PUBLIC WORKS AND UTILITIES COMMITTEE
AGENDA

There will be a meeting of the Public Works and Utilities Committee on September 26, 2022 to begin at 5:00 pm. The following items will be heard via call-in number 1-929-205-6099 and access code 592 385 519:

A. Invocation

B. Approval of Public Works and Utilities Committee Minutes
   September 12, 2022

C. Request to Set a Public Hearing
   None

D. Old Business
   None

E. Acceptance and Dedication of Rights-of-Way and Easements
   None

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

1. 1095Sea Eagle Watch- Installation of a fence in a drainage easement. This encroachment is temporary.
2. 139 Vistawood- Installation of a fence in a drainage easement. This encroachment is temporary.
3. 1234 Captain Rivers Drive- Installation of a fence in a drainage easement. This encroachment is temporary.
4. 89 Broad Street- Whelan, Mellen & Norris LLC- Installation of a right-angle sign over the City R/W. This encroachment is temporary.
5. 3065 Bees Ferry Road- Installation of headwalls, underground detention water and sewer crossing and access driveway and sidewalk in the City R/W. This encroachment is temporary.
G. Public Service Department Update
   1. Environmental Services Update

H. Stormwater Management Department Update
   1. Check Valves - Recommend Approval of a Construction Contract to install check
calves at Washington St and Union Pier with B&C Utilities Inc. for $365,800. Project
will be cost shared with CWS reimbursing $100,000, SCSPA reimbursing $100,000
and the City contributing $165,800 from the Stormwater Operations Budget.

   2. CWS – Recommend Approval of an MOU between CWS and the City of Charleston
for CWS to reimburse the City $100,000 for the installation of the check valves at
Washington St and Union Pier.

   3. Church Creek – Recommend Approval of Fee Amendment #3 with Bichabitats, Inc.
to provide CEI services for construction of Bridgepointe Ecological Park and Wolk
Drive Projects as well as additional design services for Bridgepointe Ecological Park
Amenities in the amount of $375,308. Funding is available within the existing
Drainage Fund Allocation for the Project and the two National Fish and Wildlife
Foundation Grants supporting the work.

   4. Sping/Fishburne – Approval of Fee Amendment #24 with Davis & Floyd to develop
an electronic security and operations monitoring system for the Pump Station
infrastructure for $27,910. Funding is available within the existing project allocation.

   5. Discussion of areas at high risk for significant flooding impacts (Requested by
Councilmember Waring).

I. Miscellaneous Business

   Councilmember Keith Waring,
   Chairperson

In accordance with the Americans with Disabilities Act, people who need alternative formats,
ASL (American Sign Language) Interpretation or other accommodation please contact Janet
Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business
days prior to the meeting.
CHECK VALVE INSTALLATION PROJECT
S.C. PORTS AUTHORITY – UNION PIER TERMINAL

Mayor John J. Tecklenburg

City Council
Boyd Gregg
Kevin Shealy
Jason Sakran
Robert M. Mitchell
Karl L. Brady, Jr.
William Dudley Gregorie

Perry K. Waring
Michael S. Seekings
A. Peter Shahid, Jr.
Stephen Bowden
Ross A. Appel
Caroline Parker
SECTION 01105  

ADVERTISEMENT FOR BIDS

PROJECT: CHECK VALVE INSTALLATION PROJECT – SCPA UNION PIER TERMINAL

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 on Wednesday, April 27, 2022 until 2:00 p.m., local time at the Department of Stormwater Management, Engineering Division, 2 George Street, Suite 2100, Charleston, South Carolina, 29401 and at said office will be publicly opened and read aloud.

PROJECT DESCRIPTION: The Work will include purchase and installation of a 24" WaStop in-line valve at an existing inlet, purchase and installation of a 60" WaStop in-line valve with a 6' I.D. doghouse manhole and 60' RCP per detail drawing, asphalt surface repair/replacement, and site security as shown in the Drawings. Contractor to comply with SCPA Special Conditions for work on their property (see Supplemental Conditions). Contractor to comply with all SCPA requirements included in the General Conditions.

PRE-BID SITE INSPECTION: There is a non-mandatory site visit scheduled for April 14 at 2:00 pm local time. Attendees should meet at the Union Pier entrance gate off Washington Street to begin the site inspection.


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.

[Signature]
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 1928, as amended. This article requires the Owner entering into a contract with a non-resident taxpayer, where such contract exceeds ten thousand dollars, to withhold two percent (2%) of each and every payment made to the non-resident.

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

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

10. **EXAMINATION OF DRAWINGS AND SPECIFICATIONS:** Each Bidder shall carefully examine Drawings and Specifications and all Addenda or other revisions thereto and thoroughly familiarize himself with the detailed requirements thereof prior to submitting a Bid. If any Bidder is in doubt as to the true meaning of any part of the Drawings, Specifications, or other Documents, or if any error, discrepancy, conflict, or omission is noted, the Bidder should immediately contact the Engineer in writing and request clarification. The Engineer will clarify the intent of the Documents and/or correct such error, discrepancy, conflict, or omission, and will notify all Bidders by Addendum in cases where the extent of work or the cost thereof will be appreciably affected. No allowance will be made after Bids are received for oversight by a Bidder.

11. **EXAMINATION OF SITE:** Each Bidder shall visit the site of proposed work and fully acquaint himself with conditions relating to construction and labor so he may fully understand facilities, difficulties, and restrictions attending execution of work under contract. By executing the Agreement, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents.

12. **INFORMATION NOT GUARANTEED:** All information given on the Drawings or in the Contract Documents relating to subsurface conditions, existing structures, location of utilities, sewer inverts, or other information on existing facilities, is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Bidders.

It is agreed and understood that the Owner does not warrant or guarantee that the conditions, pipes, or other structures encountered during construction will be the same as those indicated on the Drawings or in the Contract Documents. The Bidder must satisfy himself regarding the character, quantities, and conditions of the various materials and the work to be done.

It further is agreed and understood that the Bidder or the Contractor will not use any of the information made available to him or obtained in any examination made by him in any manner as a basis or ground of claim or demand of any nature, against the Owner or the Engineer, arising from or by reason of any variance which may exist between the information offered by the actual
materials or structures encountered during the construction work, except as may otherwise be provided for in the Contract Documents.

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

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

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

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

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

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

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

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

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

19. IRREGULAR BIDS: A Bid will be considered irregular and may be rejected for any one of the following reasons:
19.1 If the Bid is on a form other than that furnished by the Owner; or if the form is altered or any part detached.

19.2 If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning.

19.3 If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

19.4 If the Bid does not contain a price for each item listed.

19.5 If the Bid does not contain the aggregate of the Bid, obtained by adding the extended amounts of the various items, if applicable.

19.6 If the Bid contains obviously unbalanced Bid prices.

19.7 If there is reason to believe that any Bidder is interested in more than one Bid on the same project or that there has been collusion among the Bidders.

20. **DISQUALIFICATION OF BIDDERS:** More than one Bid from an individual, a firm or partnership, a corporation or any association, under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder is interested as a principal in more than one Bid for the work contemplated will cause the rejection of all Bids in which such Bidder is believed to be interested. Any or all Bids will be rejected if there is reason to believe that collusion exists among the Bidders. Contracts will be awarded only to responsible Bidders capable of performing the class of work contemplated within the time specified, and having sufficient resources and finances to carry on the work properly.

21. **ACCEPTANCE OR REJECTION OF BIDS:** The Owner reserves the right to reject any and all Bids when such rejection is in the interest of the Owner; to reject the Bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the Bid of a Bidder who is not, in the opinion of the Engineer, in a position to perform the Contract. The Owner also reserves the right to waive any informalities and technicalities in Bidding. The Owner may also accept or reject any of the alternates that may be set forth on the Bid.

22. **METHOD OF AWARD:** Unless all Bids are rejected, the Contract will be awarded to the lowest responsive, responsible Bidder for the Check Valve Installation Project – SCPA Union Pier Terminal. 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. **Bidder’s must also complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidder’s 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:
Check Valve Installation Project – SCPA Union Pier Terminal

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:

CHECK VALVE INSTALLATION PROJECT – SCPA UNION PIER TERMINAL
South Carolina General Contractor’s License No. ________________________________
Classification ________________________________
Expiration Date ________________________________
City of Charleston Business License No. ________________________________
SECTION 01140  BID

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

FROM: B&C Utilities Inc
3785 Old Charleston Highway
Johns Island SC 29455
Phone 843-766-8109

of the City of Charleston, County of Charleston
and State of South Carolina, hereinafter called “Bidder.”

PROJECT: CHECK VALVE INSTALLATION PROJECT – SCPA UNION PIER TERMINAL

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 60 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:

Addendum No. 1  Date 4/15/2022
Addendum No.  
Addendum No.  
Addendum No.  

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
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<td>Mobilization</td>
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<td>2.</td>
<td>Site Security</td>
<td>1</td>
<td>LS</td>
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<td>$15,000</td>
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<td>3.</td>
<td><strong>Purchase &amp; Install 1-24&quot; WaStop In-Line Check Valve, Addl Riser</strong></td>
<td>1</td>
<td>LS</td>
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<td>$25,800</td>
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<td>4.</td>
<td><strong>Purchase &amp; Install 1-60&quot; WaStop In-Line Check Valve per Detail</strong></td>
<td>1</td>
<td>LS</td>
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<td>$262,000</td>
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<td>LS</td>
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<td>$25,000</td>
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<tr>
<td>6.</td>
<td>Flowable Fill All Excavations / Remove/Dispose Excavated Material</td>
<td>1</td>
<td>LS</td>
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<td>$28,000</td>
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**Total Bid Price** $365,800.00

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 check valves and associated work in accordance with the Contract Documents. The lump sum bid for construction of the improvements is:

Three hundred sixty five thousand eight hundred and zero cents (Dollars) ($ 365,800.00)

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 close 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 $18,290.00.
(§______________________) is to become the property of the Owner in the event the Agreement and Bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby

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

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

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:

B&C Utilities

(SEAL – if bid is by a Corporation)

By: Charles Roke
(Signature)

Charles Roke
(Name)
Vice President
(Title)

3785 Old Charleston Highway Johns Island SC 29455
(Address)

SC General Contractor’s License No. G15840

Initial the following items to indicate compliance with specifications:

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

State of  South Carolina    
County of  Charleston       

Charles Roke              , being first duly sworn, deposes and says that:

1. He is Vice President      of  B&C Utilities Inc    , the Bidder that
   has submitted the attached Bid:

2. He is fully informed respecting the preparation and contents of the attached Bid and of all
   pertinent circumstances respecting such Bid:

3. Such Bid is genuine and is not a collusive or sham Bid:

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,
   employees or parties in interest, including this affiant, has in any way colluded, conspired,
   connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a
   collusive or sham Bid in connection with the Contract for which the attached Bid has been
   submitted or to refrain from bidding in connection with such Contract, or has in any manner,
   directly or indirectly, sought by agreement or collusion or communication or conference with any
   other bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or
   to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or
   to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage
   against the City of Charleston or any person interested in the proposed Contract, and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any
   collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its
   agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed)  Roke              
Vice President
(Title)

Subscribed and sworn to before me this  26   day of  April     , 2022.

My commission expires  02/18/22.
Check Valve Installation Project – SCPA Union Pier Terminal

MWBE Compliance Provisions

New Women/Minority Business Enterprise Forms

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

The guidelines for participation in City of Charleston’s contracts for services, including construction, are hereby made part of any contracting resulting from this solicitation. These requirements shall apply to all contracts and resulting subcontracts issued by contractors. A list of certified minority and women-owned firms can be found on the City of Charleston’s website www.charleston-sc.gov using the Services link and then the Minority and Women Owned Business Development link; or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston, SC 29401, (843) 724-7434, jordanr@charleston-sc.gov.

The new compliance documents are located in the Bid Package. These documents must be completed and returned with your bid response. Failure to do so may cause your bid/proposal response to be deemed non-responsive.
Check Valve Installation Project – SCPA Union Pier Terminal
City of Charleston
Minority/Women-Owned Business Enterprise (MWBE)
Compliance Provisions

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

APPLICATION:

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

Definitions:
MBE is defined as a small business owned and controlled by minorities.
WBE is defined as a small business owned and controlled by women
This means that fifty-one percent (51%) of the business must be owned by minorities or women and that they must control the management and daily operations of the business.

The guidelines for participation in City of Charleston’s contracts for services, including construction, are hereby made a part of any contract resulting from this solicitation. These requirements shall apply to all contracts and resulting subcontracts issued by contractors. A list of certified minority-owned and women-owned business enterprises can be found on the City of Charleston’s website: www.charleston-sc.gov; or by contacting Ruth Jorden, MBE Manager, 2 George Street, Suite 3000, Charleston, SC 29401, (843) 724-7434, jorden@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 the 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/MBE provisions shall constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition, any breach may result in the bidder being prohibited from participation in future construction bids as determined by the City of Charleston.

The Contractor shall provide an itemized statement of payments to each MBE AND WBE subcontractor before final payment is processed.

Name of Company: B&G Utilities Inc
Signature
Charles Ropke
Print Name
Vice President
Title
Attest

4/26/2022
Date
City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of: B&C Utilities Inc

I have made a good faith effort to comply under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a ‘good faith effort’)

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

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

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

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

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

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

- 7. Negotiated in good faith with interested MBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a minority or 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: 4/26/2022

Name of Authorized Officer (Print/Type): Charles Book

Signature: [Signature]

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

1. Minority Firm Name and Contact

<table>
<thead>
<tr>
<th>Company</th>
<th>Telephone Number</th>
<th>Fax Number</th>
<th>Certification Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>W. Frazier Construction / David Baker</td>
<td>843-556-8784</td>
<td>843-556-4430</td>
<td>0110221086</td>
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| Minority Firm Address | 7050 Moberry Rd Ravenel SC 29470 |

<table>
<thead>
<tr>
<th>Minority Group Type</th>
<th>African American</th>
<th>Asian American</th>
<th>Hispanic</th>
<th>American Indian</th>
<th>Other</th>
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<tbody>
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</tbody>
</table>

| Follow up Verification |

2. Minority Firm Name and Contact

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<th>Fax Number</th>
<th>Certification Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seacoast Supply / Jared Reed</td>
<td>843-377-2900</td>
<td>843-377-2904</td>
<td>423840.423390</td>
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| Minority Firm Address | 7227 Cross Park Dr North Charleston SC 29418 |

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<th>Asian American</th>
<th>Hispanic</th>
<th>American Indian</th>
<th>Other</th>
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</tbody>
</table>

| Follow up Verification |

3. Minority Firm Name and Contact

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<th>Fax Number</th>
<th>Certification Number</th>
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</thead>
</table>

| Minority Firm Address |

<table>
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<th>American Indian</th>
<th>Other</th>
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</tbody>
</table>

| Follow up Verification |

4. Minority Firm Name and Contact

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<th>Company</th>
<th>Telephone Number</th>
<th>Fax Number</th>
<th>Certification Number</th>
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</table>

| Minority Firm Address |

<table>
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<tr>
<th>Minority Group Type</th>
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<th>Hispanic</th>
<th>American Indian</th>
<th>Other</th>
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</tbody>
</table>

| Follow up Verification |

We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct and complete.

Date: 4/26/2022
Name of Authorized Officer (Print/Type): Charles Rocke
Signature: Charles Rocke
Title: Vice President
Notary Public for the State of South Carolina
Notary Seal:
Print Name: P. R. 2022
Phone Number: 843-708-0140
Address: 5783 Old Hwy 64
Notary Seal: 01140
Check Valve Installation Project – SCPA Union Pier Terminal

AFFIDAVIT B

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

Affidavit of [B&C Land Development] (Name of Offeror) I hereby certify that on the [Check Valve Installation Project SC Ports Authority-Union Pier Terminal] (Project Name) 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>
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<tr>
<td>W Frazier Construction</td>
<td>B</td>
<td>Paving and Milling</td>
<td>$8,000.00</td>
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<tr>
<td>Seacoast Supply</td>
<td>W</td>
<td>Materials</td>
<td>$85,000.00</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: 4/26/2022

Name of Authorized Officer (Print/Type): Charles Ross

Signature: __________________________

Title: Vice President

Notary Public for the State of South Carolina

Notary Seal:

Sworn to before me this 30th day of April 2022
My Commission Expires: 02-03-28
Print Name:       [Notary Stamp]
Phone Number:     843-266-8007
Address:          Johns Island, SC 29455
Affidavit of ____________________________________________

(Name of Offeror)

I hereby certify that it is our intent to perform 100% of the work required for the contract__________

_____________________________________________________

(Name of Project)

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

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

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

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

Signature:__________________________________________________

Title:____________________________________________________

Sworn to before me this____ day of_______________, 20__, Notary Seal:
Notary Public for the State of________________________________________
My Commission Expires:________________________________________
Print Name:__________________________________________________
Phone Number:________________________________________________
Address:______________________________________________________

(End of Section 01140)
Bid Bond

CONTRACTOR:
(Name, legal status and address)
B & C Utilities, Inc.
3785 Old Charleston Highway
Johns Island, SC 29455

SURETY:
(Name, legal status and principal place of business)
Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07826

OWNER:
(Name, legal status and address)
City of Charleston
2 George Street
Charleston, SC 29401

BOND AMOUNT: Six percent (6%) of Bid Amount

PROJECT:
(Name, location or address, and Project number, if any)
Check Valve Installation Project SC Ports Authority - Union Pier Terminal

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

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

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User Notes: 
The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of April, 2022

Alice [Signature]
(Witness)

Alice Manley
(Witness)

B & C Utilities, Inc.
(Contractor as Principal)

Charlie Bade
(V.P.)

Selective Insurance Company of America
(Surety)

Frank W. Hafer, III
(Holder - Fact)
POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointees such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint: W.D. MORRIS, JR., FRANK W. HAFNER, III, SHERRI W. HILL

its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as full as it such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: NO ONE BOND TO EXCEED ONE MILLION DOLLARS ($1,000,000.00)

Signed this 15 day of MARCH, 2021

SELECTIVE INSURANCE COMPANY OF AMERICA

By: __________
Brian C. Sarricy
Vice President, Chief Underwriting Officer, Commercial Claims

STATE OF NEW JERSEY:
COUNTY OF SUSSEX:

On this 15 day of MARCH, 2021 before me, the undersigned officer, personally appeared Brian C. Sarricy, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, duly designated an to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation or himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
Notary Public of New Jersey
My Commission Expires 3/2023

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are true and that this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 21st day of April, 2022

Michael H. Lanza, SICA Corporate Secretary
SECTION 01210 AGREEMENT

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

acting herein through its ___________________________ Mayor

(Title of Authorized Official)

hereinafter called "OWNER" and B&C Utilities, Inc. ___________________________(Name of Contractor)

doing business as ________ a Corporation ___________________________

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

of the City of Charleston, County of Charleston, and

State of South Carolina, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

   CHECK VALVE INSTALLATION PROJECT – SCPA UNION PIER TERMINAL

   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 60 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $500.00 for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of

   Three Hundred Sixty-Five Thousand, Eight Hundred and 00/100 Dollars ($365,800.00)

   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 Special Conditions, Drawings, Technical Specifications, Permits, and Additional Information)
5.15 Addenda

No. 1 Dated 4/15/2022
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.
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in six counterparts, each of which shall be deemed an original, in the year and day first above written.

______________________________
(OWNER)

By: _____________________________

______________________________
(SEAL)

______________________________
(Title of Authorized Official)

ATTEST:

______________________________
(Secretary)

______________________________
(Witness)

B&C Utilities Inc

______________________________
(CONTRACTOR)

By: _____________________________

Charles Roke

______________________________
Vice President

______________________________
(Title)

______________________________
(SEAL)

3785 Old Charleston Highway Johns Island SC 29455

______________________________
(Address)

ATTEST:

______________________________
Alicia Metz

______________________________
(Secretary)

______________________________
(Witness)

(End of Section 01210)
SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION

CONTRACTOR'S LICENSING BOARD

Hereby Certifies:

B & C UTILITIES INC
3795 OLD CHARLESTON ROAD
JOHNS ISLAND SC 29455

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:

Pipelines-PL5, Water & Sewer Lines-WL5

LICENSE NUMBER:.........G15640
Expiration Date: ..........10/31/2022
Initial License Date: .......01/26/1994

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

Qualifying Party(s) (Primary OP displays "PO"): ARTHUR E HINGON JR (006.2551 PO)

It is at the discretion of the licensee to designate whomever they elect to pull permits and conduct business for this license.
City of Charleston, South Carolina

BUSINESS LICENSE

A LICENSE IS HEREBY GRANTED TO:

B & C Utilities, Inc.
3785 Old Charleston Hwy
Johns Island, SC

<table>
<thead>
<tr>
<th>DATE OF ISSUE</th>
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</thead>
<tbody>
<tr>
<td>NO</td>
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<tr>
<td>5</td>
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</table>

--- CLASS ---
8.1 - 238990

LICENSE # BL028545-05-2022

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

Amy K. Wharton

CHIEF FINANCIAL OFFICER
CHARLESTON, SOUTH CAROLINA

THIS LICENSE MUST BE PLACED IN THE FRONT WINDOW; OR, IF THERE BE NO SUCH WINDOW, THEN IN A CONSPICUOUS PART OF THE BUSINESS PLACE.
**ACORD CERTIFICATE OF LIABILITY INSURANCE**

**Client#: 192255**

**PRODUCER**
Propel Insurance
1401 Blanding Street; Suite 100
COM Construction SRM
Columbia, SC 29201-2967

**INSURED**
B & C Utilities Inc
3785 Old Charleston Highway
Johns Island, SC 29455

**NAME:** Karen Shelton
**ACG #:** 500 499-0933
**FAX #:** 866 877-1326
**E-MAIL:** Karen.Shelton@propelinsurance.com

**INSCRIBER AFFORDING COVERAGE:**

**INSCRIBER A:** National Trust Insurance Company
**NAIC #:** 20141

**INSCRIBER B:** FCIC Insurance Company
**NAIC #:** 10178

**INSCRIBER C:**

**INSCRIBER D:**

**INSCRIBER E:**

**INSCRIBER F:**

**DATE:** 9/08/2022

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**COVcoverages**

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<th>TYPE OF INSURANCE</th>
<th>ADD'L SUBINS INSUR (W/P)</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MMD/YYYY)</th>
<th>POLICY EXP (MMD/YYYY)</th>
<th>LIMITS</th>
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<td>COMMERCIAL GENERAL LIABILITY</td>
<td>X CLAIMS-MADE [x OCCUR</td>
<td>x x</td>
<td>CPP100306503</td>
<td>09/22/2021</td>
<td>09/22/2022</td>
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<td>AUTOMOBILE LIABILITY</td>
<td>X ANY AUTO OWNED</td>
<td>x CA10003066</td>
<td>09/22/2021</td>
<td>09/22/2022</td>
<td>COMBINED SINGLE LIMIT $1,000,000</td>
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<td>OWNED ONLY SCHEDULED AUTOS</td>
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<td>NON-OWNED AUTOS ONLY</td>
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<td>B</td>
<td>UMBRELLA LIABILITY</td>
<td>X OCCUR CLAIMS-MADE</td>
<td>x LMB100308703</td>
<td>09/22/2021</td>
<td>09/22/2022</td>
<td>EACH OCCURRENCE $2,000,000</td>
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<td>EXCESS LIABILITY</td>
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<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>ADDITIONAL WORKERS' INSURANCE (Executive Officer/Member Excluded) (Mandatory in NY)</td>
<td>WCO10006127502</td>
<td>09/22/2022</td>
<td>09/22/2022</td>
<td>E.L. EACH OCCIDENT $500,000</td>
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<td>LEASE/RENT EQUIP DEDUCTIBLE</td>
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<td>CPP100306503</td>
<td>09/22/2021</td>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**
City of Charleston Engineering
Dept 2
2 George St
Charleston, SC 29401

**CANCELLATION**

**AUTHORIZED REPRESENTATIVE**

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KS02
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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:

CHECK VALVE INSTALLATION PROJECT – SCPA UNION PIER TERMINAL

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

______________________________
(S)

______________________________
Address

Witness as to Principal

______________________________
Address

Attest:

______________________________
Surety

______________________________
(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:

CHECK VALVE INSTALLATION PROJECT – UNION PIER TERMINAL

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the ______ day of ____________________________, 20__.  

ATTEST:                                                                                                              
Principal                                                                                                               
By: ____________________________(S)                                                                                       
Address                                                                                                                  
Witness as to Principal                                                                                                    
Address                                                                                                                  
ATTEST:                                                                                                                  
(Surety) Secretary                                                                                                       
(SUR)                                                                                                                     
By: ____________________________ Attorney-in-Fact                                                                          
Address                                                                                                                  
Witness as to Surety                                                                                                       
Address                                                                                                                  

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners should execute BOND.  

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

(End of Section 01214)
SECTION 01218  
CERTIFICATE OF OWNER’S ATTORNEY

I, the undersigned, __________________________________________________________, the
duly authorized and acting legal representative of __________________________________

_______________________________________________________

do hereby certify as follows:

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

_______________________________________________________
(Signed)

Date: __________________________

(End of Section 01218)
NOTICE OF APPARENT LOW BID

TO: B&C Utilities, Inc.
3785 Old Charleston Highway
Johns Island, SC 29455

PROJECT DESCRIPTION: CHECK VALVE INSTALLATION PROJECT – SCPA UNION PIER TERMINAL

The OWNER has considered the BID submitted by you on April 27, 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 $365,800.00.

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 6th day of September, 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 8th day of September, 2022

By

Title Vice President

1 of 1

01219
NOTICE OF INTENT TO AWARD

TO: B&C Utilities, Inc.
3785 Old Charleston Highway
Johns Island, SC 29455

PROJECT DESCRIPTION: CHECK VALVE INSTALLATION PROJECT – SCPA UNION PIER TERMINAL

The OWNER has considered the BID submitted by you on April 27, 2022, for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of $365,800.00.

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______________________, 2022

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______________, 2022

By

Title________________________
City of Charleston
Construction Change Order

PROJECT: Check Valve Installation Project – SCPO Union Pier Terminal

CONTRACTOR: B&C Utility, Inc. CHANGE ORDER NO.: __________

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

2. Adjustments to the Contract Amount:

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

3. Adjustments in Contract Time:

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

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

Department of Stormwater Management
City of Charleston

Architect/Engineer Contractor Owner

2 George St, Suite 2100 80 Broad St
Charleston, SC 29401 Charleston, SC 29401
Address Address

Signature Signature Signature

By: ______________________ By: ______________________ By: John J. Tecklenburg

Date: _________________ Date: _________________ Date: _________________
NOTICE TO PROCEED

TO: B&C Utilities, Inc.
3785 Old Charleston Highway
Johns Island, SC 29455

Date: __________________

Project: Check Valve Installation Project – SCPA Union Pier Terminal

You are hereby notified to commence WORK in accordance with the Agreement dated __________, on or before __________, and you are to complete the WORK within 60 consecutive days thereafter. The date of completion of all WORK is therefore ________________.

____________________
City of Charleston
Owner

By ________________________
Mathew 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 ________________________, 2022

By ________________________

Title ________________________
SECTION 01230  GENERAL CONDITIONS

1.  GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHANGE ORDER: A written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
CONTRACT: The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, including the bidding documents. The Contract may be amended or modified by a Change Order.

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

CONTRACT PRICE: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

CONTRACTOR: The individual, firm, or corporation with whom the Owner has executed the Agreement by which the Contractor is obligated directly, or through Subcontractors, to perform work in connection with the Project.

The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

CONTRACT TIME: The number of calendar days stated in the Contract Documents for the completion of the Work.

DRAWINGS: The part of the Contract Documents that show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.

EARTH: An excavated material or material to be excavated; all kinds of material other than rock.

ELEVATION: The figures given on the Drawings or in the other Contract Documents after the word elevation or abbreviation of it shall mean the distance in feet above the datum adopted by the Engineer.

ENGINEER: The person, firm, or corporation named as such in the Contract Documents and duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly authorized representatives.

EQUIPMENT: All machinery, together with the necessary supplies for upkeep and maintenance, and all tools and apparatus necessary for the proper construction and acceptable completion of the work.

FIELD ORDER: A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

FURNISH: Furnish and install complete, in place, and ready for use.

INFORMATION FOR BIDDERS: The Notice to Contractors containing all necessary information as to provisions, requirements, date, place, and time of submitting bids.

LATEST EDITION: The current printed document issued eight weeks or more prior to date of receipt of bids.
MAINTENANCE OF TRAFFIC: All permits, manpower, equipment, and signage required to properly notify and direct the public around and through the work zone.

MATERIALS: Any substance specified for use in the construction of the Project and its appurtenances.

NET COST: The cost to the Contractor after application of all credits and discounts (excepting only cash discounts) and without the addition of any factor for burden, overhead, or indirect cost or profit.

NOTICE OF AWARD: The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

NOTICE TO PROCEED: Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

OPTIMUM MOISTURE CONTENT FOR COMPACTION: The moisture content of a soil calculated on the basis of dry weight of soil at which the soil can be compacted to the approximate maximum density under a specified standard method of compaction.

OWNER: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PAYMENT BOND: The approved form of security furnished by the Contractor to guarantee the payment to all persons supplying labor and materials in the prosecution of the work in accordance with the terms of the Contract.

PERFORMANCE BOND: The approved form of security furnished by the Contractor to guarantee the completion of the work in accordance with the terms of the Contract.

PRECONSTRUCTION CONFERENCE: A conference following award and prior to start of construction to be attended by a duly authorized representative of the Engineer and by the responsible officials of the Contractor and other affected parties.

PROJECT: The undertaking to be performed as provided in the Contract Document.

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

PROPOSAL FORM: The approved form on which the Owner requires formal bids to be prepared and submitted for the work.

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

PROVIDE: Furnish and install complete, in place, and ready for use.

RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the Owner who is assigned to the Project site or any part thereof.

ROCK: An excavated material or material to be excavated; only boulders and pieces of concrete or masonry exceeding 1/2 cu. yd. in volume, or solid ledge rock which, in the opinion of the Engineer, requires, for its removal, drilling and blasting, wedging, sledgeing, 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.

**SCPA:** The South Carolina Ports Authority, an instrumentality of the State of South Carolina.

**SHOP DRAWINGS:** All drawings, diagrams, illustrations, brochures, schedules, and other data prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

**SPECIALIST:** An individual or firm of established reputation which is regularly engaged in, and which maintains a regular force of workmen skilled in either manufacturing or fabricating items required by the contract, installing items required by the contract, or otherwise performing work required by the contract. Where the contract specifications require installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform the work under the manufacturer's direct supervision.

**SPECIFICATIONS:** A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.

**STRUCTURES:** Bridges, culverts, catch basins, drop inlets, manholes, retaining walls, cribbing, endwalls, buildings, sewers, service pipes, underdrains, foundation drains, and other miscellaneous items which may be encountered in the work, and which are not otherwise classified herein.

**SUBBASE:** The layer or layers of specified or selected material of designated thickness or rate of application placed on a subgrade to comprise a component of the pavement structure to support the base course, pavement, or subsequent layer of the construction.

**SUBCONTRACTOR:** An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

**SUB-SUBCONTRACTOR:** An individual, firm, or corporation having a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

**SUBGRADE:** The top surface of a roadbed upon which the pavement structure and shoulders are constructed.

**SUBSTANTIAL COMPLETION:** That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

**SUPPLEMENTAL CONDITIONS:** Conditions of the Contract other than the General Conditions.

**SUPERINTENDENT:** The Contractor's authorized representative in responsible charge of the work.
SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SURETY: The corporation, partnership, or individual bound with and for the Contractor for the full and complete performance of the contract, and for the payment of all debt pertaining to the work.

TITLES (OR HEADINGS): The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

TRENCH PROTECTION: The falsework required to maintain the side walls of excavation from cave-ins, sloughing, or otherwise moving during excavation or while work in the trench is in progress. The protection must meet all OSHA safety standards.

WORK: All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

WRITTEN NOTICE: Any notice to any part of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

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

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

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

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
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<tbody>
<tr>
<td>AA</td>
<td>Aluminum Association</td>
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<tr>
<td>AAMA</td>
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<td>AAN</td>
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<tr>
<td>AMA</td>
<td>Acoustical Materials Association</td>
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<td>Institute of Printed Circuits</td>
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<td>Abbreviation</td>
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<td>SMACNA</td>
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<td>SPIB</td>
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<td>SPR</td>
<td>Simplified Practice Recommendation, US Department of Commerce</td>
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<td>TCA</td>
<td>Tile Council of America</td>
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</table>
2. **OWNER'S RIGHTS AND RESPONSIBILITIES**

2.1 **CHANGES IN THE WORK:** The Owner, without invalidating the Contract, may make changes in the Work and in the Drawings and Specifications therefore by making alterations therein, additions thereto, or omissions therefrom. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefore as provided in Subsection 7.12 entitled **PAYMENT FOR EXTRA WORK**.

Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Engineer authorizing the change, and no claim for additional compensation shall be valid unless the change is so ordered.

The Contractor agrees that he shall neither have nor assert any claim for, or be entitled to, any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

2.2 **PROJECT ENGINEER:** The consultant for this project is: City of Charleston, J. Frank Newham (843) 724-3713 or newhamj@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 misfitting in, the work.

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

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

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

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

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

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

2.12 **SUSPENSION OF WORK, TERMINATION, AND DELAY:** The Owner may suspend the Work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer, which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

2.13 **INSPECTIONS AND TESTING:** If the Contract Documents, Owner's instructions, laws, ordinances, or any public authority having jurisdiction require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for observation by the Owner or inspection by another authority, and if the inspection is by another authority rather than the Owner, of the date fixed for such inspection. The required certificates of such inspection shall be secured by the Contractor. Observations by the Owner shall be promptly made, and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Owner, it must, if required by the Owner, be uncovered for examination, at the Contractor's expense.

2.14 **INSPECTION OF WORK AWAY FROM THE SITE:** If the work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Engineer of the place and time where such fabrication, manufacture, testing, or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

2.15 **PIPE LOCATION:** Exterior pipelines will be located substantially as indicated on the Drawings, but the right is reserved to the Owner acting through the Engineer, to make such modifications in location as may be found desirable to avoid interference with structures or for other reasons. Where fittings, etc. are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him from laying and 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 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 cleared 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 the SCPA 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, provided, however, that Contractor shall not be required to indemnify Owner or Engineer or SCPA for that portion of any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom that is adjudicated to have been proximately caused by the negligent act or omission of Owner or Engineer or SCPA.

In any and all claims against the Owner or the Engineer or the SCPA, 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 Contractor’s attention is directed to the fact that unless exposed earth areas are properly cared for during construction, they may result in substantial sedimentation damage downstream from the construction area. The Contractor shall be responsible for conducting his site grading and drainage operations in such manner as to prevent excessive soil erosion of the construction site work areas. He shall at all times provide satisfactory means to prevent the movement and washing of soil onto pavements or into adjacent ditches, swales, inlets, and drainage pipes, and 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 and SCPA 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 and SCPA 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 Owner 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 therefrom 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 to 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:

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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 found not 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 in interpreted according to the Laws of the State of South Carolina, and that the appropriate forum and jurisdiction for resolving any disputes and claims shall be the South Carolina Court of Common Pleas for Charleston County.

5.2 WAIVERS EXPLICITLY IN WRITING: No action or failure to act by the ENGINEER or the OWNER, or the CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the CONTRACT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

5.3 ASSIGNMENTS: The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

5.4 PERFORMANCE BOND AND PAYMENT BOND: Unless otherwise noted in the Supplemental Conditions, a Performance Bond and a Payment Bond are required. The Contractor shall obtain a Performance Bond and Payment Bond, acceptable to the Owner in a surety company authorized to do business in the state in which the Project is constructed, each for the full amount of the Contract Sum. The bonds shall guarantee the Contractor's faithful performance of the Contract and the payment of all obligations arising there under. The bonds shall remain in force until:

5.4.1 The Project has been completed and accepted by the Owner.

5.4.2 The provisions of all guarantees required by these Contract Documents have been fulfilled or the time limitation for all guarantees has expired, or

5.4.3 The time for the filing of all mechanics' liens has expired, whichever is longer, after which it shall become void.

The Contractor shall pay all charges in connection with the bonds as a part of the Contract. One executed copy of the bonds shall be attached to each copy of the Contract before they are returned to the Engineer for the Owner's signature.

If the Contractor defaults, the Contractor or his Surety shall reimburse the Owner for any additional Engineering fees for additional services made necessary because of the Contractor's default.

5.5 ADDITIONAL OR SUBSTITUTE BOND: If at any time the Owner for justifiable cause, shall be or become dissatisfied with the surety or sureties for the Performance and/or
Payment Bonds, the Contractor shall within 5 days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as maybe satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

5.6 CHANGES NOT TO AFFECT BONDS: It is distinctly agreed and understood that any changes made in the Work or the Drawings or Specifications therefore (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner or time of payments made by the Owner to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish, or affect the liability of the Surety on the Contract Bonds given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect.

5.7 COMPLIANCE WITH LAWS: The Contract shall be governed by the law of the place where the Project is located. The Contractor shall abide by all local and State Laws or ordinances to the extent that such requirements do not conflict with Federal laws or regulations and the Contractor shall also abide by all SCPA rules and regulations, including but not limited to those in SCPA’s Marine Terminal Operator Schedule No. 8, as may be amended from time to time (“MTOS”); said MTOS is hereby incorporated by reference into the Contract and made part of the Contract. 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 and SCPA, and their 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 and SCPA as an additional insured therein.

The Contractor shall furnish the Owner and SCPA 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's workmen's compensation insurance, comprehensive general liability insurance, and environmental liability insurance policies shall be amended by endorsement to waive the insurer's right of subrogation against the Owner, Engineer, and SCPA. Contractor shall provide Owner, Engineer, and SCPA with a copy of the endorsements prior to beginning the Work.

Contractor's certificates of insurance shall include SCPA as an additional insured on the policies and provide for the aforesaid waivers of subrogation. Contractor shall provide Owner, Engineer, and SCPA with the certificates of insurance prior to beginning the Work.

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

*COI should name the City as an additional insured.

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

5.11.3 COMPREHENSIVE AUTOMOBILE LIABILITY

Automobile Liability

<table>
<thead>
<tr>
<th>Combined single limit</th>
<th>$1,000,000</th>
</tr>
</thead>
</table>

(includes owner, non-owned and hired car)

Split Limits

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

5.11.4 WORKERS COMPENSATION

Must fulfill the statutory requirements.

5.11.5 ENVIRONMENTAL LIABILITY

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

5.11.6 SUBCONTRACTOR’S LIABILITY INSURANCE

Same limits as required of the General Contractor.

5.12 ORAL AGREEMENTS: No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.
5.13 **SAFETY:** In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the Owner and shall not be limited to normal working hours.

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

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

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

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

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

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

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

6. **PROGRESS AND COMPLETION OF WORK**

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

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

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

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

7. PAYMENTS TO THE CONTRACTOR

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

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

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

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

7.3 APPLICATIONS FOR PARTIAL PAYMENT: Before the first day of each month, or as otherwise directed by the Owner, the Contractor shall make applications for the value of the work done and the materials installed and/or delivered to the site for installation in the project during the previous month. Such applications shall show the breakdown of the project into the same items as the schedule of values specified in Subsection 7.2 entitled SCHEDULE OF VALUES and showing for each item the total value, the value previously reported as complete, the value completed during the month, the cumulative value completed, and the value remaining to be done. The application shall also show the value of materials delivered to the site which have not been incorporated into the work and whose value is not included in the amount shown for the work of which they are a part. The value of such materials shall be established by attaching copies of invoices covering the materials to the application. The application shall include a summary of value of the work performed during the previous month, plus the value of the materials 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 **RETAI NAGE:** The Owner shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The Owner at any time, however, after fifty (50) percent of the work has been completed, if he finds that satisfactory progress is being made, will make further partial payments in full on the current and remaining estimates, but amounts previously retained shall not be paid to the Contractor at fifty (50) percent completion or any time thereafter. When, in the opinion of the Engineer, the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than ten (10) percent of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the Work has been substantially completed except for Work that cannot be completed because of weather conditions, lack of materials, or other reasons that in the judgment of the Owner are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed.

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

7.5.1 Defective work not remedied.

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

7.5.3 Failure of the Contractor to make payments to Subcontractors, material suppliers, or employees.

7.5.4 A reasonable doubt that the Contract work can be completed for the balance unpaid.

7.5.5 Damage to another Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed by and between the Contractor and the Owner that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete such 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 therefor. Whether or not the Contractor’s right to proceed with the Work is terminated, he and his sureties shall be liable for any damage to the Owner resulting from his refusal or failure to complete the Work within the specified time.

If fixed and agreed liquidated damages are provided in the Contract and if the Owner so terminates the Contractor’s right to proceed, the resulting damage will consist of such
liquidated damages until such reasonable times may be required for final completion of the Work together with any increased costs occasioned the Owner in completing the Work.

If fixed and agreed liquidated damages are provided in the Contract, and if the Owner does not so terminate the Contractor’s right to proceed, the resulting damage will consist of such liquidated damages until the Work is completed or accepted, provided that the Owner reserves the right to elect other remedies available at law or in equity in lieu of liquidated damages.

The Contractor’s right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

7.19.1 The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, Acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

7.19.2 The Contractor, within ten (10) days from the beginning of any such delay (unless the Owner grants a further period of time before the date of final payment under the Contract), notifies the Owner in writing of the causes of delay.

As used in subparagraph I, above, the term subcontractors or suppliers means subcontractors or suppliers at any time.

The Engineer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in these General Conditions.

The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

(End of Section 01230)
SECTION 01232  SUPPLEMENTAL CONDITIONS

1. **CONFLICT OR INCONSISTENCY:** If there is any conflict or inconsistency between the provisions of the SUPPLEMENTAL CONDITIONS and the GENERAL CONDITIONS, the provisions of the SUPPLEMENTAL CONDITIONS shall prevail. If there is conflict between the provisions of the GENERAL CONDITIONS and any of the Contract Documents other than the SUPPLEMENTAL CONDITIONS, the provisions of the GENERAL CONDITIONS shall prevail.

2. **CONFLICT OF INTEREST:** No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiation, making, accepting, or approving any architectural, engineering, inspecting, construction, or material supply contract, or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner who is in any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

3. **CONTRACT MODIFICATION:** All changes that affect the cost of the construction of the project must be authorized by means of a contract change order. All change orders and contract modifications must be approved by the Owner prior to becoming effective. The contract change order will include extra work, work for which quantities have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units that are different from those shown in the bidding schedule because of final measurements. All changes should be recorded on a contract change order as they occur so that they may be included in the partial payment estimate.

4. **TRAFFIC & CONSTRUCTION REQUIREMENTS FOR PROJECT**

4.1 Permissible working hours are detailed in the SCPA Special Conditions found in the Supplemental Conditions.

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.
Check Valve Installation Project – SCPA Union Pier Terminal

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. Leadfree is defined as less than 0.2 percent lead in solder and flux and less than 8.0 percent lead in pipes and fittings. Lead joints for the repair of cast iron pipes are not included. Lead shot and lead packers in well construction are no longer allowed.

7. **WATER SUPPLY:** It shall be the Contractor's responsibility to purchase and convey the necessary water to any location at which it is required on the project.

8. **STATE AND LOCAL PERMITS, LICENSES, INSPECTIONS, CERTIFICATES:** The Contractor shall obtain such required documents and pay the fees assessed for each division of work for which such permits, licenses, and inspections are required. The Contractor shall also obtain and pay the fees for general permits such as Building Permits and Certificate of Occupancy.

9. **SIGNS:** The Owner reserves the right to all advertising privileges about the job and no signs shall be posted by the Contractor anywhere on the premises without approval by the Owner except those signs, posters, or bulletins required by Federal, State, or local authorities.

10. **OWNER'S INSURANCE AUTHORITY:** During all phases of construction, the Contractor will be required to perform his operations so as to comply expeditiously with the recommendations of the Owner's Insurance Authority.

11. **PUBLICITY:** All prime contractors and their subcontractors shall submit to the Owner for approval all publicity items, including photographs, relating to the work of this project. Owner shall approve any and all material prior to release for publication.

12. **PROTECTION OF WORK:** The Contractor shall at all times, until final acceptance of the work, provide protection of the work, either new or previously existing, from all hazards involved in his operations. All damage suffered by any item of work, including, but not limited to, drains, curbs, doors, equipment, and structures, shall be repaired or the item shall be replaced prior to final acceptance.

13. **ELEVATION DATUM:** The datum adopted by the Engineer is NGVD 1929. All elevations shown on the Drawings or referred to in these specifications refer to this datum. Several benchmarks are indicated on the Drawings.
14. **OCCUPYING PRIVATE LAND:** The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, or materials, any land outside the rights-of-way of property of the Owner. A copy of the written consent shall be given to the Engineer.

15. **WORK CITY RIGHTS-OF-WAY:** Attention is directed to the fact that work will be going on in City rights-of-way. The Owner has obtained permission for the Contractor to encroach on these rights-of-way for work.

The Contractor will be required to conform to the requirements of the South Carolina Department of Transportation and the City of Charleston while working within the rights-of-way.

16. **WORK BEING PERFORMED NEAR WATER AND SEWER LINES:** The Contractor will inform the Commissioners of Public Works as to the areas where work is being performed. It is required of a Contractor to obtain permission from the Commissioners of Public Works where alterations to their system are required. All repairs and/or alterations to Commissioners of Public Works owned utilities shall conform to their construction standards and requirements, including work being performed by approved contractors.

17. **TRAFFIC CONTROL:** The Contractor will comply with the manual published by the South Carolina Department of Highways and Public Transportation entitled Traffic Controls for Street and Highway Construction and Maintenance Operations, Part V, of the South Carolina Manual on Uniform Traffic Control Devices for Streets and Highways, 1982, 1992 Revision. Provide traffic control as required and approved by the South Carolina Department Transportation and the City of Charleston.

Upon completion and acceptance of the work or as the need for temporary traffic control devices ceases, they shall be removed by the Contractor and shall remain the property of the Contractor.

The Contractor shall provide signs where warranted to maintain traffic or to call attention to conditions on, or adjacent to, the construction work. Such signs shall be removed when they are no longer required.

All traffic control and marking devices shall be in accordance with the provisions of the State of South Carolina Uniform Manual on Traffic Control Devices. Upon completion and acceptance of the work or as the need for temporary traffic control devices ceases, they shall be removed by the Contractor and shall remain the property of the Contractor.

18. **LINES, GRADES, AND MEASUREMENTS:** The Contractor shall employ, at his own expense, a competent civil engineer or land surveyor who shall be registered in South Carolina and who shall be thoroughly experienced in field layout work. Said Engineer shall establish all lines, elevations, reference marks, etc., needed by the Contractor during the progress of the work, and from time to time he shall verify such marks by instrument or by other appropriate means. The Owner's Engineer may waive the requirement for the Engineer to be registered in South Carolina upon a presentation of a resume, which is satisfactory. The waiving of this requirement may be revoked at any time by the Owner's Engineer.

The Contractor's Engineer responsible for lines and grades shall verify to the Owner in writing that work has been constructed to lines and grades as shown on the Drawings. This certification shall accompany each request for payment. The Owner's Engineer shall be permitted at any time to check the lines, elevations, reference marks, lasers, etc., set by the Engineer employed by the Contractor, and the Contractor shall correct any errors in lines, elevations, reference marks, lasers, etc., disclosed by such check. Such a check shall not be construed to be an approval of the Contractor's work and shall not relieve the Contractor of the responsibility for the accurate construction of the entire work.

The Contractor shall make all measurements and check all dimensions necessary for the proper construction of the work called for by the Drawings and Specifications. During the prosecution of the
Check Valve Installation Project – SCPA Union Pier Terminal

work, he shall make all necessary measurements to prevent misfitting in said work, and he shall be responsible therefore, and for the accurate construction of the entire work.

The Owner’s Engineer shall have access to all field notes. Field notes will be recorded in bound field books, and copies given the Owner’s Inspector at the close of each shift.

19. **CITY BUSINESS LICENSE:** The successful Bidder and all subcontractors will be required to obtain a business license from the City of Charleston prior to beginning work, if said Bidder does not have a current license.

20. **UTILITY LOCATIONS:** Prior to beginning any excavation, the Contractor shall notify all public utility companies and have their lines located and marked. The following is a list of utility companies and persons to be contacted for utility locations:

<table>
<thead>
<tr>
<th>UTILITY SERVICE OR FACILITY</th>
<th>PERSON TO CONTACT</th>
</tr>
</thead>
<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>
</tr>
<tr>
<td>Water &amp; Sewer</td>
<td>Call 3 days prior to digging</td>
</tr>
<tr>
<td></td>
<td>Charleston CWS</td>
</tr>
<tr>
<td></td>
<td>(843) 727-5800 (Ask for Service Department)</td>
</tr>
<tr>
<td></td>
<td>Will send field technician to locate</td>
</tr>
</tbody>
</table>

21. **DANGER SIGNALS AND SAFETY DEVICES:** The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades, and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under this Specifications or contract.

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

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

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

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

26. **PERFORMANCE STANDARDS:** Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws, or regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be
otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor, or any of their Consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, or any of Owner’s Consultants, agent, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work. Where specific standards are not given for materials or installation, the provisions of the South Carolina Department of Transportation standard specifications for highway construction (2003 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>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Check Valve Installation at SCPA Union Pier Terminal</td>
</tr>
<tr>
<td>2</td>
<td>60&quot; WaStop with Doghouse Manhole Detail</td>
</tr>
<tr>
<td>3</td>
<td>WS550-S 24&quot; WaStop Detail</td>
</tr>
<tr>
<td>4</td>
<td>WS1485-5-FL 60&quot; WaStop Detail</td>
</tr>
<tr>
<td>5</td>
<td>SCDOT Standard Drawing 719-110-01</td>
</tr>
<tr>
<td>6</td>
<td>SCDOT Standard Drawing 719-110-02</td>
</tr>
</tbody>
</table>

**THE TECHNICAL SPECIFICATIONS**

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>334100</td>
<td>Storm Drainage Piping</td>
</tr>
</tbody>
</table>

SCPA’s Special Conditions

SCPA’s Marine Terminal Operator Schedule No. 8
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 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 c-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 filler fabric with a minimum width of 12 inches, and a minimum of 12 inches of overlap at the ends, with the top overlap being from the top and ending on the side of the pipe not the crown. Ensure wrapping is firmly secured to pipe and itself to prevent loosing or separation during the backfilling operations.

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

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

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

C. Special Requirements

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

D. Drop Inlet Construction

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

3.3 FIELD QUALITY CONTROL

A. Field Tests and Inspections

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

B. Pipeline Testing

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

3.4 RECORD CLOSEOUT DOCUMENTS

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

Record Drawings must identify at a minimum:

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

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

END OF SECTION 334100
SPECIAL CONDITIONS

1. LOCATION OF WORK

The project is located on the South Carolina Ports Authority's property at the Union Pier Terminal, Charleston, South Carolina.

2. SEQUENCE OF CONSTRUCTION

A. General

The Sequence of Construction shall be determined by the Contractor, unless otherwise restricted by the Contract Documents; and is subject to approval by the South Carolina Ports Authority (SCPA)/Owner/Engineer. Construction shall be continuous from start to completion with no appreciable shut down periods unless otherwise directed by the SCPA/Owner/Engineer. At no time shall the construction sequence interfere with terminal operations.

B. Restrictions

General: The work is being performed on an operating marine terminal. Ship activities may occur at any time of day or night and interchange gates operate generally from 6:00 a.m. to 6:00 p.m. Monday through Saturday. All work shall be closely coordinated with the SCPA/Owner/Engineer and scheduled to minimize any disruption of terminal operations. The Owner will consider alternate coordination plans submitted by the Contractor. An acceptable alternate plan will provide for the continuous operation of the terminal activities. If an alternate plan is not submitted by the Contractor and approved by the Owner, then the following specific restrictions will apply to construction of the work.

1. The stormwater system work has the potential to disrupt terminal operations, therefore, the Contractor shall minimize the length of open trench to only the work that can be completed that day. In addition, the Contractor shall provide steel plates of adequate size and strength to accommodate anticipated crossing truck traffic until the area can be sufficiently backfilled and/or paved.

2. New concrete pavement, if utilized, shall be protected from loading until it has reached the specified minimum 7-day strength. Owner's quality assurance strength testing will occur at 7, 10, and 28 days. Supplemental test specimens may be made by the Owner's quality assurance testing firm at the Contractor's request and expense. The supplemental specimens will be tested for strength at time intervals specified by the Contractor.

3. All utility outages (if required) shall be closely coordinated with the SCPA/Owner/Engineer. The Contractor shall submit a written request for utility outage to the SCPA/Owner/Engineer at least seven (7) calendar days in advance of the requested outage date. The request shall include, but not be limited to the following: The exact scope of work during the outage, the outage date and time, the location of the work, and the expected impacts of the outage. The contractor shall confirm that all materials and labor are available and that all preparatory work has been completed prior to start of the outage. Power outages will not be approved for normal working hours and are dependent to a great extent upon shipping schedules, which are only predictable up to 3 days in advance. A terminal power outage will be approved by the SCPA/Owner for a day that is at the convenience of
the SCPA/Owner. Power outages will only be considered after normal terminal hours, on a weekend, or on a holiday. Power outages shall not exceed 12 hours in a 24-hour period. Every effort shall be made to minimize the duration and impacts of the outage. In addition, every effort shall be made to schedule power outages during off-peak periods (generally nights and/or weekends). Upon completion of a utility outage, the utility service shall be put back in service and must be fully operational and without defect.

4. Work hours are restricted as outlined in the Special Conditions. The Contractor shall be responsible for providing all necessary lighting for any night work.

3. JOB SITE SECURITY

The Contractor shall be responsible for security on the job site against such acts as mischief, violence, burglary, arson, vandalism, etc. In addition, the Contractor shall secure the job site, including materials delivered or stored thereon, against damage by acts of nature and man. SCPA/Owner assumes no responsibility for job site security.

4. CONSTRUCTION ACCESS

A. The Contractor shall enter and exit the job site through the main terminal gate unless otherwise indicated on the project drawings or instructed.

B. Federal regulations mandate that all persons seeking unescorted access to a SCSPA terminal to possess a Transportation Worker Identification Credential (TWIC); this credential must be presented for inspection prior to being granted access to the terminal. This will be a requirement of the General Contractor for all personnel whether or not a direct employee or subcontractor and shall include labor, supervision, management, suppliers, consultants, and all other personnel required for execution of the project. More information regarding this Transportation Security Administration program can be obtained from their website: www.tsa.gov/twic or by calling 1-866-347-8942.

C. All Contractor and sub-contractor personnel working on a South Carolina Ports Authority terminal must participate in a port security training program, provided by the South Carolina Ports Authority Police Department. Upon completion of the security training, attendees will receive temporary photo ID badges. The contractor shall pay Twenty dollars ($20.00) per badge, to be due at the time the badge is issued. Access onto a port terminal will not be granted without this photo ID badge. Contractor shall assume 4 hours will be required to complete the security training program and to receive a temporary photo ID badge. Badges are valid from the time it is received, until 12 months past the badge holder's next birthday.

D. Contractor shall obtain vehicle passes from the South Carolina Ports Authority Police Department. The Contractor shall pay Twenty dollars ($20.00) per pass. The Pass(es) shall be obtained before work begins. Port Police Department may accept or reject any requested for a vehicle Pass. The Contractor must submit proof of insurance and vehicle registration for each and every vehicle for which a Pass is requested. The Pass may not be transferred from one vehicle to another. Each pass is valid for the duration of the project but no more than 12 months from the issued date.

E. Contractor's employees will be allowed to park in designated parking area(s) as established by the SCPA. The Contractor is responsible for transporting the employees
to the project area if required. Any vehicles located in an unauthorized area shall be impounded or towed. The employee or Contractor must pay any fines or towing fees associated with the incident. The employee or Contractor may or may not be allowed to have the right to enter the South Carolina Ports Authority after such incident.

F. Contractor shall be responsible for assuring all employees have a valid pictured identification (I.D.) in their immediate possession at all times. The Port Police shall have the right to deny entry and/or remove from South Carolina Ports Authority property anyone not having appropriate picture I.D.

G. The Contractor shall insure that all sub-contractors shall abide by these regulations.

H. The Contractor and any sub-contractors working under contract with the Authority shall be under the jurisdiction of all applicable federal, state, and local laws.

I. Pass(es) may be terminated at any time.

5. WORKING HOURS

Normal construction activities shall be conducted during the daylight hours. No work during other than daylight hours will be permitted unless specifically approved by the Owner in writing.

Pile driving, jackhammer, saw cutting, and chainsaw operations shall be restricted to daylight hours only.

6. COORDINATION WITH OTHER CONTRACTS

During the execution of this Contract, the Contractor may expect other construction contracts to be carried out on the site. The Contractor is responsible for the coordination and protection of his work until acceptance by the SCPA/Owner, and is required to cooperate and work in conjunction with other contractors in the performance of the work.

7. UTILITIES REQUIRED FOR CONTRACT OPERATIONS

Contractor shall make all arrangements for utility services such as electrical, water, compressed air, or any other which he may require for his operations under Contract, and shall pay all costs of same.

8. PARKING AREAS

Authorized parking for construction employees’ vehicles will be established by the SCPA at the initiation of the project.

9. DE-WATERING

Some areas of the job site have a very high-water table. The Contractor shall de-water work areas where excavations for improvements are to be performed.

Neither structures, fill, nor utilities shall be laid in a trench/excavation in the presence of water. All water shall be sufficiently removed prior to any placing operation to ensure a relatively dry (no standing water) firm bed. The trench/excavation shall be maintained in such de-watered condition until the trench/excavation has been backfilled to a height at least 1 ft. above top of placement.
Removal of water may be accomplished by ditching, bailing, pumping, or by a well-point installation as conditions warrant. All costs of de-watering shall be the Contractor’s expense.

10. CONSTRUCTION ACTIVITIES IN TIDAL ZONE

Some work under this Contract must be performed under water or during low tides. Schedule these activities and working hours to suit tide conditions. Provide skilled divers and special equipment necessary to perform all underwater work.

11. PROTECTION OF IN-PLACE WORK

Protect in-place work during all stages of construction from damage due to inclement weather, vandalism, theft, and adjacent work activities performed by others. Grade, dig ditches, and/or provide pumping, as necessary to prevent damage/delay from inclement weather, and to ensure that the job site remains in satisfactory condition for work at all times. Erect temporary security fences and provide watchmen, as necessary to prevent damage/delay from vandalism, theft, and any other potential loss. Coordinate with others performing work on the Owner's property by becoming familiar with the activities of others that could impact the work under this Contract. Schedule and make arrangements with others as necessary to prevent damage/delay caused by the work activities of others.

12. DAMAGE TO EXISTING FACILITIES

The Contractor is advised that underground obstructions may exist within the area of the work. The Contractor shall use reasonable care during excavation and demolition activities. Locate existing underground and above ground utilities in the areas of work. If utilities are to remain in place, provide adequate means of protection during operations.

Should uncharted or incorrectly charted utilities be encountered during excavation, consult the Owner/Engineer immediately for directions as to procedure and mitigative action required. Cooperate with Owner/Engineer and utility companies in determining how repairs are to be affected and what measures need to be taken to keep respective services and facilities in operation. Do not cover up damaged areas until repairs have been effected to the satisfaction of the Owner and/or utility companies.

13. ENVIRONMENTAL PROTECTION MEASURES

Pollutants such as fuels, lubricants, bitumens, and other harmful materials shall not be discharged on the ground or into the existing area drainage system. Likewise, wash water or waste from concrete mixing operations shall not be allowed to enter live streams or rivers; or stream or river beds. The Contractor shall comply with guidelines of South Carolina Department of Health and Environmental Control's (SCDHEC) "South Carolina Stormwater Management and Sediment Control Handbook for Land Disturbance Activities" (latest edition), during the entire construction period. Sediment and erosion control practices may include temporary sediment basins, hay bales, silt fence, etc.

If it is necessary during the prosecution of the work to interrupt existing natural surface drainage patterns, the Contractor shall take all necessary measures to protect and preserve the natural drainageways or to provide temporary drainage routing until the natural drainage pattern can be restored. The Contractor will at all times maintain proper drainage within the limits of construction. The Contractor is urged to use equipment necessary to prevent rutting and displacement of the existing natural grade.
The Owner/Engineer may temporarily suspend the work when satisfactory results cannot be obtained because of inclement weather or unfavorable field conditions.

Temporary suspension of work by the Owner/Engineer shall not be cause for a claim for extra compensation but will be a possible consideration in a request by the Contractor for an extension of time not to exceed the number of days lost in the period of suspension.

14. **AIR POLLUTION**

A. The Contractor shall perform work in accordance with all applicable local, state, and federal environmental laws and requirements.

B. For all non-road equipment used on the job producing between 100 and 750 horsepower, the Contractor shall use low emission vehicles that confirm to federal Tier 2 or higher emissions standards.

C. Combustion engines on construction equipment and vehicles not in active use shall be turned off.

D. The Contractor shall develop and implement a dust control plan using best management practices that may include, by way of example, water spraying, applying mulch and establishing vegetation, applying polymers, and spraying tackifiers in compliance with local, state and federal law.

E. Require that all diesel vehicles, construction equipment, and generators on site use ultra-low sulfur diesel (15 ppm), a biodiesel blend approved by the original engine or equipment manufacturer with sulfur content of 15 ppm or less, or other clean burning alternative fuel such as propane, where such fuel is commercially and reasonably available.

40. **USE OF EXPLOSIVES**

Use of explosives on the site will not be permitted.

41. **PROTECTION OF PERSONS AND PROPERTY**

The Contractor shall exercise every precaution to prevent injury to persons or damage to property while performing his work. He shall, at his own expense, place such watchmen; erect such barricades, fences, and railings; display and maintain such lights, signals, and signs; give such warnings; and adopt and enforce rules and regulations as may be necessary, desirable, or required to safeguard the public and all persons engaged in the work or in its supervision.

42. **HAZARDOUS SUBSTANCES**

The Contractor and/or his Subcontractors shall obtain written permission from the Owner prior to bringing hazardous substances onto the Owner's property. A "Hazardous Substance," as defined by the Occupational Safety and Health Administration (OSHA), is any substance which, by reason of being explosive, flammable, poisonous, corrosive, oxidizing, irritating, or otherwise harmful, is likely to cause death, injury, or illness. When a hazardous substance is required in the execution of the work, the Contractor shall submit a copy of the Material Safety Data Sheet (MSDS) to the Owner and comply with its guidelines.
and any other special handling instructions from the Owner. The Contractor must also be in compliance with current guidelines concerning OSHA’s Hazard Communication Standard.
Check Valve Installation at SCPA Union Pier Terminal

Legend
- Check Valve
- Storm Drain
- Box Culvert
- Brick Arch

60" CMP
Install 60" WaStop in-line check valve per detail. Contractor to verify size prior to bid. Field locate pending authorization from SCPA.

24" CMP
Install 24" WaStop in-line check valve at existing inlet. Contractor to verify size prior to bid. Field locate pending authorization from SCPA.
60" WaStop with Doghouse Manhole
City of Charleston

CHECK VALVE INSTALLATION PROJECT
SCP A UNION PIER TERMINAL

To: All Prospective Bidders

Subject: Addendum 01

Date: April 15, 2022

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

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

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

b. Changes to Bidding Requirements
   a. Contractor will remove the patch from the existing manhole at the 24" valve installation location. Contractor will add a riser to raise the existing manhole cover to grade, maintaining an accessible top.

   b. All excavated materials from the site will be removed and properly disposed of by the contractor. The contractor will fill all excavations with flowable fill to within 2" of surface elevation prior to final pavement.

   c. A new Bid Form is included with this addendum. See Attachment 1A.

c. Changes to the Specifications
   a. None with this addendum.

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

e. Clarifications
a. The following clarifications are provided
   i. Notes from the April 14, 2022 Non-mandatory Site Visit are included with this addendum. See Attachment 1B.

b. The following questions have been submitted by Bidders
   i. None with this addendum

If you have any questions, please feel free to e-mail newhamj@charleston-sc.com. Submittals shall include a signed copy of this addendum acknowledging the receipt of this addendum. The signed addendum does NOT count toward the submittal page count. Thank you in advance for your cooperation.

________________________________________________________________________

Signature of Acknowledgement                                  Date

________________________________________________________________________

Company Name

END OF ADDENDUM 01
**ADDENDA:** Bidder acknowledges receipt of the following Addenda:

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<td>6.</td>
<td>Flowable Fill All Excavations / Remove/Dispose Excavated Material</td>
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**Total Bid Price**  
$________

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 check valves and associated work in accordance with the Contract Documents. The lump sum bid for construction of the improvements is:

__________________________________________________________$(Dollars) ($______________).

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 ____________________________
Check Valve Installation Project – SCPA Union Pier Terminal
Non-mandatory Site Visit Notes
4-14-22
Meeting start time: 2:00 PM

- **Attendees**
  Frank Newham (City), Maria Wright (City), David Powers (SCPA), Walter Lagarenne (SCPA), (Triad), (Crowder), Lauren Bordeaux (Truluck)

- **Location**
  SCPA Union Pier Terminal
  Attendees checked in at the gate prior to the meeting start, then walked to the location of the 24” valve installation and then continued to the 60” valve installation location.

- **24” Valve**
  The 24” WaStop valve will be installed in an existing structure. The standard installation at this location includes bolting the valve to the structure. The structure is currently paved over from a previous inspection, so the contractor will need to remove the patch, install the valve, and raise the existing manhole cover to grade, flowable fill and patch the excavation. There is another existing inlet in close proximity to the target structure, and that inlet is not an acceptable location for installation. The pavement in this location is thought to be 6” thick.

- **60” Valve**
  The 60” WaStop valve will be installed into new 60” RCP and a new doghouse manhole at an existing run of 60” CMP. The intention is to install the approximately 9’ long, 1,200 lb valve into a section of 60” RCP while it is above ground before installing the pipe. The existing 60” pipe appears to be in good condition and is visible under the dock. It appears to be 4 – 5’ deep to the top of the pipe from the existing asphalt. The valve will be a bell-bolt type that is to be secured to the new RCP.

- **Tide Conditions**
  The entire drainage system at the site is tidally influenced. Plugs, sandbags, and/or pumping will be required to perform the work. At low tide, the water level at the 60” pipe was observed to be approximately 50%.
• Project Details

o The SCPA Special Conditions must be read carefully. Work will need to be scheduled around the cruise ship events. Work is not allowed when the cruise ship is docked for loading/unloading of passengers. Installation of the 24” valve will take several hours, but installation of the 60” valve will take several days. The cruise ship is typically out for a week at a time. Once there is a delivery date for materials, the contractor will need to coordinate with the cruise calendar.

o SCPA requires contractors to list SCPA as an additional insured on the Certificate of Insurance. The requirements are listed in the General Conditions and the SCPA Special Conditions.

o Bids are due on April 27 at 2 PM at the Stormwater offices located at 2 George Street. The bid date and time will not change. The project duration is 60 days. The time for completion may be extended if needed for delivery of materials. Typically the City will need about 6-8 weeks to approve the contract.

o A contractor asked the City if the City would consider compensating the contractor if the materials prices increased after an extended time after the bid date, suggested approximately 90 days, since materials costs are changing rapidly and suppliers may not honor a quote after a lengthy delay. Frank said that the City has not encountered that situation yet, but given the unprecedented times, it may be possible to consider a cost adjustment.

o All excavation will be filled with flowable fill to within 2" of surface elevation prior to final pavement.

o Passes to enter the SCPA property are obtained at SCPA headquarters. If the contractor already has a badge, they will still need to register at the terminal for authorized entrance.

o It may be possible to cordon off the area around the 60” valve installation. Palmetto Rail operates the rails by the loading dock. The rail schedule may change at any time, so coordination will need to be reviewed prior to starting work at this location.

Meeting end time: 2:26 PM
MEMORANDUM OF UNDERSTANDING (MOU)
Regarding Storm Water Outfall Flex Valve Installation
Between
City of Charleston
and
Charleston Commissioners of Public Works

This is an agreement between the City of Charleston ("City") and the Charleston Commissioners of Public Works ("CPW").

I. PURPOSE & SCOPE

The purpose of this Memorandum of Understanding ("MOU") is to identify the roles and responsibilities of each above-referenced party as it relates to installing Checkmate or equivalent flex valves near two separate storm water outfalls (60" and 24") on South Carolina State Ports Authority property. The purpose of the flex valves is to alleviate tidal intrusion through the storm water conveyance system served by each outfall, thereby reducing flooding within the storm water system and infiltration/inflow of flooded areas into the wastewater collection system serving Washington Street and surrounding areas. Since the City owns and operates the storm water system and CPW owns and operates wastewater collection system, the parties recognize the mutual benefits of the project, and have expressed their willingness to work cooperatively in the spirit of environmental protection to share in the cost of the project.

II. CITY RESPONSIBILITIES UNDER THIS MOU

The City shall undertake the following activities:

1. The City shall provide all project management services needed for the successful procurement, design, and installation of the flex valves, and provide CPW a schedule for completing the project within ten working days of commencing the project.
2. The City shall notify CPW when the project is completed and make the proper arrangements for CPW to inspect each valve prior to acceptance.
3. The City shall provide funding for at least 50% of the project.
4. Since the valves are located on storm water outfalls, the city shall be responsible for all future operation and maintenance of the flex valves.

III. **CPW Responsibilities Under this MOU**

Upon proper notification as referenced in Section II above, the CPW shall undertake the following activities:

1. CPW, working with the City’s authorized representative, shall perform an inspection of each valve for final acceptance.
2. Once the City and CPW have provided final acceptance of the valve, CPW shall provide funds for 50% of the project costs, not to exceed $100,000. This payment will be made within 10 working days of final acceptance.

IV. **It is mutually understood and agreed by and between the parties that:**

1. This agreement can be modified at any time upon agreement by both parties.
2. The MOU will remain in place until the acceptance of the valves and disbursement of all funds as prescribed above.
3. The parties may seek to pursue additional opportunities to install flex valves on storm water outfalls where a mutual benefit exists for environmental protection. These opportunities will be managed under separate agreement(s).

V. **Funding**

This MOU requires the reimbursement of funds between the two parties as described above unless negotiated under a separate agreement.
VI. **Effective Date and Signature**

This MOU shall be effective upon the signature of the City and CPW authorized officials. It shall be in force until the final disbursement of all funds as prescribed above. Both parties indicate agreement with this MOU by their signatures.

Signatures and dates

CPW

_________________________________________ Date

City of Charleston

_________________________________________ Date
This is EXHIBIT K, consisting of [14] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [December 1, 2020].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

The Effective Date of this Amendment is: September 8, 2022.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: City of Charleston

Engineer: Biohabitats, Inc.

Project: Church Creek Flood Storage and Resiliency

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- [X] Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- [X] Modifications of payment to Engineer
- [X] Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Please refer to Attachment A, Engineer’s Services

Agreement Summary:

Original agreement amount: $495,000.00
Net change for prior amendments: $710,608.00
This amendment amount: $375,308.00
Adjusted Agreement amount: $1,508,916.00

Change in time for services (days or date, as applicable): To be completed by December 15, 2023.
The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: City of Charleston, SC

By: __________________________
Print Name: __________________________
Title: __________________________
Date Signed: __________________________

Engineer: Biohabitats Inc.

By: __________________________
Print Name: __________________________
Title: President
Date Signed: 9/8/2022
Engineer’s Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below

1. This Project’s overall purpose is to mitigate flooding using green infrastructure/nature-based approaches in combination with modifications to existing infrastructure within the Church Creek drainage basin in West Ashley.

2. Under Phase I (referred to in Article 1 of the Agreement as Task 1), four (4) Project Sites were identified. Preliminary Engineering Design Plans (30%) were prepared for each and advanced through the Design Review Committee. One of the sites, Mowler Drive, is currently under construction under the Phase 2 Change Order. A Phase 3 Change Order advances the remaining three (3) through permitting and bid documentation.

3. This Scope of Work represents Phase IV, V, and VI which includes the following:
   a. Phase IV – Provide design services from concept to bid documentation for components associated with the creation of a neighborhood park at the Bridge Pointe site that fall with the City’s Stormwater Department purview.
   b. Phase V – Provide design services from concept to bid documentation for components associated with the creation of a neighborhood park at the Bridge Pointe site that fall within the City’s Parks Department purview.
   c. Phase VI – Provide construction phase services for the Wolk Drive and Bridge Pointe (base plan only) projects.

4. The following items are excluded from this Scope of Work:
   a. Assessment or remediation of hazardous, radioactive or toxic waste.
   b. Identification, assessment or remediation of hazardous, radioactive or toxic waste.
   c. Environmental sampling (not anticipated)
   d. Archaeological survey
   e. Detailed individual property appraisals or coordination with individual property owners.
f. Meetings other than those identified in the scope of work.
g. Permitting requirements other than those identified in the scope of work.
h. Irrigation design for maintaining plantings

WORK PLAN

**KEY**
City = City of Charleston also known as Owner
Engineer Team = Biohabitats and associated subcontractors
WS = Weston Sampson, Inc.
Wildlands = Wildlands Engineering, Inc.
Wildlands RE = Wildlands Real Estate Services, LLC
SCI = Soil Consultants, Inc
IPWCO = IPW Construction, LLC
PHASE IV - CHURCH CREEK FLOOD STORAGE AND RESILIENCY PROJECT DESIGN DEVELOPMENT, PERMITTING, BID DOCUMENTATION FOR BRIDGE POINTE PHASE 2 STORMWATER COMPONENTS

Phase IV will be considered Additional Services and conducted on a Lump Sum Basis.

The work included in this Phase consists of developing construction drawings and bid documentation for specific components of the Bridge Pointe Ecological Park for which the City's Stormwater Department will assume responsibility. The base plans for the constructed wetlands and site preparation for park features were completed under Phase III of this project.

TASK 1.0 PROJECT COORDINATION
The Engineering team will develop a draft conceptual (10%) plan to facilitate a discussion between the City's Stormwater Department and Parks Department. Features included in this concept plan include fence options, park furnishings (fountains, lights, play features, etc.), picnic tables, and pedestrian crossing options. The team will outline permitting and design requirements, in addition to developing preliminary opinions of cost. The team will attend one (1) meeting with Stormwater and Parks staff to review the draft concept plan and gain concurrence on presented items.

Assumption/Exclusions:
- Meeting shall occur in-person with virtual option available.
- Meeting shall be organized by City Stormwater Staff.

Deliverables for this task include:
- One electronic set of the following materials will be provided: Draft Conceptual Plan (10%), slide deck of potential features, draft meeting minutes, preliminary itemized opinion of costs and final meeting minutes

TASK 2.0 30% CONCEPT DESIGN
The Engineering team will develop 30% Design Drawings for the project. The design will include developing pedestrian crossing details, preliminary anchoring and/or flotation verification computations, schematic utility layouts, fencing and gate details, and a preliminary opinion of cost.

The pedestrian crossings included in the design are:
- Two (2) 5-6 foot wide outer pedestrian crossings
- One (1) 12-15 foot wide crossings for pedestrians and maintenance equipment
- Three (3) 5-6 foot wide inner pedestrian crossings

Design of pedestrian crossings will be developed based on initial feedback from Parks and Stormwater obtained during Task 1.0 of this Phase and where appropriate adhere to ADA compliance guidelines. Preliminary computations will be provided pertaining to anchoring and/or anti-flotation based on site conditions.
Church Creek Flood Storage and Resiliency Project – Contract Amendment 3

Schematic utility layouts will be provided for the following services:
- Water line from 2 Loch Place with meter
- Service lines to water fountain and future proposed Portland loo
- Sewer service stub-out for future connection of proposed Portland loo
- Electrical Connection
- Electrical service to proposed design components

Design details and/or exhibits will be provided for selected fencing and gate option. Design of these features will be developed based on initial feedback from Parks and Stormwater obtained during Task 1.0 of this Phase.

The itemized opinion of costs will be developed for each features included above based on professional judgement and current market conditions. Current market conditions research is understood to include reaching out to potential vendors and contractors to verify costs.

Assumption/Exclusions:
- This task does not include detailed structural design.
- Geotechnical engineering within this scope is limited to providing a boring plan layout. Geotechnical engineering work is included in Phase III services.
- Details and design items developed in Phase V Task 1.0 will be included with the deliverables for this Task.

Deliverables for this task include:
- One electronic set of design drawings to be submitted to the Design Review Committee, a memo documenting design decisions and assumptions, and an itemized opinion of cost. Comments received from the Design Review Committee and City’s Stormwater department will be addressed in the next phase.

TASK 3.0 60% DESIGN DEVELOPMENT
The Engineering team will develop 60% Design Drawings and supporting documentation necessary to submit to the City’s Technical Review Committee (TRC). The design will include the following components pedestrian trail crossings, fencing and gates, picnic tables, and light poles.

The design development of pedestrian trail crossings will include:
- Refinement of Design Details based on comments received in Task 2.0
- Structural Design including footers
- Hydraulic analysis of pedestrian crossings
- Demonstrate ADA Compliance
- Definition of Post-Construction Maintenance
- Refinement of Opinion of Cost
Church Creek Flood Storage and Resiliency Project – Contract Amendment 3

The design development of the fencing and gates, picnic tables, light poles will include:

- Refinement of Design Details and Site Layout based on comments received in Task 2.0
- Definition of Post-Construction Maintenance for each component
- Refinement of itemized Opinion of Cost

The preparation of permitting documents includes:

- Preparation of Design Drawings including Utilities Plan
- Preparation of Design Documentation Report
- Completion of permit applications

Assumption/Exclusions:

- Hydraulic and Hydrologic assessment is limited to hydraulic analysis of pedestrian crossings. Park features are not expected to affect overall site hydraulic and hydrologic performance.
- Geotechnical engineering within this scope is limited to interpretation and incorporation of geotechnical results. Geotechnical engineering work is included in Phase III services.
- Details and design items developed in Phase V Task 2.0 will be included with the deliverables for this Task.
- Coordination with CWS and Dominion Energy is included in this Task.

Deliverables for this task include:

- One electronic set of 60% design drawings to be submitted to the Technical Review Committee, a design documentation report, and an itemized opinion of cost. Comments received from the preliminary review of the Technical Review Committee and City’s Stormwater department will be addressed in the next phase.

TASK 4.0 CONTRACT DOCUMENTS AND BID DOCUMENTATION

The Engineering team will prepare final contract documents and bid documentation for the following components pedestrian trail crossings, fencing and gates, picnic tables, and light poles. This task includes the preparation of final design plans, final design documentation report, construction specification, and bid documents.

The Engineering team will address preliminary review comments from the Technical Review Committee initiated in Task 3.0, in addition to comments received from two additional subsequent reviews.

Assumption/Exclusions:

- This task assumes 2 rounds of review by the Technical Review Committee.
- No additional non-City permitting outside of coordination with CWS and Dominion Energy is expected.
Church Creek Flood Storage and Resiliency Project – Contract Amendment 3

- Hydraulic and Hydrologic assessment is limited to hydraulic analysis of pedestrian crossings. Park features are not expected to affect overall site hydraulic and hydrologic performance.
- Details and design items developed in Phase V Task 3.0 will be included with the deliverables for this Task.
- One round of City Review of the technical specifications and bid tabs is assumed.

**Deliverables for this task include:**

- One electronic set of 90% design drawings to be submitted to the Technical Review Committee, a design documentation report, and an itemized opinion of cost. Comments received from the 1st formal review of the Technical Review Committee and City’s Stormwater department will be addressed.
- One electronic set of 100% design drawings to be submitted to the Technical Review Committee, a design documentation report, and an itemized opinion of cost. Comments received from the 2nd formal review of the Technical Review Committee and City’s Stormwater department will be addressed.
- One electronic set of final contract documents including final design plans, final design report, itemized opinion of cost, bid tabs, and technical specifications.

**TASK 5.0 INTERPRETIVE AND INFORMATIONAL SIGNAGE**

The Engineering team will prepare interpretive and informational signage for the purposes of conveying the ecological benefits of nature based solutions on the site to the public. This task includes the development of draft content for eight (8) distinct interpretive signs, two (2) rounds of review by the City’s staff and project stakeholders, and preparation of final sign graphics for four (4) distinct interpretive signs. The eight distinct signs will consist of four (4) overview signs and four (4) additional signs to highlight unique features or areas within the park. These signs will be illustrative in nature and assumed to be 18” x 24”.

**Assumption/Exclusions:**

- This task assumes that a total of eight (8) distinct signs will be created.
- This task includes design of the signs only. Coordination with manufacturer or vendor is expected to occur during construction.
- Designers will coordinate with the City’s Outreach coordinator in addition to the Project Manager during design.
- Design files necessary for high resolution production will only be provided for final version of the sign. All other submittals will be submitted as pdfs.
- This task does not include the design of stands, mounting, or additional components associated with installation of signs.
- Comments from City staff and project stakeholders will be compiled in one set of markups by the City.

**Deliverables for this task include:**

- One electronic set of draft content for eight (8) distinct signs.
Church Creek Flood Storage and Resiliency Project – Contract Amendment 3

- One electronic set of semi-final draft content for eight (8) distinct signs.
- One electronic set of final content for eight (8) distinct signs including design files necessary for production.

PHASE V - CHURCH CREEK FLOOD STORAGE AND RESILIENCY PROJECT DESIGN DEVELOPMENT, PERMITTING, BID DOCUMENTATION FOR BRIDGE POINTE PARK COMPONENTS

Phase V will be considered Additional Services and conducted on a Lump Sum Basis.

The work included in this Phase consists of developing construction drawings and bid documentation for specific components of the Bridge Pointe Ecological Park for which the City’s Parks Department will assume responsibility. The base plans for the constructed wetlands and site preparation for park features were completed under Phase III of this project.

TASK 1.0 30% CONCEPT DESIGN
The Engineering team will develop 30% Design Drawings for the project for inclusion in comprehensive site plans (Phase IV Task 2.0). The design will include the following components schematic layout for the future Portland Loo, maintenance trail surface conversion, schematic layout of the poured rubber play area, and a preliminary opinion of cost. Design of components will be developed based on initial feedback from Parks and Stormwater obtained during Task 1.0 of this Phase IV and where appropriate adhere to ADA compliance guidelines.

Assumption/Exclusions:
- Design of the Portland Loo and poured rubber play area is limited to defining schematic extents of these features.
- No geotechnical or structural work is included in this task.
- Details and design items developed in this Task will be included in deliverables for Phase IV Task 2.0.

TASK 2.0 60% DESIGN DEVELOPMENT
The Engineering team will develop 60% Design Drawings and supporting documentation for the project for inclusion in comprehensive site plans (Phase IV Task 3.0). The design will include the following refinement of schematic layout for the future Portland Loo and poured rubber play area based on feedback received during DRC review, maintenance trail surface conversion, site furnishings, and an opinion of cost.

Design development of the maintenance trail surface conversions includes:
- Refinement of Material Details
- Finalization of pedestrian trail alignment
- Schematic layout for accommodation of future fitness stations
Church Creek Flood Storage and Resiliency Project – Contract Amendment 3

Design development of site furnishings includes developing site layout, design details, definition of expected post construction maintenance, and opinion of costs for the following items:

- Water Fountain
- Dog Waste Dispenser
- Trash Cans
- Park Signs
- Benches

This task will include the development of a coordination plan for the construction phase to facilitate communication between the contractor and Parks to furnish site furnishings within the fenced playground area.

**Assumption/Exclusions:**

- Design of the Portland Loo and poured rubber play area is limited to refining schematic extents of these features.
- The Engineering team assumes that the Park Department will provide preferred standard details for all site features. These standard details will be modified as needed to account for site conditions.
- No geotechnical or structural work is included in this task.
- Details and design items developed in this Task will be included in deliverables for Phase IV Task 3.0.

**TASK 3.0 CONTRACT DOCUMENTS AND BID DOCUMENTATION**

The Engineering team will prepare final contract documents and bid documentation for the following components maintenance trail conversion, and site furnishings defined in Phase V Task 2.0 above for inclusion in comprehensive site plans (Phase IV Task 4.0). This task includes the preparation of final design plans, final design documentation report, construction specification, and bid documents.

The Engineering team will address preliminary review comments from the Technical Review Committee initiated in Task 3.0 of Phase IV, in addition to comments received from two additional subsequent reviews.

**Assumption/Exclusions:**

- Design of the Portland Loo and poured rubber play area is limited to showing the extents of these features.
- The Engineering team assumes that the Park Department will provide preferred standard details for all site features. These standard details will be modified as needed to account for site conditions.
- No geotechnical or structural work is included in this task.
- This task assumes 2 rounds of review by the Technical Review Committee.
- No additional permitting is expected.
Church Creek Flood Storage and Resiliency Project – Contract Amendment 3

- Details and design items developed in this Task will be included in deliverables for Phase IV Task 4.0.

PHASE VI - CHURCH CREEK FLOOD STORAGE AND RESILIENCY CONSTRUCTION ADMINISTRATION SERVICES

Phase VI will be considered Additional Services. Task 1.0 and 2.0 are assumed to be conducted on a lump sum basis, while Task 3.0 will be conducted on a Time and Materials Basis.

The work included in this Phase consists of construction administration services for the Wolk Drive Site and Bridge Pointe Ecological Park for which the City’s Stormwater Department will assume responsibility.

TASK 1.0 CONSTRUCTION ADMINISTRATION

To ensure compliance with the contract documents developed in Phase III the Engineer Team will:

- Attend a pre-construction meeting with the Contractor, City construction representative, and inspectors.
- Participate in monthly PM check-in conference calls with City and Contractor throughout construction.
- Provide electronic meeting minutes for pre-construction meetings.
- Confirm contractor properly documented pre-construction conditions and post-construction conditions of the construction site and adjacent properties.
- Provide electronic responses to Requests for Information (RFI)
- Provide electronic review of material submission tickets, show drawings, and technical submittals.
- Communicate with the Contractor as required to assure construction conforms with the project’s intent.
- Review and approve payment requests.
- Review and approve change-order requests and change-directives.
- Obtain all necessary Release of Liens from contractor and subcontractors.
- Provide quarterly warranty inspection report and identify necessary corrections 12 months after Substantial completion.

Assumption/Exclusions:

- This scope assumes that the Wolk Drive and Bridge Pointe projects will be bid together resulting in one Contractor and one uninterrupted period of performance.
- This scope assumes that construction will occur subsequent of each other on the Wolk Drive and Bridge Pointe sites and will require only one pre-construction
TASK 2.0 CONSTRUCTION OVERSIGHT

The Engineering Team will oversee the Contractor’s work to ensure all components of the design are constructed in accordance with the contract documents. The Engineering Team will provide qualified individuals to perform construction oversight. Construction oversight will include:

- Up to twelve (12) hours a week of construction oversight for the assumed duration of construction shared among all active sites
- Completion of Inspector Daily Report (IDR) for each site documenting progress, site conditions, equipment on-site, photos with comment, photo log and field directives. (uploaded to the project SharePoint site at the end of each week).
- Substantial completion inspection and punch list for each site
- Final completion inspection for each site
- Up to two (2) warranty completion inspection

Assumption/Exclusions:

- This scope assumes that the Wolk Drive and Bridge Pointe projects will be bid together resulting in one Contractor and one uninterrupted period of performance.
- This scope assumes that construction will occur concurrently for a minimum of 10 weeks on the Wolk Drive and Bridge Pointe projects sites.
- This scope assumes final seeding and planting will occur within the construction schedule.

TASK 3.0 RECORD DRAWINGS

IPWCO, under the direction of Biohabitats, will perform record drawings for both sites to document the final as-built condition. The survey will be conducted and prepared in the manner described below. Final signed sealed electronic copies of all record drawings will be provided to the City.

All surveying will be in accordance with current South Carolina state surveying standards. The work shall be conducted using conventional, GPS, or other accepted land surveying methods. Local benchmark(s) as established by the National Geodetic Survey will be used to establish horizontal and vertical control within the project limits. Horizontal and Vertical datum will be NAD 83 (2011 adjustment) and NAVD 88. The mapping will be drawn and scaled to ground coordinates and tied to SCSPC.

At the time IPWCO performs as-constructed, sometimes referred to as an as-built, or record surveys, IPWCO will obtain field measurements of vertical or horizontal dimensions, or both, of constructed improvements. The constructed improvements located by the survey will be shown
by symbols, notations, or delineations and will be so certified. All plats prepared will meet these minimum technical standards as applicable.

The horizontal or vertical accuracy, or both, shall permit the determination of whether the position of visible constructed improvements encroach upon adjoining properties or whether they are properly placed on the subject property, in rights-of-way, or in easements provided. The vertical accuracy or horizontal accuracy, or both, will be such that it may be determined whether the position of visible improvements is in accordance with the plans or other documents as approved by appropriate jurisdictions.

The IPWCO surveyor who personally prepared or was in responsible charge over the preparation of the as-constructed survey will serial and sign the survey.

**TASK 4.0 WARRANTY INSPECTION**

The purpose of this task is to perform quarterly warranty inspections of each site. The purpose of this inspection is to confirm desired plantings have taken hold in addition to verify the absence of obvious invasive species, erosion, or other significant issues that may require corrective action by the Contractor. Quarterly inspection reports will follow the Church Creek Monitoring and Adaptive Management Plan prepared by The Water Institute dated April 2022.

**Assumption/Exclusions:**
- This scope assumes that based on anticipated construction timeframes that up to six (6) warranty inspections will be performed.
- This scope assumes that no substantive changes to the Church Creek Monitoring and Adaptive Management Plan will be adopted prior to the completion of these inspections.
- This scope does not include corrective actions or any follow-up inspections.

**FEE**

The LUMP SUM FEE to perform the services for all Phases except Phase VI Task 3.0 in accordance with the Scope of Work and Work Plan presented above. Invoices will be prepared and submitted monthly based on the percent of work completed by Task.

The ESTIMATED TIME AND MATERIALS NOT-TO-EXCEED FEE to perform the services for Phase VI, Task 3.0 are in accordance with the Scope of Work and Work Plan presented above. The Engineer Team will obtain prior written approval from the City before performing any work associated with this task. Invoices will be prepared and submitted monthly based on a time and material basis using the hourly rates provided below.
Church Creek Flood Storage and Resiliency Project – Contract Amendment 3

The lump sum and estimated fees are inclusive of labor, reimbursables, materials, and equipment.

<table>
<thead>
<tr>
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<th>Subtask Fee</th>
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**Total Contract Amendment** $375,308.00

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Biohabitats Hourly Rates - 2022

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<td>CADD/GIS Technician</td>
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Biohabitats, Inc
September 8, 2022
AMENDMENT NO. 24
TO THE
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
****
Project: Spring/Fishburne Stormwater Drainage Improvements
Division IV (Phase 5) Pump Station Superstructure Preconstruction Services:
Addition of CCTV Video Monitoring System

INITIAL:
OWNER:
ENGINEER:

This is an Amendment to the Agreement between the City of Charleston (Owner) and Davis & Floyd, Inc. (Engineer) dated March 26, 1999 (hereafter referred to as the Agreement). This said Amendment is effective as of ____________________.

1. Owner and Engineer, in consideration of their mutual covenants as set forth herein, agree to expand the Scope of Work of the Agreement.

Division IV Pump Station Superstructure Preconstruction Services: The Scope of Services set forth as a part of the previously approved Amendment 22 will be expanded to include the design and specification of a Closed-Circuit Television (CCTV) video monitoring system to allow for remote monitoring of the pump station and to enhance site security. Services to support this addition are further described in Engineer’s Proposal for Professional Services dated August 18, 2022.

2. Engineer shall submit to the Owner an itemized statement identifying the individuals that worked on the task, the hourly rate for each Individual and an itemized statement of any reimbursable expenses.

Services provided will be billed on a time and expense basis not to exceed $27,910.00 without written authorization.

3. Owner and Engineer agree to amend Exhibit C, Article 4, C4.01, A.1 of the Agreement to increase the total contract amount to $31,475,506.94 (an increase of $27,910.00).

4. In all other respects, the Agreement remains unmodified and in full force and effect.
City of Charleston
OWNER
By: John J. Tecklenburg
Name: John J. Tecklenburg
Title: Mayor
Address: P.O. Box 652
Charleston, SC 29402

Davis & Floyd, Inc.
ENGINEER
By: Michael V. Horton, PE, CFM, LEED-AP
Name: Michael V. Horton, PE, CFM, LEED-AP
Title: Chief Engineering Officer
Address: P.O. Box 61599
Charleston, SC 29419
August 16, 2022

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

Re: Proposal for Professional Services (Amendment 24)
Division IV (Phase 5) Pump Station Superstructure Preconstruction Services
CCTV Video Monitoring System
D&F Job Number: 30295.00

Dear Mr. Fountain:

Davis & Floyd, Inc. (D&F) is pleased to continue a partnership with the City on the Spring / Fishburne US17 Drainage Improvements. D&F respectfully submits this proposal to add a closed-circuit television (CCTV) video monitoring system to the pump station to improve site security and allow for remote video monitoring of the pump station.

D&F, in coordination with Black & Veatch (B&V), proposes professional services to support the design and specification of this system, for inclusion in the project drawings and specifications to be issued for bidding and award of a contract for the construction of Division IV (Phase 5) – Pump Station Superstructure portion of the Spring / Fishburne Drainage Improvements Project. Description of the services to be provided are further detailed in the attached Scope of Services and other supporting documents.

D&F proposes to provide the services identified above for an amount not-to-exceed $27,910 without written approval as identified in the following table. Services will be invoiced on a time and expense basis in accordance with the standard D&F Schedule of Rates. The proposed fee for services maintains the reduced markup of 5% on work to be provided by B&V.

<table>
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<tr>
<th>D&amp;F</th>
<th>B&amp;V</th>
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<tr>
<td>$3,644.50</td>
<td>$24,265.50</td>
<td>$27,910</td>
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4900 O’Hear Avenue, Suite 100, North Charleston, SC 29405

(843) 554-8600 F: (843) 747-6485
WWW.DAVISFLOYD.COM
We truly appreciate the opportunity to continue offering services to support the City through this important project. Should you have any questions or concerns regarding our proposed scope or fee, please feel free to contact us.

Very truly yours,

DAVIS & FLOYD

Michael V. Horton, PE, CFM
Chief Engineering Officer

Enclosures
   City of Charleston Form of Agreement
   Fee Analysis – Amendment 24
   Scope of Services – CCTV Video Monitoring System
   Major Subconsultant Proposal (CCTV Video Monitoring System) – Black & Veatch
**Exhibit - Estimated Cost Summary Report**

**Project Name:** Spring Fishburne Building and Mechanical Systems: CCTV System  
**D&F Project #:** 030295.00  
**Date:** 8/18/2022

<table>
<thead>
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<th>Description</th>
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<td>B.</td>
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<td>C.</td>
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<td>D.</td>
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<td>E.</td>
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<td>G.</td>
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<td>H.</td>
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**Estimated Cost** $ 27,910.00
SUMMARY OF SCOPE

Davis & Floyd (D|F) will provide professional services to support the City of Charleston in the addition of a closed-circuit television (CCTV) video system for monitoring of the Spring / Fishburne Pump Station.

PROJECT ASSUMPTIONS

This proposal is based upon an anticipated notice to proceed of September 13, 2022 and will require the addition of an additional four (4) weeks to the project schedule (90% deliverable pushed back from 9/9/2022 to 10/11/2022).

TASK A – PROJECT ADMINISTRATION

A.1. Project Administration
   a. This section of work will include administrative tasks to include scheduling, progress monitoring, project records, and correspondence with the City of Charleston.

A.2. Monthly Progress Meeting
   a. D|F will attend an additional monthly progress meeting with the Owner.

A.3. Task A Deliverables
   a. Minutes from additional monthly progress meeting.

TASK B – PERMITTING, CODE REVIEW, AND BASIS OF DESIGN

B.1. CCTV Monitoring System Basis of Design Workshop
   a. D|F will coordinate a design workshop between the Owner and the Project Team to facilitate understanding of the Owner’s goals for the proposed CCTV monitoring system. This workshop will include review of system details (e.g., location(s) of equipment), and preliminary equipment recommendations.

B.2. Technical Memoranda
   a. D|F will update TM-PS-1 and include recommended hardware, software, and preliminary equipment locations for the CCTV system.

B.3. Task B Deliverables
   a. Meeting minutes from CCTV design workshop summarizing the findings and conclusions reached during the workshop.
   b. Updates to TM-PS-1 for review and comment by the Owner, with comments generated by the Owner being addressed and incorporated into the final version of the TM.
TASK C – DESIGN UPDATES

C.1. Electrical Design and Drawings
   a. D|F will provide electrical design included updates to one-line diagrams, electrical plans showing the location of each of the proposed cameras and its power source, and panelboard schedule updates for power supply to remote cameras.

C.2. Instrumentation & Controls Design and Drawings
   a. D|F will provide instrumentation & controls design including updates to the control block diagram

C.3. Technical Specifications
   a. D|F will provide technical specifications supporting the design of the CCTV system to be incorporated into the pump station building/site.

C.4. Task C Deliverables
   a. Electrical Drawings for CCTV system
   b. Instrumentation Drawings for CCTV system
   c. Technical Specifications for CCTV system

(End of Scope of Services)
August 12, 2022

Davis & Floyd, Inc
3229 W. Montague Avenue
North Charleston, SC 29418

Attention: Mr. Michael Putnam, PE

Subject: Spring/Fishburne Phase 5B Pump Station Superstructure (Amend. No. 15)

Dear Mr. Putnam:

Black & Veatch Corporation is pleased to submit this scope of services to Davis & Floyd to provide design phase services for the Spring/Fishburne Phase 5B Pump Station Superstructure Project. As described in the attached Scope of Services, Black & Veatch will be assuming Engineer of Record for Instrumentation, and Electrical for the Closed-Circuit Television (CCTV) Plan and System. The following attachment provides an outline our scope and responsibilities.

Our proposed fee to perform this scope of services is $23,110.00.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,
Black & Veatch

[Signature]

Stephen A. O'Connell, P.G.
Project Manager

Enclosure(s)
Attachment No. 01 – Scope of Services

cc: Mike Horton, P.E. – Davis & Floyd
    Jonathan Ladd, P.E. – Black & Veatch
ATTACHMENT NO. 01 – SCOPE OF SERVICES

Spring/Fishburne Phase 5
Pump Station Superstructure
CCTV Plan and System

PROJECT SUMMARY

This Scope of Services is for work to be performed for the City of Charleston Department of Stormwater Management (Owner) as part of the Spring/Fishburne Drainage Improvements-Division IV (Phase 5) Pump Station Superstructure project. The Owner desires to prepare a plan to design and install a Closed-Circuit Television (CCTV) System to monitor the new Spring/Fishburne Pump Station facility to provide an increased level of security. This Scope of Services defines the work to be performed between Davis & Floyd, Inc. (Engineer) and Black & Veatch (Consultant) on behalf of the Owner for the CCTV Plan and System (Project).

This Scope of Services duration is based upon a start date from authorized Notice to Proceed (scheduled as September 13, 2022). Based on the design schedule provided by Engineer an additional design duration of one (1) month has been assumed.

ENGINEER RESPONSIBILITIES

Engineer shall provide Consultant with the information and data required to implement the design of the CCTV Plan and System.

CONSULTANT SCOPE OF SERVICES

The Consultant shall provide design services of a new CCTV Plan and System for the Spring/Fishburne Pump Station under Phase 5 of the Spring/Fishburne Drainage Improvements-Division IV program.

Task PA-1: Project Administration

Engineer will have primary responsibility for this task. Consultant will provide services as follows:

1.1 Project Administration: Provide administration of this Scope of Services and coordination with Engineer. Coordination with Owner to schedule workshops and review meetings.

1.2 Monthly Progress Meetings: Consultant will attend one (1) monthly progress meetings with the Owner in support of Engineer.

1.3 Project Scheduling: Prepare and monitor (jointly with Engineer) a project schedule to support timely completion of the work.

1.4 Project Information: Provide supporting information to Engineer for the coordination of the project.
Task DR-1: Permitting, Code Review, Basis of Design

Design disciplines, for which the Consultant is responsible, will review the current design with reference to the most recent design standards of practice and/or Codes adopted by the City. Consultant will provide services as follows:

1.1 **Workshop:** The Engineer will coordinate with the Owner to schedule Workshop No. 1, and the Consultant will facilitate Workshop No. 1. The purpose of Workshop No. 1 will be to review and discuss the mission, vision, goals, and objectives for the Project. Owner, Engineer, and Consultant will review and discuss details of the new CCTV Plan and System including Owner defined requirements and desires, and preliminary recommendations by Engineer and Consultant. The findings and conclusions of the workshop will be documented in the form of Draft Meeting Minutes. The Draft Meeting Minutes will be distributed to the Owner and Engineer for review and comment, and the comments received will be incorporated into the Final Meeting Minutes. The Final Meeting Minutes will serve as a general guide for the design and implementation of the CCTV Plan and System.

1.2 **Technical Memoranda:** Coordinate with vendors/manufacturers to identify equipment best suited for the application. Consultant will consider Owner’s past experiences and preferences when selecting vendors/manufacturers. Provide recommended hardware and software for CCTV System. Consultant will update Technical Memorandum (TM-PS-1 and TM-PS-6) summarizing the conceptual design of the CCTV System including proposed vendor/manufacturer and equipment selection, and proposed hardware/software for the Project. The updated TM will be distributed to Owner and Engineer for review and comment. Comments received will be incorporated into the TM.

Task DR-2: Design Updates

Consultant will coordinate and provide design updates to the Spring/Fishburne Phase 5 Pump Station Superstructure design drawings and specifications for the installation and construction of the CCTV plan and system.

Consultant will provide services as follows:

2.1 **Electrical Design and Drawings:** Provide Electrical Design including updates to one-lines, electrical plans showing location of each camera and power source, and panel schedule updates for power supply to remote cameras.

2.2 **Instrumentation & Controls Design and Drawings:** Provide Instrumentation & Controls Design including updates to the control block diagram.

2.3 **Technical Specifications:** Provide design and technical specification updates as necessary for equipment and facilities to those areas of design assigned to Consultant in this Task.

2.4 **Project Requirement Specification:** Identify and provide Engineer with updates to the Project
Requirements Specification pertaining to areas of the design updates assigned to Consultant in this Task.

Design updates for the CCTV Plan and System will be incorporated during detailed design level 3 (90%) of the Spring/Fishburne Phase 5 Pump Station Superstructure project. Level 3 design drawings and specifications will be submitted to Owner and Engineer for review and comment.

SUPPLEMENTAL SERVICES

The following items are not included in the scope of services but can be added as supplemental services:

1. Changes in the general scope, extent, or character of the project, including, but not limited to:
   a. Changes in size or complexity.
   b. Owner’s schedule, design, or character of construction.
   c. Method of financing.
   d. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond Engineer’s control.
   e. Extension of Study, Permitting, Procurement, Bidding, or Construction Phase Services to incorporate long-term capital equipment replacement in excess of the Scope of Services identified above.