managed by Chloe Stuber, Senior Planner. The program is a regional collaboration with Charleston County and the Town of Mt Pleasant to provide community education and outreach to historic African American Settlement Communities throughout the Charleston region about the National Register and other state/local historic designations; and to support historic surveys of African American settlement community districts and significant sites included therein.

The City is requesting $75,000 in NPS funding for 2-3 year grant period. The URC Grant Program does not require a match, but does consider a match as a competitive factor. The Planning Division has already included $25,000 in the FY 2023 budget request to support the African American Settlement Community History Initiative, which would count as the match for this grant request.

Please do not hesitate to contact Chloe Stuber should you have any questions or concerns at <stuberc@charleston-sc.gov> or (843) 834-5268.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Meg Thompson DEPT. PP&S/BNS
SUBJECT: Memorandum of Understanding with the Charleston Downtown Alliance for the Administration of the King Street Business Improvement District.
REQUEST: Approval of a MOU with the CDA for the administration of the King Street BID
Please note that further edits may be required following special workshop scheduled for Tuesday, July 12

COMMITTEE OF COUNCIL: Ways & Means DATE: July 19, 2022

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

Corporate Counsel Yes N/A Signature of Individual Contacted Attachment
Cap. Proj. Cmte. Chair
PP&S

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

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

NEED: Identify any critical time constraint(s).

CFO’s Signature: __________________________

FISCAL IMPACT:

Mayor's Signature: __________________________

John J. Tecklenburg, Mayor

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

TO: John J. Tecklenburg, Mayor
FROM: Chief Curia
DEPT. Fire
SUBJECT: ACQUIRED STRUCTURES AGREEMENT
REQUEST: Approval of the form Acquired Structures Agreement between City of Charleston and homeowners

COMMITTEE OF COUNCIL: W&M
DATE: 7/19/2022

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

Corporate Counsel
Cap. Proj. Cmte. Chair
Fire Chief Curia

Yes N/A Signature of Individual Contacted Attachment

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

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

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

NEED: Identify any critical time constraint(s)

CFO’s Signature: ___________________

FISCAL IMPACT: ___________________

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

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
We greatly appreciate your interest in allowing Charleston Fire Department personnel to train with your building. Access to your building will provide an invaluable training tool for the fire department. However, your building must meet certain requirements before the fire department can utilize the structure for training. Listed below are the requirements which the building must meet.

- The CFD Training Chief must accept the structure for training. The Training Chief or his designee will make a site visit to tour the building and determine our ability to utilize the building for training.

There are several documents you must provide:
- Proof of Clear Title from the Charleston or Berkeley County Clerk of the Court
- Certificate of Insurance Cancellation
- Release from granting the CFD permission to utilize the building for training
  (CFD will supply)

The building owner is responsible for ensuring all utilities have been disconnected to the building.
  (This includes electrical, gas, water, cable and telephone services)

CFD will utilize the building to enhance the practical skills of its firefighting personnel. The skills training sessions may include, but are not limited to:
- Cutting holes in the roof to simulate ventilation practices
- Simulated Search and Rescue Operations
- Opening walls, ceilings and floors to simulate overhaul
- Raising, placing and working from ground ladders
- Multi-company operation for Incident Command Training

*The Fire Department WILL NOT burn-down the building!*

CFD will not completely demolish the building. Upon completion of the training the property owner will be notified so they can complete the demolition.
AGREEMENT BETWEEN CHARLESTON FIRE DEPARTMENT, CHARLESTON OR BERKELEY COUNTIES, SOUTH CAROLINA AND __________________________, PROPERTY OWNER, RELATING TO THE USE OF ACQUIRED STRUCTURES FOR CHARLESTON FIRE DEPARTMENT TRAINING PURPOSES.

    This Agreement is entered into this ____ day of __________, 20____, by and between the Charleston Fire Department, (hereinafter referred to as “CFD”) and ________________________________(hereinafter referred to as “Owner(s)”).

    WITNESSETH:

    WHEREAS, CFD desires the use of building(s) scheduled for demolition to assist in the training of CFD firefighters; and

    WHEREAS, __________________________ is/are the Owner(s) of the property located at ____________________________, Charleston or Berkeley County, South Carolina (hereinafter referred to as “Subject Property”; and

    WHEREAS, the Subject Property, is scheduled to be demolished by the Owner(s); and

    WHEREAS, the Owner(s) consent to allow CFD use of the Subject Property prior to demolition for training purposes; and

    WHEREAS, the Owner(s) agree to hold harmless and release CFD from any and all liability that may arise from CFD’s use of the Subject Property.

    NOW, THEREFORE, for and in consideration of the promises and mutual covenants contained herein, the CFD and Owner(s) agree as follows:

1. Recitals. The recitals contained in the preamble to this Agreement are true and correct and incorporated herein by reference.

2. Purpose. The purpose of this agreement is to set forth the terms and conditions whereby the Subject Property may be utilized by CFD to conduct training exercises prior to demolition of the property by the Owner(s).

3. Responsibilities of the Parties:

   A. CFD:

1. CFD shall be allowed to use the Subject Property for training purposes from (date) until ___________ (date).

2. CFD will use the Subject Property for various training exercises, including but not limited to, the following: ventilation exercises, cutting holes in the roof, pulling wall and ceiling material (interior and exterior), removal of windows/doors,
advancing hose lines into the structure, conducting search and rescue operations, and other such training as deemed necessary by CFD.

3. CFD will be responsible for providing insurance coverage and compensation for its personnel conducting training at the Subject Property.

4. CFD shall provide Owner with a written list of training exercises to be performed on the Subject Property prior to the training.

5. CFD shall not be responsible for removing any of the structure upon completion of the training.

6. The Subject Property is provided in “as-is” condition and is expected to sustain significant damage as a result of the training exercises. The Subject Property shall be returned “as-is” following the training exercises. CFD shall not be responsible for any damage caused to the Subject Property.

B. Owner:

1. The Owner(s) shall be responsible for ensuring that the Subject Property is vacant.

2. The Owner(s) shall be responsible for ensuring that all utilities, to include water, sewer wells, septic tank, and gas lines are disconnected prior to use of the property by CFD.

3. The Owner(s) verify that the Subject Property is scheduled for demolition on ___________________________ (demolition contractor).

4. The Owner(s) acknowledge and agree that CFD will use the Subject Property for various training exercises, including but not limited to, the following: ventilation exercises, cutting holes in the roof, pulling drywall (ceilings), removal of windows/doors, advancing hose lines into the structure, conducting search and rescue operations, and other such training as deemed necessary by CFD.

5. The Owner(s), at their own expense, agree to fence off the property following completion of training by CFD.

6. The Owner(s), at their own expense, agree to demolish all structures on the property following completion of training by CFD.

7. The Owner(s) acknowledge and agree that the Subject Property may sustain significant damage and further agree to hold CFD harmless for all damages sustained.

8. The Owner(s) acknowledge and agree that no property rights are conferred by allowing CFD to use the Subject Property for training exercises prior to scheduled demolition of the Subject Property by the Owner.

4. Liability and Indemnification. Each party shall be liable only for its own acts or omissions. Nothing in this agreement shall extend liability for either party.

5. Hold Harmless. Owner agrees to hold harmless, pay on behalf of, protect, defend, and indemnify CFD, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged loss or damage to property or injury to or death of any person arising out of or in any way related to the use or possession of the Subject Property. Owner’s obligation is not
limited by, or in any way to, any insurance coverage or by any provision in or exclusive or omission from any policy of insurance.

6. **Entire Agreement; Amendment.** This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. This Agreement may be amended by mutual written agreement of the parties.

7. **Records.** The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event any party fails to abide by provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving the party seven days written notice, terminate this agreement.

8. **Term.** This Agreement shall commence upon the date last executed by the parties herein unless terminated as provided herein.

9. **Modification and Termination.** This agreement may be cancelled or terminated with or without cause by either party by giving (30) calendar days’ advance written notice to the other party. Any and all amendments must be made in writing by the parties before becoming effective.

10. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, and the parties stipulate that venue for any matter which is the subject of this agreement shall be in the County where the property location is located.

11. **Further Documents.** The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this agreement.

12. **Assignment.** This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the parties, without prior written consent of the other party.

13. **No Waiver.** The failure of either party to insist upon the strict performance of the terms and condition herein shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party’s right to thereafter enforce the in accordance with this agreement.
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement by their duly authorized representatives on the respective dates under each signature:

OWNER:

Witness: ___________________________ By: ___________________________

signature                        signature

______________________________ Owner: ______________________________

print                           print

Date: ____________________________

CITY OF CHARLESTON

Witness: ___________________________ By: ___________________________

signature                        signature

______________________________ Mayer John Tecklenburg

print                          

Date: ____________________________

Witness: ___________________________ By: ___________________________

signature                        signature

______________________________ Fire Chief Daniel M. Curia

print                          

Date: ____________________________
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Tracy McKee DEPT. Executive
SUBJECT: OWIP AGREEMENT WITH DOMINION RE: JAMES LEWIS, JR. UNDERGROUNDING
REQUEST: Approval of the James Lewis, Jr. affordable housing project undergrounding Other Work in Progress (OWIP) Agreement with Dominion Energy in the amount of $739,512. See fiscal impact below.

COMMITTEE OF COUNCIL: W&M DATE: 7/19/2022

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

Corporate Counsel [ ] Yes [ ] N/A Signature of Individual Contacted [ ] Attachment [ ]
Cap. Proj. Cmte. Chair [ ] [ ] [ ] [ ] [ ]

[ ] [ ] [ ] [ ]

FUNDING: Was funding previously approved? Yes [ ] No [ ] N/A [ ]
If yes, provide the following: Dept./Div.: Account #: 
Balance in Account $619,756 Amount needed for this item $619,756

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: $500,000 of this amount will be paid from the Cooper River Bridge TIF fund, as previously allocated and approved by Council. $119,756 will be funded from the Non-standard Service Fund. The remaining $119,756 will be funded by Dominion.

Mayor's Signature: John J. Tecklenburg, Mayor

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