October 13, 2020
4:30 p.m.
Conference Call:
1-929-205-6099
Access Code: 300611887

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilwoman Delcioppo

2. Approval of Minutes:

   September 8, 2020

3. Bids and Purchases

4. Budget Finance and Revenue Collections: Year 2020 Amendment to General Fund and Enterprise Funds Expenditure Budget [Ordinance]

5. Budget Finance and Revenue Collections: Year 2020 Amendment to General Fund and Enterprise Funds Revenue Budget [Ordinance]

6. Fire Department: Approval to accept the HMEP grant in the amount of $10,500 for the Charleston FD Haz-Mat Team to attend specialized training. A 20% in-kind match is required for this grant. Salaries of personnel attending classes will be used as the match.

7. Fire Department: Approval to accept the DHEC grant amendment in the amount of $603,362.50 for the Lowcountry Healthcare Coalition to support the Charleston Fire Dept. to purchase Drive Through RX/Vaccination Shelter Trailers. A 20% in-kind match is requested. The grant is being increased by $378,092.

8. Mayor's Office for Children, Youth, and Families: Approval to apply to the Cities Financial Empowerment Fund to initiate a Bank On Initiative in Charleston in the amount of $5,000 to provide financial resources and banking resources to un/underbanked individuals. There is no match or fiscal impact associated with this grant.

9. Police Department: Approval to accept the 2020 Justice Assistance Grant for $27,875 to fund overtime costs for the CIU and training related to police-mental health collaboration. There is no match required for this grant. *(See also City Council Agenda – Public Hearing Item #E-1).*

10. Police Department: Approve a MOU between CPD and FBI regarding CPD's participation on the FBI's Joint Terrorism Task Force and Cost Reimbursement Agreement wherein subject to availability of required funding FBI will reimburse CPD for overtime payments made to officers assigned to and working on JTTF matters.

11. Stormwater Management: Approval to accept the National Fish and Wildlife Foundation (NFWF) Grant for the Church Creek Habitat Restoration and Flood Protection Project. The grant

implements nature-based solutions and green infrastructure to protect critical infrastructure in and around the Church Creek Basin, promote community resilience around the base and in surrounding communities, and enhance ecosystem services and hydrological function. The project will complete 33 acres of floodplain restoration, 2.5 miles of instream restoration, 28.5 acres of land restoration, and 29.5 acres of wetland restoration. Federal Funds - $1,345,000; Local Match - $1,354,825. Matching funds of $1,354,825 are budgeted in the Drainage Fund ($1,338,284) and In-Kind Local Donations ($16,541).

12. Stormwater Management: Approval of Huger-King Street Drainage Improvements Memorandum of Agreement with Charleston Water Systems (CWS) by which CWS agrees to reimburse at 100% the costs of all construction items associated with the relocation of lateral and longitudinal water and sanitary sewer conflicts and the replacement of existing water main infrastructure with in project area. CWS will also be responsible for all engineering and design service costs associated with the preparation of plans and specification of the utility work.

13. Parks-Capital Projects: Approval of a contract with Demolition Environmental Company, LLC in the amount of $131,025.88 for the disassembly of the base of the Calhoun Statue at Marion Square. The funding source for this project is 2019 General Fund Reserves.

14. Parks-Capital Projects: Approval of a Professional Services contract with Bennett Preservation Engineering, PC, in the amount of $89,355 for engineering services related to the partial removal and preservation of the St. Julian Devine Community Center Smoke Stacks. Approval of this engineering contract will obligate $89,355 of the project budget $3,146,883. Funding sources for this project are: 2015 General Fund Reserves ($250,000) 2018 General Fund Reserves ($400,000), Cooper River Bridge TIF ($2,340,000), and Charleston Parks Conservancy Contribution ($156,883). ***(The Professional Services Contract may be amended based on the City Council Workshop held on October 7, 2020.)***

15. Parks-Capital Projects: Approval of a Construction Contract with Demolition Environmental Company, LLC (DECO) in the amount of $485,990 for the partial demolition, removal and preservation of the twin smoke stacks located at the St. Julian Devine Community Center. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than $40,000, to the extent contingency funds exist in the Council Approved Budget. Approval of this Construction Contract will obligate $485,990 of the project budget $3,146,883. Funding sources for this project are: 2015 General Fund Reserves ($250,000), 2018 General Fund Reserves ($400,000), Cooper River Bridge TIF ($2,340,000), and Charleston Parks Conservancy Contribution ($156,883).

16. The Committee on Real Estate (Meeting was held on Monday, October 12, 2020 at 3:00 p.m., Conference Call: 1-929-205-6099; Access Code: 835 678 884) ***(Meeting start times may be delayed due to prior meetings still in progress.)***

a. Approval of the Consent and Third Amendment to Lease Agreement between the City and Ecovest-East Shed Development, LLC, which amends certain terms of the Master Lease Agreement executed by the City and Ecovest-East Shed Development, LLC, on October 9, 2020, and provides for approval by the City of a new subtenant for Ecovest-East Shed Development, LLC, as required under the terms of the Master Lease Agreement. [Ordinance] ***(Consent and Third Amendment to Lease Agreement will be sent under separate cover by the Real Estate Department.)***

b. Approval of a Lease of a single City parking space on Cone Street for continued use to house a trash dumpster for nearby businesses. The property is owned by the City of Charleston. (Cone Street; Part of TMS# 458-09-02-068)

c. Discussion regarding archeological ordinance *(Requested by Councilmember Peter Shahid)*

d. Discussion regarding donut holes *(Requested by Councilmember Peter Shahid)*

e. Consider the following annexations:

(i) 1824 Sandcroft Dr (TMS# 353-14-00-220) 0.23 acre, West Ashley (District 7). The property is owned by Jack and Samantha Reipke.

(ii) Property on Wappoo Road (TMS# 350-14-00-086) 0.38 acre, West Ashley (District 5). The property is owned by Joshua Brandner and Dan Tollens.

f. Update from Ernest Andrade, Executive Director, Charleston Digital Corridor

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.

3a.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Wes Ratterree **DEPT.** Information Technology

SUBJECT: FLEET TRACKING AND ROUTE MANAGEMENT SYSTEM

REQUEST: APPROVAL TO PURCHASE NEW FLEET TRACKING AND ROUTE MANAGEMENT SYSTEM. NATIONAL HGACBUY CONTRACT #: FL03-19

COMMITTEE OF COUNCIL: Ways & Means **DATE:** October 13, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	X			X
Procurement	X			X

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

If yes, provide the following: Dept./Div.: IT Account #: 161000-52206 161000-52740

Balance in Account $289,653.36 $123,398.58 Amount needed for this item $29,100.00 $36,870.34

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

NOTES: Routeware is a cloud-based fleet tracking and route management system that would replace the current in-truck navigation system used by Environmental Services. The system provides better back office reporting, analytics and dashboards aimed at improving driver productivity. The system also adds cameras for capturing proof of service evidence and can expand to use fork sensors or RFID readers in the future.

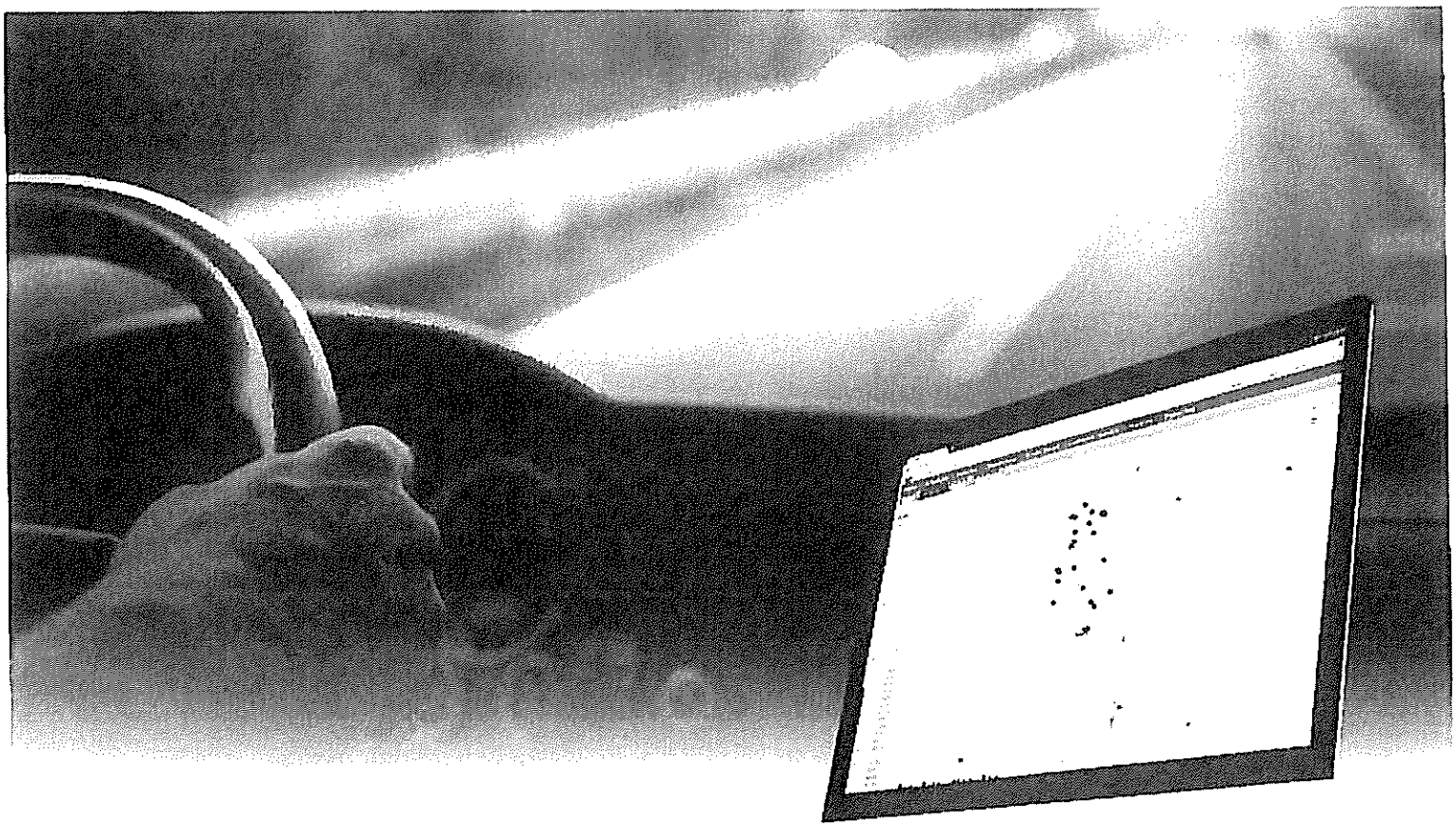
CFO's Signature: Dept CFO for Amy Wharton, CFO

FISCAL IMPACT:

Mayor's Signature: _____

John J. Tecklenburg, Mayor

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



ROUTEWARE®

Proposal for City of Charleston

Prepared by Jim Farkas
jfarkas@routeware.com | (503) 906-8514

www.routeware.com

Sales Contact: Jim Farkas
Phone: (503) 906-8514
Email: jfarkas@routeware.com

Date: September 15, 2020
Order Expires: October 14, 2020

Order # 2610-R13

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to City of Charleston is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware, Inc. The recipient of this document agrees to inform present and future employees of City of Charleston who view or have access to its content of its confidential nature.

The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and is available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware, Inc.'s express written consent.

Routeware retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT.

16525 SW 72nd Ave. Portland, OR 97224 • Office: 503.906.8500 • Fax: 503.906.8544

Sales Contact: Jim Farkas
Phone: (503) 906-8514
Email: jfarkas@routeware.com

Date: September 15, 2020
Order Expires: October 14, 2020

Order # 2610-R13

Customer:
City of Charleston
2150 Milford Street
Charleston, SC 29405

Contact: *Matt Alltop*
Phone: *(843) 513-4899*
Email: *alltopm@charleston-sc.gov*

Ship to: **City of Charleston**
2150 Milford Street
Charleston, SC 29405

HARDWARE

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
KIT-TABLET-RD10-100-W	Regular Duty Tablet 10" with Full Install Kit (Windows)	20	$950.00	$19,000.00
KIT-PROX-HD-100	Proximity Switch for Windows	4	$105.00	$420.00
KIT-CAMERA-200-MDVR2	Camera Controller (Camera Not Included)	20	$475.00	$9,500.00
KIT-CAMERA-200-STANDARD	Standard HD Camera for Camera Controller with Cable	20	$90.00	$1,800.00
KIT-CAMERA-200-WIN-POWER	Camera Power Kit for Windows Tablet	20	$30.00	$600.00
KIT-CAMERA-200-WIN-CON-RD	Camera Connector Kit for Regular Duty Windows	20	$61.30	$1,226.00
7-110-A	Monitor for Camera Controller	2	$40.00	$80.00
KIT-BASIC-100-USD	Basic Heavy Duty Vehicle (HDV) Modem	5	$170.00	$850.00
KIT-BASICP-100	Basic Plus, Proximity Sensor and Cabling	5	$70.00	$350.00
			Hardware Total:	**$33,826.00**

SERVICES

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
Prof Svs - PM&T	Project Management and Training	1	$10,000.00	$10,000.00
Prof Svs - Interf1	Software Interface (Level 1)	1	$5,000.00	$5,000.00
Prof Svs - Vehicle Inst	Vehicle Installation	20	$300.00	$6,000.00
Prof Svs - Camera Sys Inst	Camera System Installation	20	$300.00	$6,000.00
Prof Svs - Prox Inst	Prox Switch Installation	4	$150.00	$600.00
Prof Svs - Basic + Inst	Basic Plus, Unit Installation	5	$300.00	$1,500.00
			Services Total:	**$29,100.00**

Order Total: **$62,926.00**
Deposit: **16,913.00**

Payment Terms:
Hardware & Software: 100% due upon execution of order and prior to shipment
Services: Due 10 days from invoice date
Monthly Fees: Due quarterly in advance per support plan terms and conditions

The City of Charleston to provide data from the RouteSmart system as a CSV file.
The attached spreadsheet lists which fields are required.
All required fields must be sent over in the periodic CSV file.

HGAC contract number: FL03 19 | Code: G06

16525 SW 72nd Ave. Portland, OR 97224 • Office: 503.906.8500 • Fax: 503.906.8544

Sales Contact: Jim Farkas
Phone: (503) 906-8514
Email: jfarkas@routeware.com

Date: September 15, 2020
Order Expires: October 14, 2020

Order # 2610-R13

	Qty	Price	Monthly	
Cloud Hosting	1	599.00	599.00	
Monthly Service Fee	20	154.00	3,080.00	
Picture Service Fee	20	35.00	700.00	
Auto Pickup System Fee	4	20.00	80.00	
Cellular Data Charge (RD)	20	15.00	300.00	
RouteMaker Support - Annual	1	5,975.00	497.92	
Interface Support - Annual	1	950.00	79.17	
Basic Plus, Service Fee	5	27.99	139.95	
Basic Plus, Custom Input Event One	5	12.00	60.00	
			$5,536.04	**Total per month**

Monthly Fees include the following:

1. CPU support
2. Monitor support
3. Camera support
4. Modem support
5. Cabling support
6. One-year warranty on hardware
7. Troubleshooting software in the vehicle
8. Troubleshooting the back office server
9. Routinely updating software in the vehicle with patches and fixes
10. Routinely updating software on the server with patches and fixes
11. Troubleshooting and monitoring the cellular network
12. Providing new functionality to vehicle software at no additional cost
13. Providing new functionality to back office software at no additional cost
14. Providing phone support
15. Imaging hardware with software
16. Performing hardware warranty work (for hardware purchased from Routeware)
17. Years of continuing research on the type of hardware that customers should purchase
18. Supporting and troubleshooting the RMS/billing interface
19. Consulting about best practices in waste fleet automation

This Order and all products and services herein are subject to and limited to the terms and conditions contained in Routeware's Master Terms located at http://www.routeware.com/Clients. Any purchase orders issued in response to this Order, will be deemed acceptance of such terms and any acknowledgement Routeware issues is expressly conditioned on such acceptance.

http://www.routeware.com/Clients Username: routeware *Password: RWClient1!*

Order commitment is for 60 months of service.
Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.
This system requires a specific server to operate Routeware software, which may need to be purchased separately.
This system requires cellular connectivity for each vehicle which may need to be purchased separately.
If route sequencing by Routeware is a requirement, additional professional services fees may apply.
On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware.
Any lapse in support voids perpetual license.
Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

16525 SW 72nd Ave. Portland, OR 97224 • Office: 503.906.8500 • Fax: 503.906.8544

Sales Contact: Jim Farkas
Phone: (503) 906-8514
Email: jfarkas@routeware.com

Date: September 15, 2020
Order Expires: October 14, 2020

Order # 2610-R13

I authorize this purchase subject to the terms and conditions of the Master Terms.

City of Charleston

Signature	Title
Name (Printed)	Date

Routeware, Inc.

Signature	Title
Name (Printed)	Date

16525 SW 72nd Ave, Portland, OR 97224 • Office: 503.906.8500 • Fax: 503.906.8544

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	FL03-19	Date Prepared:	9/16/2020

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly

Buying Agency:	City of Charleston, SC	Contractor:	Routeware Inc
Contact Person:	Matt Alltop	Prepared By:	Tracey Mason
Phone:	843-513-4899	Phone:	503-906-8564
Fax:		Fax:	503-906-8544
Email:	alltopm@charleston-sc.gov	Email:	accountspayable@routeware.com
Catalog / Price Sheet Name:	Routeware Premium G06 Subscription Pricing		
General Description of Product:			

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
21	Regular Duty Tablet - Class 2 (On-board computer, Mounting Cradle & Accessories)	900	18,900.00
4	Regular & Heavy Duty Tablet Proximity Switch	100	400.00
5	Basic PLUS Proximity Sensor and Cabling	70	350.00
5	Basic PLUS Unit Installation Per Vehicle	150	750.00
1	PM&T - Package 1 (Project Management, Server SW Install, Training)	10000	10,000.00
1	Third Party Software Interface - Level 1	5000	5,000.00
21	Vehicle Installation (Per Vehicle)	275	5,775.00
21	Camera Installation (Per Vehicle)	200	4,200.00
21	Subscription Fee (12 months)	1848	38,808.00
21	Camera System Fee (12 months)	420	8,820.00
1	Cloud Hosting (12 months)	7188	7,188.00
1	Third Party Software Interface - Level 1 Support (Annual)	950	950.00
1	RouteMaker Support (Annual)	5975	5,975.00
5	Basic PLUS Customer Input Event One (Annual)	144	720.00
21	Cellular Data Charge Per vehicle - RD (Annual)	180	3,780.00
		Total From Other Sheets, If Any:	-
		Subtotal A:	111,616.00

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note Unpublished Items are any which were not submitted and priced in contractor's bid)

Quan	Description	Unit Pr	Total
4	Proximity Switch Installation	150	600.00
4	Auto Pickup System Fee (12 months)	240	960.00
5	Differential for Basic PLUS Unit Installation Per Vehicle	150	750.00
21	Differential for Camera Installation	100	2,100.00
21	Differential for Vehicle Installation	25	525.00
5	Basic Heavy Duty Vehicle Modem	170	850.00
5	Basic PLUS Service Fee	335.88	1,679.40
21	Differential for RD Tablet Class 2	50	1,050.00
4	Differential for RD Tablet Proximity Switch	5	20.00
21	Standard HD Camera for Camera Controller with Cable	90	1,890.00
21	Camera for Power Kit for Windows Tablet	30	630.00
21	Camera Connector Kit for RD Windows	61.3	1,287.30
2	Monitor for Camera Controller	40	80.00
21	Camera Controller (Camera not included)	475	9,975.00
		Total From Other Sheets, If Any:	
		Subtotal B:	22,396.70

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B)	For this transaction the percentage is:	20%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Subtotal C:	0

Delivery Date:	TBD	**D. Total Purchase Price (A+B+C):**	134,012.70

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: R. Keith Benjamin DEPT. Traffic & Transportation

SUBJECT: ON-CALL ITS MAINTENANCE AND INSTALLATION

REQUEST: Approval to contract for On-Call ITS Maintenance and Installation Services with the following two firms: Precision Contracting Services and Sierras Construction. Solicitation #20-B025R.

COMMITTEE OF COUNCIL: Ways & Means DATE: October 13, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Traffic & Transportation	☒	☐		☐
Procurement Director	☒	☐		☐

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

If yes, provide the following: Dept./Div.: 230000 Account #: 52066 & 52962 ELC

Balance in Account [redacted] Amount needed for this item $350,000.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: [signature], Deputy CFO for Amy Wheeler, CFO

FISCAL IMPACT: Funding will come from the SCDOT Signal Maintenance Agreement. $425,000 budgeted in SCDOT Signal Fund for all services - will extend beyond fiscal year.

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

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

BID TABULATION SHEET
CITY OF CHARLESTON
Charleston, South Carolina

Page _____

Traffic & Transportation

DATE: JULY 28, 2015

SOL.# 15-B023R

BUYER: ROBIN B. ROBINSON

ON-CALL ITS MAINTENANCE & INSTALLATION

	BIDDER	BIDDER	BIDDER	BIDDER
COMPANY NAME	Precision Contracting Services, Inc.	Sierras Construction	Walker Brothers	
COMPANY REP./ EMAIL	Sara Boyd bboyd@pcsfiber.com	Carlos Martinez	Tommy Walker	
PHONE NUMBER	561-743-9737	875-1500	803-359-2839	
FAX NUMBER	561-743-0775	875-1510	803-359-6484	
MINORITY	NO	YES	NO	

QTY	DESCRIPTION	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
		Met	Maximum	Met	Maximum				
			Prices		Prices				
	TOTAL						Non-Responsive		

COMMENTS:

BUYER: [signature]

WITNESS: Chenette Singleton

On-Call ITS Scope of Work

PROJECT DESCRIPTION

Scope – This is a "fixed price service" contract for the installation, repair, modification, maintenance, and/or replacement of Intelligent Transportation System Elements throughout the City of Charleston. The Contractor will perform all work covered by this contract.

Pricing Structure – The City of Charleston is modeling their price structure base on SCDOT's established maximum allowed cost for performing work described in the schedule of payment (see pages 101 - 109). Any Contractor can bid a price that is lower than the maximum allowed price. No prices that are in excess of the maximum allowed will be considered.

Contract Structure – There may be more than one Contractor on this contract. Any licensed, qualified General Contractor (2U) who agrees to the pricing structure as stated in Pricing Structure for the work described, or who submits a lower bid than the established price will be added to the contract. At any future date within the time frame of the contract, a licensed, qualified General Contractor (2U) who is not currently on the contract may be added upon request and agreement with the pricing structure. The City will select Contractors from the contract to perform work described. Lower pricing may effect Contractor selection.

Work Order System - Site. From time to time, the City's FTS Manager II or his designee will issue an ITS work order. It will give the location of the site and contain a list of the work required.

Right of Refusal – The Contractor may refuse a work order without prejudice within 24 hours of notification. Non-response or no show is considered to be a refusal of the work order. However, if the Contractor refuses Three (3) work orders with in a 12 month time period, that Contractor will be removed from the contract and the on-call list. That Contractor may apply for reinstatement to the contract by submitting in writing that request showing cause that they are able to accept work orders and perform work as directed. The Contractor may be reinstated at the discretion of the City.

Removal of Cause – The City reserves the right to remove a Contractor from the contract at any time due to faulty work, failure to complete work on time, three (3) denials of work orders, or any reason deemed to be in the interest of the City.

Payment - After completion of each work order and inspection/acceptance by the City, the Contractor shall submit an invoice for payment using the contract line items. Each work order shall be paid upon acceptance. Invoices shall be electronically sent to the appropriate staff located within the ITS Field Operations Office no later than the 16th of every month. Delinquency in invoice delivery may affect future work request. An original invoice shall be mailed to the City's Accounts Payable Office at PO Box 853, Charleston, SC 29402-0853.

Contractor's and SubContractor's Insurance – Insurance in the amount prescribed in the Insurance Requirements is required for any Contractor and/or Sub-Contractor on this contract.

GENERAL PROVISIONS

All work under this contract shall be performed under: The South Carolina Department of Transportation Standard Specifications for Highways Construction, latest edition; the Special and General Provisions; the South Carolina Manual on Uniform Traffic Control Devices for Streets and Highways, latest version and the Plans.

All procedures, activities and work under this contract shall be performed under the specifications listed in this contract.

All work in this contract will be paid according to the line item prices given for each item.

CODES, LICENSES & ABILITIES

All work shall be done in a workmanlike manner to meet the highest industry standards, all in accordance with the requirements of the latest editions of the National Electrical Code (NEC), National Electrical Safety Code (NESC), the Illuminating Engineering Society (IES), American National Standards Institute (ANSI), National Electrical Manufacturer's Association (NEMA) and the regulations and standards of the local power company.

The following supplements Section 102.1 (which can be found in SCDOT Standard Specifications For Highway Construction 2007). The contracting firm responsible for the performance of the work covered by these Special Provisions, **must be licensed as a General Contractor with a Classification of Public Electrical Utility (2U) by the SC Licensing Board For Contractors, and possess all other Sub- classifications and Licensing as required by the SC LLR.** Documentation of properly trained personnel for exothermic welding is required for all personnel performing exothermic welding. A copy of the documentation for exothermic welding shall be submitted to the City.

QUANTITY LIST

This is an open quantity service contract and the exact quantity of work is unknown. **The City reserves the right to increase or decrease quantities as needed.** The quantities listed in the bid are for the purpose of establishing unit prices, which will then be paid for work performed under this contract.

Attached are quantity lists for equipment to be furnished and installed by the Contractor and equipment to be supplied by the City and installed by the Contractor. This lists the major equipment and materials that have been previously purchased and will be furnished to the Contractor for this contract.

PROJECT SPECIFICATIONS

Attached to and made a part of these special provisions are the ITS project specifications for this contract.

SUPPLEMENTAL SPECIFICATIONS

Attached to and made a part of these special provisions are the detailed supplemental specifications for traffic control signals.

SPECIAL INSTRUCTIONS TO CONTRACTOR

The plans for each work order are schematic in nature showing what is generally expected. The Contractor must devise/refine the final details working within the supplemental specifications, the design details, the standards and with the City. Any deviation from the plans must be approved by the ITS FTS Manager II.

At the completion of each work order, all ITS Elements shall be complete and operational to the satisfaction of the City.

PRICES AND ESTIMATED QUANTITIES

Line Item	QTY	UM	Bid Price	Max. Price	Description	Totals Based on Max Price
1	25	EA		$566.50	Mobilization per work order	$14,162.50
2	10	EA		$412.00	Traffic control per day non interstate	$4,120.00
3	5	EA		$515.00	Traffic control per night time non interstate	$2,575.00
4	10,000	LF		$5.15	F/I 2" HDPE roll pipe SCH 80/SDR11 to include 1-2" pipe less than 5000' trenched/plowed	$51,500.00
5	25,000	LF		$4.64	F/I 2" HDPE roll pipe SCH 80/SDR11 to include 1-2" pipe greater than 5000' trenched/plowed	$116,000.00
6	2,000	LF		$1.60	F/I 2" HDPE Additional roll pipe SCH 80/SDR11 1-2" addition for trench/plowed/bore	$3,200.00
7	500	LF		$20.60	F/I 2" HDPE roll pipe SCH 80/SDR11 to include 1-2" pipe Rock Trench	$10,300.00
8	200	LF		$51.50	F/I 2" HDPE directional rock bore SCH 80/SDR11 to include 1-2" pipes	$10,300.00
9	1,000	LF		$12.36	F/I 2" HDPE directional bore SCH 80/SDR11 to include 1-2" pipe greater than 1000'	$12,360.00
10	5,000	LF		$16.48	F/I 2" HDPE directional bore SCH 80/SDR11 to include 1-2" pipe less than 1000'	$82,400.00
11	50	LF		$12.88	F/I 2" Gal Ridged conduit 1-2" pipe trenched/riser	$644.00

12	1,500	LF		$39.14	F/I 2" Gal Ridged conduit to include 1-2" conduit with stainless bridge attachment and hardware	$58,710.00
13	2,500	LF		$10.08	F/I 2" SCH 80 PVC trenched/ riser	$25,200.00
14	1,500	LF		$7.21	F/I 1" SCH 80 PVC trenched/ riser	$10,815.00
15	5,000	LF		$0.58	F/I Detectable mule tape in existing conduit	$2,900.00
16	25,000	LF		$0.32	F/I Detectable mule tape in new conduit with fiber	$8,000.00
17	5,000	LF		$0.37	Install Detectable mule tape in existing conduit	$1,850.00
18	48	EA		$26.52	FO Fusion splicing < 24	$1,272.96
19	96	EA		$18.54	FO Fusion splicing < 144	$1,779.84
20	144	EA		$12.36	FO Fusion splicing > 144	$1,779.84
21	12	EA		$3.09	Install splice trays/coupler panels	$37.08
22	5	EA		$103.00	Install FO splice closure only	$515.00
23	6	EA		$43.26	F/I coupler panel, 6 fiber, SM, ST (CCH-CP06P-19)	$259.56
24	2	EA		$309.00	F/I FO splice tray housing rack max 144 fiber (CSH-03U)	$618.00
25	6	EA		$61.80	F/I FO splice tray, fusion heat shrink 12 fiber (M67-048)	$370.80
26	6	EA		$16.48	F/I FO jumper, SM, ST, LC 6'	$98.88
27	12	EA		$10.30	F/I pigtail, SM, ST, 3'	$123.60
28	6	EA		$12.36	F/I jumper, SM, ST, 3'	$74.16

29	2	EA		$51.50	Install term cabinet, wall or rack	$103.00
30	6	EA		$51.50	LT FO cable prep up to 72	$309.00
31	12	EA		$61.80	LT FO cable prep greater than 96	$741.60
32	2	EA		$360.50	F/I splice enclosure 48 strand fiber (2178S)	$721.00
33	4	EA		$463.50	F/I splice enclosure 96 strand fiber (2178L w/ Exp)	$1,854.00
34	6	EA		$515.00	F/I splice enclosure 144 strand fiber (2178LL w/2181 Exp)	$3,090.00
35	4	EA		$41.20	F/I fiber trays, fusion HS, slant (2523t w/ 2524I)	$164.80
36	2	EA		$51.50	F/I aerial FOSC mounting brackets (2183)	$103.00
37	144	EA		$10.30	LSPM test (any wave)	$1,483.20
38	72	EA		$5.67	OTDR testing (any wave) up to 72	$408.24
39	1440	EA		$4.12	OTDR testing (any wave) > 144	$5,932.80
40	144	EA		$10.30	OTDR reel test (any wave) up to 72	$1,483.20
41	864	EA		$8.24	OTDR reel test (any wave) > 144	$7,119.36
42	6000	LF		$1.03	Install SMF in new duct less than 12,000'	$6,180.00
43	30000	LF		$.93	Install SMF in new duct greater than 12,000'	$27,900.00
44	10000	LF		$1.55	Install SMF in existing duct less than 12,000'	$15,500.00
45	15000	LF		$1.44	Install SMF in existing duct greater than 12,000'	$21,600.00
46	10000	LF		$1.65	Install SMF lashed to messenger less than 12,000'	$16,500.00

47	5000	LF		$1.55	Install SMF lashed to messenger greater than 12,000'	$7,750.00
48	5000	LF		$1.85	Install SMF over lashed to messenger with existing cables	$9,250.00
49	10000	LF		$1.65	Remove existing fiber from existing duct for salvage and reuse	$16,500.00
50	20000	LF		$.77	Remove existing fiber from existing duct for disposal	$15,400.00
51	2	EA		$154.50	Install snow shoes per set	$309.00
52	15000	LF		$2.58	F/I ¼" Galva steel cable with hardware for messenger	$38,700.00
53	5	EA		$231.75	F/I back guy for wood pole including cable, anchor, hardware, and ground	$1,158.75
54	5	EA		$257.50	F/I sidewalk guy for wood pole including cable, anchor, hardware, and ground	$1,287.50
55	3	EA		$154.50	F/I Aerial guy including all hardware and cable	$463.50
56	25	EA		$360.50	F/I 30' wood pole	$9,012.50
57	5	EA		$257.50	Install 30' , 35' or 40' wood pole	$1,287.50
58	5	EA		$206.00	Remove 30', 35' or 40' wood pole including fill	$1,030.00
59	10	EA		$412.00	F/I 35' wood pole	$4,120.00
60	5	EA		$463.50	F/I 40' wood pole	$2,317.50
61	2	EA		$7416.00	F/I 60' concrete pole	$14,832.00
62	12	EA		$1854.00	Install 60' concrete pole	$22,248.00
63	5	EA		$1545.00	Remove 60' concrete pole including fill	$7,725.00

64	1	EA		$9270.00	F/I 80' concrete pole	$9,270.00
65	1	EA		$2,060.00	Install 80' concrete pole	$2,060.00
66	1	EA		$1,854.00	Remove 80' concrete pole	$1,854.00
67	8	EA		$412.00	Install 40' concrete pole	$3,296.00
68	5	EA		$309.00	Remove 40' concrete pole including fill	$1,545.00
69	10	EA		$566.50	Remove lowering device on existing erected pole	$5,665.00
70	10	EA		$592.25	Install lowering device on existing erected pole	$5,922.50
71	5	EA		$772.50	remove and install lowering device on existing erected pole	$3,862.50
72	2	EA		$4,944.00	F/I CLS lowering device on non-erected pole	$9,888.00
73	2	EA		$6,180.00	F/I MOOG lowering device on non-erected pole	$12,360.00
74	12	EA		$206.00	Install lowering device non erected pole	$2,472.00
75	10	EA		$1,236.00	F/I service box	$12,360.00
76	50	EA		$515.00	Install service box	$25,750.00
77	10	EA		$927.00	F/I pull box	$9,270.00
78	20	EA		$412.00	Install pull box	$8,240.00
79	10	EA		$504.70	F/I 100 AMP electrical service on wood or concrete pole overhead	$5,047.00
80	5	EA		$319.30	F/I 100 AMP electrical service on pedestal underground	$1,596.50
81	1	EA		$566.50	F/I 200 AMP electrical service on concrete or wood pole overhead	$566.50
82	1	EA		$412.00	F/I 200 AMP electrical service on pedestal underground	$412.00

83	6000	LF		$0.52	Install #10, 6, 4, or 2 THHN in duct (length of pull not length of cable)	$3,120.00
84	2500	LF		$.93	Install 1/0, 2/0, 3/0, or 4/0 THHN in duct (length of pull not length of cable)	$2,325.00
85	500	LF		$1.55	Install 300 or 350 MCM in duct (length of pull not length of cable)	$775.00
86	100	EA		$30.90	F/I additional ground rod 5/8" X 8'	$3,090.00
87	200	LF		$1.03	Install additional #4 ground wire 7 strand bare	$206.00
88	100	EA		$20.60	F/I additional exothermic weld for 5/8" ground rods and #4 or 6 wire	$2,060.00
89	20	EA		$133.90	F/I lentil for disconnect	$2,678.00
90	10	EA		$77.25	Install lentil for disconnect	$772.50
91	10	EA		$154.50	F/I 100AMP disconnect	$1,545.00
92	2	EA		$231.75	F/I 200AMP disconnect	$463.50
93	2	EA		$824.00	F/I poured in place cabinet base for 332 cabinet	$1,648.00
94	50	EA		$515.00	Furnish pre Fab cabinet concrete base for 322 cabinet	$25,750.00
95	50	EA		$309.00	Install pre Fab cabinet base	$15,450.00
96	50	EA		$206.00	Install 332 cabinet	$10,300.00
97	5	EA		$231.75	Install 336 cabinet on pole	$1,158.75
98	5	EA		$82.40	Remove 332 cabinet	$412.00
99	2	EA		$77.25	Remove 336 Cabinet	$154.50
100	5	EA		$283.25	Remove pre fab concrete cabinet base and fill dirt	$1,416.25

101	1	EA		$1030.00	F/I stainless pull box for bridge with hubs and hardware	$1,030.00
102	100	SF		$10.33	F/I concrete sidewalk 4" uniform per sq. ft.	$1,033.00
103	100	SF		$5.15	Remove 4" uniform sidewalk per sq. ft.	$515.00
104	100	LF		$7.21	Saw cut concrete up to 6" depth per ft.	$721.00
105	100	LF		$6.70	Saw cut ASPH up to 6" depth per ft.	$670.00
106	50	EA		$154.50	Disposal of concrete and concrete poles per ton	$7,725.00
107	20	HR		$15.45	Portable light plant / generator per hour	$309.00
108	150	HR		$18.54	Portable Air Compressor per hour	$2,781.00
109	200	HR		$92.70	Bucket truck 30' with operator per hour	$18,540.00
110	75	HR		$103.00	Bucket truck 55' with operator per hour	$7,725.00
111	25	HR		$185.40	Bucket truck 100' with operator per hour	$4,635.00
112	50	HR		$85.49	Backhoe with operator per hour	$4,274.50
113	100	HR		$82.40	Mini excavator with operator per hour	$8,240.00
114	200	HR		$92.70	Trencher with operator per hour	$18,540.00
115	50	HR		$166.86	Plow for installation of HDPE roll duct per hour	$8,343.00
116	40	HR		$103.00	Dump truck 26,000 with operator per hour	$4,120.00
117	80	HR		$77.25	Dump truck 16,000 with operator per hour	$6,180.00

118	25	HR		$164.80	15 ton crane w/ man basket with operator per hour	$4,120.00
119	25	HR		$195.70	60 ton crane with operator per hour	$4,892.50
120	25	HR		$412.00	100 ton crane with operator per hour	$10,300.00
121	200	HR		$103.00	Line truck with 18"-36" augers and operator per hour	$20,600.00
122	200	HR		$10.30	Pole trailer per hour	$2,060.00
123	150	HR		$8.24	Utility trailer up to 24' per hour	$1,236.00
124	100	HR		$20.60	Reel trailer for use with fiber optic cable, roll duct, electrical cable per hour	$2,060.00
125	40	HR		$180.25	Trailer mounted rodder greater than 1000 feet per hour	$7,210.00
126	20	HR		$154.50	Pressure Digger 24'' – 48'' with operator per hour	$3,090.00
127	40	HR		$169.95	Tractor and trailer 53 – 80' per HR unlimited miles with operator/tie down equipment per hour	$6,798.00
128	10	HR		$206.00	Vac truck with operator per hour	$2,060.00
129	40	HR		$51.50	Ground penetrating radar per hour	$2,060.00
130	3000	HR		$2.06	OTDR per hour	$6,180.00
131	3000	HR		$2.57	Fusion Fiber splicer per hour	$7,710.00
132	2000	HR		$1.29	Specialized tooling for PM services per hour	$2,580.00
133	6000	HR		$1.39	Specialized tooling for Maintenance services per hour	$8,340.00
134	4000	HR		$1.55	Specialized fiber optic environmental control tooling per hour	$6,200.00

135	460000	MI		$.58	Mileage reimbursement (IRS) for non-hourly rated vehicles	$266,800.00
136	2500	HR		$190.55	Furnish working crew (4 person, 2 specified pieces of equipment, foreman's truck and hand tools) per hour	$476,375.00
137	5800	HR		$41.20	Helper per hour	$238,960.00
138	10000	HR		$55.62	Tech I per hour	$556,200.00
139	23000	HR		$72.10	Tech II per hour	$1,658,300.00
140	7700	HR		$87.55	Tech III per hour	$674,135.00
141	6000	HR		$185.40	Tech IV per hour	$1,112,400.00
142	25	LF		$1.03	Rotary mowing in R/W 30'wide	$25.75
143	500	LF		$10.30	Tree trimming 15' wide, chipped on R/W	$5,150.00
144	200	LF		$8.24	Clearing and grubbing within R/W 10' wide	$1,648.00
145	20	EA		$30.90	F/I marker post	$618.00
146	100	EA		$16.48	Install maker post	$1,648.00
147	1	LS		$23,175.00	Cost plus material %15 based on $150,000.00 per year	$23,175.00
148	50	CY		$128.75	Unclassified Excavation CY	$6,437.50
149	10	CY		$257.50	Rock Excavation CY	$2,575.00
150	2	EA		$17370.95	Project Maintenance Project Svcs p/day	$34,741.90
151	2	EA		$2096.05	Site Survey/Inspection Daily site survey	$4,192.10
						$6,037,568.42

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT BETWEEN THE CITY OF CHARLESTON AND PRECISION CONTRACTING SERVICES, INC. FOR ON-CALL ITS MAINTENANCE AND INSTALLATION SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 20___ between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and Precision Contracting Services, Inc. (hereinafter referred to as the "Contractor").

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

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish the On-Call ITS Maintenance and Installation Services in accordance with Solicitation #20-B025R. All attachments and exhibits, including Exhibits A, B, C, and D listed below, shall be incorporated herein:

Exhibit A: Solicitation #20-B025R (the "Invitation for Bid")
Exhibit B: Insurance Requirements
Exhibit C: Contractor's Bid Response & Pricing Sheet

1. The Contractor shall diligently and in a professional and timely manner perform the services as described and set forth in Exhibit A, Exhibit B and Exhibit D as approved by the City in fulfilling its obligations as set forth in this Agreement. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the services pertaining to this Agreement.

2. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit C, and is competent and able to provide professional and high quality services to the City in accordance with this Agreement.

3. The Contractor shall bill only for work according to Exhibit A, Exhibit B and Exhibit D as approved by the City and the proposed pricing for such work as shown in Exhibit D. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.

4. The Contractor agrees to send any and all reports of work done by the Contractor to the City on a regular basis and to the agreed upon City Representative.

5. This contract is on a rotation/availability bases and all work to be done per call is to be done per SCDOT specifications.

§2. CONTRACT TERM

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

§3. COMPENSATION AND PAYMENT TERMS

This is an "On-Call" Agreement, and as such, the City reserves the option to award portions of the project to multiple Contractors if such is to the advantage of the City. This Agreement authorizes payments to Contractors not to exceed $350,000.00 (Three Hundred Fifty Thousand Dollars and Zero Cents) to be made in accordance with the Invitation for Bid, Addenda and the Contractor(s)' Bid Response and Pricing Sheet, Exhibits A, B, and D. Given the "On-Call" nature of this Agreement, the City is not guaranteeing the amount of work to be performed, but that when the City requests work to be performed by the Contractor, services rendered by the Contractor will be paid as outlined in Exhibit C. Payment terms will be Net 30 days. Payment shall be made after materials have been delivered to the City by the Contractor and the materials have been inspected and accepted by the City. The Contractor must submit an original invoice for each payment request to Accounts Payable (PO Box 853, Charleston, SC 29402) located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices will not be accepted. Rates shall not increase during the Term or any agreement extensions. If the Vendor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Contract. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

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

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

C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and

attention to provide the above described work and materials in a professional and timely manner.

§5. SUBCONTRACTORS

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

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

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

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

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

§6. INDEMNIFICATION

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

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice,

Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

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

§8. GRATUITIES AND KICKBACKS

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

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

§9. TERMINATION

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

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

§10. ASSIGNMENT

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

§11. NOTICES

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

To:
City of Charleston
John J. Tecklenburg
Mayor
PO Box 304
Charleston, SC 29402

To:
Precision Contracting Services, Inc.
Blake R. Boyd
Treasurer
15834 Guild Court
Jupiter, FL 33478

With copies to:

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

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

§12. CHANGE ORDERS

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

§13. ENTIRE AGREEMENT

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

§14. GOVERNING LAWS

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

§15. LICENSE AND PERMITS

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

§16. PUBLICITY RELEASES

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

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all sub-contractors in accordance with IRCA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§18. SEVERABILITY

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

§19. WAIVER OF CONTRACTUAL RIGHTS

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

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

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

harmless and indemnify same in the event of non-compliance as set forth in this Agreement.

§21. BACKGROUND CHECK

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

§22. SC STATE AND LOCAL TAX

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

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

Contractor shall calculate that portion of this Agreement that is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

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

§23. NONDISCRIMINATION

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

_____

Date: _____

_____

John J. Tecklenburg
Mayor

Date: _____

_____

Name

Date: _____

WITNESSES FOR VENDOR:

_____

Name

Date: _____

_____

Blake R. Boyd
Treasurer

Date: _____

_____

Name

Date: _____

EXHIBIT A

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Bid Number: 20-B025R	**Bids will be received until:** July 21, 2020 @ 12:00pm
Bid Title: On-Call ITS Maintenance & Installation	
Mailing Date: June 18, 2020	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**	

IMPORTANT

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

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

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]

4. Questions regarding this solicitation must be submitted to **Robin B. Robinson or Chenette Singleton** in writing no later than **1:00pm on July 8, 2020**. Questions may

either be faxed to 843-720-3872 or emailed to **Robin B. Robinson or Chenette Singleton** at **robinsonr@charleston-sc.gov or singletonc@charleston-sc.gov**.

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straight forward, concise description of Bidder's ability to satisfy the requirements of the Solicitation.

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

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

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

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

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

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

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

16. GRATUITIES AND KICKBACKS

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

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

17. BIDDER REPRESENTATIONS

Each Bidder by submitting a Proposal represents that:

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

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

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

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

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

18. COMPETITIVE PROCUREMENT

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

19. ADDENDA/CHANGES

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

20. EVALUATION PROCESS

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

21. AWARD OF CONTRACT

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

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

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

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

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

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

22. CONTRACT ADMINISTRATION

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

23. NOTICE OF AWARD OF CONTRACT

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

24. NOTICE TO PROCEED

A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS

The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION

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

27. INDEPENDENT CONTRACTOR

Successful Bidder is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS

Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Bidder (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and

award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

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

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

30. BIDDER'S QUALIFICATIONS

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

31. ASSIGNMENT

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

32. SUBCONTACTORS

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

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

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

D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

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

34. TERMINATION

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

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

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

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

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

C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

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

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

38. DISPUTES

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

39. STATE AND LOCAL TAXES

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

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

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

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

40. INCORPORATION BY REFERENCE
The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES
The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

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

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

44. FUNDING
Bidders shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Bidder shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by

the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION

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

46. RECORDS RETENTION & RIGHT TO AUDIT

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

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

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

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

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

51. NON-DISCRIMINATION
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at http://charleston-sc.gov/index.aspx?nid=246. To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

52. DEFAULT
In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

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

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

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

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

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

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

59. PUBLICITY RELEASES
Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS
All questions and written responses, interpretations, corrections or changes to the IFB will be made by Addendum. Addenda will be mailed or otherwise delivered to all Bidders who have notified the City Procurement Division of receipt of the proposal.

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

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

63. WAIVER

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

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

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

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

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

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

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

Required certificates should be mailed to:

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

NO BID RESPONSE FORM

Bid Number: 20-B025R	**Bids will be received until:** July 21, 2020 @ 12:00pm
Bid Title: On-Call ITS Maintenance & Installation	
Mailing Date: June 18, 2020	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**	

To submit a **"No Bid"** response for this project, this form must be completed for your company to remain on our Bidder's list for commodities/services referenced. If you do not respond, your name may be removed from the Bidder's list.

Please check statement(s) applicable to your **"No Bid"** response

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

Comments: _____

_____

_____

Bid Number: 20-B025R	**Bids will be received until:** July 21, 2020 @ 12:00pm
Bid Title: On-Call ITS Maintenance & Installation	
Mailing Date: June 18, 2020	**Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

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

Company Name As registered with the IRS	Authorized Signature
Correspondence Address	Printed Name
City, State, Zip	Title
Email Address	Telephone Number
Toll-Free Number (if available)	Fax Number
Remittance Address	Date
City, State, Zip	Federal Tax ID (FEIN)/SS Number
	SC Sales Tax Number

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

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_____

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

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

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

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

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

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

COMPLIANCE REQUIREMENTS:

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

   ☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

   AND

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

   OR

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

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

Name of Company: _____

_____ _____
Signature Date

_____ _____
Print Name Title

_____
Witness

AFFIDAVIT A
Page 1 of 2

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

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

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

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

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

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

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

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

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

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

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

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

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

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

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

Date:_____ Name of Authorized Officer (Print/Type): _____

Signature:_____

Title: _____

AFFIDAVIT A

Page 2 of 2

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

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

1. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
2. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification

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

Date:_____ Name of Authorized Officer (Print/Type):_____

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

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____ Title:_____

Print Name: _____ **Notary Seal:**

Phone Number: _____

Address: _____

AFFIDAVIT B

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

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

_____, Total Project Amount $_____
(Project Name)

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

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			$
			$
			$
			$
			$
			$
			$

Total MBE Participation: _____ % $ _____

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

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

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

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__. Notary Public for the State of _____

My Commission Expires: _____ **Notary Seal:**

Print Name: _____

Phone Number: _____

Address: _____

AFFIDAVIT C

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

Affidavit of _____
(Name of Bidder)

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

_____ contract.
(Name of Project)

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

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

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

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.
Notary Public for the State of _____
My Commission Expires: _____
Print Name: _____
Phone Number: _____
Address: _____
_____

Notary Seal:

References

Bidders must supply a minimum of four references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

General Information

The City of Charleston is soliciting requests for proposals from qualified firms to provide services related to On-Call ITS Maintenance & Installation for the City of Charleston.

Procurement Process

This is an **Invitation for Bid**. The City will award to the lowest responsive, responsible bidder that meet the needs of this solicitation. The bids will be opened and an award is made to the lowest responsive and responsible bidder. Any contract the City chooses to negotiate with the awarded vendor shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent solicitation, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

Questions

Every effort has been made to insure that all information needed by the Bidder is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. ***The City Will Not Accept telephone calls or visits regarding this Solicitation.*** **All questions shall be in writing and addressed to: Robin B. Robinson or Chenette Singleton, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov or singletonc@charleston-sc.gov.** ***Written Questions may also be faxed to: 843-720-3872. All questions must be received before July 8, 2020 @ 1:00pm.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

Oral Statements

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

Contractor Solely Responsible for Performance

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

Disqualification of Bidders

Bidders may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Bidders
- The Bidder is involved in any litigation against the City
- The Bidder is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

Suspension and Debarment

The Bidder certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Bidder is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

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

Vendor's Duty to Inspect and Advise and Declare All Costs
Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare their submittal. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

Receipt of Bids
Bids must be submitted to and received by the City no later than the date and time specified within this solicitation. Bidders mailing proposals should allow a sufficient mail delivery period to insure timely receipt ***(July 221, 2020 @ 12:00pm)*** of their proposal by the City. Bids received after the scheduled due date and time will not be considered.

Number of Bids to be Submitted
Each Vendor must **submit one (1) Original and one (1) digital copy (Flash Drive).** Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the bid, the solicitation identification number specified in the solicitation and note **"Original"** on the original bid.

Required Forms And Signature Pages
Offerors shall include as an appendix, all ancillary forms required in this Invitation for Bid (IFB). Required forms include, but are not limited to the following:

- IFB Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

Bid Format
Bids are to be prepared in a manner designed to provide the City with a straightforward presentation of the Bidder's capability to satisfy the requirements of this solicitation. All copies shall be bound in a single volume(s) and all documentation submitted with the bid should be bound in the respective volume(s), where practical.

a) All bids should be clearly marked **"20-B025R On-Call ITS Maintenance & Installation"** and **submitted in a sealed envelope.**
b) Bids **must be submitted by mail or hand delivered** to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
c) Proposals **must be received** in the City's Procurement Office **no later than 12:00pm on July 21, 2020. Late proposals will not be accepted for any reason.**
d) **No more than one bid may be submitted by any Vendor**.
e) The bid must be signed by an official authorized to contractually bind the Vendor.

f) All forms from this solicitation requiring signature must be included in the bid.

References/Experiences

Vendor must provide a minimum of four (4) references. Include company name, mailing address, name of point of contact, telephone number and email address. The City reserves the right to contact and request information from any source so named.

Confidentiality

The contents of this Solicitation shall not be discussed with anyone outside of the Bidder's organization. Any issues regarding confidentiality should be directed to the Point of Contact. Any breach of this confidentiality requirement will result in immediate disqualification of your organization from further consideration pursuant to the award of any resulting contract.

Term of Contract

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

Basis for Award

The City will base its recommendation on the bid submitted and if it is responsive and responsible. The City reserves the right to inspect the Bidder's physical premises prior to award to satisfy questions regarding the Bidder's capabilities.

On-Call ITS Scope of Work

PROJECT DESCRIPTION

Scope – This is a "fixed price service" contract for the installation, repair, modification, maintenance, and/or replacement of Intelligent Transportation System Elements throughout the City of Charleston. The Contractor will perform all work covered by this contract.

Pricing Structure – The City of Charleston is modeling their price structure base on SCDOT's established maximum allowed cost for performing work described in the schedule of payment (see pages 101 - 109). Any Contractor can bid a price that is lower than the maximum allowed price. No prices that are in excess of the maximum allowed will be considered.

Contract Structure – There may be more than one Contractor on this contract. Any licensed, qualified General Contractor (2U) who agrees to the pricing structure as stated in Pricing Structure for the work described, or who submits a lower bid than the established price will be added to the contract. At any future date within the time frame of the contract, a licensed, qualified General Contractor (2U) who is not currently on the contract may be added upon request and agreement with the pricing structure. The City will select Contractors from the contract to perform work described. Lower pricing may effect Contractor selection.

Work Order System - Site. From time to time, the City's FTS Manager II or his designee will issue an ITS work order. It will give the location of the site and contain a list of the work required.

Right of Refusal – The Contractor may refuse a work order without prejudice within 24 hours of notification. Non-response or no show is considered to be a refusal of the work order. However, if the Contractor refuses Three (3) work orders with in a 12 month time period, that Contractor will be removed from the contract and the on-call list. That Contractor may apply for reinstatement to the contract by submitting in writing that request showing cause that they are able to accept work orders and perform work as directed. The Contractor may be reinstated at the discretion of the City.

Removal of Cause – The City reserves the right to remove a Contractor from the contract at any time due to faulty work, failure to complete work on time, three (3) denials of work orders, or any reason deemed to be in the interest of the City.

Payment - After completion of each work order and inspection/acceptance by the City, the Contractor shall submit an invoice for payment using the contract line items. Each work order shall be paid upon acceptance. Invoices shall be electronically sent to the appropriate staff located within the ITS Field Operations Office no later than the 16th of every month. Delinquency in invoice delivery may affect future work request. An original invoice shall be mailed to the City's Accounts Payable Office at PO Box 853, Charleston, SC 29402-0853.

Contractor's and SubContractor's Insurance – Insurance in the amount prescribed in the Insurance Requirements is required for any Contractor and/or Sub-Contractor on this contract.

GENERAL PROVISIONS

All work under this contract shall be performed under: The South Carolina Department of Transportation Standard Specifications for Highways Construction, latest edition; the Special and General Provisions; the South Carolina Manual on Uniform Traffic Control Devices for Streets and Highways, latest version and the Plans.

All procedures, activities and work under this contract shall be performed under the specifications listed in this contract.

All work in this contract will be paid according to the line item prices given for each item.

CODES, LICENSES & ABILITIES

All work shall be done in a workmanlike manner to meet the highest industry standards, all in accordance with the requirements of the latest editions of the National Electrical Code (NEC), National Electrical Safety Code (NESC), the Illuminating Engineering Society (IES), American National Standards Institute (ANSI), National Electrical Manufacturer's Association (NEMA) and the regulations and standards of the local power company.

The following supplements Section 102.1 (which can be found in SCDOT Standard Specifications For Highway Construction 2007). The contracting firm responsible for the performance of the work covered by these Special Provisions, **must be licensed as a General Contractor with a Classification of Public Electrical Utility (2U) by the SC Licensing Board For Contractors, and possess all other Sub- classifications and Licensing as required by the SC LLR.** Documentation of properly trained personnel for exothermic welding is required for all personnel performing exothermic welding. A copy of the documentation for exothermic welding shall be submitted to the City.

QUANTITY LIST

This is an open quantity service contract and the exact quantity of work is unknown. **The City reserves the right to increase or decrease quantities as needed.** The quantities listed in the bid are for the purpose of establishing unit prices, which will then be paid for work performed under this contract.

Attached are quantity lists for equipment to be furnished and installed by the Contractor and equipment to be supplied by the City and installed by the Contractor. This lists the major equipment and materials that have been previously purchased and will be furnished to the Contractor for this contract.

PROJECT SPECIFICATIONS

Attached to and made a part of these special provisions are the ITS project specifications for this contract.

SUPPLEMENTAL SPECIFICATIONS

Attached to and made a part of these special provisions are the detailed supplemental specifications for traffic control signals.

SPECIAL INSTRUCTIONS TO CONTRACTOR

The plans for each work order are schematic in nature showing what is generally expected. The Contractor must devise/refine the final details working within the supplemental specifications, the design details, the standards and with the City. Any deviation from the plans must be approved by the ITS FTS Manager II.

At the completion of each work order, all ITS Elements shall be complete and operational to the satisfaction of the City.

The Contractor shall furnish and install conduit, junction boxes and splice boxes along with all necessary miscellaneous hardware and materials as shown on the order.

The equipment to be furnished by the City is shown on the quantity list: A List of Equipment to be supplied by the City and Installed by the Contractor. In general, this equipment, previously purchased and stockpiled includes fiber optic cable, CCTV local cabinets, local controllers, power units, lowering devices, splice enclosures, wood poles, service cables, cameras, message signs, preformed concrete cabinet bases (optional), concrete poles, and all integration/programming equipment.

The Contractor shall furnish all other materials such as span wire, conduit, miscellaneous fittings, electrical service parts, pull line, clamps, ground rods, span wire hardware, staples, tape and all other materials necessary for the completion of this project.

Controllers and Cabinets – The City shall furnish and the Contractor shall install base/pole-mounted cabinets (332A cabinets, 336 cabinets).

The Contractor shall install each ITS Element to provide a complete modern installation. The Contractor shall install a new-metered and electrical service disconnect at the new cabinets. The Contractor shall furnish and install all new steel cable and all new electrical cable.

The Contractor shall furnish and install splice boxes, junction boxes, electrical cable, conduit and electrical services in the quantity for each work order.

Permits – All permits and licenses (City/County/State) are the responsibility of the Contractor. The Contractor shall arrange with utility companies for hookup connections and attachment agreements. The City will assist in abnormal circumstances.

INSPECTION

During construction, the inspection will be the responsibility of the City. There will be periodic inspections during each work order. A final inspection will take place at the completion of each work order.

Disputes – The Contractor is advised that in any dispute between the Contractor and the manufacturer concerning the operation/maintainability/reparability of any piece of equipment, the decision of the Director of Traffic Engineering shall be final.

Faulty Equipment – When equipment supplied by the City is designated faulty by the Traffic Signal Systems Operations Manager, if it is under warranty, the City shall return it to the manufacturer for replacement. The City shall furnish a replacement unit.

Salvage – Generally, salvaged equipment/materials shall be returned to the City. The City of Charleston Traffic and Transportation Facility located at 1906 Meeting Street, Charleston, SC 29405 shall be notified in advance of equipment to be salvaged.

MAINTENANCE OF TRAFFIC

The Contractor shall maintain traffic throughout the length of this project as required by the standard specifications. Additional traffic control shall be provided during ITS project construction or lane closures, as directed by the City and shall be paid for under the line item designated for Traffic

control per day time lane closure or Traffic control interstate per night time lane closure, or Day time shoulder closure per closure, or traffic control per day non interstate.

CONTRACT SCHEDULE

The Contractor shall furnish a weekly schedule, listing the locations and dates of each intended activity, for the following week. This will permit scheduling of inspection personnel. Deviation from this schedule may cause the City to delay inspection and payments.

CONTRACT TIME

The duration of this contract shall be one (1) year from the date of award with the option of four (4) one-year extensions.

Each work order shall be completed by the completion date stated on each work order. There shall be a City assessed performance penalty of $500.00 per day for contract activity extending beyond each work order deadline. There shall be a City assessed performance penalty of $500.00 per day for delay of start, to be assessed after the first hour of delay. The start date and time will be stated on each work order along with a completion date.

Emergency Work – When specifically stamped on the work order as "Emergency Work", such work orders shall engage Working crew with Equipment; paid per hour and a half (1-1/2) for the completion of the work order. There shall be no other line item engaged while a Contractor is working under working crew with Equipment. The City reserves the right to engage additional hourly rated line items as needed, primary traffic control and secondary traffic control if so needed. Engaging in additional hourly rated line items, primary traffic control and secondary traffic control is at the discretion of the City.

The City reserves the right to withdraw any work order or the entire contract due to insufficient funding, arrival of contract deadline or any unforeseen circumstances which may arise. The Procurement Director and Traffic Signal Systems Operations Manager reserves the final decision.

SPECIAL CONDITIONS

1. **SAFETY PRECAUTIONS:** The Contractor shall be responsible for the safety and health of all workers on the job and shall comply with all applicable provisions of the Occupational Safety & Health Act.

2. **GUARANTEES:** Upon completion of the work and before final payment is made, the Contractor shall furnish the Owner a guarantee stating that the Contractor shall keep his entire portion of the work in repair, without expense to the Owner, concerns defects of workmanship for a period on one (1) year from the date of final Certificates (unless specified for a longer time elsewhere), and he shall be responsible for, and make good any damages to his work caused by such defects; but this clause shall not be interpreted as holding him responsible for making good any deterioration of his part of the work due to its use or abuse by the City.

3. **CLEAN UP:** The Contractor shall keep the site clean and free from an accumulation of debris or building materials during the maintenance, repair, installation or construction. At the completion of the work, the entire facility and premises shall be left clean.

PROJECT SPECIFICATIONS

GENERAL

Notifications
Prior to beginning construction, the Contractor shall participate in a "Pre-Construction Conference" at a time and place to be scheduled by the City.

Any work performed without notification of the proper parties in the City, will be treated as unauthorized work (see Section 105.11 of the SCDOT Standard Specifications For Highway Construction 2007), and could result in nonpayment to the Contractor for that work.

Testing
This Project involves equipment previously purchased by the City, plus some additional materials (e.g., concrete and asphalt) furnished by the Contractor. All Materials shall be Inspected, Tested, and/or Checked for Certification, and shall be accepted by the City, before being incorporated into the work.

Power
Prior to beginning of any construction activity, the Contractor shall coordinate with the City, as necessary for the location of power services for each project.

SUBMITTING AS-BUILT PLANS

After the completion of each project, the Contractor shall furnish to the City, one (1) "red- lined" set of Plans showing the exact locations and sizes of all conduits, poles, pedestals, junction boxes, splice boxes, hand boxes, and the routing and destination of all wires leaving the control cabinets.

FINAL INSPECTION

Request - The Contractor shall request Final Inspection for each work order at least forty-eight (48) hours prior to the desired day of inspection. Confirmation to the City shall be provided twenty-four (24) hours prior to Final Inspection, that the project is on schedule and ready for inspection.

Testing - Upon completion of the Final Inspection and correction of any deficiencies, the work will be subject to a **ten (10) day performance test** for each work order. If during this period a problem arises due to workmanship, it shall be resolved within five (5) working days to the satisfaction of the City. There shall be a City assessed performance penalty of $500.00 per day for each day that the problems are not resolved extending beyond five (5) working days.

TRAFFIC CONTROL PLANS

Typicals - Reference is made to "Standard Specifications", Section 104.06, Maintenance of Traffic; and to the Special Provisions addendum "Traffic Control Plan". To further insure the safety of the motorist, the previous specifications should be supplemented with the South Carolina Work Zone Safety Guidelines (Dated January, 1993) and Advanced Work Zone Safety Guidelines (Dated October, 1993), both available from the City. It is the responsibility of the Contractor to prepare additional traffic control plans for situations not covered by the above. The Contractor shall submit the proposed replacement traffic control plans to the City for approval prior to implementation in the field.

Work Time - With the appropriate Traffic Control Plan and Traffic Control Devices in effect, the Contractor will be permitted to work between **SUNRISE and SUNSET**, subject to the following exception:

THERE SHALL BE **NO** LANE CLOSURES, NOR ANY WORK REDUCING TRAFFIC CAPACITY, PERMITTED ON THIS CONTRACT, BETWEEN THE HOURS OF 7 AM to 9 AM, and 4 PM to 6 PM ON ANY WEEK DAY unless the CITY grants permission. **FULL TRAFFIC CAPACITY MUST BE RESTORED AT THE END OF EACH WORK DAY. Some interstate lane closures may be required to be only at night time hours.**

Suspend Work - NO WORK WILL BE PERMITTED WITHIN A TRAFFIC LANE On SATURDAYS or SUNDAYS, nor on STATE OR NATIONAL HOLIDAYS, nor on WORK DAYS PRECEDING SUCH HOLIDAYS, nor on THE FRIDAYS PROCEEDING HOLIDAY WEEKENDS, without the written permission of the City.

Lane Closures - The Contractor shall request LANE CLOSURES two (2) weeks in advance. Where required, the Contractor shall arrange for Police Traffic Direction twenty-four (24) hours in advance.

The Contractor shall furnish a FLASHING ARROW PANEL FOR EACH LANE CLOSURE on multi-lane roadways, unless shown otherwise in the Work Zone Safety Guidelines, Advanced Wok Zone Safety Guidelines or the traffic control plans. Only ONE Flashing Arrow Panel shall be required. It will usually be located within the closed lane, according to the Traffic Control Plan Typical illustrations. Flashing Arrow Panels shall NOT be MEASURED, and are considered incidental to maintaining traffic.

Vehicles - EVERY VEHICLE used by the Contractor shall have ROTATING YELLOW WARNING LIGHTS (OR STROBE-LIGHTS) in addition to 4-way flashers, for use when operating in-or-near traffic.

Cones - All traffic CONES, used as channelization devices, shall be THIRTY-SIX (36") INCHES TALL. Cones shall have a reflective collar when used at night.

Flaggers - The Contractor shall furnish sufficient trained Flaggers to implement the TCP's. Some TCP's may require four (4) or more Flaggers. Only the STOP/SLOW PADDLE shall be used. Red flags are not to be used.

MOBILIZATION

Reference is made to the Supplemental Specifications for a description of mobilization and construction requirements.

TRAFFIC CONTROL PLAN

PURPOSE

The purpose of these Specifications is to provide a plan for maintenance and control of traffic during work under this contract.

These Specifications set forth procedures that will permit traffic to pass through or around the project area safely and with a minimum of inconvenience.

GENERAL

These Specifications are an addition to the Standard Specifications setting forth certain specific procedures and do not relieve the Contractor of any responsibilities placed upon him by the Standard Specifications.

All control devices shall conform to the South Carolina Manual on Uniform Traffic Control Devices, latest edition (hereinafter referred to as - SCMUTCD) unless the City gives authorization to do otherwise.

This work shall consist of the furnishing, installation, maintenance, relocation and removal of signs, traffic cones, barrels, barricades, warning lights, flaggers, removal of conflicting pavement marking lines, and other traffic control devices which are used for the purpose of regulating, warning or directing traffic during construction of the project. It shall also include temporary concrete barrier and crash cushions and other devices if specified in the Plans.

Pavement markings shall also be the responsibility of the Contractor. All items shall remain the property of the Contractor unless otherwise specified in the Plans or elsewhere in the Specifications.

Specific reference is made to Subsection 107.11 of the Standard Specifications - Barricades, Warning and Detour Signs, which is expanded or modified as follows:

Lights or barricades, or both, as shown in the SCMUTCD, shall adequately mark any construction being performed adjacent to the traveled lanes.

The Contractor performing the work shall be responsible for the erection and maintenance of all traffic control devices during construction as required in the SCMUTCD.

All reflecting materials used on traffic control devices shall conform to the South Carolina Department of Transportation Specifications for Reflective Sheeting. All signs, barrels, barricades and other traffic control devices used on this project are to be covered with Type III Reflective Sheeting, unless otherwise specified in the plans or Special Provisions. The background material for the signs is to be constructed of either aluminum or steel. Aluminum is to meet the requirements of SCDOT Specifications for Flat Sheet Aluminum Sign Blanks, latest edition. The steel blank shall be made of 14 Gauge materials.

No splices will be permitted in reflective sheeting, except for signs that cannot be covered with a single piece of the widest material available from the sheeting manufacturer. Only one splice is permitted per sign and it shall be on a centerline of the sign. Splices shall overlap not less than $^{3}/_{16}$" except butt splices may be used on signs processed with transparent colors, with a gap not greater than $^{1}/_{32}$" allowed. In horizontal overlapped splices, the top portion shall overlap the bottom portion, as viewed when the sign is in an upright position. No screening paints are permitted between the sheeting of overlapped splices. When splicing is done, the reflective sheeting must be carefully matched for color to provide uniform appearance both day and night.

All signs and barricades shall be mounted on supports constructed to yield upon impact to minimize hazards to motorists, as indicated in Section 5-2.04 of SCMUTCD.

Barrels or drums used for traffic control shall be constructed of a plastic material. Metal barrels or drums will not be allowed.

When not in use, all barricades, signs, or other traffic control devices shall be either masked or removed and faced so as not to confuse the traveling public.

The Contractor shall maintain all signs and other traffic control and channeling devices 24 hours a day. Contractor's personnel shall be available to maintain all traffic control devices as needed. All signs and other traffic control and channeling devices shall be kept clean, aligned and in good repair at all times during their use.

The Contractor shall be responsible for and shall furnish flaggers, appropriately equipped and instructed, when required to regulate the flow of vehicular traffic around and through the project during the prosecution of the work. Flaggers are to use a STOP/SLOW paddle. The use of the flags will NOT be permitted.

The City reserves the right to restrict construction operations and/or lane closures when the continuance of the work and/or lane closures would seriously hinder normal traffic flow during holidays, extended holiday periods, weekends, special events or at other times when traffic is unusually heavy. Also, in cities and urban areas, streets with high volume commuter traffic are not to be blocked or lanes closed during the morning and afternoon peak traffic periods.

On roadways open to public travel, the Contractor's trucks and other vehicles will be required to travel in the direction of the normal roadway traffic. Then the equipment is not in use, on roadways open to public travel, the Contractor's equipment or vehicles shall be parked well away from the travel lanes so as to lessen the possibility of the equipment being hit by a vehicle. If protection devices are in place such as guardrail or concrete barriers, the equipment can be parked closer to the travel lanes.

When working adjacent to or over travel lanes, the Contractor shall insure that dust and other debris form his operation does not endanger normal traffic operations.

The Contractor shall schedule and arrange his work, equipment and materials to insure the least inconvenience and the utmost in safety to the traveling public and to the Contractor's and the City's forces.

Where a specific condition is not covered in these Specifications or the Plans, prior to beginning such work causing the condition, a plan of traffic control shall be agreed upon between the Contractor and the CITY.

All construction signs, whether portable or with supports embedded in earth, is to be leveled and have a mounting height as specified in the SCMUTCD. Mounting height is defined as the distance from bottom edge of the lowest sign to edge of traveled way.

When any lane on a multi-lane road is closed for any duration, the Contractor shall provide a large flashing arrow-board sign. The flashing arrow shall be used at the beginning of the taper for a lane closure. One may also be required in front of the construction as specified in the SCMUTCD.

RESPONSIBLE PERSON
The City's ADVANCED SYSTEM COORDINATOR will have primary responsibility for assuring that provisions of this Traffic Control Plan are effectively administered.

MEASUREMENT AND PAYMENT
Measurement for payment of Traffic Control shall be for all items enumerated in these Specifications and shall be included in the bid item, Traffic Control, except traffic control items. Payment for Traffic Control will be made in accordance with PRIMARY TRAFFIC CONTROL:

EA	Traffic control per day time lane closure
EA	Traffic control per night time lane closure
EA	Shoulder closure per closure with crash truck
EA	Shoulder closure per closure without crash truck

The above schedule will be followed as long as the adequacies of the traffic control measures are satisfactory as judged by the City. The City may assess appropriate reductions in payments when the Contractor does not utilize and/or maintain traffic control devices in accordance with the provisions contained herein.

In the event the City finds that traffic control is not being provided as outlined in the Special Provisions, then the Contractor will be notified. If the condition is not promptly corrected, then all work shall be suspended until such conditions are corrected. During such suspension, the charging of work time shall be continued. The City shall have the authority to withhold partial payment for any work on this contract if traffic control is not being provided in accordance with the Special Provisions.

The price and payment for Traffic Control shall be full compensation for furnishing all materials, all preparation and installation, maintaining, furnishing all labor and equipment, tools and incidentals necessary to complete the work.

MOBILIZATION

DESCRIPTION
This item shall consist of performing preparatory operations, including moving personnel and equipment to the project site; paying bonds and insurance premiums, establishing Contractor's offices, buildings and other facilities necessary for work on the project and for all other work and operations which must be performed or costs incurred prior to beginning work on the project.

CONSTRUCTION REQUIREMENTS
All work performed in providing the facilities and services shall be done in a safe and workmanlike manner.

METHOD OF MEASUREMENT AND PAYMENT
Mobilization will be paid for at the established contract price, per work order. This price shall include demobilization.

Full payment for mobilization will be made in accordance with the provisions set out as described above. The price shall be full compensation for organizing and moving all forces, supplies, equipment and incidentals to the project site, regardless of the number of times such moves are made and also for all preconstruction costs incurred after award of the contract.

FURNISH AND INSTALL CONDUIT

DESCRIPTION

This work shall consist of furnishing and installing electrical conduit and fittings of the types and sizes specified herein, at locations shown on the Plans, or as established by the Engineer in accordance with these Specifications. All materials will be subject to inspection for condition by the Engineer, just prior to incorporation into the work.

MATERIALS

Materials shall meet the requirements listed below:

Steel Conduit

Steel electrical conduit shall be rigid, heavy-wall, galvanized steel, meeting the requirements of Federal Specification WW-C-581, and American Standards Association Specifications USAS C-80.1-1966.

PVC Conduit

Plastic conduit shall be sunlight resistant Polyvinyl chloride (PVC), SCHEDULE 80, meeting the requirements of National Electrical Manufacturing Association (NEMA) Specification TC-2 and Underwriter Laboratory (UL) Standards UL-514; and/or ASTM D-1784. Fittings shall meet NEMA TC-3 and UL-514. No half or quarter size conduit shall be used. Conduit sizes shall be as follows 1 inch, 2 inch, 3 inch and so on.

HDPE Rolled Conduit

Underground fiber shall be installed in rolled conduit, plowed or directional bored (trench less). **Each run shall have one (1) conduit installed**. This conduit shall be a minimum of schedule 80 or SDR 11 HDPE (HDPE shall be orange in color for fiber optic cable installations). It shall be buried at a minimum of 36".

Flexible Weather-Tight Steel Conduit

Weather-tight/liquid-tight flexible steel electrical conduit shall be single strip, helically wound, interlocking galvanized steel. It shall be made liquid-tight by an extruded polyvinyl chloride jacket; and shall meet the requirements of UL-360.

Fittings

All conduit bodies, 90 degrees bends, weather heads, elbows, nipples, couplings, and other hardware shall be made of the same material and quality as the conduit run and shall be incidental to conduit installation. HDPE coupling shall be hydraulically pressed on type. HDPE couplings shall be Carlon Barbed couplings BS2.375 or approved equal. Catalog cuts are required for HDPE couplings for approval.

Ground Bushings
Grounding bushings shall be threaded, made of malleable iron, galvanized steel, or brass; and shall have an insulating plastic insert, and lay-in lugs to hold No. 6 AWG copper wire.

Pulling Line
The pulling line shall be Mule tape WP1250P or Detectable Mule tape DT1250P/4P, having a minimum strength of 1250lbs, which SHALL BE PULLED INTO ALL UNDERGROUND CONDUIT RUNS and BRIDGE ATTACHMENT DUCTS, AND SHALL REMAIN THEREIN FOR FUTURE USE.

Warning Tape
Underground warning tape shall be heavy duty B-720 polyethylene, 0.89 mm (3.5 mils) thick, by 76 mm (3 inches) wide, with APWA color Orange for fiber and RED for electric lines. The tape shall be PLACED ABOVE ALL TRENCHED/PLOWED CONDUIT RUNS, just before the final back-fill.

Concrete
Concrete used for patching pavement shall be SCDOT STANDARD SPECIFICATION CLASS X according to Sections 701, 702, 703, and 704.

Bituminous Asphalt
Bituminous Asphalt for patching pavement shall be SCDOT STANDARD SPECIFICATIONS, Section 403.

Marking Wire
All underground conduits containing fiber optic cable shall have a four (4) conductor Detectable mule tape type DT1250/4P pulled in for future locate services. The Detectable mule tape shall be spliced through all junction points and grounded to a RUS 13 5/8"X8' ground rod in service boxes and connected to the ground buss in cabinets.

CONSTRUCTION METHODS

General
Conduit shall be installed as either a riser, or be trenched, plowed or directional bored (trench less).

Plans
All conduit shall be installed as trenched, plowed or riser unless specifically shown on the plans as or site determined by SCDOT as directional bored.

Depth
Unless shown otherwise, conduits shall be placed a minimum depth of thirty-six (36) inches below surface grade, when approved by the Engineer a min. of 24" cover when rock is encountered, rock being defined in section 203.2.1.7 of the Standard Specifications of highway Construction; Latest Edition, and shall slope at a minimum rate of 150 mm (six inches), per 30 meters (100 ft.) of length, to a service box hole or drain. All conduit runs shall be cleaned and swabbed before cables are installed. In poles, cabinets, and buildings, duct-seal shall be used to effectively seal the opening.

Direction
Changes in direction of conduit shall be accomplished by the use of standard bends, elbows, or by bending the steel conduit. Steel conduit, if bent, shall have a uniform radius that will fit the location, with a minimum radius of six (6) times the internal diameter of the pipe. Sharp kinks in the conduit or the substitution of unlike materials will not be permitted.

Fittings
Standard manufactured conduit bodies, condulets, weather heads, elbows, nipples, tees, reducers, bends, couplings, expansion couplings, unions, etc., of the same materials and treatment as the straight conduit, shall be used as required throughout the conduit line except that weather heads shall be malleable iron clamp on type Arlington Industries, Inc. catalog number 145 MFG number 00145 or approved equal. All fittings shall be tightly connected to the conduit. Solvent-weld cement shall be used for fitting connections with PVC conduit. Where steel conduit mates PVC, an adapter coupling shall be used and sealed waterproof.

Where HDPE mates PVC an approved adapter coupling shall be used. Where HDPE meets PVC a service box shall be installed.

Cutting
Nipples shall be used to eliminate cutting and threading where short lengths of conduit are required. Where it is necessary to cut and thread steel conduit, no exposed threads will be permitted. All conduit fittings shall be free from burrs and rough places; and all cut conduits shall be reamed before fittings and cables are installed. All conduit runs ending in a junction box, hand box, or other approved junction point, shall be provided with a bushing to protect the cable from abrasion. Conduit being placed for future use shall be capped.

Location
Where conduit passes under a curb, an `X' shall be cut in the curb, over the conduit. Where there is no curb, a stake shall be driven in the ground at the end of the conduit to mark its location.

Risers
Conduit risers shall be attached to wood poles. Stainless Steel conduit clamps/straps and hot dipped galvanized or stainless steel screws shall be used on wood poles. Attachment shall be in accordance with the Design Details, the Standards, or the Plans. Each riser shall be furnished with an approved weather head, which shall not be measured.

Trenching (Non-Paved Surface)
Trenches shall be excavated to such depth as necessary to provide (24" minimum in rock, rock being defined in section 203.2.1.7 of the Standard Specifications of highway Construction; Latest Edition, when approved by the Engineer) 36 inches minimum cover over the conduit. Cinders, broken concrete, or other hard abrasive materials will not be permitted in the back-filling. The trench shall be free of such materials before the conduit is placed. Contractor shall supply approved back fill material as needed in such cases. No conduit shall be placed prior to inspection by the Engineer. Back-fill shall be compacted, and the surface restored.

Trenching (In Paved Surface)
Trenches across driveways or streets shall be cleanly saw cut about 150 mm (six inches) wide. The conduit shall be placed and the back-fill shall be compacted, and the patch shall be of like material and thickness as was removed. NO additional payment shall be made for the bituminous or concrete patching material, unless a pay item has been established for such.

Bored and Jack (Pushing)
Where shown on the Plans as bored or jacked, certain steel conduit to be placed under existing roadways, driveways, sidewalks, or other paved surfaces, shall be bored and jacked. Such conduit shall be placed by jacking, boring, pushing, or other means approved by the ENGINEER, without cutting or removing pavement.

Bored and Jack (Pulled)
When the ITS design anticipates that high-accuracy directional boring techniques will be used, and one (1)- two (2'') inch schedule 80 or SDR 11 HDPE conduits pulled back through the bore, then a pay item will be established for: SCHEDULE 80 PVC CONDUIT (trench less). The directional boring method shall be approved by the ENGINEER, and shall in no way crumple or damage the conduit.

Placed Before Pouring
Where shown on the Plans, PVC conduit, with flexible weather tight conduit, shall be placed in roadways or structures, prior to pouring the concrete. Typical usage would be a bridge deck. The conduit shall be firmly attached to the bottom reinforcement bar mat, or to the bottom wire-mat, using plastic tie-wraps every 0.60 meter (two feet). At expansion joints, 1.2 meter (four ft.) lengths (typical) of flexible weather-tight steel conduit shall be used to accommodate movement. These shall be installed to NEC standards for concrete structural installations and usage, including any recommended lubricants and sleeves. All conduit ends etc. shall be plugged to prevent concrete penetration. When used on a bridge, there will usually be service-box (es) near the centerline, and the conduit will terminate in service-boxes at each end.

Restoration
The Contractor shall restore all cuts, trenches, and openings to the original condition. Grass surfaces shall be replaced with pre-grown, cut turf (sod), in existing lawns. Other dirt areas shall be raked, seeded, and fertilized. While care should have been used to avoid them, any damaged trees and shrubs shall be replaced (if directed by the Engineer).

Rock Boring
When ITS design anticipates rock being encountered or the Engineer deems it necessary rock boring techniques will be used. The Rock Boring method shall be approved by the Engineer, and shall in no way crumple or damage the conduit.

Bridge attachment
When attaching to a bridge, rigid galvanized steel conduit shall be used (IMC is not approved). Conduit supports and hardware shall be Stainless steel and installed using an approved epoxy anchor. Conduit supports shall be installed a maximum of 5 feet apart (Unistrut shall be bent at the bottom as directed by the City). Conduit shall have approved expansion couplings at every expansion joint in bridge and expansion couplings shall have grounding bands installed. Approved in line stainless steel pull boxes shall be installed on bridge attachments for pull points that are over 500 feet. Galvanized steel conduit unions can be submitted to the City for use on Bridge Attachments. There shall be a service box set at

both ends of bridge to make transition from PVC or HDPE conduit to ridged galvanized steel conduit for bridge crossing.

METHOD OF MEASUREMENT

Electrical/Communication conduit including trenched, risers, directional bored, bridge mount or any other installation method shall be paid for a conduit plowed, directional boring and rock boring prices.

Conduit bends, conduit bodies, (condulets), expansion couplings, galvanized unions, HDPE couplings, **90 degree** bends, elbows, miscellaneous fittings, couplings, weather heads, adapters, bushings, locknuts, stainless steel bridge attachment pull boxes, and other items shall be incidental to conduit installation and the fiber optic cable installation and shall NOT be measured.

Unless otherwise specified, trenching, back filling, and patching will NOT be measured for payment.

Pay items that have a greater than or less than pricing shall be paid at the price listed on the work order in accordance to the total length listed on the work order. Example (if the work order calls for 5500 feet the item will receive the greater than price for the entire length of the installation.)

BASIS OF PAYMENT

LF	F/I 2" HDPE roll pipe SCH 80/SDR11 to include 1-2" pipe less than 5000 trenched/plowed
LF	F/I 2" HDPE roll pipe SCH 80/SDR11 to include 1-2" pipe greater than 5000 trenched/plowed
LF	F/I 2" HDPE Additional roll pipe SCH 80/SDR11 1-2" addition for trench/plowed/bore
LF	F/I 2" HDPE roll pipe SCH 80/SDR11 to include 1-2" pipe Rock Trench
LF	F/I 2" HDPE directional rock bore SCH 80/SDR11 to include 1-2" pipes
LF	F/I 2" HDPE directional bore SCH 80/SDR11 to include 1-2" pipe greater than 1000'
LF	F/I 2" HDPE directional bore SCH 80/SDR11 to include 1-2" pipe less than 1000'
LF	F/I 2" Gal Ridgid conduit 1-2" pipe trenched/riser
LF	F/I 2" Gal Ridgid conduit to include 1-2" conduit with stainless bridge attachment and hardware
LF	F/I 2" SCH 80 PVC trenched/ riser
LF	F/I 1" SCH 80 PVC trenched/ riser
LF	F/I Detectable mule tape in existing conduit
LF	F/I Detectable mule tape in new conduit with fiber
LF	Install Detectable mule tape in existing conduit
EA	F/I stainless pull box for bridge with hubs and hardware
SF	F/I concrete sidewalk 4" uniform per sq. ft.
SF	Remove 4" uniform sidewalk per sq. ft.
LF	Saw cut concrete up to 6" depth per ft.
LF	Saw cut ASPH up to 6" depth per ft.

Conduit installation including furnishing and placing all materials, fittings, labor and incidentals to complete the work as specified and using any method of installation shall be paid on per foot basis, as measured in the field. This price will also include risers.

FURNISH AND INSTALL ELECTRIC SERVICE

DESCRIPTION

This work consists of furnishing and installing complete electrical services to provide electric power to the ITS components, at locations shown determined by the Contractor and SCDOT, and in accordance with power company procedures. This includes conduit and wire from meter can to power company attachment, meter/disconnect assembly, hardware, straps, ground rod, ground rod clamp, #6 ground wire, staples, lugs and all necessary incidentals.

GENERAL

Standards

All work is to be in accordance with the Standards, or the REQUIREMENTS OF THE LOCAL POWER COMPANY. All work shall be in accordance with the National Electric Code (NEC), and applicable local codes.

Meeting

The Traffic Signal Systems Operations Manager, the Contractor, and the power company representative shall discuss the project at the "Pre-Construction Meeting", and arrange the schedule for power connection. Additional meetings will be held as necessary to satisfy all concerns about electrical service.

Schedule

The Contractor shall make all necessary arrangements with the power company to insure having the needed power available at each location. Difficulties in securing the service of the power company are to be immediately reported to the Traffic Signal Systems Operations Manager.

Location

The Contractor shall determine the exact location of the electric service. When a wood pole is to be used for power company attachment and meter base, the pole shall be set within 15 feet of the cabinet or device it's feeding. The Traffic Signal Systems Operations Manager shall approve final location of service pole prior to installation.

Meter

The electric service will usually be METERED. The Contractor shall provide hardware accordingly.

MATERIALS

The power connection shall be 100 amp SINGLE-PHASE, 120/240 VOLT, 3-WIRE, 60 Hertz alternating current supply for CCTV/Hub cabinets and DMS signs. The power connection shall be 200 amp Single Phase, 120/240, 60 Hertz alternating current supply for Hub Buildings.

Meter

The Contractor shall furnish a Mid-West R102EN METER BASE/POWER PANEL (CAN), for the CCTV cabinet or Field HUB cabinet, a Cutler hammer MB816B200BTS Meter base/power panel for Hub building, which the Contractor shall install. Contractor shall install a City furnished EDCO EMC-240B surge arrestor on the power panel at all metering locations and shall be wired according to manufactures spec.

Disconnect Switch

The disconnect switch shall be NEMA STANDARD TYPE 3R, weatherproof. It shall be CIRCUIT BREAKER TYPE, 100 AMP rated and have a tab for pad-locking the cover closed. It shall be of 3-WIRE DESIGN (2-circuit), with solid neutral. Disconnect switch shall be a Siemens Model WO408ML1125 or approved equal. The Contractor shall twist a No. 6 AWG wire through the padlock tab, to prevent unauthorized entry (until City Traffic and Transportation installs padlock). Pedestals (or lintels) for services or disconnect switch shall be an 8"X8"X96" Allied Concrete Products Lintels or approved equal. If the Power company metering location is greater than 100 feet from the cabinet or is placed on the opposite side of the road, a disconnect switch shall be installed on a concrete pedestal not greater than 15 feet from the cabinet. The disconnect switch shall have a 100 AMP rating and shall be a circuit breaker type. In cases where one meter location is going to feed two ITS devices, the breakers shall be sized to accommodate both devices.

Rating

To provide a maximum of future flexibility, and a minimum of voltage-drop to meter/power panel, the components of the electrical service shall have the ratings stated. (Shall be wired to supply a min. of 100 amp 120/240 volt service).

DISCONNECT BREAKER

Panel rating: (for uniformity)	**100 AMP (200 AMP for Hub Building)**
Circuit breaker (single pole)	30 AMP Camera/RVD
Circuit breaker (double pole)	50 AMP DMS

(If needed an additional circuit breaker may need to be installed for AC or future use)

CABLE

3-Wire THHN/THWN	MIN SIZE No. 2/0 AWG copper (Hub Building)
3-Wire THHN/THWN	MIN. SIZE No. 4 AWG copper (from meter to power company attachment)
3-Wire (W, BL, RD), THHN/ THWN	MIN. SIZE No. 6 AWG copper (from power panel to CCTV/Hub cabinet)

(Wire size to be determined by the length of run and voltage drop according to NEC to supply 100 AMP to all meter/power panels (except Hub Building)), breaker sizes shall be 50 AMP to DMS signs, 30 AMP to CCTV cabinet, 50 AMP to Hub cabinet and 200 AMP to Hub building).

CONDUIT

PVC Schedule 80 MIN. SIZE 25 mm (1 in.)

(Conduit size shall be determined by the conductor size; **NO** half or quarter size conduit).

Ground Rod

One or more ground rods shall be installed at the service pole; and where applicable, at the controller itself. The ground rod shall be min. 16 mm by 2.4 meters (5/8 in. by 8 ft.) (Minimum), copper-clad RUS 13, with brass or bronze ground rod clamp. Additional ground rods may be needed to achieve proper resistance to ground. **The controller ground rod shall be exothermically welded (by personnel properly trained to make exothermic welds). Grounding system shall be no greater than 15 ohms. Grounding systems shall be tested using the fall of potential method and shall be overseen by the Traffic Signal Systems Operations Manager.**

Ground Wire

The grounding wire for the service shall be No. 6 AWG, bare, 7 stranded wire. (Note that this is in addition to the solid grounding wire running down each wooden pole and shall be stapled at a min of every 16 inches with a coil of solid copper wire at the bottom and top of pole.) For grids the ground wire shall be #4 AWG 7 stranded or larger around concrete poles and # 2 or larger around Hub Buildings. The grounding for the service shall be connected to the cabinet ground rod with AWG 6 and the pole ground grid shall be connected to the cabinet ground rod in the electric service pull box, (located at the cabinet) to make up a complete grounding system.

Conduit

Conduit and fittings used for the electric service shall be PVC Schedule 80, MIN. Size 25 mm (1 in.) diameter. Contractor shall use 1 inch, 2 inch, 3 inch and so on conduit sizes. No half or quarter size conduit shall be used. It shall extend from the point of power company attachment, through the meter and disconnect assembly, to the controller cabinet (See FURNISH AND INSTALL CONDUIT Specifications).

Weather head

A weather head mating to the above conduit shall be used with overhead service connections. Weather head shall be malleable iron clamp on type Arlington Industries, Inc. catalog number 145 MFG number 00145 or approved equal. Also used shall be a strain Clevis, to create a 200 mm (1 ft.) minimum drip loop.

Cable

The electrical cable installed from the point of power company attachment to the Communication Local Cabinet or the Communication Hub Cabinet, shall be: Type THHN/THWN, sized per length of run and voltage drop and above table, 3-WIRE, (white, black, red) 600 Volt, copper only, stranded, with cable lugs. Wire sizes AWG 6 and smaller shall have colored insulation (Red, Black, White, Green). Wire sizes larger than AWG 6 shall be marked with phasing tape (Red, Black, White) at every termination point. Grounding conductors shall be bare copper or have Green insulation. At no place shall the service cable be in the same conduit as any other control and or electric cables.

Hardware

All hardware used shall be rustproof: steel parts shall be stainless steel or Hot Dipped galvanized. Stainless steel ¾" bands shall be used for attachment to steel/concrete poles. The bands are to be spaced every 1.0 meter (3 ft.) maximum, and at the top and bottom of the pole. When specifically required by the utility company or on wood poles, stainless steel conduit clamps/strap, fastened with hot dipped galvanized or stainless steel screws, may be substituted for the bands. A neutral spool bracket shall be furnished and installed by Contractor for the power company attachment **(house knobs are not acceptable)**.

Power Service Assembly

- Lightweight corrosion resistant aluminum construction (painted gray).
- 14 gauge galvanized post with high quality electro-deposition gray paint finish.
- UL listed NEMA 3R construction.
- 10,000 AMPS RMS symmetrical short circuit rating, 22,000 AMPS rating available when appropriate 22,000 AIC breaker is field installed.
- 100 AMP (200 amp for hub buildings) continuous, 120/240 V single phase 4 jaw ring type meter socket.
- Loop feed 350 KCMIL single phase line terminals as standard.
- Main breaker (bolt in main on 200 amp service), convertible 2 circuit load center, or 12 circuit plug-in load center.
- Lockable, sealable covers provided with stainless steel latches.
- Parallel wired units are copper bussed from the meter socket to the load center.
- Multi-breaker UL listed accepts GE, Bryant, Challenger, Westinghouse, Sq D. "Homeline" or ITE plug-in circuit breakers.
- Deadfront construction for maximum user safety.
- Fully accessible line terminal compartments.

Pull Box

A 17''X30''X28'' pull box shall be installed within five (5) feet of cabinet location. The pull box shall be an Armorcast A6001640TAPCX28, 17''X30''X28'' or approved equal. All pull boxes containing electrical cable shall have TRAFFIC ELECTRIC logo caste into the lid. All pull boxes containing electrical cabling shall have a PNA dome pack post cable marker 3" in dia., 6' long with a 16" Red top with approved labeling and phone number (labeling information and phone number to be supplied by

Engineer for each project) or approved equal. There shall be a Red passive marker ball operating at a frequency of 169.8KHZ installed in all pull boxes containing electrical conductors. The red passive marker balls shall be compatible with a Metro Mark passive marker locator 760Dx or approved equal. See install Service Box.

CONSTRUCTION METHODS

The electrical service shall be installed in accordance with all applicable codes, regulations, and the REQUIREMENTS OF THE POWER COMPANY, with the final location being determined in the field. Typical construction methods are shown on the Installation Details, and the Standards.

The Contractor shall obtain all ELECTRIC PERMITS required; and shall arrange for INSPECTION at completion.

The Contractor shall install the power service and post locations as shown on the Plans at the back edge of the right-of-way. The power company will supply power to the power service.

At locations where need is determined by the Contractor, transformers shall be installed to compensate for voltage drops in service. All work to comply with the NEC.

EQUIPMENT POWER

Normal

For equipment for this Contract, (while operating from a 115 VAC, ± 10%, sixty (60) Hz, commercial grade, non-dedicated power service), shall be capable of providing the following:

Proper regulation for AC outputs, up to one-hundred and fifty percent (150%) of normal load.

Sufficient internal electronic noise and transient immunity, so that equipment fed by this service will not be affected by either noise or transients.

Equipment power supplies of sufficient design to prevent extraneous coupling of signals between equipment.

Complete internal surge protection (in addition to that of the cabinet).

Additional

Where electronic problems can be traced to Radio Frequency Interference (RFI), as shown by an oscillo - scope, then the Contractor shall provide additional isolation, filters, capacitors, etc. to eliminate the problem.

GROUND SYSTEM

The resistivity of the electrical system EARTH GROUND shall be FIFTEEN (15) OHMS OR LESS, as measured with an appropriate instrument which was calibrated not more than twelve (12) months prior to the date of performing such tests. Test shall be over seen by Traffic Signal Systems Operations Manager and documented results given to City Traffic and Transportation. Contractor shall add appropriate grounding to achieve the above requirements if needed the additional ground rods, wire and

exothermic welds will be paid separately as approved by the Traffic Signal Systems Operations Manager.

CATALOG CUTS ARE REQUIRED

METHOD OF MEASUREMENT

Complete electric services shall be measured by EACH service installed in place, as shown on the Plans. It shall include riser conduit, cable, conduit fittings, and hardware from meter can to power company attachment point, ground rod, banding, clamps, lugs, power service assemblies and all other materials and equipment specified or directed by the Traffic Signal Systems Operations Manager or power company.

BASIS OF PAYMENT

Complete electric services, inspected, accepted, and measured as above, shall be paid for at the contract bid price for:

EA	F/I 100 AMP electrical service on wood or concrete pole
EA	F/I 100 AMP electrical service on pedestal underground
EA	F/I 200 AMP electrical service on concrete or wood pole overhead
EA	F/I 200 AMP electrical service on pedestal underground
LF	Install #10, 6, 4, or 2 THHN in duct (length of pull not length of cable)
LF	Install 1/0, 2/0, 3/0, or 4/0 THHN in duct (length of pull not length of cable)
LF	Install 300 or 350 MCM in duct (length of pull not length of cable)
EA	F/I additional ground rod 5/8" X 8'
LF	Install additional #4 ground wire 7 strand bare
EA	F/I additional exothermic weld for 5/8" ground rods and #4 or 6 wire
EA	F/I lential for disconnect
EA	Install lential for disconnect
EA	F/I 100AMP disconnect
EA	F/I 200AMP disconnect

Which shall be full compensation for furnishing wire and conduit from meter can to power company attachment, meter base/power panel, disconnect switch, and all materials, equipment, labor, and incidentals to complete the work as specified.

FIBER OPTIC CABLE

DESCRIPTION

This item shall consist of installing single-mode fiber optic (SMFO) cable in conduit and risers or overhead lashed to new messenger cable or over lashed to existing messenger with existing cables. The Contractor shall furnish all attachment hardware and installation guides necessary to install the fiber optic cable. Contractor shall have index of refraction labeled on as-built for all fiber cable. SMF cable furnished by the Contractor will be paid for under the line item for materials cost plus.

GENERAL

The cable shall meet all requirements stated in RUS-90 as well as those stated within this specification. The cable shall be an accepted product of the United States Department of Agriculture Rural Utility Service as meeting the requirements of RUS-PE-90. The cable shall be new, unused, and of current design and manufacture.

The single-mode fiber used in the cable shall conform to the following specifications:

Fiber Coating	Corning CPC6 or approved equal
Cladding Diameter: measurement	125.0 + 1.0 μm by fiber end
Outer Coating Diameter	245 ± 5 μm
Core-Clad Concentricity	≤ 0.5 μm
Cladding Non-Circularity:	≤1.0%
Fiber Curl	≥4.0m radius of curvature
Index of Refraction 1310/1550 nm	1.4693/1.4690
Mode field diameter – 1310	9.2 ± 0.4 μm
Mode field diameter – 1550	10.5 ± 1.0 μm
Cable Cutoff Wavelength	ccf ≤ 1260nm
Refractive Index Profile	Matched clad, step index
Zero Dispersion Wavelength	1304nm ≤ ± o ≤ 1324 nm
Zero Dispersion Slope	<0.092 ps(km-nm)
Dispersion 1330 nm	<3.5ps/(nm-km)
Dispersion 1550 nm	<18ps/ (nm-km)

Point Discontinuity	≤ 0.10 dB at 1310 and 1550 nm
Attenuation at Water Peak (Uncabled Fiber)	<1.5 dB/km at 1383 ± 3nm
Attenuation vs. Wavelength	1285 ≤ 1310 ≤ 1330nm – 0.05 dB/km 1525 ≤ 1550 ≤ 1575 nm – 0.05 dB/km
Attenuation vs. Bending	1 turn (32 mm) at 1550nm ≤ 0.50 dB 100 turns (50mm) at 1550nm ≤ 0.10dB
Polarization Mode Dispersion Coefficient	≤ 0.2 ps/√km
Temperature Cycling	≤ 0.05 dB/km (-40 C to 85 C)
Temperature-Humidity Cycling RH	≤ 0.05 dB/km – 10 C to 85 C, 4 to 98%
Water immersion, 23 C	≤ 0.05 dB/ km
Heat Aging, 85 C	≤ 0.05 dB/ km
Proof Test	≥ 100 kpsi

Fiber Characteristics

All fibers in the cable shall be usable fibers and meet required specifications.

All optical fibers shall be sufficiently free of surface imperfections and inclusions to meet the optical, mechanical, and environmental requirements to this specification.

Each optical fiber shall consist of a doped silica core surrounded by a concentric silica cladding.

The coating shall be a dual-layered, UV cured acrylate applied by the fiber manufacturer. The coating shall be capable of being mechanically or chemically striped without damaging the fiber.

Optical fibers shall be placed inside a loose buffer tube.

EIGHT through TWELVE (8-12) buffer tubes, each containing twelve (12) single-mode fibers shall be furnished. The fibers shall not adhere to the inside of the buffer tube. Each buffer tube shall contain twelve (12) fibers.

Each fiber shall be distinguishable from each other by means of color coding according to the following.

These colors shall meet EIA/TIA-598, "Color Coding of Fiber Optic Cables".

Buffer tubes containing fibers shall also be color coded with distinct and recognizable colors according to the following:

1.	Blue	7.	Red
2	Orange	8.	Black
3.	Green	9.	Yellow
4.	Brown	10.	Violet
5.	Slate	11.	Rose
6.	White	12.	Aqua

These colors shall meet EIA/TIA-598, "Color Coding of Fiber Optic Cables".

Buffer tubes shall be of a dual-layer construction with the inner layer made of polycarbonate and the outer layer made of polyester. Fillers may be included in the cable core to lend symmetry to the cable cross-section where needed.

Each buffer tube shall be filled with a non-hygroscopic, electrically non-conductive, homogenous gel. The gel shall be free from dirt and foreign matter. The gel shall be readily removable with conventional non-toxic solvents. Water blocking tape is an acceptable substitute.

Buffer tubes shall be stranded around a central member using the reverse oscillation, or "SZ" stranding process.

Binders shall be supplied with sufficient tension to secure the buffer tubes to the central member without crushing the buffer tube. The binders shall be non-hygroscopic, non-wicking (or rendered so by the flooding compound), and dielectric with low shrinkage.

The cable shall contain a central member that is intended to prevent buckling of the cable. The central anti-buckling member shall consist of a glass reinforced plastic rod.

The cable shall contain at least one (1) ripcord under the sheath for easy sheath removal.

Tensile strength shall be provided by high tensile strength aramid yarns and fiberglass. The high tensile strength aramid yarns/fiberglass shall be vertically stranded evenly around the cable core. All cable shall be sheathed with medium density polyethylene. The minimum nominal jacket thickness shall be 1.4 mm. Jacketing material shall be applied directly over the tensile strength members and flooding compound. The jacket or sheath shall be free of holes, pits and blisters.

The maximum pulling tension shall be 2700 N (600 lbs.) during installation (short-term) and 600 N (135 lbs.) long-term installed.

The shipping, storage, installation and operating temperature range of the cable shall be –40° C to 70° C.

Drop Kit

When specified on the Plans, the Contractor shall furnish and install all necessary items required for connectivity of a device to the network via fusion splice of a drop cable to the network trunk cable. This assemblage of items shall be known as a drop kit. The drop kit consists of the drop cable assembly, fiber optic splice closure, termination's splices and splice trays. **The "Gator Patch" product is acceptable for this application. Gator Patch if used takes the place of the interconnect center.**

Quality Assurance Provisions

All optic fibers shall be proof tested by the fiber manufacturer at a minimum load of 100 kpsi.

All optical fibers longer than 1,000 meters shall be 100% attenuation tested by the manufacturer. The attenuation of each fiber shall be provided with each cable reel. Fibers less than 1,000 meters shall be tested for continuity.

Splice Closure – Underground

Use

The closure shall be 3M brand only no exceptions, designed for use under the most severe conditions such as moisture, vibration, impact, cable stress and flex temperature extremes as demonstrated by successful passing the factory test procedures and minimum specifications listed below. The closure will be installed inside service boxes. For more details see FURNISH AND INSTALL SERVICE BOXES. The closures shall be incidental to the fiber optic cable installation.

Physical Requirements

The closure shall handle up to four (4) cables in a butt configuration. A butt adapter may be used to increase capacity to six (6) cables.

The closure shall prevent the intrusion of water without the use of encapsulate.

The closure shall be capable of accommodating splice organizer trays, which accept mechanical, fusion, or multi-fiber array splices. The splice closure shall have provisions for storing fiber splices in an orderly manner, mountings for splice organizer assemblies; add space for excess or non-spliced fiber. Splice organizers shall be re-enterable. Splice cases shall hold a minimum of two (2) splice trays to a maximum of six (6) splice trays, with each tray housing 24 splices.

Closure re-entry and subsequent reassemble shall not require specialized tools or equipment. Further, these operations shall not require the use of additional parts.

The splice closure shall have provisions for controlling the fiber bend radius to a minimum of 38 mm.

CERTIFICATION

The Contractor shall provide certified test results from the manufacturer showing the cable furnished has been tested. The test shall be approved by SCDOT prior to its installation.

CATALOG CUTS ARE REQUIRED

LABELING AND DELIVERY

The SMFO cable furnished by the Contractor shall be packaged on non-returnable wooden reels. The reels shall not contain imperfections such as broken flanges or nails that may cause damage to the cable as it is unreeled.

Both the top and bottom ends of the cable shall be available for testing on the reel. The ends of the cable shall be sealed to prevent the ingress of moisture.

Each cable reel shall have a durable weatherproof label that shows the actual length of cable on the reel. Index of refraction shall be the same for all cable installed in project.

CONSTRUCTION METHODS

General

The Contractor shall take every precaution to ensure the fiber optic cable is not damaged during storage and installation. The fiber optic cable shall not be stepped on by workers, or run over by any vehicle or equipment. The fiber optic cable shall not be pulled along the ground, or over or around obstructions.

It shall be the responsibility of the Contractor to coordinate his overhead and underground construction activities on a continuing basis with each of the utility agencies that have facilities in the immediate vicinity.

The fiber optic cable shall be installed in conduit with other cables only where specifically called out in the Plans.

Where fiber optic cable is to be installed on overhead poles, the Contractor shall exercise care in temporary placement of installation equipment to provide safety to the public and to prevent damage to existing facilities. Should the Contractor cause damage to any existing cables and/or equipment, the Contractor shall immediately notify the Traffic Signal Systems operations manager. The affected owner and the Contractor shall repair or have the repair made at no additional cost.

During installation, the Contractor shall provide cable blocks at least every 50 feet to guide the cable and reduce pulling tension. All pulling equipment and hardware that will contact the cable during installation must maintain the minimum bend radium of the fiber optic cable as listed in Table 1. Corner blocks, appropriately sized to ensure that the minimum bending radius of the cable is maintained, shall be provided whenever fiber optic cable must be pulled around a corner.

Table 1
Fiber Optic Minimum Bend Radius Chart

Nominal Cable Diameter		Minimum Bend Radius (no tension) Installed		Minimum Bend Radius (under tension)	
Millimeters	Inches	Centimeters	Inches	Centimeters	Inches
6.0 – 10.0	(1/4 – 3/8)	10.0	(4.0)	15.0	(6.0)
10.1 – 15.0	(4/10 – 6/10)	15.0	(6.0)	22.5	(9.0)
15.1 – 20.0	(10/16 – 8/10)	20.0	(8.0)	25.0	(10.0)
20.1 – 23.0	(13/16 – 9/10)	23.0	(9.0)	25.0	(10.0)
23.1 – 25.0	(15/16 – 1.0)	25.0	(10.0)	30.0	(12.0)

In the case where the plans call for fiber optic installations in conduit, the fiber optic cable shall not be pulled through any intermediate junction box, manhole, pull box, pole base or any other opening in the conduit unless specifically required by the Traffic Signal Systems operations manager in specific facilities. The necessary length of cable to be installed shall be installed from one junction box, manhole, pull box, pole base, or cabinet to the immediate next downstream manhole, box, pole base, or cabinet. The remaining length of cable to be installed in the next conduit shall be carefully stored in a manner that is not hazardous to vehicular traffic, yet ensures that no damage to the cable shall occur. The cable shall be stored in a manner that shall allow that length of cable to be safely pulled into the next conduit. The Traffic Signal Systems operations manager shall approve the storing methods to be used.

Cable reel lagging shall remain on the cable reels until they arrive at the pulling site. If the lagging has been removed, the Contractor shall securely fasten the cable ends to avoid damage during transit.

If the cable must be unreeled during installation, the "figure-eight" configuration shall be used to prevent kinking or twisting of the fiber optic cable. The preferred size of the "figure-eight" is 15 feet with each loop about eight (8) feet in diameter. The fiber optic cable shall not be coiled in a continuous direction except for lengths of 100 feet or less.

In case of aerial installations, the Contractor shall not increase the tension on the messenger cable to which the fiber optic cable has already been lashed.

At the completion of a day's installation, the Contractor shall protect the cable from the ingest of moisture by placing a cable cap and/or several wraps of tape on the tip of the cable.

The Contractor shall record the cable meter marks at the fiber splice points on a set of as-built Plans. Two (2) copies of the Plans showing the meter marks shall be provided to the FTS Manager II. The meter marks are most easily obtained while forming drip loops.

For aerial installations, the Contractor shall route the fiber optic cable on the inside of messenger intersections at dead ends and crossovers.

Aerial Installation

General

Where the Plans call for aerial installation, the Contractor shall furnish new messenger cable and shall lash the fiber optic cable to the new messenger.

Aerial cable shall be installed either manually or by using the moving reel method. If the Contractor proposes to use the moving reel method, the Contractor shall submit to the RCE the cable manufacturer's recommended procedures for this installation technique at least seven (7) days prior to beginning the installation of the fiber optic cable.

The required clearances between the fiber optic cable and the utility features shall be maintained as follows unless otherwise noted on the Plans:

- A minimum of four (4) inches vertical clearance and 12 inches minimum total (diagonal) separation shall be maintained to the telephone and/or cablevision facilities.
- A minimum of 40 inches vertical clearance shall be maintained to all electrical transformers.
- A minimum of 40 inches vertical clearance shall be maintained to all electric lines (including street light circuits).

Relocation of overhead utilities will be made by others and is not a part of this Contract.

Where called for on the Plans or as directed by the Traffic Signal Systems operations manager, fiberglass extension arms shall be furnished and utilized to install the new fiber optic cable. Such fiberglass extension arms shall be an MIF PH6-2 or approved equal.

Where called for on the Plans, the Contractor shall install down guys as shown in the typical diagrams in the Plans. Guy guards shall be constructed of #18 hot-dipped galvanized steel. All guy hardware shall be on the same bolt with the J-hook.

The Contractor shall use a Kellems® (or approved equal) grip wire mesh pulling grip and swivel to prevent damage to the cable during cable pulls.

The Contractor shall provide drip loops for the fiber optic cable at all utility poles to which the fiber optic cable is attached. The drip loops must be of the "smooth-curve" type and shall be at least of the recommended dimensions for a drip loop in the typical details. Drip loops shall be formed by hand or by using an expansion loop-forming tool. Straps and spacers shall be used to support the cable in the absence of lashing wire support and to hold the cable bundles together. The strap and spacer shall be installed no closer than four (4) inches to the first bend in the drip loop.

Where called for on the Plans, the Contractor shall install backlashes in the fiber optic cable as necessary. The Contractor shall utilize sixteen (16) inch fiber optic strand storage bracket (Multilink model number 2116-SSPTB or approved equivalent) which are also known as "fiber optic sno shoes". All hardware necessary for the installation of the backlash including the "fiber

optic sno shoes", and lashing of the additional cable, shall be incidental to the cost of furnishing and installing the fiber optic cable.

The straps and spacers used for drip loops and other fiber optic cable handling purposes shall be hand-tight only. The strap and spacer must be loose enough to allow longitudinal travel by the cable, but tight enough to prevent the strap and spacer from moving on the messenger cable.

Lashing

The fiber optic cable shall be overlashed to the new messenger installed by the Contractor. The lashing shall be accomplished with aluminum wrapping tape spaced at intervals not exceeding 380 mm or with 1.5 mm (minimum) diameter galvanized steel spiral cable wrap. Wrapping tape, if used, shall be 1.3 mm x 7.6 mm, and at least four (4) turns shall be used. Lashing shall be accomplished in the manner that results in the wire and the cable appearing to be an integral part of the support cable. Fiber optic cable shall be installed without loose lashing, twisting or weaving along the messenger.

The Contractor shall terminate the lashing wire with a lashing wire clamp as the cable run is lashed up, span-by-span. The lashing wires shall be terminated as follows:

- Place a cable spacer between the fiber optic cable and the messenger.
- Locate lashing wire clamp two (2) inches from strap and spacer. Pull enough lashing wire out of lasher to terminate into the lashing wire clamp.
- Wrap the lashing wire three (3) times around only the messenger between the lashing wire clamp and the planned location of the first wrap around both the strand and fiber optic cable.
- Secure the lashing wire as shown in the typical details.

Underground Installation

Where shown on the Plans, the fiber optic cable shall be installed in new or existing underground conduit, 36" deep. Typically, the drop cable from the backbone to the local cabinets is installed in two (2) inch schedule 80 PVC, or as indicated on the Plans.

Conduit

Conduit size and type are specified on the Plans. For additional information concerning conduit see FURNISH AND INSTALL CONDUIT. This section concerns the procedure for installing cable inside the conduit.

Seven (7) days prior to the installation of fiber optic cable in conduit is performed, the Contractor shall provide the RCE with four (4) copies of the cable manufacturer's recommended and maximum pulling tensions. Included with these pulling tensions shall be a list of the cable manufacturer's approved pulling lubricants. Only those lubricants in the quantity recommended by the fiber optic cable manufacturer shall be approved for use.

When installing the cable in underground conduit, the maximum allowable pulling tension for the cable installation by the Contractor shall not exceed 70 percent of the manufacturer's maximum pulling tension. If the cable is pulled by mechanical means, a dynometer (clutch device) approved by the Traffic Signal Systems operations manager shall be used to ensure that a maximum allowable pulling tension is not exceeded at any time during installation.

Fiber optic cable shall not be pulled over edges or corners, over or around obstructions or through unnecessary curves or bends. Approved cable guides, feeders, shoes and bushings shall be used to prevent damage to the cable during installation.

Sealing bushings rather than weather heads shall be used on all risers containing fiber optic cable. The sealing bushings shall conform to the typical detail shown.

Conduit bends and cabinet entrance fittings used by the fiber optic cable network shall be designed to accommodate the bending radius limitations of the fiber optic cable used.

The Contractor shall pull an adequate amount of fiber optic cable into the various cabinets and service boxes. The following table shows the amount of slack cable that should be provided in the various type cabinets and service boxes:

- Local cabinet 50 feet
- Field hub cabinet 50 feet
- Service boxes 100 feet
- Hub building 100 feet

The length of slack for each of these cabinet types should be divided evenly between entering and exiting cable. For example, the field hub cabinet should have 50 feet of slack on the entering cable and 50 feet of slack on the exiting cable for a total of 100 feet. If service box is within 50 feet of local or hub cabinet, the cable slack can be cut in half in the cabinets.

Service boxes and hub buildings should have 100 feet of slack on the exiting and 100 feet of slack on the entering cable for a total of 200 feet. When Gator Patch cables are used in local cabinets there should be 25 feet of slack in cabinet and 100 feet of slack entering into the service box. Maintenance loops should follow the same cable slack measurements listed for service boxes. After the fiber optic cable has been spliced, the cable shall be neatly coiled (with tie- wraps placed on the cable) and placed on top of the fiber interconnect center or on the bottom of the cabinet. The cable shall be readily accessible to enable maintenance personnel to perform splicing of the cable in a vehicle located near the controller cabinet.

All metal conduits shall be grounded. All conduit, terminal cabinets, anchor bolts and reinforcing bar cages shall be made mechanically and electrically secure to form a continuous system and shall be effectively grounded. The grounding or bonding conductor shall be #6 AWG bare stranded copper wire.

Bonding of metallic conduit in service boxes and other installations, where the conduit is not coupled, shall be coupled with metallic conduit ground bushings having smoothly rounded, molded, insulated inserts and bonding jumpers.

The Contractor shall furnish and install all grounding facilities.

Buried Cable Markers

Buried cable markers shall be located along the buried cable line at locations shown on the Plans and/or shall be placed at every service box and not more than every 2450 feet apart. The marker shall

be a PNA dome pack post cable marker 3" in dia., 6' long with a 16" orange top with approved labeling and phone number (labeling information and phone number to be supplied by Engineer for each project) or approved equal. An Orange passive marker ball shall be placed in every service box containing fiber or communications cable with a frequency of 101.4KHZ that is compatible with a MetroMark passive marker locator 760Dx or approved equal.

SPECIAL INSTRUCTION TO CONTRACTORS

Fiber optic cable, of the type and size specified, will be measured by the linear foot of cable actually furnished and installed, completely in place and accepted, using an optical time-domain reflectometer (OTDR).

The jacket shall have "Grabber" brand cable (stock no. VF0G – 07) markers. The markers shall be six (6) inches long, orange in color and read as follows in black: "SCDOT FIBER OPTIC CABLE Contact (803) 737-1893". Two Grabber brand cable markers shall be placed on cable in each service box and shall be visible when the lid is removed. For aerial installation, the cable markers shall be placed on each side of every pole approximately two (2) feet from the pole. The Contractor shall install three (3) additional markers on the cable between the poles, spaced equally apart along the span.

The SMFO cable shall be spliced only at those points shown in the Plans. The designated splices shall be in the fiber interconnect centers that are proposed for installation in the field hub cabinets, ITS hub and at service boxes as designated on the Plans. If fiber optic cable splice locations are not labeled on the plans the Traffic Signal Systems operations manager shall designate were splices will be allowed. Splicing of SMF cable is to be at a distance of 10,000 feet or greater. Reel end splices shall be located as indicated on the plans or by the Traffic Signal Systems operations manager. The Contractor shall order cable in reel lengths that are of sufficient length to require no intermediate splicing of the cable (reel lengths are typically over 11,000 feet to accommodate slack and service box layout).

CATALOG CUTS ARE REQUIRED

METHOD OF MEASUREMENTS

Installing fiber optic cable will be measured per linear foot, of the size specified, erected in place as shown on the Plans, and all miscellaneous hardware and related work activities as required. The process of figure-eighting the cable as a result of uncoiling it to cross water bodies, at jack/bore areas, bridge attachments, etc. as designated on the Plans, shall be incidental to the cable installation.

Pay items that have a greater than or less than pricing shall be paid at the price listed on the work order in accordance to the total length listed on the work order. Example (if the work order calls for 5500 feet the item will receive the greater than price for the entire length of the installation.)

BASIS OF PAYMENT

Install Fiber optic cable measured as provided above and accepted will be paid for at the unit price bid per linear foot for:

LF Install SMF in new duct less than 12,000'

LF Install SMF in new duct greater than 12,000'

LF Install SMF in existing duct less than 12,000'

LF	Install SMF in existing duct greater than 12,000'
LF	Install SMF lashed to messenger less than 12,000'
LF	Install SMF lashed to messenger greater than 12,000'
LF	Install SMF over lashed to messenger with existing cables
LF	Remove existing fiber from existing duct for salvage and reuse
LF	Remove existing fiber from existing duct for disposal
EA	Install snow shoes per set

FIBER OPTIC COMMUNICATION PLANT - TESTING

DESCRIPTION

The Contractor shall test the fiber optic cable before and after installation in accordance with the procedures in this project's special provisions. The results of the tests shall be provided to the City's Traffic Signal Systems operations manager. The Contractor shall test all used or spare/unused fibers.

FIBER OPTIC CABLE TEST

Continuity

Prior to the installation of any fiber optic cable, the Contractor shall test the continuity of each fiber using an optical time domain reflectometer (OTDR). The test shall be conducted while the fiber is still on the reel and the test results shall be provided to the RCE.

Splice Loss

After the installation of the fiber optic cable, the Contractor shall test the dB loss for every splice of the fiber optic cable in accordance with procedures established in the OTDR operator's manual. The testing may be done in conjunction with the splicing of the cable. Any splice that has a splice loss >0.05 dB shall be re-spliced.

The Contractor shall provide hardcopy test results to the RCE that identify the location of the splice (camera/RVD #, splice tray #), the fiber (by buffer tube and fiber color), and the splice loss in dB.

Connector/End Splice Testing

The Contractor shall test each connector/end splice loss in one (1) direction using an OTDR, in accordance with procedures established in the OTDR operator's manual. The average mated connector/end splice loss shall be <0.5 dB. Individual mated connector pair/end loss shall be <0.7 dB. Any connector/end splice with a loss greater than 0.7 dB shall be replaced by the Contractor. Any replacement connectors/ends shall also be tested.

End-to-End Attenuation Testing

The Contractor shall perform end-to-end testing of each fiber between each place point at 1310 nm, and 1550 nm in one (1) direction in accordance with EIA/TIA 526-7.

The Contractor shall provide hardcopy test results to the RCE that identify the two (2) ends of the test site, the fiber tested, the wavelength tested, the reference power output, and the system attenuation in dB.

The Contractor shall provide a splicing diagram showing the exact connectivity of each used fiber in this project. This diagram shall be in CADD form and shall be compatible Microstation CADD system.

The Contractor shall provide OTDR signature traces of all fibers between all CCTV locations and ITS control centers for system documentation and restoration purposes.

PAYMENT FOR TESTING

EA LSPM test (any wave)

EA OTDR testing (any wave) up to 72

EA OTDR testing (any wave) >144

EA OTDR reel test (any wave) up to 72

EA OTDR reel test (any wave) > 144

FURNISH AND INSTALL FIBER INTERCONNECT CENTERS AND CLOSURES

DESCRIPTION

These items shall consist of furnishing and installing fiber interconnect centers and fiber optic interconnect closures. **Splice Enclosures shall be of the 3M brand, no exceptions**. Included in these items are the splicing of the fiber optic cable; furnishing and installing splice trays, interconnection sleeves, jumpers, connectors and other hardware that may be needed to house the coiled fiber optic cable and the fiber optic splices. The centers and closures will have a varying number of splice trays and splices and shall be housed at locations such as: at base mounted 332A local cabinet, at field hubs (332A cabinet) and the hub building, and inside service boxes for drop cables to local cabinets or inside service boxes at reel termination points. Closures may be needed when the fiber optic cable is transitioned from a buried location to an aerial crossing at a river or railroad crossing.

MATERIALS

The Contractor shall furnish and install Gator patch cables or rack-mounted fiber optic interconnect centers at field cabinets or hubs. The Contractor shall also provide 3M splice closures at locations for drop cables and reel end splices. The fiber interconnect centers shall include strain-relief hardware, be rack-mountable and typically have the following capacities and locations:

a. At each of the base mounted local cabinets, there shall be one (1) splice/organizing tray and termination/connection capacity for a minimum of six (6) fibers and shall have ST connectors installed or a Gator patch.

b. At a field hub cabinet there shall be one or two (1-2) splice/organizing tray and termination/connection capacity for twelve to one hundred forty four (12-144) fibers.

c. At hub building, there shall be two (2) splice center/organizer trays with a capacity to hold a total of 144 splices.

d. The fiber optic 3M brand closures shall typically have the following capacities and locations:

    i. At fiber optic backbone reel end locations with a 144-splice closure capacity.
    ii. At drop locations as specified on drawing with a 12-splice closure capacity.

The fiber interconnect center and closures shall be located in the cabinet or service boxes such that the slack fiber optic cable stored on top of the fiber interconnect center (as required in the Special Provision – Furnish and Install Fiber Optic Cable) can be easily removed (along with the fiber interconnect center) from the cabinet and taken to a maintenance vehicle for splicing, if necessary.

The interconnect centers shall be equipped with fiber connector panels with factory-installed interconnection sleeves. The interconnection panels shall be clearly labeled (transmit/receive). The interconnection sleeves shall be type ST compatible, with ceramic insert, and composite housing for single-mode fiber optic cable. The trays shall be a Siecor type or approved equivalent.

The Contractor shall furnish pigtail fiber optic cable assemblies with type UPC-ST compatible connectors factory-installed on one (1) of the assemblies. The pigtails shall be fusion-spliced to the fiber optic communication cable in each splice tray. The appropriate number of pigtail assemblies shall be furnished and installed in each fiber interconnect center.

SPLICING OF THE FIBER OPTIC CABLE

Splicing Methods

All splicing shall be done by means of a fusion-splice technique, which induces less than 0.09 dB attenuation. Bare fibers shall be completely recoated with a protective RTV gel or similar substance prior to application of the sleeve or housing to protect the fiber from scoring, dirt, or microbending. Each spliced fiber shall be packaged in a heat shrunk protective sleeve or housing. All splices shall be performed in accordance with the cable manufacturers and the splice manufacturer's recommendations. During splicing, the Contractor shall maintain the continuity of the buffer tube and fiber color.

Incoming fibers shall be provided with five (5) feet of coiled slack and spliced to a pigtail of the same type fiber. Pigtails shall have a minimum length of five (5) feet and shall have a factory-installed UPC-ST compatible connector. The pigtails shall have an attenuation of less than 0.5 dB. The UPC-ST connector shall mate with the connector panels installed in the fiber interconnect center.

Unused optical fibers shall be properly protected with sealed end caps.

The Contractor shall record the meter marks on the cable sheath at each splice point. These marks shall be provided to the owner on a sheet of as-built system plans at the completion of the project.

The Contractor shall label all fiber optic patch panels and jumpers. Labeling shall match RVD and Camera addressing numbers, if fiber port is unassigned, the fiber destination location shall be used for labeling. The labeling shall be approved by the Engineer.

Jumpers

If necessary, the Contractor shall furnish and install single-mode fiber optic cable assemblies with UPC ST connectors factory-installed on each end (jumpers). These assemblies will be used to connect the fiber optic modem to the connector panel. These jumpers will not be paid for directly, but shall be considered incidental to the item Furnish and Install Fiber Optic Modem.

Future Applications

The fiber optic communications network is being designed and constructed to accommodate future applications. The Contractor shall only fusion splice the necessary fibers at local cabinet locations. However, the Contractor shall splice all fibers at reel end splices. Complete fiber optic cable count shall be terminated at Hub building, Local Hub cabinets, TMC facilities and/or other head end location. All pigtail assemblies shall be connected by the Contractor to the connector panels installed in the fiber interconnect center. The transmit and receive designations of each fiber pair shall be clearly labeled on the front of the connector panel. Each fiber termination/connection shall be tested for attenuation. The Contractor shall provide to the City three hard copies and three electronic copies on CD of the OTDR test results of all fiber optic cable installed on project. The Contractor shall provide to the City three copies of CADD drawings and three electronic copies on CD of all fiber allocations for every fiber installed on the project, terminated and non-terminated fiber included. Contractor will supply to the City any software required to open the OTDR electronic files at no additional cost to the City.

CATALOG CUTS ARE REQUIRED

METHOD OF MEASUREMENT

The fiber optic centers and closure shall be incidental to the cost of the installation of the fiber optic cable. This shall include the labor, equipment, and materials necessary to install the fiber optic interconnect centers and closures in accordance with the Plans and Project Special Provisions.

BASIS OF PAYMENT

The fiber interconnect center **or Gator Patch**, as measured above, will be incidental to the installation of the fiber optic cable. See install fiber optic cable for relevant specifications.

EA	FO Fusion splicing < 24
EA	FO Fusion splicing < 144
EA	FO Fusion splicing > 144
EA	Install splice trays/coupler panels
EA	Install FO splice closure only

EA F/I coupler panel, 6 fiber, SM, ST (CCH-CP06P-19)
EA F/I FO splice tray housing rack max 144 fiber (CSH-03U)
EA F/I FO splice tray, fusion heat shrink 12 fiber (M67-048)
EA F/I FO jumper, SM, ST, LC 6'
EA F/I pigtail, SM, ST, 3'
EA F/I jumper, SM, ST, 3'
EA Install term cabinet, wall or rack
EA LT FO cable prep up to 72
EA LT FO cable prep greater than 96
EA F/I splice enclosure 48 strand fiber (2178S)
EA F/I splice enclosure 96 strand fiber (2178L w/ Exp)
EA F/I splice enclosure 144 strand fiber (2178LL w/2181 Exp)
EA F/I fiber trays, fusion HS, slant (2523t w/ 2524I)
EA F/I aerial FOSC mounting brackets (2183)

INSTALL PRESTRESSED CONCRETE POLES

DESCRIPTION

The following specification covers design, fabrication and installation of pre-stressed spun concrete poles. Poles shall be designed and constructed so that all wiring and grounding facilities are concealed within the pole. All handholes, wire inlets/outlets, inserts for pole steps, thru-bolt holes and ground wire shall be cast into the pole during the manufacturing process. These specifications are for typical 60 and 80-foot concrete poles to be used for installations with Closed Circuit Television (CCTV) assemblies. Pre-stressed concrete poles shall be Accord Industries #840-0751-060/SC CCTV or Stress Crete SCDOT camera lowering device pole for sixty (60) foot poles or approved equal.

DESIGN

Poles shall be designed considering the application of both dead load and wind load. The moment at any point along the length of the pole is to be the sum of moments resulting from dead loads and forces from wind loads. The wind force is to be computed by multiplying the specified wind pressure by the effective projected area (EPA) of the individual components.

The P-Delta secondary moments due to the deflected unbalance of the structure must be accounted for in the design and shown in any calculations submitted.

Poles shall be designed to meet AASHTO requirements for wind loading.

Manufacturer shall supply engineering calculations which support pole design, hardware when applicable and foundation design when soil borings are provided. Calculations shall be approved and stamped by a registered professional engineer.

Poles shall be designed such that the deflection does not exceed 1.1% of the free height of the pole at its maximum EPA under a wind loading equivalent to ½ the designated ultimate wind speed, including a 1.3 gust factor.

The natural frequency of the pole shall be limited to 0.8 cycles/sec. The manufacturer shall provide calculations verifying the above requirements.

The structural design shall provide for both multiple point and one point lifting.

Poles shall be designed such that the forces imposed in handling, transportation and erection including a 1.3 impact factor, shall not exceed its cracking moment when handled at the pickup point locations indicated by the manufacturer.

MATERIALS

Concrete

The concrete mix shall be designed to achieve a minimum 28-day compressive strength of 8,000 psi. Concrete test reports shall be kept per ASTM C-99 and certified by a registered professional engineer. Cement shall conform to the latest requirements of Type I, II or III Portland Cement in accordance with ASTM-C150. Maximum size aggregate may be ¾ inch or 75% of the clear spacing between main reinforcing steel and surface of pole. Any water/reducers, retarders, or accelerating admixtures shall conform to ASTM-C494. Water shall be free from foreign materials in amounts harmful to concrete and embedded steel.

Pre-stressing Steel

Pre-stressing steel reinforcement shall conform to uncoated 7-wires, stress-relieved strand (including low relaxation) per ASTM-A416 and shall be limited to ½ inch diameter.

Spiral Reinforcement

Steel spiral reinforcement shall conform to the requirements of ASTM-A82 and shall not be less than 0.150 inch diameter. The pitch of the spiral steel shall not be greater than 3.2 inches or the radius of the pole, whichever is less.

Hardware

All structural steel shall conform to ASTM-A36 and be hot-dip galvanized in accordance with ASTM-A123. Zinc alloy AC41A for inserts, hand hole frames and covers, shall conform to ASTM-B240. All bolts, nuts, washers and other fasteners must be either stainless steel or hot-dip galvanized per ASTM-A153.

MANUFACTURE

All manufacturing tolerances, details or reinforcement and finishes shall be in accordance with "Guide Specification for Pre-stressed Concrete Poles", as published in the May-June 1982 issue of the Journal of the Pre-stressed Concrete Institute.

Poles shall be pre-stressed concrete poles, manufactured by the centrifugal spinning process. Poles shall be round in cross-section with hollow center.

Pre-stressing forces shall be limited to 65% of the ultimate yield strength of the pre-stressing strand.

Forms shall be designed to provide a minimum concrete cover of ¾" inch over the spiral steel.

Poles shall have a smooth natural form finish, soft gray color.

The manufacturer shall have a minimum of ten years of experience in the design and production of centrifugally spun concrete poles.

Pole will be of single piece construction through 130 ft., unless otherwise specified.

POLE ACCESSORIES

Nameplate

A brass or aluminum nameplate shall be cast into the wall of the pole approximately five (5) feet above the ground line identifying the name of the manufacturer, job identification (SCDOT project number) or order number, overall length, manufacturer date, and actual weight.

Two (2) four (4) inch x ten (10) inch conduit entrance opening shall be centered 18 inches below grade.

An internal wire support shall be located directly above each wire inlet/outlet and be accessible from the handhole opening.

Each pole shall have galvanized steel or a PVC cap (for 40 feet poles only). The pole base shall be plugged to provide extra bearing surface.
Grounding - A #4 stranded copper ground wire shall be cast into the pole. The ground wire shall be terminated in a copper/tank ground at the top platform/crossarm level and approximately 12 inches below grade. Ground grid shall be connected to the cabinet ground and electric service ground in the electrical pull box located at the cabinet. The copper tank ground shall provide a ½ inch tapped insert for the grounding of hardware. The tank ground shall be connected to the camera lowering device at the top of the pole with AWG 4 stranded bare copper, shall meet NFPA and UL96 requirements.

A minimum size three and one-half (3-1/2) inch x eight (8) inch reinforced hand hole frame with curved cover shall be centered 24 inches above grade for both 40 feet, 80 feet and 60 feet poles. This hand hole (on 60 and 80 feet poles only) shall have the manufacturer recommended attachments installed for the camera lowering device wench to be used on this contract.

A minimum size three and one-half (3-1/2) inch x eight (8) inch reinforced hand hole frame with curved cover shall be centered 48 inches above grade for both 40 feet, 80 feet and 60 feet poles. There shall be (on 60 feet poles only) an eye bolt installed 90 degrees offset from the hand hole inside of pole. The eyebolt shall be installed to manufacturer recommendations to secure the camera-lowering device's lowering cable

A minimum size three and one-half (3-1/2) inch x eight (8) inch reinforced hand hole frame with curved cover shall be centered 52 inches above grade for both 40 feet, 80 feet and 60 feet poles. There shall be (on 60 feet poles only) an eye bolt installed 90 degrees offset from the hand hole inside of pole. The eyebolt shall be installed to manufactory recommendations to secure the camera-lowering device's lowering cable.

A minimum size three and one-half (3-1/2) inch x eight (8) inch reinforced hand hole frame with curved cover shall be centered 20-23 feet above grade for radar detection devices for both 40ft, 80ft, and 60ft poles.

A minimum size two (2) inch x eight (8) inch reinforced hand hole frame with curved cover shall be centered 48 - 49 feet above grade for the 60 and 80 feet pole only

INSTALLATION

Prior to installation, the Contractor shall conduct the necessary soil samples and geotechnical analysis to determine installation depth and foundation design requirements for each pole. The samples should be taken at the locations where the poles are to be installed and a copy of the analysis submitted to the SCDOT project engineer for consensus. The analysis results should provide a recommendation of the back fill material, depth and diameter requirement for the concrete pole. When pole is to be installed on steep slopes or hills Contractor shall furnish and install a level 12'X12' class A concrete pad around pole for access and maintenance purposes, **at no additional cost to the City.** A service box shall be installed in pad with 2- two (2) inch spare conduits extending out two (2) feet past the edge of pad for future access. The conduit locations shall be marked with an X in the concrete pad.

For bidding and estimating purposes, an embedment depth of ten percent (10%) of the overall pole length plus an additional four (4) feet may be used. Sixty and Eighty feet CCTV poles shall have a typical 36-inch diameter hole. Forty feet poles shall have a typical 24-inch diameter hole.

Grounding Grid

There shall be a four point grounding grid 7' x 7' around pole which shall be connected to copper/tank ground 12 inches below grade. The grid shall consist of a min. of four RUS 13 ground rods 5/8 inch by eight (8) feet long copper clad, a min. of #4 AWG bare 7 stranded copper wire. Ground grid shall be connected to the cabinet ground and electric service ground in the electrical pull box located at the cabinet. Additional ground rods may be required to achieve proper resistance to ground. Connections to rods shall be by a method of exothermic weld connections. Ground grid shall meg <15 ohms and shall be tested using the fall of potential method and test shall be overseen by Traffic Signal Systems operations manager.

Plumbing Pole

Poles shall be plumbed (straight) before back filling, to Traffic Signal Systems operations manager approval.

Access Holes

Pole shall be set so that top Access hole in pole is no more than four (4) and one half (½) feet above finished grade and no less than four (4) feet above finished grade.

Back fill Material

Back fill material shall be crush and run in typical installations. No soil samples and geotechnical analysis have been made. Contractor is responsible for all soil samples and geotechnical analysis. Where deemed necessary by Traffic Signal Systems operations manager, Class A Concrete shall be used for back fill material at no additional cost to the City.

CATALOG CUTS ARE REQUIRED

METHOD OF MEASUREMENT

Furnishing and installing pre-stressed concrete poles, will be measured by each, of the size specified, erected in place as shown on the Plans, including grounding, back fill material, concrete pad for slopes, soil samples, and all miscellaneous hardware and related work activities as required.

BASIS OF PAYMENT

Furnishing and installing pre-stressed concrete poles, accepted, and measured as above, will be paid for at the contract unit price bid for:

EA	F/I 60' concrete pole
EA	Install 60' concrete pole
EA	Remove 60' concrete pole including fill
EA	F/I 80' concrete pole
EA	Install 80' concrete pole
EA	Remove 80' concrete pole
EA	Install 40' concrete pole
EA	Remove 40' concrete pole including fill

Which shall be full compensation for furnishing all materials, equipment, labor, grounding, back fill material, concrete pad for slopes, soil samples, and incidentals necessary to complete the work as specified.

INSTALL CAMERA LOWERING DEVICE

DESCRIPTION

The camera lowering device shall be designed to support and lower a standard closed circuit television camera, lens, housing, dome, PTZ mechanism, cabling, connectors and other supporting field components without damage or causing degradation of camera operations. All components of the lowering device shall be installed so that they function properly with other ITS components). The device shall be used in conjunction with concrete support poles. Camera lowering device shall be a Moog CV280-D-SC, Camera Lowering Systems (CLS) CDP-16HD or (CLS) CDPG-16HDBP series or approved equal. Lowering device to be offset a minimum of 90 degrees off access holes. Lowering devices should typically be ordered with 85 feet of lead cable (longer lengths maybe required) and 18 inch pigtail on lowering head. When deemed necessary by the City the Contractor shall furnish longer lead cables as needed per project.

MATERIALS

Top Plate or Arm Mounted Assembly

The headframe assembly shall be designed to bolt to a round cross section on top of pole structure.

The interface and locking components shall be made of stainless steel and or aluminum. All external components of the lowering device shall be made of corrosion resistant materials, powder coated, galvanized, or otherwise protected from the environment by industry-accepted coatings to withstand exposure to a corrosive environment.

The lowering device shall be a "single cable" system, with the control cable remaining stationary in the pole during the lowering process. Camera lowering tool is a LT-1R-11-XX or approved equal.

The only cable permitted to move within the pole or lowering device during lowering or rising shall be the stainless steel lowering cable. All other cables must remain stable and secure during lowering and raising operations.

Camera Mounting Assembly

The camera mounting assembly shall be a two piece design for easy camera mounting.

- Both sections shall be made of corrosion resistant cast aluminum.
- The top half shall be mounted and gasketed to the bottom of the disconnect unit. It shall extend into the cylinder of the disconnect unit and designed to repel water.
- Inside the top half, it shall have provision to mount additional weights for lightweight cameras or other equipment.
- All parts shall be made of extra heavy construction.
- The camera connection box shall be adaptable to all brands of cameras by means of a one and one half inch NPT receptacle.
- The two piece construction shall feature a lower box that hinges down for easy access to wiring. It shall contain a large capacity-splicing compartment for camera power, signal leads, surge suppression equipment, and connectors. The internal cavity shall be a minimum 8.5 inches square X a minimum 4.5 inches deep (per half) with a 1.5 inch NPT female pipe thread centered in the bottom
- All hardware shall be made of stainless steel.

The hoist cable shall be stainless steel wound anti-rotational aircraft cord minimum of 1/8 inch diameter manufactured to meet MIL-W83420C.

Electrical Connection

The coaxial and electrical disconnect unit shall meet or exceed sine vibration tests of 3.5 g's within the frequency range of 5-60 Hz in all three axes for minimum of six 5-minute cycle each axes. It shall meet or exceed random vibration tests of frequency range 60-1000 Hz at .025 g2/Hz applied for 30 minutes in each of the three axes. It shall have results to exhibit no signal or electrical discontinuities greater than 10 microseconds. Tests applicable to Electrical Disconnect Unit and attached component.

The EDU shall have a 3-way tracking guide and support. It shall be constructed of precision cast high strength aluminum alloy 356-T6. A permanently fixed position piece incorporating a special tracking guide system permits the moveable portion of the Disconnect Unit to align in the same position every time the system is operated, thereby eliminating the need to re-orientate the camera. The Electrical Disconnect Unit shall have twin high strength notches securing the load of the Lower Contact Assembly and camera.

The MULTI-CONTACT Connector assembly shall be modular for easy installation and retrofit requirements. All pin and socket contacts shall be insertable and removable. The connector shall have a maximum of 16 copper alloy C14500, size 12 contacts (.095" Dia.) rated at 35 Amps with gold plating per MIL-G-45204. All hardware shall be corrosion resistant stainless steel. It shall have a self-aligning and self-adjusting mechanical system comprised of two principal assemblies:

Two UPPER CONTACT HALVES shall house the socket contacts. It shall incorporate spring assisted polymer contact body with precision-machined guideposts. The socket contact body shall have integral guideposts for precise contact alignment. The composite cable shall be terminated directly into the upper contact halves and shall run splice free to the CCTV cabinet. Composite cable shall be Camera Lowering Systems 663-229-RG59-09 or approved equal.

Two LOWER CONTACT HALVES shall house the pin contacts comprised of spring assisted polymer contact body with precision-machined guidepost receivers. The pin contact body aligns with guideposts of integral socket body guideposts.

The EDU cover shall be a one-piece hydro-spun heavy gauge stainless steel. The unit shall have a guidepost constructed of precision cast high strength stainless steel. It shall utilize a cast-in- place guide bar for precise alignment of Lower Contact Assembly with the fixed portion of the EDU.

CONSTRUCTION METHOD

The lowering device shall not be installed on pole prior to delivery to installation location. After pole is delivered to the location where it is to be erected, the lowering device shall be installed. The clam shell or junction box shall not be mounted prior to pole being set. The Clam shell or junction box shall be mounted after the pole is erected by means of lowering the device and then installing. Care shall be taken while the pole is being erected to insure lifting cables do not rest against or damage lowering device. It is the Contractor's responsibility to insure the lowering device is level and straight after erection of pole, to the satisfaction of the City.

CATALOG CUTS ARE REQUIRED

METHOD OF MEASUREMENTS

Furnishing and installing lowering devices will be measured by each, including all miscellaneous hardware and related work activities as required.

BASIS OF PAYMENT

Installing a lowering device complete in place and accepted by the City, shall be paid for at the per each Contract bid price:

EA	Remove lowering device on existing erected pole
EA	Install lowering device on existing erected pole
EA	Remove and install lowering device on existing erected pole
EA	F/I CLS lowering device on non-erected pole
EA	F/I MOOG lowering device on non-erected pole
EA	Install lowering device non erected pole

INSTALL 332 ITS CABINET ASSEMBLY

DESCRIPTION

This work shall consist of furnishing and installing a Type 170 332 cabinet assembly used to house the transceivers and splice tray equipment to transmit the signals and connect to the fiber optic cable back to the hub building or TMC. Cabinet shall be a Southern MFG. CO. 332 traffic control cabinet 3R 66 ¾''X24 ¼''X30 ¼'', Catalog No. 672430 or approved equal. The equipment cabinet assembly shall include all components, assembly, wiring and materials required in this section. See **Furnish and Install DMS Sign** specifications for components, assembly, wiring and materials required for DMS sign cabinets. The cabinet shell is to be supplied by the CONTRACTOR.

Where references are made to Caltrans specifications, the CONTRACTOR is directed to the Traffic Signal Control Equipment Specifications, as published by the State of California Business, Transportation & Housing Agency: Department of Transportation, Current Edition, and all current addenda. The ITS cabinet assembly, as described below, shall conform to all applicable sections of the Caltrans specifications, South Carolina DOT Standard Specifications and to the supplemental requirements of this section.

GENERAL REQUIREMENTS

The CONTRACTOR shall furnish and install the ITS cabinet assemblies as called for in the Plans and shall conform to all materials and installation requirements of this section.

Identification and Documentation

The manufacturer's name shall only appear on the inside of the front cabinet door along with the cabinet model number, serial number, schematic wiring diagram number, and month/year of manufacture. This information shall be contained on a waterproof, permanently affixed label.

All components of the cabinet assembly, which are mounted on panels, shall be identified on the panels with permanent silk-screen or other printed labels. These components include, but are not limited to, terminal blocks (with all positions numbered and labeled), panel and socket- mounted surge suppressors, circuit breakers, accessory and equipment outlets, and fiber optic communications transmitters/transceivers.

Complete documentation shall be provided with each cabinet. All cabinet documentation, including the maintenance logbook, shall be identified by the site name and ID. All cabinet documentation (except that documentation contained in the maintenance logbook below) shall be on ledger size, non-fading, xerographic black-on-white 20# or greater, bond paper. Four (4) sets of schematic wiring diagrams with complete parts lists shall be supplied with each cabinet. The diagrams shall be drafted in neat workmanlike manner, be completely legible at the specified paper sizes, and be non-proprietary. The diagrams shall identify all circuits in a manner as to be readily interpreted. The diagrams shall include a cabinet drawing, which shall show the equipment layout in a front and rear elevation view and front views of each of the side panels. All equipment shall be labeled on the drawings with the same identifiers as labeled on the panels themselves. All cabinet electrical components and equipment and the ventilation filter shall be identified on parts lists on the wiring diagrams or in the maintenance logbook; the parts lists shall include manufacturer and complete model number. The diagrams shall be stored in the documentation pouch on the door.

The cabinet documentation shall include an equipment list and maintenance logbook. This maintenance logbook shall contain a list of all major removable equipment items in the cabinet and all major items installed outside of the cabinet including, but not limited to, the fiber optic transceivers, multiplexers, along with manufacturer name, model, and serial numbers. The equipment list in the logbook shall contain spaces to enter the communications address, system identifier, and other site-specific configuration information.

The maintenance logbook shall include a minimum of five (5) blank forms for documenting site visits, including the date, time, technician name, and work performed. The maintenance logbook pages shall be standard letter size, three (3) hole punched, 20# or greater, white paper bound in a plastic report cover.

MATERIALS

Standard Cabinet Housing

General Requirements

Unless otherwise specified, all cabinet housings shall conform to the cabinet housing details as defined in Chapter 6, Section 2 (Housing Number 2) and the cabinet housing details of the Caltrans specification. All cabinets shall exhibit a smooth, uniform natural aluminum finish. The police panel and associated wiring circuits are not required as part of this cabinet assembly. All cabinets shall have hooks, welded to the inside of the front cabinet door, for hanging the plastic documentation pouch.

All bolts, nuts, washers, screws, hinges, hinge pins and other related hardware shall be stainless steel.

Unless otherwise specified in the Plans, all equipment cabinet assemblies shall be configured for base-mounting. The cabinet bottom shall be open and set on an approved concrete base. The base may be a prefabricated concrete controller cabinet base. Prefabricated concrete bases shall be set on a 12 inch bed of crush and run leveled and compacted. Cabinet must be level and plumb.

Standard Cabinet Housing

The cabinet housing (see Detail Drawing 1) shall be a standard Model 332 housing with approximate exterior dimensions of 66 inches (H) by 24 inches (W) by 23 inches (D).

All cabinet housings shall be equipped with the standard EIA 19-inch rack cabinet cage as described in Section 3 of the Caltrans specification. Side panels within the two sides of the cabinet cage shall be installed as. Each side panel shall be fabricated from 5052 sheet aluminum alloy with a minimum thickness of 0.125 inches.

The cabinet housing shall be equipped with a rack-mounted fiber interconnection panel or Gator patch and appropriate fiber jumper cables between the interconnection panel and the fiber optic transceivers. The fiber interconnection panel shall be no more than one rack unit high (1.75 inches) and no more than 12 inches deep (Multilink FRM012X, Siecor C-MIC-012 or approved equivalent). The panel shall be fabricated from aluminum or painted steel and shall include an easily accessible enclosed compartment with fiber routing guides, cable strain-relief guide and grounding lug. Cable entry holes closed with rubber or soft plastic poke-through grommets shall permit cable entry from the rear, sides or bottom of the enclosed compartment. The panel shall be capable of terminating a minimum of 144 fibers. A minimum of two (2) single-mode ST connectors shall be provided to

terminate the fibers in the fiber drop cable as shown in the Plans. The ST connectors furnished with the fiber interconnection panel shall be fully compatible with the ST connectors terminated onto the fiber drop cable and the fiber jumper cable. All ST connectors in the fiber interconnection panel shall be identified in the cabinet documentation by type (UPC, single-mode, ceramic, composite, etc.).

The cabinet housings shall be equipped with a cabinet sliding drawer. The drawer shall be an aluminum storage compartment mounted in the rack assembly with the approximate following dimensions: 1.75 inches (H) x 16 inches (W) x 14 inches (D). This compartment shall have telescoping drawer guides to allow full extension from the rack assembly. When extended, the storage compartment shall open to provide storage space for cabinet documentation and other miscellaneous items. The storage compartment shall be of adequate construction to support a weight of 25 lb. when extended. The top of the storage compartment shall have a non-slip plastic laminate attached, which covers a minimum of 90% of the surface area of the top.

Internal Cabinet Assembly Components and Wiring

General Requirements

Unless otherwise specified in the Plans or approved by the Traffic Signal Systems operations manager, all field ITS cabinet assemblies shall be constructed in conformance with this section including all detail drawings, all applicable provisions of the South Carolina DOT Standard Specifications for Traffic Signal Equipment, and applicable provisions of the Caltrans specification including Chapter 6, Section 5. The field hub cabinet shall not include the power supply assembly, power distribution assembly, input file, output file, monitor unit assembly, field terminal hookup blocks, and related wiring assemblies as described in Chapter 6, Sections 4, 5 and 6 of the Caltrans specification.

A plastic documentation pouch shall be provided to store the cabinet and equipment documentation. The pouch shall be side-opening, resealable, opaque, and be of a heavy-duty plastic material. The pouch shall have metal or hard-plastic reinforced holes for hanging from hooks included on the cabinet door. The pouch shall be of the size and strength to easily hold all wiring diagrams, equipment documentation and the maintenance logbook.

Wiring, Conductors and Terminal Blocks

All conductors, including those in jacketed cables, shall be stranded copper except for earth ground conductor, which may be solid copper. All wiring shall be neatly arranged, firmly laced or bundled, and mechanically secured without the use of adhesive fasteners. All wiring and cabling shall be routed and secured to avoid sharp edges and to avoid conflicts with other equipment or cabling. All wiring shall terminate on a terminal block, strip, bussbar, or device clamp or lug; no splicing of any wiring is permitted. All conductors for 120VAC circuits shall be minimum #18 AWG except for the 120VAC supply circuit for the camera and pan/tilt unit, which shall be as specified for that wiring in other sections of this specification.

Components and Equipment

The cabinet assembly shall include a thermostatically controlled fan **(fan shall be furnished and installed with a fan guard)** as described in the Caltrans specification. An RC network noise suppression filter shall be included in the fan circuit. The thermostat shall be set to turn on the fan when the cabinet internal temperature exceeds 86□□F.

Surge Suppression
The cabinet shall have a model 4000 Hawk modular power unit or approved equal.

INSTALLATION
All cabinet assemblies which includes the concrete base shall be installed where shown on the Plans and shall be plumb and level. The cabinet assembly shall be provided with a grounding system in accordance with the Traffic and Transportation Standard Specification for ITS Grounding. The CONTRACTOR shall measure the resistance to ground in the presence of the Traffic Signal Systems operations manager and it shall be <15 ohms. The ground conductor between the cabinet grounding terminal and the ground rod shall not be spliced. The cabinet assembly grounding system shall be connected to the camera pole ground grid and the electric power service ground in the 17X30X28 pull box placed within five feet of cabinet to form a complete grounding system. Any installations being installed on steep slopes or hills the Contractor shall furnish and install a level 12'X12' class A concrete pad for access and maintenance purposes, at no additional cost to the City. Cabinets shall be installed approximately five feet from the CCTV pole, insuring that the cabinet will not interfere with the lowering tool. The Cabinet shall be placed so that the equipment side is facing away from the pole or DMS sign location. The Traffic Signal Systems operations manager shall designate the cabinet location in the event the cabinet has to be set further than five feet from the CCTV pole. The DMS sign cabinets shall be located 75 feet in front of the sign structure with the equipment side of cabinet facing away from sign.

All cabling and wiring entering the cabinet housing shall be enclosed in conduit. A spare 2" conduit shall be installed for future use. All cabling and wiring inside the cabinet, including field wiring, shall be secured and neatly dressed and shall have sufficient slack [minimum two (2) feet] for cabinet equipment maintenance and re-termination of the field wiring. Fiber drop cables into the cabinet shall be routed to provide as much physical protection as possible, shall be secured through the cabinet, and shall be strain-relieved within the fiber termination unit.

CERTIFICATION
Prior to installation, the CONTRACTOR shall submit to the Traffic Signal Systems operations manager design details and drawings in complete evaluation of the materials, and comparison with these specifications. Any exception to these specifications must be stated in writing at that time.

GUARANTEE
The CONTRACTOR shall furnish the Traffic Signal Systems operations manager with any warranties or guarantees on all electrical or mechanical equipment that are provided by the manufacturer or vendor, as customary trade practice.

The CONTRACTOR shall warranty and/or guarantee the satisfactory in-service operation of all electrical or mechanical equipment and related components, for a period of six (6) months following project final acceptance.

CATALOG CUTS ARE REQUIRED

METHOD OF MEASUREMENT

Cabinet assemblies furnished and installed will be measured by each type and erected in place as shown on the Plans including miscellaneous electronics, wiring, electrical connections, concrete bases, concrete pads for slope installations and all related hardware.

BASIS OF PAYMENT

Installing an ITS cabinet assembly complete in place and accepted by the CITY, shall be paid for at the per each Contract bid for:

EA F/I poured in place cabinet base for 332 cabinet

EA Furnish pre Fab cabinet concrete base for 322 cabinet

EA Install pre Fab cabinet base
EA Install 332 cabinet
EA Install 336 cabinet on pole
EA Remove 332 cabinet
EA Remove 336 Cabinet
EA Remove pre fab concrete cabinet base and fill dirt

Which shall be full compensation for all materials, equipment, labor and incidentals necessary to complete the work as specified.

FURNISH AND INSTALL ELECTRIC FLUSH UNDERGROUND ENCLOSURE

DESCRIPTION

This work shall consist of furnishing and installing ELECTRIC FLUSH UNDERGROUND ENCLOSURE (service boxes) at the locations determined by the Contractor and SCDOT and in accordance with these Specifications. The service box shall consist of a box and cover, installed over a min. 6 inches of aggregate. The service box is intended for use for the power supply for the cameras and detection devices and is intended for use of coil of fiber optic cable and future splice of the fiber optic cable near bridge decks. **The Contractor is cautioned that some boxes may be installed over existing conduit with existing cable. The Contractor is responsible for installation without damage to the existing items. Any damage shall be repaired by the Contractor at no cost to the City. Any damage to the existing fiber optic cable shall be repaired within twelve (12) hours of damage. A penalty of $100.00 per hour shall be imposed for every hour past twelve that it takes to repair existing fiber cable. Service boxes shall be Armorcast A6001430TAPCX30 furnished with a two- piece non-skid cover or approved equal. All Electrical Pull Boxes shall be an Armorcast A6001640TAPCX28 or approved equal.**

It shall be installed on in the dirt, at the depth so as the top is flush with the ground.

MATERIALS
Shall meet the following requirements:

The service box (box and cover) shall consist of a base having an open top (the box), with a separate removable two piece cover. . They shall be GRAY IN COLOR. Two piece covers shall have the LEGEND "SCDOT Fiber optic" or "SCDOT Electrical", as required. They shall use HEX-HEAD stainless steel bolts. The PHYSICAL FEATURES AND THE NOMINAL SIZE AND DIMENSIONS for the box and cover, are shown on the Standards or the Design Details, and are listed below:

	WIDTH	LENGTH	DEPTH
SERVICE BOX:	30in.	48in.	30in.
Pull Box	17''	30''	28''

(Pull, Service, Splice box for fiber optics and for electric services when deemed necessary by the engineer)

Design Load
Boxes shall be designed to survive a tandem wheel load specified by AASHTO H 20-44, being 32,000 pounds (14,514.9 kg) per axle, or 16,000 pounds (7257.6 kg) per tandem wheel pair. This 16,000 pound (7257.6 kg) dead load shall be multiplied by 1.3 impact factor, to obtain the DESIGN TEST LOAD OF **20,800 pounds** (9434.7 kg). Thus, boxes shall be designed and tested for the following test loads: Cover- vertical load 20,800 pounds distributed over a 10 in. x 20 in. area (9434.7 kg over .254 x .508 m). Box- vertical load 20,800 pounds distributed over a 5 in. x 20 in. area (9434.7 kg over .127 x .508 m). Box- lateral load of 600 pounds per square foot (28728 Pascals). The cover deflection shall be less than 0.5 inch (1.27 cm); and the box deflection less than 0.25 in./ft. of length (.635 cm/.3 m).

(Because of quoted references, English units are first.)

Western Underground Committee (WUC)
Using the above specified loads, the service boxes shall meet or exceed the WUC "Recommended Guide No. 3.6, Non-Concrete Enclosures". Structural requirements shall include: testing for vertical load on cover; vertical load on box; lateral load on box. Further they shall meet WUC recommendations for: accelerated service per ASTM D-756; chemical resistance per ASTM D-543; simulated sunlight resistance per ASTM G-53; plus water absorption; and flammability. Covers shall be skid-resistant, with a minimum coefficient of friction of 0.5.

Concrete
Concrete for patching shall be DHPT Class A, mixed and installed in accordance with Section 700 of the STANDARD Specifications.

Aggregate
Crushed stone for the service box shall be DHPT Aggregate Numbers 5 or 57. Service boxes shall be set on a min.36'' X 54'' bed of aggregate min. 6 inches deep.

CERTIFICATION

The Bidder shall provide certification from the manufacturer or vendor that the above material specifications have been met, including written results for Western Underground Committee tests.

CATALOG CUTS ARE REQUIRED

The CONTRACTOR shall provide the CITY with all guarantees offered by the manufacturer.

CONSTRUCTION METHODS

Construction

The service boxes shall be constructed as indicated in the Design Details or the Standards, at locations shown on the Plans.

The service boxes shall be constructed such that when the box and covers are in place, they are flush with the adjacent pavement, ground, or sidewalk, as shown in the Design Details or the Standards. Patching concrete shall be placed around any box installed in pavement.

Boxes shall be placed at least 0.3 meters (one ft.) behind the curb-line or edge of roadway or as shown on the Plans.

Conduit

See FURNISH AND INSTALL CONDUIT Specifications.

Conduit shall enter the box at the bottom and extend at least six inches above the aggregate.

Conduit shall enter from the direction of the run unless otherwise permitted by the Engineer

All metallic conduit ends within the box shall have grounding bushings with plastic inserts; and shall be bonded with one another with #6 AWG bare copper ground wire. Plastic conduits shall have end bushings to prevent chaffing.

After the electrical/communication cable is placed, the completed conduit ends shall be packed with "duct-seal" or other equivalent material to prevent water from entering the conduit. Spare conduit shall be capped.

Grounding

Service box shall have one 5/8" X 8' copper clad ground rod installed for grounding of detectible muletape or tracer wire for fiber optic cable. The Detectable muletape conductors shall be bonded to the ground rod with a mechanical ground rod connector. Ground rod shall extend 6 to 8 inches above aggregate. There shall be a min. three feet of slack on detectible muletape.

All service boxes shall have accurate GPS coordinates with accuracy of 3 feet or less marked on as-built plans. GPS coordinates shall be obtained using a City approved device. All service boxes shall have a red or orange passive marker ball with a frequency of either 101.4KHZ for fiber or 169.8KHZ for electrical that is compatible with a MetroMark passive marker locator 760Dx or approved equal. All service boxes shall have a 16'' RED or ORANGE Top (as required) above ground cable marker type PNA Dome Pack cable post marker 3'' dia., 6' long or approved equal.

CATALOG CUTS ARE REQUIRED

METHOD OF MEASUREMENT

Furnishing and installing service boxes complete in place and accepted by the City including box, two piece cover, aggregate, patching concrete, ground rod, ground wire, ground bushings, sealing, and all miscellaneous hardware and incidentals required, shall be paid for at the per each Contract bid for:

BASIS OF PAYMENT

EA	F/I service box
EA	Install service box
EA	F/I pull box
EA	Install pull box
EA	F/I marker post
EA	Install maker post

Furnishing and installing service boxes, accepted and measured as provided above, and including materials, equipment, labor and other incidentals.

FURNISH AND INSTALL WOOD POLES

DESCRIPTION

This work consists of furnishing and installing CCA treated wood poles for electric services, of the types and sizes shown on the Plans, in accordance with these Specifications, and in close conformity with the lines shown on the Plans, or as established by the Engineer. Each wood pole installation shall include all related overhead and underground hardware, and back guy assemblies as provided elsewhere. See Furnish and Install Wood Poles.

MATERIALS

Materials used shall meet the following requirements:

Wood Pole

Wood

Each pole shall be Southern Yellow Pine, which is cut, stored, seasoned, and manufactured in accordance with specification ANSI 05, 1-19-79. Prohibited defects include: red heart, shakes in the tops of poles, short crooks, double-sweep, splits or through-checks, nails & spikes, and excessive knots.

Scars shall not be deeper than 2.5 cm (1 inch), nor longer than one (1) metre (3 feet). Poles shall not have excessive butt-swell, nor more than one twist per pole length. Sweep in two planes is prohibited.

Straightness
All poles shall be straight to the extent that a line drawn from the center of the butt end, to the center of the tip end shall lie within the middle two-thirds of the body of the pole at all points. Poles shall also be free from short crooks, in which the surface deviation from straightness in any 1.5 metres (5 feet) of length exceeds 38 mm (1.5 inches) at any location, as determined by a straight edge.

Treatment
Each pole shall be prepared and pressure-treated in accordance with American Wood Preservers Association (AWPA) Standards C1, C3, C4, and M1. Treatment shall be "SALT TREATED", CCA-CHROMATED COPPER ARSENATE, and shall conform to AWPA Standard P5. The retention of the treatment shall be tested in accordance with AWPA Standard M2. The minimum penetration shall be 7.6 cm (3 inches), or 90 percent of the sap-wood. The retention shall be at least 9.6 kegs per cubic metre (0.60 POUNDS PER CUBIC FOOT), as determined by AWPA Standards.

Size
EACH POLE SHALL BE CLASS II. THE LENGTH SHALL BE EITHER:

10.7 METRE (35 FEET) -or- 12.2 METRE (40 FEET) as stated on the Plans.

Brand
Each pole shall have a "brand" 3.6 metres (12 feet) above the butt-end, showing the Manufacturer. Plant-location with month and year of treatment, "Southern Pine CCA 0.60 (9.8)", and the Pole Class and Length. A Metal Tag showing Pole Length and Class shall be fixed to the butt-end; and the Length and Class shall be stamped on the top-end.

Inspection
Each pole shall have the "Brand Mark" of an inspection-company that has been approved by the City.

Back-Guy Anchor
Wood Poles for traffic signal usage, require the installation of one-or-more back-guy cable assemblies, as needed. (See BACK-GUY.) The installation shall be made in accordance with the Installation Details, or the Standards.

Ground Wire
Each pole shall be grounded in accordance with the Installation Details or the Standards. A No. 6 AWG, SOLID, bare-copper ground wire (ASTM B2) shall run the length of wooden poles, and extend 15 cm (6 inches) above the top end.

Ground Rod
The Ground Rod shall be copper-clad, conforming to RUS 13, having a minimum size of 1.6 CM DIAMETER BY 2.4 METRES IN LENGTH (5/8 inch by (8 feet). A ground rod clamp shall also be used (heavy duty bronze or brass).

CONSTRUCTION

Location
The general location of each pole is shown on the Plans. The Contractor shall determine the final location of the pole, which shall be approved by the Engineer. Consideration shall be given to the property lines, underground utilities, and overhead clearances (including the guy anchor assembly).

Hole
A hole shall be drilled TWO METRES (6 feet) DEEP, or as shown on the Plans. The diameter shall be larger than the pole by approximately 10 cm (4 inches) all around. The hole shall be of uniform diameter, and cleanly augured.

Sidewalk
When the pole is installed in a side walk, then the hole shall be cleanly cut 15 cm (6 inches) larger than the pole on all sides. After installation of the pole, and back filling the hole, then expansion joint material shall be placed around the pole, and tacked in place. Conduit running to the pole shall be installed at this time, in the cut. Concrete shall be poured around the pole to a depth of 10 cm (4 inches) and neatly troweled level. This work shall be considered incidental to pole installation, unless a pay item has been established for concrete patching or side walk.

Installation
Poles shall be vertical, except at corners, where they shall be RAKED away from the strain, 5 to 10 cm (2 to 4 inches) per 3 metre (10 feet) length. Back guy assemblies shall be installed in line with the strain of each span wire. After installing, the hole shall be back-filled with clean earth or sand (no rocks or debris), placed in 30 cm (1 foot) layers; each layer moistened and compacted. Excess earth shall be removed from the site. (A 5 cm (2 inch) mound around the pole base is acceptable.)

Utility Poles
Where poles are to be used for joint-use UTILITIES, they shall be installed in accordance with all local codes, and with the requirements of the Utility Company. Cross Arms shall be provided if required by the Utility Company.

Grounding
Each pole shall have a No. 6 Bare SOLID copper ground wire running the entire length. The ground wire shall be securely attached and bonded while the wood pole is lying on the ground. It shall extend 15 cm (6 inches) above the top end, have a 60 cm (2 foot) coil (slack) at the top end, and extend down to the bottom, and have another 60 cm (2 foot) coil on the bottom end. The ground wire (and the coils) shall be attached using galvanized 30 mm (1-1/2 inch) wire staples, on 60 cm (2 foot) centers above 3 metres (14 feet), and on 30 cm (1 foot) centers below 3 metres (14 feet). (The spacing change will be at 2.4 metres 8 feet) above grade.)

Ground Rod
One wood pole at each intersection shall have a GROUND ROD. Usually this would be the pole having the electrical service from the Power Company. The ground rod shall be driven vertically into the earth, until it extends about 5 cm (2 inches) above local grade. Then a separate No. 6 AWG bare,

STRANDED copper wire shall be used to bond the electrical service and the overhead cable (and pole ground wire) system to the ground rod, using a grounding clamp.

Back Guying

Wood poles used to support service wire and messenger cables could require back guying, especially at turns. (See BACK GUY.) It is the responsibility of the Contractor to install sufficient numbers of back guy assemblies, to insure the stability of wood pole installations. This may include: double-guying; extra-large anchors; or Re-guying Utility Company poles. The Contractor shall inform the Engineer when additional back guy assemblies are required. When the back guy is installed in a side walk, then the procedures of paragraph 2.3 above shall be followed.

ACCEPTANCE

Acceptance of each wood pole shall include checking for the pressure-treatment inspection company Brand Mark, plus visual inspection by the Engineer. The visual inspection shall be made of the pole, overhead cables, grounding, and back guy assembly. The complete installation shall be structurally sound, and the final pole placement shall be vertical, or raked as specified. Poles NOT meeting this inspection shall be replaced by the Contractor, without further cost to the project.

CATALOG CUTS ARE REQUIRED

METHOD OF MEASUREMENT

Furnish and install Wood poles as indicated below. Wood poles utilized in the installation of electric services, will be included in the pay item for Electric Services. There will be no additional payment for furnishing wood poles, back guys, strand wire, including grounding, and all miscellaneous hardware and related work activity as required FOR ELECTRIC SERVICES..

BASIS OF PAYMENT

EA	F/I 30' wood pole
EA	Install 30' , 35' or 40' wood pole
EA	Remove 30', 35' or 40' wood pole including fill
EA	F/I 35' wood pole
EA	F/I 40' wood pole

FURNISH AND INSTALL STEEL CABLE

DESCRIPTION

This work shall consist of furnishing and installing splice-free lengths of Steel Cable with cable supports, installing back guys, etc., at locations shown on the Plans or as established by the Engineer.

MATERIALS

Materials shall meet requirements listed below:

Fabrication

Steel Cable shall be fabricated of seven (7) steel wires, Class A double galvanized in accordance with ASTM A-475, and twisted into a single concentric strand to conform with the following schedule:

Diameter mm	(inches)	Strand Size (AWG)	Tensile Strength Newtons (pounds)
6.35	(1/4)	14	14,011 (3,150)
9.53	(3/8)	11	30,913 (6,950)

Usage

Span Wire

All Steel Cable used as span wire shall be 9.53 mm (3/8 inch) in diameter, unless otherwise noted on the Plans.

Messenger Wire

All Steel Cable used as messenger shall be 6.35 mm (1/4 inch) in diameter, unless otherwise noted on the Plans.

Tether Wire

All Steel Cable used as tether wire shall be 6.35 mm (1/4 inch) in diameter, unless otherwise noted on the Plans.

Back Guy

All Steel Cable used for back guying shall be 9.53 mm (3/8 inch) in diameter, unless noted otherwise on the Plans.

Cable Supports

Aluminum Tie-wrap

Cable Supports shall be Flat Aluminum Armor Tape, 1.2 mm (0.05") Thick X 7.6 mm (0.30") Wide, typically furnished in 4.5 kg (10 pound) coils.

Where specifically required, Support Rings (also called "cable rings", "messenger rings") shall be galvanized in accordance with ASTM A-153, and the design approved by the Engineer, and shall be 3 to 8 cm (2 to 3 inches) in diameter (to contain the Electrical Cables), and sized to specifically match the Steel Cable.

Miscellaneous Hardware

All hardware and fittings shall be of the type shown on the Standards or the Construction and Installations Details.

All hardware and fittings shall be made of galvanized steel or non-corrosive metal. The tensile strength of all hardware shall be equal-to or greater-than the Steel Cable installed.

All oval eye-bolts used to connect the automatic compression dead-end clamps to wooden poles, shall be 1.9 cm (3/4 inch) diameter. S-hooks shall be the same diameter as the cable. Fiberglass insulators shall be fabricated from epoxy-resin impregnated fiberglass strands, and have a tensile strength fifty (50%) percent greater than the Steel Cable.

CERTIFICATION

The Bidder shall provide a Certification from the Manufacturer or Vendor, that the Steel Cable has been tested to meet or exceed the required tensile strength.

CONSTRUCTION METHODS

Span Wire

General

All Span Wire shall be installed as shown the Standards, or on the Construction and Installation Details. Note that different methods and materials are required for Wood Poles and Steel Poles.

Before erecting the Span Wire, the Contractor shall determine the length of cable required to span the distance indicated on the Plans. Sufficient additional length shall be allowed to compensate for sag, pole connections, and adjustments, to make the whole assembly consistent with the Design Details, or the Standards. NO MID-SPAN SPLICES SHALL BE PERMITTED.

The Span Wire shall not be permanently "tied-off" until all signal heads, signs, and cables are in place.

Set the Span Wire so that the height of the installed signal heads, including all hardware, shall conform to the clearances shown on the Standard Drawings.

The Contractor shall not erect any Span Wire which lays on, or is likely to rub a Utility Company's cable. If a Span Wire, as erected, is within 15 cm (6 inches) of any other cable, wire, or structure, it shall be protected with plastic wire-guarded by the Utility Company, or by the applicable electrical Code, strain-type fiberglass insulators shall be installed pan Wire shall not be permanently "tied-off" until all signal heads, signs, and cables are in place.

When required by the Utility Company, or by the applicable electrical Code, strain-type fiberglass insulators shall be installed permanently "tied-off" until all signal heads, signs, and cables are in place

The Span When required by the Utility Company, or by the applicable electrical Code, strain-type fiberglass insulators shall be installed.

Cables from STEEL POLES

Steel Poles are essentially electrical conductors.

A. A Roller Type Pole Clamp shall be used, attached at the proper height.

B. The free-end of the cable shall be secured with a 15 cm (6 inch) galvanized steel clamp, with 16 mm (5/8 inch) galvanized bolts. The clamp shall be placed

approximately 30 cm (1 foot) from the pole. Cable-grips are not permitted.

C. The ends of the cable shall be covered with "servisleeves" to prevent unraveling.

D. The SAG shall be THREE (3%), TO FIVE (5%) PERCENT, fully loaded.

Cables from WOODEN POLES
Wooden poles are essentially electrical insulators, and thus require extensive GROUNDING and BONDING procedures, as shown on the Construction and Installation Details, and the Standards.

A. The SAG shall be typically FIVE (5%) PERCENT, fully loaded.

B. The height of attachment shall be sufficient to provide the required road-clearance, including sag.

C. Shall be installed in accordance with the requirements of the Utility Company.

D. May require the installation of a back guy assembly as required in FURNISH AND INSTALL BACK GUY.

E. Shall be electrically bonded.

Messenger Wire
Where Messenger Wire is attached to traffic signal poles, it shall be installed in the same manner as specified for span wire, but with relatively little sag.

Where Messenger Wire is attached to utility poles, it shall be installed in accordance with the UTILITY COMPANY'S SPECIFICATIONS.

Tether Wire
Where Steel Cable is specified to tether signal heads and/or traffic signs, it shall be installed as indicated on the Construction Details, or Standards. Generally, galvanized S-hooks should be usedat the pole ends to permit "break-away" action.

Back Guy
See FURNISH AND INSTALL WOOD POLES. See FURNISH AND INSTALL BACK GUY. See the CONSTRUCTION AND INSTALLATION DETAILS.

Cable Supports
Cable supports shall be used to support electrical cables from span wire and messenger wire. Cable Supports shall be spaced at 25 CM (10 INCH) INTERVALS.

When Aluminum Tie-Wraps are used, they shall be installed by wrapping 3-full turns TIGHTLY around the bundle formed by the steel cable and all electrical cables, then cutting off from the tape coil.

METHOD OF MEASUREMENT

Steel Cable of the SIZE specified shall be measured by the LINEAR FOOT (METRE) of material as actually placed, which shall include cable supports, clamps, insulators, and all other miscellaneous hardware and fittings.

Steel Cable used for back guying electric services, is included under Furnish and install Electric Service.

BASIS OF PAYMENT

LF F/I ¼" Galv steel cable with hardware for messenger

FURNISH AND INSTALL BACK-GUYS

DESCRIPTION

This work consists of furnishing and installing Back-Guy cable assemblies to secure wood poles, at locations shown on the Plans, and in accordance with these Specifications, and the Installation Details and Standards.

RESPONSIBILITY

It is the responsibility of the CONTRACTOR to assure that the number and size of Back-Guy assemblies is fully sufficient to anchor every wood pole, corner messenger cable pole, and Utility Company pole (where required).

MATERIALS

Materials used shall meet the following requirements:

Assembly

From the top-down, a Back-Guy Assembly shall consist of: eye-type thru-bolt, guy-hook, strandvise, jumper- bonding clamp, the steel cable (10 mm (3/8-inch) guy-cable stranded), another strand vise, and a Screw-type guy anchor.

Rust Proof

All parts shall be as shown on the Installation Details or the Standards. All hardware shall be hot-dip galvanized in accordance with ASTM Standard A-153.

Parts List

Acceptable parts are listed below:

Guy Anchors - One piece screw type guy-anchors shall conform to EEI-TD-2, 25 mm (1 in.) diameter, 2.4 METRES (8 FEET) LONG, thimble eye type. (Joslyn No. J-6550-WCA or approved equal)

Guy Guards shall be Joslyn J5518 or approved equal yellow plastic (PVC) sunlight resistant, 2.4 metres (8 ft.) long.

Spool Insulators shall be a Joslyn J101 or approved equal.

Neutral Spool bracket (Clevises) shall be a Joslyn J251 or approved equal.

Machine Bolts shall be Joslyn J8812 through J8818 or J8912 through J8918 or approved equal.

Lock washers shall be Joslyn J139 or J140 or approved equal.

Reliable Universal Strandvise (or approved equal) shall be used for guy and messenger cable deadends.

Oval Bolts shall be Joslyn J9412 through J9418 or J9512 through J9518 or approved equal.

Oval Eye Nuts shall be Joslyn J1092 or J1093 or approved equal.

Square Washers shall be Joslyn J1074 or J1078 or approved equal.

Curved Square Washers shall be Joslyn J6822 or J133 or approved equal.

Cable- SEE FURNISH & INSTALL STEEL CABLE; using the 10 MM (3/8 IN) DIAMETER CABLE SIZE.

Cable Clamps: 3-bolt clamps shall conform to EEI-TDJ-23, (100 mm (4 in.) and 150 mm (6 in.) sizes)

Nuts shall be Joslyn J8563 or J8564-1 or approved equal.

Side-walk Bridge-over shall be Joslyn J1502 and J1501 with galvanized ridged conduit between or approved equal.

Lag Bolts shall be Joslyn J8652-1/2HH or J8754P or approved equal.

Guy Attachments (Hooks) shall be Joslyn P134AXW or approved equal.

Bonding Clamps shall be Joslyn J8300 or approved equal.

CONSTRUCTION

A Back-Guy Assembly shall be installed: 1) Where shown on the plans; 2) In conjunction with installation of Steel Cable as span wire; 3) In conjunction with the installation of a wooden pole; 4) Where required by the Utility Company to "dress" pole to which signal equipment is attached; or, 4) At corner/turning wood poles that are used for messenger cable runs.

The installation of the wood pole, Back-Guy Assembly, and the span wire, shall have the construction staged for the safety of the motorist, pedestrian, and ITS construction worker.

See WOOD POLE.

The span wire, service wire, and Back-Guy Assembly shall be stretched, adjusted, and then RE-ADJUSTED to produce the specified amount of span wire sag, the proper clearance, and still create a nearly vertical wood pole.

The CONTRACTOR shall assure that the Back-Guy Assembly is sufficiently strong to handle the pull of all span wires. This shall include consideration of the earth/soil type into which the ground anchor is buried. The CONTRACTOR shall furnish EXTRA LARGE ANCHORS and/or MULTIPLE-ANCHOR ASSEMBLIES if needed. Special anchors shall be used for solid rock.

Where a pedestrian sidewalk is adjacent to a wood pole, the CONTRACTOR shall furnish as an incidental item, a sidewalk "bridge-over" assembly.

The compass angle of the Back-Guy shall be reasonably IN LINE with the strain of the overhead cable: that is, in line with each span wire. Thus most signal poles should have two (2) Back-Guys, installed at right angles to each other. The use of a single diagonal Back-Guy is generally unacceptable.

The Back-Guy shall be installed (wherever possible) to provide as a minimum: rise=2 / run=1 (i.e. 2/1). For example, if the Back-Guy is attached at 8 metres (26 feet), the anchor should be at a minimum of 4 metres (13 feet) from the pole. This corresponds to an angle with the earth of about 60 degrees.

All work shall be performed within the public Right of Way, and particular care shall be taken to assure that the Back-Guy does not extend into private property.

The Back-Guy shall be installed where it will not interfere with traffic, giving particular attention to private driveways. Where damage is likely(say, edge of driveway), then a STEEL GUY GUARD shall be installed to protect the cable. When shown on the Plans, a CONCRETE TIRE/WHEEL STOP (curb) shall be placed at the base of the Back-Guy, anchored/pinned with 400 mm (2 ft.) pieces of reinforcement bar.

NO splices shall be allowed in the steel cable.

INSPECTION

The Engineer shall inspect each installation of wood pole, span wire, and Back-Guy, for proper clearance, dress, and tension. At the direction of the Engineer, the CONTRACTOR shall re-install or replace improper Installations, without further compensation.

CATALOG CUTS ARE REQUIRED

METHOD OF MEASUREMENT

Furnishing and installing Back-Guy Assemblies will be paid as listed below except when for electric services which will be included in the pay item for Electric Services. There will be no additional payment for furnishing wood poles, back guys, strand wire, including grounding, and all miscellaneous hardware and related work activity as required.

BASIS OF PAYMENT

EA	F/I back guy for wood pole including cable, anchor, hardware, and ground
EA	F/I sidewalk guy for wood pole including cable, anchor, hardware, and ground
EA	F/I Aerial guy including all hardware and cable

Which shall be full compensation for furnishing all materials, equipment, labor, and incidentals necessary to complete the work as specified.

REMOVAL SALVAGE AND DISPOSAL OF EQUIPMENT AND MATERIALS

DESCRIPTION

This item consists of the Removal and Salvage, or the Removal and Disposal of equipment and materials, during the construction of this project. Construction includes new installations, and the modification, or removal of existing ITS devices. It shall be disposed of, as stated below:

GENERAL

Removal and Salvage

These items are to be carefully removed from the job site, salvaged, and returned to the City. The items of major equipment to be salvaged are listed on the Plans. The Contractor shall deliver, (and obtain a RECEIPT for), the salvaged equipment, to:

City of Charleston
Traffic and Transportation
1906 Meeting St.
Charleston, SC 29405

Contact the ITS Traffic Signal Systems Operations Manager at (843) 724-7379 or (843) 973-7288 for deliveries.

Disposal

Material NOT to be salvaged shall be removed from the job site, become the property of the Contractor; and should be properly disposed of by the Contractor, at an APPROVED LAND FILL (or material reclamation yard). Any materials designated as HAZARDOUS WASTE shall be disposed in

accordance with regulations enforced by the SC Department of Health and Environmental Control (DHEC), Bureau of Solid and HAZARDOUS Waste; (803)-734-5000 for information.

Inspection
Removal and disposal quantities will not be measured as pay items, but shall be included in the price bid for Removal, Salvage, and Disposal. FINAL ACCEPTANCE and Final Payment will be withheld, if the Contractor has not removed unneeded equipment from the job site, and if the Contractor cannot present RECEIPTS from the Shop showing that the salvaged equipment has been delivered to the City as specified.

Holes
Every hole caused by removing old equipment shall be filled THE SAME DAY. It shall be back-filled, compacted, and reseeded/sodded, to the satisfaction of the Engineer. Holes in PAVEMENT shall be cleanly side-trimmed, then brought to grade and finished with the same paving material as the adjacent pavement. Sidewalk "squares" shall be completely replaced (complete square), using forms and expansion material.

SPECIFIC ITEMS

Controllers and Cabinets
Prior to removal, every cabinet, controller, camera, concrete pole, fiber optic cable, fiber optic transceiver, modem, data share unit and other major equipment item shall be clearly tagged with the location address from which it is being removed. Then, each piece of equipment shall be carefully removed from the cabinet and boxed. The pins and threaded portion of the connectors shall be protected with plastic covers, or the harnesses left in place to prevent damage. The cabinet with all other related equipment (drawer, power unit, etc.) may then be removed and transported intact. The foundations of ground-mounted cabinets shall be removed completely, or cleared to 0.3 meters (1 ft.) below ground. If the cabinet foundation is a prefabricated concrete base it shall be removed and turned in to the City.

Cameras
Cameras units to be removed and salvaged shall be carefully dismounted, keeping as much of the hardware intact as possible. During the removal and delivery, special care should be taken to prevent damage to the domes.

Metal Poles
This includes the removal and salvage of strain poles, pedestal poles, and their related hardware (pole caps, bolt covers, hand hole covers, nuts, transformer bases, etc.). The pole foundations shall be removed completely, or cleared to 0.3 meters (1 ft.) below ground.

Where shown on the Plans, some pole or cabinet foundations may be designated for complete removal (road widening, etc.). In these cases the concrete base shall be loosened, pulled out of the hole, and disposed.

Wood Poles
Wood Poles that are not utilized in the new ITS system, and are not required by other utilities, shall be removed. The Engineer shall make the determination whether each wooden pole shall be salvaged or disposed. Back guys, grounding systems, and miscellaneous hardware shall be disposed.

Concrete Poles
Concrete poles shall be carefully removed and turned in to the City. Care shall be taken to insure the pole is not damaged during removal or delivery. If the pole is set in concrete the Contractor shall carefully chip the concrete away from the pole before delivering to the City.

Miscellaneous Equipment
Minor equipment shall be removed from the site and discarded. This includes steel cable, electrical cable, conduit, and signs, concrete pads, and splice boxes/pull boxes/hand boxes not utilized in the new ITS design. Underground conduit and detector loops not utilized, shall be abandoned in place.

METHOD OF MEASUREMENT
The Removal, Salvage, and Disposal of ITS materials and related equipment, will not be measured, but shall be paid as a Lump Sum item covering all locations named in the Contract. The related costs of transportation, disposal, concrete, pavement repair, etc., will not be measured for payment, but shall be included in the bid price of Removal, Salvage, and Disposal.

BASIS OF PAYMENT
The Removal, Salvage, and Disposal of equipment and materials, shall be paid at the Contract price bid for

EA Disposal of concrete and concrete poles

Which shall be full compensation for the removal, salvage, and disposal, with transportation, and for all labor, equipment, materials and incidentals to perform the work as specified

FURNISH PARTS AND MATERIALS FOR ITS MAINTENANCE

DESCRIPTION
Many situations will require that the Contractor provide parts, materials and incidentals for this contract. This specification describes the method of payment for parts and materials furnished by the Contractor in order to perform ITS Installations and Maintenance.

METHOD OF PAYMENT
When replacement parts, materials and supplies are furnished by the Contractor in order to perform the requested ITS installations and maintenance, the City shall pay the invoice price per unit including freight but not out of state taxes plus 15%. The City is not tax exempt. We have to pay taxes.

The Contractor shall provide an itemized invoice from the place of purchase illustrating the price per item to the City at the time of billing.

BASIS OF PAYMENT
Cost plus 15% before taxes.

FURNISH WORKING CREW WITH EQUIPMENT DESCRIPTION

This item shall consist of performing work for the SCDOT, on a per hour basis for equipment and labor. This will include the Contractor furnishing a crew of four persons, one bucket truck, one line truck and one foreman's vehicle to be worked at the line item price for working crew with equipment. Bucket truck and/or line truck may be substituted for following equipment pole trailer, dump truck, backhoe/w trailer, mini excavator/w trailer, trencher/w trailer, reel trailer, light tower, rod pusher, or air compressor at the City's discretion. Mileage reimbursement will apply to Foreman's vehicle only when engaged in this line item. The crew will need to be able to perform duties in the field of ITS installation and maintenance repair. This item will be used for normally scheduled ITS maintenance activities greater than ten (10) hours, emergency calls and unforeseen work which cannot be predicted. All work under this item, shall be approved by the Traffic Signal Systems Operations Manager, prior to engaging in any work where this item may be used. The City reserves the right to refuse or engage this item. While working under this line item there shall be no other line items engaged by the Contractor. The City reserves the right to engage Primary Traffic Control, secondary traffic Control, cost plus materials and other hourly rated line items as needed while engaged in this line item. Engaging in any other line items in this contract while working under this line item will need the approval of the Traffic Signal Systems Operations Manager.

CONSTRUCTION REQUIREMENTS

All work performed under this item shall be listed on the work order and agreed upon by both the City and Contractor prior to engaging in any work under this item. This item is to be used when there is normally scheduled ITS maintenance activities in excess of ten hours, unforeseen problems such as wet holes, borrowing road ways, rock holes and any other deemed problems or emergencies. In case of an emergency, the City will call the CONTRACTOR in line for assistance with the installation or maintenance request, in this case both parties must agree on engaging this item. The City will issue a work order and grant permission in writing to engage in this item.

METHOD OF MEASUREMENT AND PAYMENT

Working crew with equipment will be measured per hour for the line item price for:

HR Furnish working crew (4 person, 2 specified pieces of equipment, Foreman's vehicle and hand tools)

a. Payment for working crew with equipment will be made per work order for the total hours worked on that work order.

b. Emergency Work – When specifically stamped on the work order as "Emergency Work", such work orders shall engage Working crew with Equipment. Paid per hour and a half (1-1/2) for the completion of the work order. There shall be no other line item engaged while a Contractor is working under working crew with Equipment. The CITY reserves the right to engage additional hourly rated line items as needed, primary traffic control, secondary traffic control, and cost plus materials if so needed. Engaging in additional hourly rated line items, primary traffic control and secondary traffic control is at the desecration of the City.

FURNISH HOURLY MAINTENANCE

DESCRIPTION

This specification describes the hourly maintenance rate and expectations of the City pursuit and to the maintenance and repair of Intelligent Transportation System Elements to include CCTV cameras, Dynamic Message Signs, Video Multiplexing Systems, fiber optic transceivers, data share units, fiber optic cable, HUBs, underground facilities, and the necessary devices used to make the above operate and communicate.

COMPETENCY

The Contractor shall demonstrate work experience of at least five (5) years in the maintenance of ITS Systems or five (5) years' experience in a related Technical maintenance field as accepted by the City. References and contacts shall be submitted to the City.

Helper

At times the City will request a Helper to assist Technicians as needed. Helpers shall have at least one year electronic or electrical experience.

Technician

The Contractor shall employee technicians familiar with the above mentioned systems. Each FTS Technician I, Testing Technician and PM Technician eligible to bill the City at the hourly rate as a Technician I shall have a minimum of one (1) year experience in the ITS field or three (3) years' experience in a related.
Technical field as accepted by the City. They shall be knowledgeable in troubleshooting and repair of CCTV systems to include troubleshooting PTZ data and basic electrical knowledge.

Technician II

The Contractor shall employee technicians familiar with the above mentioned systems. Each FTS Technician II, Fiber Installer, Locate Technician I, Asset Control Technician I, or Bench Technician eligible to bill the City at the hourly rate as a Technician II shall have a minimum of two (2) years' experience in the ITS field or five (5) years' experience in a related Technical field as accepted by the City. FTS Technician II shall possess knowledge troubleshooting and repair of CCTV systems, PTZ data circuits, camera lowering devices, DMS signs, and electrical circuits up to 240 volts AC. Fiber Installers shall possess knowledge troubleshooting and repairing fiber optic cable to include terminating, splicing, testing, documentation, budgeting, and installation. Locate Technician I shall possess knowledge locating and marking underground utilities and communications cabling and ducts in accordance to the regulations and standards set by the State and One Call Center. Asset Control Technician I shall possess knowledge documenting, inventorying, entering data, (Fiber Trac, site manager), construction materials, maintenance equipment, testing, maintenance and construction specifications, work zone safety, and etc. to effectively track and document ITS assets throughout the facility and infrastructure. Testing Technicians shall possess knowledge troubleshooting, testing and repairing electronic equipment such as CCTV controllers and DMS cabinets and controllers.

Technician III

The Contractor shall employee technicians familiar with the above mentioned systems. Each FTS Technician III, Locate Technician II, Asset Control Technician II or Fiber Technician eligible to bill the City at the hourly rate as a Technician III shall have a minimum of three (3) years' experience in

the ITS field or six (6) years' experience in a related Technical field as accepted by the City. FTS Technician III shall have extensive knowledge of ITS systems to include construction and maintenance experience. They shall have knowledge installing, repairing, maintaining, troubleshooting, and testing of all components that make up the ITS system. Including basic fiber optic knowledge and the experience to troubleshoot and repair fiber optic equipment. Locate Technician II shall have experience locating, marking, and identifying underground utilities and communications cabling and ducts, Shall have extensive knowledge of the instrumentation and equipment required to accurately identify underground utilities and communications cabling and duct. Also shall possess extensive knowledge in the laws and State regulations pertaining to utility locating. Asset Control Technician II shall have extensive knowledge documenting, inventorying, entering data,(Fiber Trac, site manager, ITS design), construction materials, maintenance equipment, testing, maintenance and construction specifications, work zone safety, and etc. to effectively manage and control ITS assets throughout the ITS infrastructure. Fiber Technician shall be knowledgeable in all aspects of fiber optic splicing, terminating, testing, troubleshooting, installing, cable management and optical budgeting. Fiber Technician shall be certified as a fiber installer by the ETA or an approved equal certification.

Technician IV

The Contractor shall employee technicians familiar with the above mentioned systems. Each FTS Technician IV , Senior Systems Specialist, Telecommunications Specialist, and Data Communications Analyst eligible to bill the City at the hourly rate as a Technician IV shall have a minimum of three (5) years' experience in the ITS field or ten (10) years' experience in a related Technical field as accepted by the City. FTS Technician IV shall have extensive knowledge of ITS systems to include construction and maintenance experience. They shall have knowledge installing, repairing, maintaining, troubleshooting, and testing of all components that make up the ITS system. Including basic fiber optic knowledge and the experience to troubleshoot and repair fiber optic equipment. Senior Systems Specialist, Telecommunications Specialist and Data Communications Analyst shall have extensive knowledge in the specialized area of expertise requested and shall have all diagnostic equipment and testing instrumentation required to perform the requested activities.

A resume shall be submitted for each technician, describing work they have performed, where this work was performed, and contacts for a reference check in these areas.

The above mentioned technicians will be expected to perform locating, repairs, inventory control, design, preventive maintenance, maintenance, inspection, troubleshooting and other task as required without assistance. They should be familiar with techniques needed to provide accurate and timely assessment of problems, and a timely solution to those problems.

EXPECTATIONS

The hourly rate for FTS Technician I, II, or III, shall include at a minimum a full size vehicle (half ton work truck with ladder rack), all necessary, standard tools (shovels, hand tools, power tools, multi meter, nitrogen gauges, pipe benders, crimp tools, megger, PC, hand held monitor, measuring wheel, and etc.) and diagnostic equipment needed to perform the required maintenance or repair. Technicians shall insure that all materials and equipment needed to make repairs or perform maintenance activities listed on work order are properly signed out and accounted for prior to leaving the ITS Maintenance Facility. The Technicians shall be responsible for making physical inspections of all components of the ITS device to insure accurate installation and properly maintained components. Upon completion of the physical inspection Technicians shall make repairs while at site

or notify the Traffic Signal Systems Operations Manager for further instructions. The City will furnish only specialized lowering device mechanisms. Failure to meet the expectations listed above could affect the issuance of future work orders.

The hourly rate for FTS Technician IV shall include at a minimum a vehicle as needed, all specialized tooling and testing instrumentation as needed, certifications in all areas of specialized services as required, and all specialized troubleshooting equipment as needed to complete the task listed on the work order.

The hourly rate for a PM Technician shall include at a minimum a Mid-size vehicle (1/4 ton work truck), all necessary, standard tools (weed eater, chain saw, brush axe, vacuum cleaner, air compressor, shovels, limb saws, PC and hand tools) and diagnostic (multi meter, megger) equipment needed to perform the required Preventive Maintenance. The Technicians shall be responsible for making physical inspections of all components of the ITS device to insure accurate installation and properly maintained components. Upon completion of the physical inspection Technicians shall make repairs while at site or notify the Traffic Signal Systems Operations Manager for further instructions. The City will only furnish specialized lowering device mechanisms.

The hourly rate for Fiber Installer shall include at a minimum an environmentally controlled vehicle (1/2 ton Van), F1-0053FS-VFL tool kit or approved equal, PC and Corning OFT-001 Mid-Access tool.

The hourly rate for Fiber Technician shall include at a minimum an environmentally controlled vehicle (1/2 ton Van), F1-0053FS-VFL tool kit or approved equal, PC, diagnostic equipment, light source and power meter, Exfo Live fiber identifier and tone generator TK-FF, Corning OFT-001 Mid-Access tool and other tools necessary to perform the required maintenance and/or repairs. The Technicians shall be responsible for making physical inspections of all components of the ITS device to insure accurate installation and properly maintained components. Upon completion of the physical inspection Technicians shall make repairs while at site or notify the Traffic Signal Systems Operations Manager for further instructions.

The hourly rate for a Testing Technician shall include at a minimum a PC, standard tools and diagnostic equipment needed to perform the required repairs or maintenance.

The hourly rate for a Locate Technician I shall include at a minimum mid-size vehicle (1/4 ton work truck) all necessary standard tools for locating the ITS underground facilities (pipe horn, hand tools, brush axe, shovels, service box lid puller, GPS, 9800XT Metro Tech or equal) . The Contractor engaged in the locating of the ITS underground facilities (fiber optic back bone, fiber optic duct, fiber optic drop cable, electrical duct, electrical service feeders, City owned communications cabling, and etc.) shall take full liability for the accurate locating of all ITS underground facilities. All services performed under this contract shall meet the PUPs guidelines and State Laws/Regulations at the time the services are rendered. The Technicians shall be responsible for making physical inspections of all components of the ITS device to insure accurate installation and properly maintained components. Upon completion of the physical inspection Technicians shall make repairs while at site or notify the Traffic Signal Systems Operations Manager for further instructions.

The hourly rate for a Locate Technician II shall include at a minimum a full size vehicle (half ton work truck) all necessary standard tools for locating the ITS underground facilities as listed for Locate Technician I and specialized devices as needed. Contractors engaged in the locating of the ITS underground facilities (fiber optic back bone, fiber optic duct, fiber optic drop cable, electrical duct, electrical service feeders, City owned communications cabling, and etc.) shall take full liability for properly locating all ITS underground facilities. All services performed under this contract shall meet the PUPs guidelines and State Laws/Regulations at the time the services are rendered. The Technicians shall be responsible for making physical inspections of all components of the ITS device to insure accurate installation and properly maintained components. Upon completion of the physical inspection Technicians shall make repairs while at site or notify the Traffic Signal Systems Operations Manager for further instructions.

The hourly rate for a Helper shall include at a minimum Grainger 2NYH3 tool kit or approved equal to perform the required Preventive Maintenance, Maintenance or Repair.

The hourly rate for an Asset Control Technician I shall include at a minimum all hand tools to perform task as listed on work order, a PC, and certifications for testing. This position doesn't always require travel though a ½ ton work truck will be required when work order specifies travel or field work required. The Technicians shall be responsible for making physical inspections of all components of the ITS device to insure accurate installation and properly maintained components.

The hourly rate for an Asset Control Technician II shall include at a minimum a ½ ton work truck, hand tools, testing equipment, PC, and certifications as required. The Technicians shall be responsible for making physical inspections of all components of the ITS device to insure accurate installation and properly maintained components.

Senior Systems Specialist shall include at a minimum a vehicle as needed, hand tools, testing equipment, PC, certifications for all specialized expertise, and diagnostic testing equipment.

Telecommunications Specialist shall include at a minimum a vehicle as needed, hand tools, testing equipment, PC, certifications for all specialized expertise, and diagnostic testing equipment.

Data Communications Analyst shall include at a minimum a vehicle as needed, hand tools, testing equipment, PC, certifications for all specialized expertise, and diagnostic testing equipment.

Technicians shall respond on-site at the time and date stated on the work order. The hourly rate shall not begin until the stated start time on work order. Hourly rates shall not include meals or non-job related off time from the site. It shall only include time worked from the date and times stated on the work order. In the event a work order extends in excess of forty hours in a seven day period the hourly pay rate for hours in excess of forty shall be multiplied by 1.25. 0Hourly rated technician and helper line items shall engage in the 1.25 multiplier for hours in excess of forty or emergency work request only. Emergency work request will have specifically stamped "EMERGENCY WORK" on the work order. Engaging in this multiplier shall require written permission from the Traffic Signal Systems operations Manager.

Upon arrival on-site, the technician shall advise a City representative of arrival time.

When the problem is diagnosed, a City representative shall be advised of time and equipment needed for repair. If a problem cannot be diagnosed within one (1) hour, a City representative shall be notified.

Failure to meet the expectations listed above could affect the issuance of future work orders.

Equipment
Description-- Equipment eligible to bill the City at the hourly rates will need to meet the below listed specifications or approved equal by the City. The equipment listed below shall be utilized as specified on work order and is intended to be used for individually specified maintenance activities only. The hourly rated items listed below shall not be combined to equal a working crew with equipment. Traffic Signal Systems Operations manager must approve engaging in the line items listed below prior to any work commencing. Contractor shall not engage in the line items listed below without the written permission of the Traffic Signal Systems Operations manager. Equipment listed on an emergency work order that require an operator shall be paid at the normal hourly rate multiplied by 1.25 for the duration of the work order. Engaging in the 1.25 multiplier must be approved in writing by the Traffic Signal Systems Operations Manager prior to engaging in the Emergency work order. All equipment with operator eligible to bill the City at an hourly rate will require the operator to have a minimum of two years' operating experience operating the equipment specified on the work order.

Portable light plant/generator
Furnish at an hourly rate without operator a Multiquip LT-12 Night Hawk Light Tower or approved equal.

Portable Air Compressor
Furnish at an hourly rate without operator a 185 CFM Ingersoll-Rand Portable Air Compressor with hoses and regulator or approved equal.

Bucket truck 30' with operator per hour
Furnish at an hourly rate with operator a minimum 30' height bucket truck with fiberglass boom, single man bucket. Boom shall have up to date dielectric and mechanical testing as required by ANSI/OSHA.

Bucket truck 55' with operator per hour
Furnish at an hourly rate with operator a minimum 55' height bucket truck with fiberglass boom, two man bucket or approved equal. Boom shall have up to date dielectric and mechanical testing as required by ANSI/OSHA.

Bucket truck 100' with operator per hour
Furnish at an hourly rate with operator a minimum 100' height bucket truck with fiberglass boom, two man bucket or approved equal. There will be a four hour minimum applied to the work order for this line item. Boom shall have up to date dielectric and mechanical testing as required by ANSI/OSHA.

Backhoe with operator per hour
Furnish at an hourly rate with operator a minimum 310K John Deere or approved equal. The hourly rate for this equipment includes mobilization to and from job site.

Mini excavator with operator per hour
Furnish at an hourly rate with operator a minimum Cat 303.5D Mini Hydraulic Excavator or approved equal. The hourly rate for this equipment includes mobilization to and from job site.

Trencher with operator per hour
Furnish at an hourly rate with operator a minimum RT55 Ditch Witch Trencher or approved equal. The hourly rate for this equipment includes a backhoe attachment and mobilization to and from the job site.

Plow with operator per hour
Furnish at an hourly rate with operator a minimum 1250 Vermeer 120hp plow or approved equal for the installation of HDPE roll duct. The hourly rate for this equipment includes mobilization to and from job site.

Dump truck 26,000 GVW with operator per hour
Furnish at an hourly rate with operator a minimum 26,000 pound gvw dump truck or approved equal. This line item is not eligible for mileage reimbursement.

Dump truck 16,000 GVW with operator per hour
Furnish at an hourly rate with operator a minimum 16,000 pound gvw dump truck or approved equal. This line item is not eligible for mileage reimbursement.

15 ton crane with operator and man basket per hour
Furnish at an hourly rate with operator and man basket or rigging a minimum 15 ton crane or approved equal. There will be a four hour minimum applied to the work order for this line item.

60 ton crane with operator per hour
Furnish at an hourly rate with operator and rigging a minimum 60 ton crane or approved equal. There will be a four hour minimum applied to the work order for this line item.

100 ton crane with operator per hour
Furnish at an hourly rate with operator, weights, rigging and set up a minimum 100 ton crane or approved equal. There will be an eight hour minimum applied to the work order for this line item.

Line truck with 18"-36" augers and operator per hour
Furnish at an hourly rate with operator, augers and tools a minimum Telelect Commander 4045 Digger Derrick on a minimum International 4900 truck or approved equal. This line item is not eligible for mileage reimbursement. This line item is not eligible for mileage reimbursement.

Pole trailer per hour
Furnish at an hourly rate a minimum 8,000 pound gvw pole trailer. This line item can be utilized with other hourly line items as approved by the City.

Utility trailer up to 24' per hour
Furnish at an hourly rate a minimum Hudson HSE Deluxe – 5 ton capacity 24' utility trailer or approved equal. This line item can be utilized with other hourly line items as approved by the City.

Reel trailer per hour
Furnish at an hourly rate a Butler HWSC-80 single axle reel trailer or approved equal for use with fiber optic reels, roll duct, and electrical cable reels. This line item can be utilized with other hourly line items as approved by the City.

Trailer mounted rod pusher with operator per hour
Furnish at an hourly rate with operator a Ramrod Powered duct rod pusher or approved equal. This is a trailer mounted rod pusher with a minimum rod length of 1000'. The hourly rate for this equipment includes mobilization to and from job site.

Pressure Digger 24"-48" with operator per hour
Furnish at an hourly rate with operator a minimum Texoma model 270 Pressure digger with all tooling and augers or approved equal. There will be a four hour minimum applied to the work order for this line item. This line item is not eligible for mileage reimbursement.

Tractor and trailer 53'-80' with operator per hour
Furnish at an hourly rate with operator a Mack GU713 tractor and Fontaine 48-80X 102 extendable trailers up to 80' trailer length unlimited miles with operator/tie down equipment or approved equal. There will be a four hour minimum applied to the work order for this line item. This line item is not eligible for mileage reimbursement.

Vac truck with operator per hour
Furnish at an hourly rate with operator a minimum Strong Power 8000L vac truck or approved equal. This equipment line item may be substituted with a VACMASTER model SPV-500 Vacuum trailer or approved equal. Hourly rate includes mobilization to and from job site. There will be a four hour minimum applied to the work order for this line item. This line item is not eligible for mileage reimbursement.

Ground penetrating radar with operator per hour
Furnish at an hourly rate with operator a minimum MALA Easy Locator Off-road or approved equal. There will be a four hour minimum applied to the work order for this line item.

OTDR
Furnish at an hourly rate a minimum CMA 5000A150 with CMA 5243 and CMA 5244 modules with FIS PS- 7-1-500 Launch box or approved equal. The hourly rate includes all trace data as listed in this contract for testing of fiber optic and supplying such trace data to the City. This line item can be utilized with other hourly line items as approved by the City.

Fiber Fusion Splicer with Cleaver
Furnish at an hourly rate a minimum AFL Telecommunications FSM-60S Fusion Splicer with a CT-30A Cleaver or approved equal. This line item can be utilized with other hourly line items as approved by the City.

Specialized tooling for PM services

Furnish at an hourly rate at a minimum an ECHO SRM280T, Chain Saw 455 Rancher, DC500 Vac, shovels, brush axe, axe, limb saws, pick axe, digging bar, sprayers, ladders, calk gun, power tools, drop cords, drop lights, loppers, hedge clippers, hand saw, fluke meter, and all other necessary tooling to perform PM services.

Specialized tooling for Maintenance services

Furnish at an hourly rate at a minimum a 32' extension ladder, ECHO SRM280T, Grainger 1UDY4 tool kit or equal, shovels, multi meters, megger, axe, digging bar, calk gun, heat gun, hand saw, hacksaw, PVC cutters, brush axe, drills, power tools, extension cords, drop lights, ratchet set, wrench set, DC500 Vac, bolt cutters, cable cutters, weather proof storage boxes, and all other necessary tooling to perform maintenance services on the ITS systems.

Specialized fiber optic environmental control

Furnish at an hourly rate a minimum environmental control unit for vehicles to produce an environmentally controlled environment inside vehicles. Unit must filter air and particles as well as act as a dehumidifier. The unit must be capable of heating and cooling the interior of the vehicle rendering a complete environmentally controlled work area. The hourly rate includes a power supply unit for supplying power to environmental control equipment and fiber optic splicing/testing equipment and all other incidentals such as lighting and power tools. The hourly rate for this line item also includes all other tools and power tools to perform fiber optic splicing and testing within an environmentally controlled work area. This line item can be utilized with other hourly line items as approved by the City.

BASIS OF PAYMENT

HR	Helper
HR	Tech I
HR	Tech II
HR	Tech III
HR	Tech IV
HR	Portable light plant / generator
HR	Portable Air Compressor
HR	Bucket truck 30' with operator per hour
HR	Bucket truck 55' with operator per hour
HR	Bucket truck 100' with operator per hour
HR	Backhoe with operator per hour
HR	Mini excavator with operator per hour
HR	Trencher with operator per hour
HR	Plow for installation of HDPE roll duct
HR	Dump truck 26,000 with operator per hour
HR	Dump 10,000 truck
HR	15 ton crane w/ man basket
HR	60 ton crane with operator per hour
HR	100 ton crane with operator per hour

HR Line truck with 18"-36" augers and operator
HR Pole trailer
HR Utility trailer up to 24'
HR Reel trailer for use with fiber optic cable, roll duct, electrical cable
HR Trailer mounted rodder greater than 2500 feet
HR Pressure Digger 24'' – 48''
HR Tractor and trailer 53 – 80' per HR unlimited miles with operator/tie down equipment
HR Vac truck with operator
HR Ground penetrating radar
HR OTDR
HR Fiber splicer
HR Specialized tooling for PM services
HR Specialized tooling for Maintenance services
HR Specialized fiber optic environmental control tooling

FURNISH MILEAGE FOR ITS MAINTENANCE

DESCRIPTION
This specification describes the method of payment for compensation of mileage traveled to and from maintenance work sites for Intelligent Transportation Systems.

DEFINITION
Vehicle mileage shall be paid at the IRS rate of reimbursement per mile traveled to perform maintenance activities on the Intelligent Transportation System on all non-hourly vehicles. Vehicles having hourly rates will not receive mileage reimbursement. Mileage shall be calculated starting at the Ctiy of Charleston Traffic and Transportation Facility located at 303 Koon St., West Columbia, SC 29169 or as stated on the work order. Travel distance shall be calculated from the City of Charleston Traffic and Transportation Facility to site stated on work order and back to City of Charleston Traffic and Transportation Facility or as stated on work order. IRS rates may change throughout the length of the contract and shall be calculated at the current IRS reimbursement rate at time of accumulation.

BASIS OF PAYMENT
IRS rate of reimbursement at time of accumulation per travel mile traveled

MI Mileage reimbursement (IRS) for non-hourly rated vehicles

Unclassified Excavation
203.2.1.2 Unclassified excavation consists of roadway and drainage excavation performed under this section regardless of the materials encountered or the manner in which they are removed and includes the work described in Subsection 203.2.1.3 through 203.2.1.8 unless otherwise provided. When the item Unclassified Excavation is included in the Contract, the bid quantity is only an estimate. It is the Contractor's responsibility to inspect the site and determine the actual amount of unclassified excavation needed to complete the project.

Rock Excavation

203.2.1.7 Rock excavation consists of igneous, metamorphic, and sedimentary rock that cannot be excavated without blasting or using rippers, hoe-rams, or pavement breakers and also includes all boulders or other detached stones each having a volume of ½ cubic yard or more as determined by physical or visual measurement. If the item Rock Excavation is not included in the Contract, this excavation is measured and paid for as Unclassified Excavation.

BASIS OF PAYMENT

CY 2031000
Unclassified Excavation CY

CY 2032000
Rock Excavation CY

MOWING

GENERAL

Mow areas seeded or sodded under the Contract or other areas as necessary, to maintain the project in a satisfactory manner. Perform mowing where directed by the City of Charleston Traffic and Transportation. Commence mowing within three business days following verbal notification by the RCE. Failure to comply with the above may be grounds for stopping work on the project or withholding payment of the next pay estimate.

Use mowing equipment equipped with safety devices designed to prevent injury or property damage caused by flying debris propelled from under the mowing equipment. Keep all mowing equipment in good operating condition and maintain to provide a clean, sharp cut of vegetation at all times. If the City of Charleston Traffic and Transportation determines the equipment is defective to the point that the quality of work or safety is affected, immediately repair or replace the equipment.

Ensure that mowing results in a vegetation height of 4 to 6 inches, unless otherwise directed by the City of Charleston Traffic and Transportation. Mow as closely as possible to all fixed objects, exercising care not to damage trees, plants, shrubs, signs, delineators, or other appurtenances that are a part of the facility. Hand trim around such objects if required and to the satisfaction of the City of Charleston Traffic and Transportation.

Immediately remove and properly dispose of any debris thrown on the roadway by the mowing operation. Mowed grass is not normally removed unless it becomes a hazard as determined by the City of Charleston Traffic and Transportation.

Do not perform mowing when, in the opinion of the RCE, soil and weather conditions are such that rutting or other damage to the project may occur. The three-business day period noted above will be extended until the soil and weather conditions become suitable for mowing on the project.

CLEARING AND GRUBBING

201.1 This section contains specifications for the materials, equipment, construction, measurement, and payment for clearing and grubbing of all vegetation, debris, and obstructions within the limits of the roadway, right-of-way, ditch and channel change areas, or other easement areas, except for such objects that are designated to remain, or are to be otherwise removed in accordance with the Plans or other sections of these specifications.

201.4.2 Clearing and Grubbing within Right-of-Way

Where clearing and grubbing within right-of-way is required, clear and grub the entire area within the right-of- way lines. Do not cut, damage, or destroy timber beyond the right-of-way lines unless the Plans or the Special Provisions provide for clearing such areas as necessary to complete the work. Do not remove or damage trees, plant specimens, or other objects considered valuable by adjacent property owners or that are aesthetically desirable and are designated by the City of Charleston Traffic and Transportation to remain.

BASIS OF PAYMENT

LF	Rotary mowing in R/W 30'wide
LF	Tree trimming 30' wide, chipped on R/W
LF	Clearing and grubbing within R/W 10' wide

INSTALL CITY SUPPLIED EQUIPMENT

DESCRIPTION

This work shall consist of installing equipment that will be supplied by the City, at the locations designated on the Plans, in accordance with the appropriate Specification, and the applicable Design Detail or Standard.

MATERIALS

The Plans and BID or Proposal Forms, state specifically which material will be supplied by the City. ALL OTHER MATERIALS SHALL BE ASSUMED TO BE FURNISHED BY THE CONTRACTOR. The Contractor should refer to the appropriate "Furnish and Install ..." Specification to determine what other materials will be required to complete the installation. Those materials must be required to complete the installation. Those materials must then meet the physical Specifications stated. The Contractor shall also supply all miscellaneous materials that will result in a complete and acceptable project.

CERTIFICATION

The Contractor shall provide certification that any material they supply for this item will meet the Specifications.

GUARANTEE

For any materials they supply, the Contractor shall furnish the City with all warranties offered by the manufacturer as normal trade practice.

CONSTRUCTION METHODS

General - All workmanship and construction methods shall be in accordance with the appropriate Specification and in agreement with the applicable Design Detail or Standards.

Example - As an example, take the BID item – "INSTALL CONTROLLER BASE-MOUNTED CABINET-- EACH". The Contractor shall then refer to the Specification titled "FURNISH AND INSTALL CONTROLLERS AND CABINET". They shall then furnish any other necessary materials, and shall complete the work needed to result in a finished installation. The Contractor shall also refer to the Plans, and to the Design Details and Standards.

METHOD OF MEASUREMENT

Installation of City supplied equipment will be measured by SPECIFIED UNITS installed/erected in place as shown on the plans, including miscellaneous materials, fully operable. The Contractor is responsible for picking up the equipment to be supplied, at the appropriate DOT Depot or Shop, and for providing any loading equipment and trailers required. The Specified Units shall be that stated in the "Furnish and Install..." specification.

BASIS OF PAYMENT

Installed City supplied equipment, accepted and measured as provided above, will be paid for at the contract unit price bid for:

INSTALL – (Equipment Description) – SPECIFIED UNITS

Which shall be full compensation for all work and miscellaneous materials necessary to complete the work item specified. Such payment includes the cost of transportation, loading, and unloading, by the Contractor.

PRICES AND ESTIMATED QUANTITIES

Line Item	QTY	UM	Bid Price	Max. Price	Description	Totals Based on Max Price
1	25	EA		$566.50	Mobilization per work order	$14,162.50
2	10	EA		$412.00	Traffic control per day non interstate	$4,120.00
3	5	EA		$515.00	Traffic control per night time non interstate	$2,575.00
4	10,000	LF		$5.15	F/I 2" HDPE roll pipe SCH 80/SDR11 to include 1-2" pipe less than 5000' trenched/plowed	$51,500.00
5	25,000	LF		$4.64	F/I 2" HDPE roll pipe SCH 80/SDR11 to include 1-2" pipe greater than 5000' trenched/plowed	$116,000.00
6	2,000	LF		$1.60	F/I 2" HDPE Additional roll pipe SCH 80/SDR11 1-2" addition for trench/plowed/bore	$3,200.00
7	500	LF		$20.60	F/I 2" HDPE roll pipe SCH 80/SDR11 to include 1-2" pipe Rock Trench	$10,300.00
8	200	LF		$51.50	F/I 2" HDPE directional rock bore SCH 80/SDR11 to include 1-2" pipes	$10,300.00
9	1,000	LF		$12.36	F/I 2" HDPE directional bore SCH 80/SDR11 to include 1-2" pipe greater than 1000'	$12,360.00
10	5,000	LF		$16.48	F/I 2" HDPE directional bore SCH 80/SDR11 to include 1-2" pipe less than 1000'	$82,400.00
11	50	LF		$12.88	F/I 2" Gal Ridged conduit 1-2" pipe trenched/riser	$644.00

12	1,500	LF		$39.14	F/I 2" Gal Ridged conduit to include 1-2" conduit with stainless bridge attachment and hardware	$58,710.00
13	2,500	LF		$10.08	F/I 2" SCH 80 PVC trenched/ riser	$25,200.00
14	1,500	LF		$7.21	F/I 1" SCH 80 PVC trenched/ riser	$10,815.00
15	5,000	LF		$0.58	F/I Detectable mule tape in existing conduit	$2,900.00
16	25,000	LF		$0.32	F/I Detectable mule tape in new conduit with fiber	$8,000.00
17	5,000	LF		$0.37	Install Detectable mule tape in existing conduit	$1,850.00
18	48	EA		$26.52	FO Fusion splicing < 24	$1,272.96
19	96	EA		$18.54	FO Fusion splicing < 144	$1,779.84
20	144	EA		$12.36	FO Fusion splicing > 144	$1,779.84
21	12	EA		$3.09	Install splice trays/coupler panels	$37.08
22	5	EA		$103.00	Install FO splice closure only	$515.00
23	6	EA		$43.26	F/I coupler panel, 6 fiber, SM, ST (CCH-CP06P-19)	$259.56
24	2	EA		$309.00	F/I FO splice tray housing rack max 144 fiber (CSH-03U)	$618.00
25	6	EA		$61.80	F/I FO splice tray, fusion heat shrink 12 fiber (M67-048)	$370.80
26	6	EA		$16.48	F/I FO jumper, SM, ST, LC 6'	$98.88
27	12	EA		$10.30	F/I pigtail, SM, ST, 3'	$123.60
28	6	EA		$12.36	F/I jumper, SM, ST, 3'	$74.16
29	2	EA		$51.50	Install term cabinet, wall or rack	$103.00

30	6	EA		$51.50	LT FO cable prep up to 72	$309.00
31	12	EA		$61.80	LT FO cable prep greater than 96	$741.60
32	2	EA		$360.50	F/I splice enclosure 48 strand fiber (2178S)	$721.00
33	4	EA		$463.50	F/I splice enclosure 96 strand fiber (2178L w/ Exp)	$1,854.00
34	6	EA		$515.00	F/I splice enclosure 144 strand fiber (2178LL w/2181 Exp)	$3,090.00
35	4	EA		$41.20	F/I fiber trays, fusion HS, slant (2523t w/ 2524I)	$164.80
36	2	EA		$51.50	F/I aerial FOSC mounting brackets (2183)	$103.00
37	144	EA		$10.30	LSPM test (any wave)	$1,483.20
38	72	EA		$5.67	OTDR testing (any wave) up to 72	$408.24
39	1440	EA		$4.12	OTDR testing (any wave) > 144	$5,932.80
40	144	EA		$10.30	OTDR reel test (any wave) up to 72	$1,483.20
41	864	EA		$8.24	OTDR reel test (any wave) > 144	$7,119.36
42	6000	LF		$1.03	Install SMF in new duct less than 12,000'	$6,180.00
43	30000	LF		$.93	Install SMF in new duct greater than 12,000'	$27,900.00
44	10000	LF		$1.55	Install SMF in existing duct less than 12,000'	$15,500.00
45	15000	LF		$1.44	Install SMF in existing duct greater than 12,000'	$21,600.00
46	10000	LF		$1.65	Install SMF lashed to messenger less than 12,000'	$16,500.00
47	5000	LF		$1.55	Install SMF lashed to messenger greater than 12,000'	$7,750.00

48	5000	LF		$1.85	Install SMF over lashed to messenger with existing cables	$9,250.00
49	10000	LF		$1.65	Remove existing fiber from existing duct for salvage and reuse	$16,500.00
50	20000	LF		$.77	Remove existing fiber from existing duct for disposal	$15,400.00
51	2	EA		$154.50	Install snow shoes per set	$309.00
52	15000	LF		$2.58	F/I ¼" Galva steel cable with hardware for messenger	$38,700.00
53	5	EA		$231.75	F/I back guy for wood pole including cable, anchor, hardware, and ground	$1,158.75
54	5	EA		$257.50	F/I sidewalk guy for wood pole including cable, anchor, hardware, and ground	$1,287.50
55	3	EA		$154.50	F/I Aerial guy including all hardware and cable	$463.50
56	25	EA		$360.50	F/I 30' wood pole	$9,012.50
57	5	EA		$257.50	Install 30' , 35' or 40' wood pole	$1,287.50
58	5	EA		$206.00	Remove 30', 35' or 40' wood pole including fill	$1,030.00
59	10	EA		$412.00	F/I 35' wood pole	$4,120.00
60	5	EA		$463.50	F/I 40' wood pole	$2,317.50
61	2	EA		$7416.00	F/I 60' concrete pole	$14,832.00
62	12	EA		$1854.00	Install 60' concrete pole	$22,248.00
63	5	EA		$1545.00	Remove 60' concrete pole including fill	$7,725.00
64	1	EA		$9270.00	F/I 80' concrete pole	$9,270.00
65	1	EA		$2,060.00	Install 80' concrete pole	$2,060.00

66	1	EA		$1,854.00	Remove 80' concrete pole	$1,854.00
67	8	EA		$412.00	Install 40' concrete pole	$3,296.00
68	5	EA		$309.00	Remove 40' concrete pole including fill	$1,545.00
69	10	EA		$566.50	Remove lowering device on existing erected pole	$5,665.00
70	10	EA		$592.25	Install lowering device on existing erected pole	$5,922.50
71	5	EA		$772.50	remove and install lowering device on existing erected pole	$3,862.50
72	2	EA		$4,944.00	F/I CLS lowering device on non-erected pole	$9,888.00
73	2	EA		$6,180.00	F/I MOOG lowering device on non-erected pole	$12,360.00
74	12	EA		$206.00	Install lowering device non erected pole	$2,472.00
75	10	EA		$1,236.00	F/I service box	$12,360.00
76	50	EA		$515.00	Install service box	$25,750.00
77	10	EA		$927.00	F/I pull box	$9,270.00
78	20	EA		$412.00	Install pull box	$8,240.00
79	10	EA		$504.70	F/I 100 AMP electrical service on wood or concrete pole overhead	$5,047.00
80	5	EA		$319.30	F/I 100 AMP electrical service on pedestal underground	$1,596.50
81	1	EA		$566.50	F/I 200 AMP electrical service on concrete or wood pole overhead	$566.50
82	1	EA		$412.00	F/I 200 AMP electrical service on pedestal underground	$412.00
83	6000	LF		$0.52	Install #10, 6, 4, or 2 THHN in duct (length of pull not length of cable)	$3,120.00

84	2500	LF		$.93	Install 1/0, 2/0, 3/0, or 4/0 THHN in duct (length of pull not length of cable)	$2,325.00
85	500	LF		$1.55	Install 300 or 350 MCM in duct (length of pull not length of cable)	$775.00
86	100	EA		$30.90	F/I additional ground rod 5/8" X 8'	$3,090.00
87	200	LF		$1.03	Install additional #4 ground wire 7 strand bare	$206.00
88	100	EA		$20.60	F/I additional exothermic weld for 5/8" ground rods and #4 or 6 wire	$2,060.00
89	20	EA		$133.90	F/I lentil for disconnect	$2,678.00
90	10	EA		$77.25	Install lentil for disconnect	$772.50
91	10	EA		$154.50	F/I 100AMP disconnect	$1,545.00
92	2	EA		$231.75	F/I 200AMP disconnect	$463.50
93	2	EA		$824.00	F/I poured in place cabinet base for 332 cabinet	$1,648.00
94	50	EA		$515.00	Furnish pre Fab cabinet concrete base for 322 cabinet	$25,750.00
95	50	EA		$309.00	Install pre Fab cabinet base	$15,450.00
96	50	EA		$206.00	Install 332 cabinet	$10,300.00
97	5	EA		$231.75	Install 336 cabinet on pole	$1,158.75
98	5	EA		$82.40	Remove 332 cabinet	$412.00
99	2	EA		$77.25	Remove 336 Cabinet	$154.50
100	5	EA		$283.25	Remove pre fab concrete cabinet base and fill dirt	$1,416.25
101	1	EA		$1030.00	F/I stainless pull box for bridge with hubs and hardware	$1,030.00

102	100	SF		$10.33	F/I concrete sidewalk 4" uniform per sq. ft.	$1,033.00
103	100	SF		$5.15	Remove 4" uniform sidewalk per sq. ft.	$515.00
104	100	LF		$7.21	Saw cut concrete up to 6" depth per ft.	$721.00
105	100	LF		$6.70	Saw cut ASPH up to 6" depth per ft.	$670.00
106	50	EA		$154.50	Disposal of concrete and concrete poles per ton	$7,725.00
107	20	HR		$15.45	Portable light plant / generator per hour	$309.00
108	150	HR		$18.54	Portable Air Compressor per hour	$2,781.00
109	200	HR		$92.70	Bucket truck 30' with operator per hour	$18,540.00
110	75	HR		$103.00	Bucket truck 55' with operator per hour	$7,725.00
111	25	HR		$185.40	Bucket truck 100' with operator per hour	$4,635.00
112	50	HR		$85.49	Backhoe with operator per hour	$4,274.50
113	100	HR		$82.40	Mini excavator with operator per hour	$8,240.00
114	200	HR		$92.70	Trencher with operator per hour	$18,540.00
115	50	HR		$166.86	Plow for installation of HDPE roll duct per hour	$8,343.00
116	40	HR		$103.00	Dump truck 26,000 with operator per hour	$4,120.00
117	80	HR		$77.25	Dump truck 16,000 with operator per hour	$6,180.00
118	25	HR		$164.80	15 ton crane w/ man basket with operator per hour	$4,120.00

119	25	HR		$195.70	60 ton crane with operator per hour	$4,892.50
120	25	HR		$412.00	100 ton crane with operator per hour	$10,300.00
121	200	HR		$103.00	Line truck with 18"-36" augers and operator per hour	$20,600.00
122	200	HR		$10.30	Pole trailer per hour	$2,060.00
123	150	HR		$8.24	Utility trailer up to 24' per hour	$1,236.00
124	100	HR		$20.60	Reel trailer for use with fiber optic cable, roll duct, electrical cable per hour	$2,060.00
125	40	HR		$180.25	Trailer mounted rodder greater than 1000 feet per hour	$7,210.00
126	20	HR		$154.50	Pressure Digger 24'' – 48'' with operator per hour	$3,090.00
127	40	HR		$169.95	Tractor and trailer 53 – 80' per HR unlimited miles with operator/tie down equipment per hour	$6,798.00
128	10	HR		$206.00	Vac truck with operator per hour	$2,060.00
129	40	HR		$51.50	Ground penetrating radar per hour	$2,060.00
130	3000	HR		$2.06	OTDR per hour	$6,180.00
131	3000	HR		$2.57	Fusion Fiber splicer per hour	$7,710.00
132	2000	HR		$1.29	Specialized tooling for PM services per hour	$2,580.00
133	6000	HR		$1.39	Specialized tooling for Maintenance services per hour	$8,340.00
134	4000	HR		$1.55	Specialized fiber optic environmental control tooling per hour	$6,200.00
135	460000	MI		$.58	Mileage reimbursement (IRS) for non-hourly rated vehicles	$266,800.00

136	2500	HR		$190.55	Furnish working crew (4 person, 2 specified pieces of equipment, foreman's truck and hand tools) per hour	$476,375.00
137	5800	HR		$41.20	Helper per hour	$238,960.00
138	10000	HR		$55.62	Tech I per hour	$556,200.00
139	23000	HR		$72.10	Tech II per hour	$1,658,300.00
140	7700	HR		$87.55	Tech III per hour	$674,135.00
141	6000	HR		$185.40	Tech IV per hour	$1,112,400.00
142	25	LF		$1.03	Rotary mowing in R/W 30'wide	$25.75
143	500	LF		$10.30	Tree trimming 15' wide, chipped on R/W	$5,150.00
144	200	LF		$8.24	Clearing and grubbing within R/W 10' wide	$1,648.00
145	20	EA		$30.90	F/I marker post	$618.00
146	100	EA		$16.48	Install maker post	$1,648.00
147	1	LS		$23,175.00	Cost plus material %15 based on $150,000.00 per year	$23,175.00
148	50	CY		$128.75	Unclassified Excavation CY	$6,437.50
149	10	CY		$257.50	Rock Excavation CY	$2,575.00
150	2	EA		$17370.95	Project Maintenance Project Svcs p/day	$34,741.90
151	2	EA		$2096.05	Site Survey/Inspection Daily site survey	$4,192.10
						$6,037,568.42

#20-P025R Pricing Sheets *Vendor:* _____

Item	Quantity	Unit of Measure	Unit Price	Extended Price
1	25.000	each		
Item Description: Mobilization per work order				
Tendering Text: Mobilization per work order				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
2	10.000	each		
Item Description: Traffic control per day non interstate				
Tendering Text: Traffic control per day non interstate				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
3	5.000	each		
Item Description: Traffic control per night time non interstate				
Tendering Text: Traffic control per night time non interstate				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
4	10000.000	Foot		
Item Description: F/I 2~ HDPE roll pipe SCH 80/SDR11 to include 1-2~ pipe less than 5000' trenched/plowed – 10000 Linear Feet Per Quote				
Tendering Text: F/I 2~ HDPE roll pipe SCH 80/SDR11 to include 1-2~ pipe less than 5000' trenched/plowed - 10000 Linear Feet PER QUOTE				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
5	25000.000	Foot		
Item Description: F/I 2~ HDPE roll pipe SCH 80/SDR11 to include 1-2~ pipe greater than 5000' trenched/plowed - Linear Feet per Quote				
Tendering Text: F/I 2~ HDPE roll pipe SCH 80/SDR11 to include 1-2~ pipe greater than 5000' trenched/plowed - Linear Feet per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
6	2000.000	Foot		
Item Description: F/I 2" HDPE Additional roll pipe SCH 80/SDR11 SDR11 1-2" addition for trench/plowed/bore - Linear Feet per Quote				
Tendering Text: F/I 2" HDPE Additional roll pipe SCH 80/SDR11 1-2" addition for trench/plowed/bore - Linear Feet per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
7	500.000	Foot		
Item Description: F/I 2~ HDPE roll pipe SCH 80/SDR11 to include 1-2~ pipe Rock Trench Linear Feet Per Quote				
Tendering Text: F/I 2~ HDPE roll pipe SCH 80/SDR11 to include 1-2~ pipe Rock Trench Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
8	200.000	Foot		
Item Description: F/I 2~ HDPE directional rock bore SCH 80/SDR11 to include 1-2~ pipes Linear Feet Per Quote				
Tendering Text: F/I 2~ HDPE directional rock bore SCH 80/SDR11 to include 1-2~ pipes Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
9	1000.000	Foot		
Item Description: F/I 2~ HDPE directional bore SCH 80/SDR11 to include 1-2~ pipe greater than 1000' Linear Feet Per Quote				
Tendering Text: F/I 2~ HDPE directional bore SCH 80/SDR11 to include 1-2~ pipe greater than 1000' Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
10	5000.000	Foot		
Item Description: F/I 2~ HDPE directional bore SCH 80/SDR11 to include 1-2~ pipe less than 1000' Linear Feet Per Quote				
Tendering Text: F/I 2~ HDPE directional bore SCH 80/SDR11 to include 1-2~ pipe less than 1000' Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
11	50.000	Foot		
Item Description: F/I 2~ Gal Ridged conduit 1-2~ pipe trenched/riser Linear Feet Per Quote				
Tendering Text: F/I 2~ Gal Ridged conduit 1-2~ pipe trenched/riser Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
12	1500.000	Foot		
Item Description: F/I 2~ Gal Ridged conduit to include 1-2~ conduit with stainless bridge attachment and hardware Linear Feet Per Quote				
Tendering Text: F/I 2~ Gal Ridged conduit to include 1-2~ conduit with stainless bridge attachment and hardware Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
13	2500.000	Foot		
Item Description: F/I 2~ SCH 80 PVC trenched/ riser Linear Feet Per Quote				
Tendering Text: F/I 2~ SCH 80 PVC trenched/ riser Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
14	1500.000	Foot		
Item Description: F/I 1~ SCH 80 PVC trenched/ riser Liner Feet Per Quote				
Tendering Text: F/I 1~ SCH 80 PVC trenched/ riser Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
15	5000.000	Foot		
Item Description: F/I Detectable mule tape in existing conduit Linear Feet Per Quote				
Tendering Text: F/I Detectable mule tape in existing conduit Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
16	25000.000	Foot		
Item Description: F/I Detectable mule tape in new conduit with fiber Linear Feet Per Quote				
Tendering Text: F/I Detectable mule tape in new conduit with fiber Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
17	5000.000	Foot		
Item Description: Install Detectable mule tape in existing conduit Linear Feet Per Quote				
Tendering Text: Install Detectable mule tape in existing conduit Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
18	48.000	each		
Item Description: FO Fusion splicing < 24				
Tendering Text: FO Fusion splicing < 24				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
19	96.000	each		
Item Description: FO Fusion splicing < 144				
Tendering Text: FO Fusion splicing < 144				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
20	144.000	each		
Item Description: FO Fusion splicing > 144				
Tendering Text: FO Fusion splicing > 144				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
21	12.000	each		
Item Description: Install splice trays/coupler panels				
Tendering Text: Install splice trays/coupler panels				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
22	5.000	each		
Item Description: Install FO splice closure only				
Tendering Text: Install FO splice closure only				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
23	6.000	each		
Item Description: F/I coupler panel, 6 fiber, SM, ST (CCH-CP06P-19)				
Tendering Text: F/I coupler panel, 6 fiber, SM, ST (CCH-CP06P-19)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
24	2.000	each		
Item Description: F/I FO splice tray housing rack max 144 fiber (CSH-03U)				
Tendering Text: F/I FO splice tray housing rack max 144 fiber (CSH-03U)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
25	6.000	each		
Item Description: F/I FO splice tray, fusion heat shrink 12 fiber (M67-048)				
Tendering Text: F/I FO splice tray, fusion heat shrink 12 fiber (M67-048)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
26	6.000	each		
Item Description: F/I FO jumper, SM, ST, LC 6'				
Tendering Text: F/I FO jumper, SM, ST, LC 6'				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
27	12.000	each		
Item Description: F/I pigtail, SM, ST, 3'				
Tendering Text: F/I pigtail, SM, ST, 3'				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
28	6.000	each		
Item Description: F/I jumper, SM, ST, 3'				
Tendering Text: F/I jumper, SM, ST, 3'				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
29	2.000	each		
Item Description: Install term cabinet, wall or rack				
Tendering Text: Install term cabinet, wall or rack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
30	6.000	each		
Item Description: LT FO cable prep up to 72				
Tendering Text: LT FO cable prep up to 72				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
31	12.000	each		
Item Description: LT FO cable prep greater than 96				
Tendering Text: LT FO cable prep greater than 96				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
32	2.000	each		
Item Description: F/I splice enclosure 48 strand fiber (21				
Tendering Text: F/I splice enclosure 48 strand fiber (2178S)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
33	4.000	each		
Item Description: F/I splice enclosure 96 strand fiber (2178L w/Exp)				
Tendering Text: F/I splice enclosure 96 strand fiber (2178L w/ Exp)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
34	6.000	each		
Item Description: F/I splice enclosure 144 strand fiber (2178LL w/2181 Exp)				
Tendering Text: F/I splice enclosure 144 strand fiber (2178LL w/2181 Exp)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
35	4.000	each		
Item Description: F/I fiber trays, fusion HS, slant (2523t w/2524I)				
Tendering Text: F/I fiber trays, fusion HS, slant (2523t w/ 2524I)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
36	2.000	each		
Item Description: F/I aerial FOSC mounting brackets (2183)				
Tendering Text: F/I aerial FOSC mounting brackets (2183)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
37	144.000	each		
Item Description: LSPM test (any wave)				
Tendering Text: LSPM test (any wave)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
38	72.000	each		
Item Description: OTDR testing (any wave) up to 72				
Tendering Text: OTDR testing (any wave) up to 72				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
39	1440.000	each		
Item Description: OTDR testing (any wave) > 144				
Tendering Text: OTDR testing (any wave) > 144				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
40	144.000	each		
Item Description: OTDR reel test (any wave) up to 72				
Tendering Text: OTDR reel test (any wave) up to 72				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
41	864.000	each		
Item Description: OTDR reel test (any wave) > 144				
Tendering Text: OTDR reel test (any wave) > 144				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
42	6000.000	Foot		
Item Description: Install SMF in new duct less than 12,000 Linear Feet Per Quote				
Tendering Text: Install SMF in new duct less than 12,000 Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
43	30000.000	Foot		
Item Description: Install SMF in new duct greater than 12,000 Linear Feet Per Quote				
Tendering Text: Install SMF in new duct greater than 12,000 Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
44	10000.000	Foot		
Item Description: Install SMF in existing duct less than 12,000 Linear Feet Per Quote				
Tendering Text: Install SMF in existing duct less than 12,000 Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
45	15000.000	Foot		
Item Description: Install SMF in existing duct greater than 12,000 Linear Feet Per Quote				
Tendering Text: Install SMF in existing duct greater than 12,000 Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
46	10000.000	Foot		
Item Description: Install SMF lashed to messenger less than 12,000 Linear Feet Per Quote				
Tendering Text: Install SMF lashed to messenger less than 12,000 Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
47	5000.000	Foot		
Item Description: Install SMF lashed to messenger greater				
Tendering Text: Install SMF lashed to messenger greater than 12,000' Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
48	5000.000	Foot		
Item Description: Install SMF over lashed to messenger with existing cables Linear Feet Per Quote				
Tendering Text: Install SMF over lashed to messenger with existing cables Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
49	10000.000	Foot		
Item Description: Remove existing fiber from existing duct for salvage and reuse Linear Feet Per Quote				
Tendering Text: Remove existing fiber from existing duct for salvage and reuse Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
50	20000.000	Foot		
Item Description: Remove existing fiber from existing duct for disposal Linear Feet Per Quote				
Tendering Text: Remove existing fiber from existing duct for disposal Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
51	2.000	each		
Item Description: Install snow shoes per set				
Tendering Text: Install snow shoes per set				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
52	15000.000	Foot		
Item Description: F/I ~~ Galva steel cable with hardware for messenger Linear Feet Per Quote				
Tendering Text: F/I ~~ Galva steel cable with hardware for messenger Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
53	5.000	each		
Item Description: F/I back guy for wood pole including cable, anchor, hardware, and ground				
Tendering Text: F/I back guy for wood pole including cable, anchor, hardware, and ground				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
54	5.000	each		
Item Description: F/I sidewalk guy for wood pole including cable, anchor, hardware, and ground				
Tendering Text: F/I sidewalk guy for wood pole including cable, anchor, hardware, and ground				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
55	3.000	each		
Item Description: F/I Aerial guy including all hardware and cable				
Tendering Text: F/I Aerial guy including all hardware and cable				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
56	25.000	each		
Item Description: F/I 30' wood pole				
Tendering Text: F/I 30' wood pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
57	5.000	each		
Item Description: Install 30' , 35' or 40' wood pole				
Tendering Text: Install 30' , 35' or 40' wood pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
58	5.000	each		
Item Description: Remove 30', 35' or 40' wood pole including fill				
Tendering Text: Remove 30', 35' or 40' wood pole including fill				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
59	10.000	each		
Item Description: F/I 35' wood pole				
Tendering Text: F/I 35' wood pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
60	5.000	each		
Item Description: F/I 40' wood pole				
Tendering Text: F/I 40' wood pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
61	2.000	each		
Item Description: F/I 60' concrete pole				
Tendering Text: F/I 60' concrete pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
62	12.000	each		
Item Description: Install 60' concrete pole				
Tendering Text: Install 60' concrete pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
63	5.000	each		
Item Description: Remove 60' concrete pole including fill				
Tendering Text: Remove 60' concrete pole including fill				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
64	1.000	each		
Item Description: F/I 80' concrete pole				
Tendering Text: F/I 80' concrete pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
65	1.000	each		
Item Description: Install 80' concrete pole				
Tendering Text: Install 80' concrete pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
66	1.000	each		
Item Description: Remove 80' concrete pole				
Tendering Text: Remove 80' concrete pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
67	8.000	each		
Item Description: Install 40' concrete pole				
Tendering Text: Install 40' concrete pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
68	5.000	each		
Item Description: Remove 40' concrete pole including fill				
Tendering Text: Remove 40' concrete pole including fill				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
69	10.000	each		
Item Description: Remove lowering device on existing erect pole				
Tendering Text: Remove lowering device on existing erected pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
70	10.000	each		
Item Description: Install lowering device on existing erected pole				
Tendering Text: Install lowering device on existing erected pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
71	5.000	each		
Item Description: remove and install lowering device on existing erected pole				
Tendering Text: remove and install lowering device on existing erected pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
72	2.000	each		
Item Description: F/I CLS lowering device on non-erected pole				
Tendering Text: F/I CLS lowering device on non-erected pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
73	2.000	each		
Item Description: F/I MOOG lowering device on non-erected pole				
Tendering Text: F/I MOOG lowering device on non-erected pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
74	12.000	each		
Item Description: Install lowering device non erected pole				
Tendering Text: Install lowering device non erected pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
75	10.000	each		
Item Description: F/I service box				
Tendering Text: F/I service box				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
76	50.000	each		
Item Description: Install service box				
Tendering Text: Install service box				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
77	10.000	each		
Item Description: F/I pull box				
Tendering Text: F/I pull box				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
78	20.000	each		
Item Description: Install pull box				
Tendering Text: Install pull box				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
79	10.000	each		
Item Description: F/I 100 AMP electrical service on wood or concrete pole overhead				
Tendering Text: F/I 100 AMP electrical service on wood or concrete pole overhead				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
80	5.000	each		
Item Description: F/I 100 AMP electrical service on pedestal underground				
Tendering Text: F/I 100 AMP electrical service on pedestal underground				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
81	1.000	each		
Item Description: F/I 200 AMP electrical service on concrete or wood pole overhead				
Tendering Text: F/I 200 AMP electrical service on concrete or wood pole overhead				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
82	1.000	each		
Item Description: F/I 200 AMP electrical service on pedestal underground				
Tendering Text: F/I 200 AMP electrical service on pedestal underground				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
83	6000.000	Foot		
Item Description: Install #10, 6, 4, or 2 THHN in duct (length of pull not length of cable) Linear Feet per Quote				
Tendering Text: Install #10, 6, 4, or 2 THHN in duct (length of pull not length of cable) Linear Feet per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
84	2500.000	Foot		
Item Description: Install 1/0, 2/0, 3/0, or 4/0 THHN in duct (length of pull not length of cable) Linear Feet per Quote				
Tendering Text: Install 1/0, 2/0, 3/0, or 4/0 THHN in duct (length of pull not length of cable) Linear Feet per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
85	500.000	Foot		
Item Description: Install 300 or 350 MCM in duct (length of pull not length of cable) Linear Feet per Quote				
Tendering Text: Install 300 or 350 MCM in duct (length of pull not length of cable) Linear Feet per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
86	100.000	each		
Item Description: F/I additional ground rod 5/8~ X 8'				
Tendering Text: F/I additional ground rod 5/8~ X 8'				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
87	200.000	Foot		
Item Description: Install additional #4 ground wire 7 strand bare Linear Feet per Quote				
Tendering Text: Install additional #4 ground wire 7 strand bare Linear Feet per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
88	100.000	each		
Item Description: F/I additional exothermic weld for 5/8~ground rods and #4 or 6 wire				
Tendering Text: F/I additional exothermic weld for 5/8~ ground rods and #4 or 6 wire				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
89	20.000	each		
Item Description: F/I lentil for disconnect				
Tendering Text: F/I lentil for disconnect				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
90	10.000	each		
Item Description: Install lentil for disconnect				
Tendering Text: Install lentil for disconnect				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
91	10.000	each		
Item Description: F/I 100AMP disconnect				
Tendering Text: F/I 100AMP disconnect				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
92	2.000	each		
Item Description: F/I 200AMP disconnect				
Tendering Text: F/I 200AMP disconnect				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
93	2.000	each		
Item Description: F/I poured in place cabinet base for 332 cabinet				
Tendering Text: F/I poured in place cabinet base for 332 cabinet				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
94	50.000	each		
Item Description: Furnish pre Fab cabinet concrete base for 322 cabinet				
Tendering Text: Furnish pre Fab cabinet concrete base for 322 cabinet				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
95	50.000	each		
Item Description: Install pre Fab cabinet base				
Tendering Text: Install pre Fab cabinet base				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
96	50.000	each		
Item Description: Install 332 cabinet				
Tendering Text: Install 332 cabinet				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
97	5.000	each		
Item Description: Install 336 cabinet on pole				
Tendering Text: Install 336 cabinet on pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
98	5.000	each		
Item Description: Remove 332 cabinet				
Tendering Text: Remove 332 cabinet				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
99	2.000	each		
Item Description: Remove 336 Cabinet				
Tendering Text: Remove 336 Cabinet				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
100	5.000	each		
Item Description: Remove pre fab concrete cabinet base and fill dirt				
Tendering Text: Remove pre fab concrete cabinet base and fill dirt				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
101	1.000	each		
Item Description: F/I stainless pull box for bridge with hubs and hardware				
Tendering Text: F/I stainless pull box for bridge with hubs and hardware				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
102	100.000	Foot		
Item Description: F/I concrete sidewalk 4~ uniform per sq. ft. Square Foot per Quote				
Tendering Text: F/I concrete sidewalk 4~ uniform per sq. ft. Square Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
103	100.000	Foot		
Item Description: Remove 4~ uniform sidewalk per sq. ft. Square Foot per Quote				
Tendering Text: F/I concrete sidewalk 4~ uniform per sq. ft. Square Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
104	100.000	Foot		
Item Description: Saw cut concrete up to 6~ depth per ft. Linear Foot per Quote				
Tendering Text: Saw cut concrete up to 6~ depth per ft. Linear Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
105	100.000	Foot		
Item Description: Saw cut ASPH up to 6~ depth per ft. Linear Foot per Quote				
Tendering Text: Saw cut ASPH up to 6~ depth per ft. Linear Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
106	50.000	each		
Item Description: Disposal of concrete and concrete poles per ton				
Tendering Text: Disposal of concrete and concrete poles per ton				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
107	20.000	Hours		
Item Description: Portable light plant / generator per hour				
Tendering Text: Portable light plant / generator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
108	150.000	Hours		
Item Description: Portable Air Compressor per hour				
Tendering Text: Portable Air Compressor per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
109	200.000	Hours		
Item Description: Bucket truck 30' with operator per hour				
Tendering Text: Bucket truck 30' with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
110	75.000	Hours		
Item Description: Bucket truck 55' with operator per hour				
Tendering Text: Bucket truck 55' with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
111	25.000	Hours		
Item Description: Bucket truck 100' with operator per hour				
Tendering Text: Bucket truck 100' with operator per hour				

	Quantity	Unit of Measure	Unit Price	Extended Price
112	50.000	Hours		
Item Description: Backhoe with operator per hour				
Tendering Text: Backhoe with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
113	100.000	Hours		
Item Description: Mini excavator with operator per hour				
Tendering Text: Mini excavator with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
114	200.000	Hours		
Item Description: Trencher with operator per hour				
Tendering Text: Trencher with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
115	50.000	Hours		
Item Description: Plow for installation of HDPE roll duct per hour				
Tendering Text: Plow for installation of HDPE roll duct per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
116	40.000	Hours		
Item Description: Dump truck 26,000 with operator per hour				
Tendering Text: Dump truck 26,000 with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
117	80.000	Hours		
Item Description: Dump truck 16,000 with operator per hour				
Tendering Text: Dump truck 16,000 with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
118	25.000	Hours		
Item Description: 15 ton crane w/ man basket with operator per hour				
Tendering Text: 15 ton crane w/ man basket with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
119	25.000	Hours		
Item Description: 60 ton crane with operator per hour				
Tendering Text: 60 ton crane with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
120	25.000	Hours		
Item Description: 100 ton crane with operator per hour				
Tendering Text: 100 ton crane with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
121	200.000	Hours		
Item Description: Line truck with 18~-36~ augers and operator per hour				
Tendering Text: Line truck with 18~-36~ augers and operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
122	200.000	Hours		
Item Description: Pole trailer per hour				
Tendering Text: Pole trailer per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
123	150.000	Hours		
Item Description: Utility trailer up to 24' per hour				
Tendering Text: Utility trailer up to 24' per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
124	100.000	Hours		
Item Description: Reel trailer for use with fiber optic cable, roll duct, electrical cable per hour				
Tendering Text: Reel trailer for use with fiber optic cable, roll duct, electrical cable per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
125	40.000	Hours		
Item Description: Trailer mounted rodder greater than 1000 feet per hour				
Tendering Text: Trailer mounted rodder greater than 1000 feet per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
126	20.000	Hours		
Item Description: Pressure Digger 24" ~ 48" with operator per hour				
Tendering Text: Pressure Digger 24" ~ 48" with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
127	40.000	Hours		
Item Description: Tractor and trailer 53 ~ 80' per HR unlimited miles with operator/tie down equipment per hour				
Tendering Text: Tractor and trailer 53 ~ 80' per HR unlimited miles with operator/tie down equipment per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
128	10.000	Hours		
Item Description: Vac truck with operator per hour				
Tendering Text: Vac truck with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
129	40.000	Hours		
Item Description: Ground penetrating radar per hour				
Tendering Text: Ground penetrating radar per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
130	3000.000	Hours		
Item Description: OTDR per hour				
Tendering Text: OTDR per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
131	3000.000	Hours		
Item Description: Fusion Fiber splicer per hour				
Tendering Text: Fusion Fiber splicer per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
132	2000.000	Hours		
Item Description: Specialized tooling for PM services per hour				
Tendering Text: Specialized tooling for PM services per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
133	6000.000	Hours		
Item Description: Specialized tooling for Maintenance services per hour				
Tendering Text: Specialized tooling for Maintenance services per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
134	4000.000	Hours		
Item Description: Specialized fiber optic environmental control tooling per hour				
Tendering Text: Specialized fiber optic environmental control tooling per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
135	46000.000	Mile		
Item Description: Mileage reimbursement (IRS) for non-hourly rated vehicles Mileage per quote				
Tendering Text: Mileage reimbursement (IRS) for non-hourly rated vehicles Mileage per quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
136	2500.000	Hours		
Item Description: Furnish working crew (4 person, 2 specified pieces of equipment, foreman's truck and hand tools per hour				
Tendering Text: Furnish working crew (4 person, 2 specified pieces of equipment, foreman's truck and hand tools per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
137	5800.000	Hours		
Item Description: Helper per hour				
Tendering Text: Helper per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
138	10000.000	Hours		
Item Description: Tech I per hour				
Tendering Text: Tech I per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
139	23000.000	Hours		
Item Description: Tech II per hour				
Tendering Text: Tech II per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
140	7700.000	Hours		
Item Description: Tech III per hour				
Tendering Text: Tech III per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
141	6000.000	Hours		
Item Description: Tech IV per hour				
Tendering Text: Tech IV per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
142	25.000	Foot		
Item Description: Rotary mowing in R/W 30'wide Linear Foot per Quote				
Tendering Text: Rotary mowing in R/W 30'wide Linear Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
143	500.000	Foot		
Item Description: Tree trimming 15' wide, chipped on R/W Linear Foot per Quote				
Tendering Text: Tree trimming 15' wide, chipped on R/W Linear Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
144	200.000	Foot		
Item Description: Clearing and grubbing within R/W 10' wide Linear Foot per Quote				
Tendering Text: Clearing and grubbing within R/W 10' wide Linear Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
145	20.000	each		
Item Description: F/I marker post				
Tendering Text: F/I marker post				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
146	100.000	each		
Item Description: Install maker post				
Tendering Text: Install maker post				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
147	100.000	each		
Item Description: Cost plus material %15 based on $150,000.00 per year Lump Sum per quote				
Tendering Text: Cost plus material %15 based on $150,000.00 per year Lump Sum per quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
148	50.000	Cubic Yard		
Item Description: Unclassified Excavation CY				
Tendering Text: Unclassified Excavation CY				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
149	10.000	Cubic Yard		
Item Description: Rock Excavation CY				
Tendering Text: Rock Excavation CY				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
150	2.000	each		
Item Description: Project Maintenance Project Services p/day				
Tendering Text: Project Maintenance Project Services p/day				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
151	2.000	each		
Item Description: Site Survey/Inspection Daily site survey				
Tendering Text: Site Survey/Inspection Daily site survey				

Vendor's Checklist

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

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

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

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

5. Did you mark your "Original" Bid and provide the required # of copies?
   ____ Yes ____ No

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

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

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

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

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

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

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

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

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

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

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

Required certificates should be mailed to:

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

EXHIBIT C

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Bid Number: 20-B025R	**Bids will be received until:** July 21, 2020 @ 12:00pm
Bid Title: On-Call ITS Maintenance & Installation	
Mailing Date: June 18, 2020	**Direct Inquiries to:** Robin B. Robinson
Vendor Name: Precision Contracting Sol.	**FEIN/SS#:** 59-3057681
Vendor Address: 15834 Guild Ct.	
City – State – Zip: Jupiter, FL 33478	
Telephone Number: (561) 743-9737	**Fax Number:** (561) 743-0775
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☒ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: [signature]	**Title:** Treasurer Blake R. Boyd
Date: 7/17/20	

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

IMPORTANT

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

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

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]

4. Questions regarding this solicitation must be submitted to **Robin B. Robinson or Chenette Singleton** in writing no later than **1:00pm on July 8, 2020**. Questions may either be faxed to 843-720-3872 or emailed to **Robin B. Robinson or Chenette Singleton** at **robinsonr@charleston-sc.gov** or **singletonc@charleston-sc.gov**.

Bid Number: 20-B025R	**Bids will be received until:** July 21, 2020 @ 12:00pm
Bid Title: On-Call ITS Maintenance & Installation	
Mailing Date: June 18, 2020	**Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

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

Precision Contracting Services, Inc. — Company Name As registered with the IRS

[signature] — Authorized Signature

15834 Guild Court — Correspondence Address

Blake R. Boyd — Printed Name

Jupiter, FL. 33478 — City, State, Zip

Treasurer — Title

BBoyd@pcsfiber.com — Email Address

561.743.9737 — Telephone Number

N/A — Toll-Free Number (if available)

561.743.0775 — Fax Number

15834 Guild Ct — Remittance Address

7-17-20 — Date

Jupiter, FL. 33478 — City, State, Zip

59-3057681 — Federal Tax ID (FEIN)/SS Number

N/A — SC Sales Tax Number

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

CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me Blake B. Boyd (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: Precision Contracting Services, Inc.

CHARLESTON STREET ADDRESS: NA - No Local Vendor Recognition

SIGNATURE: BBB TITLE: Treasurer

By: Blake R. Boyd
(Print Name)

Sworn to and subscribed before me at Precision Contracting Svc, Inc.
State of Florida, this 12 day of July, 2020

Laura J Fix (SEAL)
Notary Public for State of Florida
My Commission Expires 9/26/23

Notary Public State of Florida
Laura J Fix
My Commission GG 916885
Expires 09/26/2023

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

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

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

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

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

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

COMPLIANCE REQUIREMENTS:

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

☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND

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

OR

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

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

Name of Company: Precision Contracting Services, Inc.

Signature [signature] Date 7/17/20

Print Name Blake R. Boyd Title Treasurer

Witness [signature]

AFFIDAVIT A
Page 1 of 2

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

Affidavit of Precision Contracting Services, Inc
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- o 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***
- o 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- o 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- o 5. Attended any pre-solicitation meetings scheduled by the City.
- o 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- o 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***
- o 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- o 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- o 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- o 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

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

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

Date: 7/17/20 Name of Authorized Officer (Print/Type): Blake R. Boyd

Signature: [signature]

Title: Treasurer

* N/A - See Affidavit "C" Intent to Perform Contract w/ our own workforce

AFFIDAVIT A

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

I, Blake R Boyd, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services. SEE Affidavit "C"

* N/A - Intent to Perform Contract with our own workforce.

1. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
2. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification

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

Date: 7/17/20 Name of Authorized Officer (Print/Type): Blake R Boyd

Sworn to before me this 17 day of July, 2020

Notary Public for the State of Florida

My Commission Expires: 11-26/23

Print Name: Laura Fix

Phone Number: 561 743 9737

Address: 15834 [illegible] 33478

Signature: [signature]

Title: Treasurer

Notary Seal:

Laura J Fix

Notary Public State of Florida
Laura J Fix
My Commission GG 916885
Expires 09/26/2023

AFFIDAVIT B

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

Affidavit of Precision Contracting Services, Inc. (Name of Bidder). I hereby certify that on the On-Call ITS Maintenance & Install (Project Name) Total Project Amount $_____

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

* N/A - See Affidavit "C" - Intent to Perform contract with our own workforce

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
N/A			$
			$
			$
			$
			$
			$
			$

Total MBE Participation: _____ % $ _____

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

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

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

Date: 7/17/20 Name of Authorized Officer (Print/Type): Blake R. Boyd

Signature: [signature]

Title: Treasurer

Sworn to before me this 17 day of July, 20 20.

Notary Public for the State of Florida

My Commission Expires: 9-26-23

Print Name: Laura Fix

Phone Number: 561. 743. 9757

Address: 15834 Guild Ct Boyton Fl 33498

Notary Seal:

Notary Public State of Florida
Laura J Fix
My Commission GG 916885
Expires 09/26/2023

[signature]

AFFIDAVIT C

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

Affidavit of Precision Contracting Services, Inc.
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the City of Charleston, On Call ITS Maintenance & Installation contract.
(Name of Project)

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

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

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

Date: 7/17/20 Name of Authorized Officer (Print/Type): Blake R. Boyd

Signature: [signature]

Title: Treasurer

Sworn to before me this 17 day of July, 2020
Notary Public for the State of Florida
My Commission Expires: 9-26-23
Print Name: Laura Fix
Phone Number: (501) 713-9737
Address: 15834 Crystal Ct, Jupiter, FL 33478

Notary Seal:

[signature]

Notary Public State of Florida
Laura J Fix
My Commission GG 916885
Expires 09/26/2023

PRECISION CONTRACTING SERVICES INC.
Precision Fiber Optic Systems
15834 Guild Court, Jupiter, FL 33478

References

Bidders must supply a minimum of four references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: City of Charleston Troy Mitchell
Address: 180 Lockwood Dr.
Charleston, SC 29403
Phone/Fax: 843.724-7368 / 843-722-5956
Email: MitchellT@Charleston-sc.gov

Name: City of Greenville, Stacy Pigford
Address: 201 Martin Luther King Dr.
Greenville, NC 27835
Phone/Fax: (252) 329-4678
Email: Spigford@greenvillenc.gov

Name: City of Greensboro, Brian Shoemaker
Address: PO Box 3136
Greensboro NC 27402
Phone/Fax: 336-373-2606 / 336-412-6173
Email: Brian.Shoemaker@greensboro-nc.gov

Name: City of Highpointe, James Baker
Address: 211 E. Hamilton St. Rm. 137
High Point, NC 27260
Phone/Fax: 336-883-8540 / 336-883-1478
Email: James.Baker@highpointnc.gov

Name: Martin County, Russ Norvell
Address: 2401 SE Monterey Rd.
Stuart, FL 34996
Phone/Fax: (772) 288-5528 / (772) 288-5453
Email: RNorvell@martin.fl.us

#20-P025R Pricing Sheets **Vendor:** Precision Contracting Services Inc.

Item	Quantity	Unit of Measure	Unit Price	Extended Price
1	25.000	each	$ 566.50	$ 14,162.50
Item Description: Mobilization per work order				
Tendering Text: Mobilization per work order				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
2	10.000	each	$ 412.00	$ 4,120.00
Item Description: Traffic control per day non interstate				
Tendering Text: Traffic control per day non interstate				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
3	5.000	each	$ 515.00	$ 2,575.00
Item Description: Traffic control per night time non interstate				
Tendering Text: Traffic control per night time non interstate				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
4	10000.000	Foot	$ 5.15	$ 51,500.00
Item Description: F/I 2~ HDPE roll pipe SCH 80/SDR11 to include 1-2~ pipe less than 5000' trenched/plowed – 10000 Linear Feet Per Quote				
Tendering Text: F/I 2~ HDPE roll pipe SCH 80/SDR11 to include 1-2~ pipe less than 5000' trenched/plowed - 10000 Linear Feet PER QUOTE				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
5	25000.000	Foot	$ 4.64	$ 116,000.00
Item Description: F/I 2~ HDPE roll pipe SCH 80/SDR11 to include 1-2~ pipe greater than 5000' trenched/plowed - Linear Feet per Quote				
Tendering Text: F/I 2~ HDPE roll pipe SCH 80/SDR11 to include 1-2~ pipe greater than 5000' trenched/plowed - Linear Feet per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
6	2000.000	Foot	$ 1.60	$ 3,200.00
Item Description: F/I 2" HDPE Additional roll pipe SCH 80/SDR11 SDR11 1-2" addition for trench/plowed/bore - Linear Feet per Quote				
Tendering Text: F/I 2" HDPE Additional roll pipe SCH 80/SDR11 1-2" addition for trench/plowed/bore - Linear Feet per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
7	500.000	Foot	$ 20.60	$ 10,300.00
Item Description: F/I 2~ HDPE roll pipe SCH 80/SDR11 to include 1-2~ pipe Rock Trench Linear Feet Per Quote				
Tendering Text: F/I 2~ HDPE roll pipe SCH 80/SDR11 to include 1-2~ pipe Rock Trench Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
8	200.000	Foot	$ 51.50	$ 10,300.00
Item Description: F/I 2~ HDPE directional rock bore SCH 80/SDR11 to include 1-2~ pipes Linear Feet Per Quote				
Tendering Text: F/I 2~ HDPE directional rock bore SCH 80/SDR11 to include 1-2~ pipes Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
9	1000.000	Foot	$ 12.36	$ 12,360.00
Item Description: F/I 2~ HDPE directional bore SCH 80/SDR11 to include 1-2~ pipe greater than 1000' Linear Feet Per Quote				
Tendering Text: F/I 2~ HDPE directional bore SCH 80/SDR11 to include 1-2~ pipe greater than 1000' Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
10	5000.000	Foot	$ 16.48	$ 82,400.00
Item Description: F/I 2~ HDPE directional bore SCH 80/SDR11 to include 1-2~ pipe less than 1000' Linear Feet Per Quote				
Tendering Text: F/I 2~ HDPE directional bore SCH 80/SDR11 to include 1-2~ pipe less than 1000' Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
11	50.000	Foot	$ 12.88	$ 644.00
Item Description: F/I 2~ Gal Ridged conduit 1-2~ pipe trenched/riser Linear Feet Per Quote				
Tendering Text: F/I 2~ Gal Ridged conduit 1-2~ pipe trenched/riser Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
12	1500.000	Foot	$ 39.14	$ 58,710.00
Item Description: F/I 2~ Gal Ridged conduit to include 1-2~ conduit with stainless bridge attachment and hardware Linear Feet Per Quote				
Tendering Text: F/I 2~ Gal Ridged conduit to include 1-2~ conduit with stainless bridge attachment and hardware Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
13	2500.000	Foot	$ 10.08	$ 25,200.00
Item Description: F/I 2~ SCH 80 PVC trenched/ riser Linear Feet Per Quote				
Tendering Text: F/I 2~ SCH 80 PVC trenched/ riser Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
14	1500.000	Foot	$ 7.21	$ 10,815.00
Item Description: F/I 1~ SCH 80 PVC trenched/ riser Liner Feet Per Quote				
Tendering Text: F/I 1~ SCH 80 PVC trenched/ riser Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
15	5000.000	Foot	$ 0.58	$ 2,900.00
Item Description: F/I Detectable mule tape in existing conduit Linear Feet Per Quote				
Tendering Text: F/I Detectable mule tape in existing conduit Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
16	25000.000	Foot	$ 0.32	$ 8,000.00
Item Description: F/I Detectable mule tape in new conduit with fiber Linear Feet Per Quote				
Tendering Text: F/I Detectable mule tape in new conduit with fiber Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
17	5000.000	Foot	$ 0.37	$ 1,850.00
Item Description: Install Detectable mule tape in existing conduit Linear Feet Per Quote				
Tendering Text: Install Detectable mule tape in existing conduit Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
18	48.000	each	$ 26.52	$1,272.96
Item Description: FO Fusion splicing < 24				
Tendering Text: FO Fusion splicing < 24				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
19	96.000	each	$ 18.54	$ 1,779.84
Item Description: FO Fusion splicing < 144				
Tendering Text: FO Fusion splicing < 144				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
20	144.000	each	$ 12.36	$ 1,779.84
Item Description: FO Fusion splicing > 144				
Tendering Text: FO Fusion splicing > 144				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
21	12.000	each	$ 3.09	$ 37.08
Item Description: Install splice trays/coupler panels				
Tendering Text: Install splice trays/coupler panels				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
22	5.000	each	$ 103.00	$ 515.00
Item Description: Install FO splice closure only				
Tendering Text: Install FO splice closure only				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
23	6.000	each	$ 43.26	$ 259.56
Item Description: F/I coupler panel, 6 fiber, SM, ST (CCH-CP06P-19)				
Tendering Text: F/I coupler panel, 6 fiber, SM, ST (CCH-CP06P-19)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
24	2.000	each	$ 309.00	$ 618.00
Item Description: F/I FO splice tray housing rack max 144 fiber (CSH-03U)				
Tendering Text: F/I FO splice tray housing rack max 144 fiber (CSH-03U)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
25	6.000	each	$ 61.80	$ 370.80
Item Description: F/I FO splice tray, fusion heat shrink 12 fiber (M67-048)				
Tendering Text: F/I FO splice tray, fusion heat shrink 12 fiber (M67-048)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
26	6.000	each	$ 16.48	$ 98.88
Item Description: F/I FO jumper, SM, ST, LC 6'				
Tendering Text: F/I FO jumper, SM, ST, LC 6'				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
27	12.000	each	$ 10.30	$ 123.60
Item Description: F/I pigtail, SM, ST, 3'				
Tendering Text: F/I pigtail, SM, ST, 3'				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
28	6.000	each	$ 12.36	$ 74.16
Item Description: F/I jumper, SM, ST, 3'				
Tendering Text: F/I jumper, SM, ST, 3'				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
29	2.000	each	$ 51.50	$ 103.00
Item Description: Install term cabinet, wall or rack				
Tendering Text: Install term cabinet, wall or rack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
30	6.000	each	$ 51.50	$ 309.00
Item Description: LT FO cable prep up to 72				
Tendering Text: LT FO cable prep up to 72				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
31	12.000	each	$ 61.80	$ 741.60
Item Description: LT FO cable prep greater than 96				
Tendering Text: LT FO cable prep greater than 96				

Item	Quantity	Unit of Measure	Unit Price	Extended Price

32	2.000	each	$ 360.50	$ 721.00
Item Description: F/I splice enclosure 48 strand fiber (21				
Tendering Text: F/I splice enclosure 48 strand fiber (2178S)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
33	4.000	each	$ 463.50	$ 1,854.00
Item Description: F/I splice enclosure 96 strand fiber (2178L w/Exp)				
Tendering Text: F/I splice enclosure 96 strand fiber (2178L w/ Exp)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
34	6.000	each	$ 515.00	$ 3,090.00
Item Description: F/I splice enclosure 144 strand fiber (2178LL w/2181 Exp)				
Tendering Text: F/I splice enclosure 144 strand fiber (2178LL w/2181 Exp)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
35	4.000	each	$ 41.20	$ 164.80
Item Description: F/I fiber trays, fusion HS, slant (2523t w/2524I)				
Tendering Text: F/I fiber trays, fusion HS, slant (2523t w/ 2524I)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
36	2.000	each	$ 51.50	$ 103.00
Item Description: F/I aerial FOSC mounting brackets (2183)				
Tendering Text: F/I aerial FOSC mounting brackets (2183)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
37	144.000	each	$ 10.30	$ 1,483.20
Item Description: LSPM test (any wave)				
Tendering Text: LSPM test (any wave)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
38	72.000	each	$ 5.67	$ 408.24
Item Description: OTDR testing (any wave) up to 72				
Tendering Text: OTDR testing (any wave) up to 72				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
39	1440.000	each	$ 4.12	$5,932.80
Item Description: OTDR testing (any wave) > 144				
Tendering Text: OTDR testing (any wave) > 144				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
40	144.000	each	$ 10.30	$ 1,483.20
Item Description: OTDR reel test (any wave) up to 72				
Tendering Text: OTDR reel test (any wave) up to 72				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
41	864.000	each	$ 8.24	$ 7,119.36
Item Description: OTDR reel test (any wave) > 144				
Tendering Text: OTDR reel test (any wave) > 144				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
42	6000.000	Foot	$ 1.03	$ 6180.00
Item Description: Install SMF in new duct less than 12,000 Linear Feet Per Quote				
Tendering Text: Install SMF in new duct less than 12,000 Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
43	30000.000	Foot	$ 0.93	$ 27,900.00
Item Description: Install SMF in new duct greater than 12,000 Linear Feet Per Quote				
Tendering Text: Install SMF in new duct greater than 12,000 Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
44	10000.000	Foot	$ 1.55	$ 15,500.00
Item Description: Install SMF in existing duct less than 12,000 Linear Feet Per Quote				
Tendering Text: Install SMF in existing duct less than 12,000 Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
45	15000.000	Foot	$ 1.44	$ 21,600.00
Item Description: Install SMF in existing duct greater than 12,000 Linear Feet Per Quote				
Tendering Text: Install SMF in existing duct greater than 12,000 Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
46	10000.000	Foot	$ 1.65	$ 16,500.00
Item Description: Install SMF lashed to messenger less than 12,000 Linear Feet Per Quote				
Tendering Text: Install SMF lashed to messenger less than 12,000 Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
47	5000.000	Foot	$ 1.55	$ 7,750.00
Item Description: Install SMF lashed to messenger greater				
Tendering Text: Install SMF lashed to messenger greater than 12,000' Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
48	5000.000	Foot	$ 1.85	$ 9,250.00
Item Description: Install SMF over lashed to messenger with existing cables Linear Feet Per Quote				
Tendering Text: Install SMF over lashed to messenger with existing cables Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
49	10000.000	Foot	$ 1.65	$ 16,500.00
Item Description: Remove existing fiber from existing duct for salvage and reuse Linear Feet Per Quote				
Tendering Text: Remove existing fiber from existing duct for salvage and reuse Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
50	20000.000	Foot	$ 0.77	$ 15,400.00
Item Description: Remove existing fiber from existing duct for disposal Linear Feet Per Quote				
Tendering Text: Remove existing fiber from existing duct for disposal Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
51	2.000	each	$154.50	$309.00
Item Description: Install snow shoes per set				
Tendering Text: Install snow shoes per set				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
52	15000.000	Foot	$2.58	$38,700.00
Item Description: F/I ~~ Galva steel cable with hardware for messenger Linear Feet Per Quote				
Tendering Text: F/I ~~ Galva steel cable with hardware for messenger Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
53	5.000	each	$231.75	$1,158.75
Item Description: F/I back guy for wood pole including cable, anchor, hardware, and ground				
Tendering Text: F/I back guy for wood pole including cable, anchor, hardware, and ground				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
54	5.000	each	$257.50	$1,287.50
Item Description: F/I sidewalk guy for wood pole including cable, anchor, hardware, and ground				
Tendering Text: F/I sidewalk guy for wood pole including cable, anchor, hardware, and ground				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
55	3.000	each	$154.50	$463.50
Item Description: F/I Aerial guy including all hardware and cable				
Tendering Text: F/I Aerial guy including all hardware and cable				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
56	25.000	each	$ 360.50	$ 9,012.50
Item Description: F/I 30' wood pole				
Tendering Text: F/I 30' wood pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
57	5.000	each	$ 257.50	$ 1,287.50
Item Description: Install 30' , 35' or 40' wood pole				
Tendering Text: Install 30' , 35' or 40' wood pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
58	5.000	each	$ 206.00	$ 1,030.00
Item Description: Remove 30', 35' or 40' wood pole including fill				
Tendering Text: Remove 30', 35' or 40' wood pole including fill				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
59	10.000	each	$ 412.00	$ 4120.00
Item Description: F/I 35' wood pole				
Tendering Text: F/I 35' wood pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
60	5.000	each	$ 463.50	$ 2,317.50
Item Description: F/I 40' wood pole				
Tendering Text: F/I 40' wood pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
61	2.000	each	$ 7,416.00	$ 14,832.00
Item Description: F/I 60' concrete pole				
Tendering Text: F/I 60' concrete pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
62	12.000	each	$ 1,854.00	$ 22,248.00
Item Description: Install 60' concrete pole				
Tendering Text: Install 60' concrete pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
63	5.000	each	$ 1,545.00	$ 7,725.00
Item Description: Remove 60' concrete pole including fill				
Tendering Text: Remove 60' concrete pole including fill				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
64	1.000	each	$ 9,270.00	$ 9,270.00
Item Description: F/I 80' concrete pole				
Tendering Text: F/I 80' concrete pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
65	1.000	each	$ 2,060.00	$ 2,060.00
Item Description: Install 80' concrete pole				
Tendering Text: Install 80' concrete pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
66	1.000	each	$ 1,854.00	$ 1,854.00
Item Description: Remove 80' concrete pole				
Tendering Text: Remove 80' concrete pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
67	8.000	each	$ 412.00	$ 3,296.00
Item Description: Install 40' concrete pole				
Tendering Text: Install 40' concrete pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
68	5.000	each	$ 309.00	$ 1,545.00
Item Description: Remove 40' concrete pole including fill				
Tendering Text: Remove 40' concrete pole including fill				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
69	10.000	each	566.50	5,665.00
Item Description: Remove lowering device on existing erect pole				
Tendering Text: Remove lowering device on existing erected pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
70	10.000	each	592.25	5,922.50
Item Description: Install lowering device on existing erected pole				
Tendering Text: Install lowering device on existing erected pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
71	5.000	each	772.50	3,862.50
Item Description: remove and install lowering device on existing erected pole				
Tendering Text: remove and install lowering device on existing erected pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
72	2.000	each	4,944.00	9,888.00
Item Description: F/I CLS lowering device on non-erected pole				
Tendering Text: F/I CLS lowering device on non-erected pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
73	2.000	each	6,180.00	12,360.00
Item Description: F/I MOOG lowering device on non-erected pole				
Tendering Text: F/I MOOG lowering device on non-erected pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
74	12.000	each	206.00	2,472.00
Item Description: Install lowering device non erected pole				
Tendering Text: Install lowering device non erected pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
75	10.000	each	1,236.00	12,360.00
Item Description: F/I service box				
Tendering Text: F/I service box				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
76	50.000	each	515.00	25,750.00
Item Description: Install service box				
Tendering Text: Install service box				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
77	10.000	each	927.00	9,270.00
Item Description: F/I pull box				
Tendering Text: F/I pull box				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
78	20.000	each	412.00	8,240.00
Item Description: Install pull box				
Tendering Text: Install pull box				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
79	10.000	each	504.70	5,047.00
Item Description: F/I 100 AMP electrical service on wood or concrete pole overhead				
Tendering Text: F/I 100 AMP electrical service on wood or concrete pole overhead				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
80	5.000	each	319.30	1,596.50
Item Description: F/I 100 AMP electrical service on pedestal underground				
Tendering Text: F/I 100 AMP electrical service on pedestal underground				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
81	1.000	each	566.50	566.50
Item Description: F/I 200 AMP electrical service on concrete or wood pole overhead				
Tendering Text: F/I 200 AMP electrical service on concrete or wood pole overhead				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
82	1.000	each	412.00	412.00
Item Description: F/I 200 AMP electrical service on pedestal underground				
Tendering Text: F/I 200 AMP electrical service on pedestal underground				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
83	6000.000	Foot	0.52	3,120.00
Item Description: Install #10, 6, 4, or 2 THHN in duct (length of pull not length of cable) Linear Feet per Quote				
Tendering Text: Install #10, 6, 4, or 2 THHN in duct (length of pull not length of cable) Linear Feet per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
84	2500.000	Foot	0.93	2,325.00
Item Description: Install 1/0, 2/0, 3/0, or 4/0 THHN in duct (length of pull not length of cable) Linear Feet per Quote				
Tendering Text: Install 1/0, 2/0, 3/0, or 4/0 THHN in duct (length of pull not length of cable) Linear Feet per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
85	500.000	Foot	1.55	775.00
Item Description: Install 300 or 350 MCM in duct (length of pull not length of cable) Linear Feet per Quote				
Tendering Text: Install 300 or 350 MCM in duct (length of pull not length of cable) Linear Feet per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
86	100.000	each	30.90	3,090.00
Item Description: F/I additional ground rod 5/8~ X 8'				
Tendering Text: F/I additional ground rod 5/8~ X 8'				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
87	200.000	Foot	1.03	206.00
Item Description: Install additional #4 ground wire 7 strand bare Linear Feet per Quote				
Tendering Text: Install additional #4 ground wire 7 strand bare Linear Feet per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
88	100.000	each	20.60	2,060 00
Item Description: F/I additional exothermic weld for 5/8~ground rods and #4 or 6 wire				
Tendering Text: F/I additional exothermic weld for 5/8~ ground rods and #4 or 6 wire				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
89	20.000	each	133.90	2,678.00
Item Description: F/I lentil for disconnect				
Tendering Text: F/I lentil for disconnect				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
90	10.000	each	77.25	772.50
Item Description: Install lentil for disconnect				
Tendering Text: Install lentil for disconnect				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
91	10.000	each	154.50	1,545.00
Item Description: F/I 100AMP disconnect				
Tendering Text: F/I 100AMP disconnect				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
92	2.000	each	231.75	463.50
Item Description: F/I 200AMP disconnect				
Tendering Text: F/I 200AMP disconnect				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
93	2.000	each	824.00	1,648.00
Item Description: F/I poured in place cabinet base for 332 cabinet				
Tendering Text: F/I poured in place cabinet base for 332 cabinet				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
94	50.000	each	515.00	25,750.00
Item Description: Furnish pre Fab cabinet concrete base for 322 cabinet				
Tendering Text: Furnish pre Fab cabinet concrete base for 322 cabinet				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
95	50.000	each	309.00	15,450.00
Item Description: Install pre Fab cabinet base				
Tendering Text: Install pre Fab cabinet base				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
96	50.000	each	206.00	10,300.00
Item Description: Install 332 cabinet				
Tendering Text: Install 332 cabinet				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
97	5.000	each	231.75	1,158.75
Item Description: Install 336 cabinet on pole				
Tendering Text: Install 336 cabinet on pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
98	5.000	each	82.40	412.00
Item Description: Remove 332 cabinet				
Tendering Text: Remove 332 cabinet				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
99	2.000	each	77.25	154.50
Item Description: Remove 336 Cabinet				
Tendering Text: Remove 336 Cabinet				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
100	5.000	each	283.25	1,416.25
Item Description: Remove pre fab concrete cabinet base and fill dirt				
Tendering Text: Remove pre fab concrete cabinet base and fill dirt				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
101	1.000	each	1,030.00	1,030.00
Item Description: F/I stainless pull box for bridge with hubs and hardware				
Tendering Text: F/I stainless pull box for bridge with hubs and hardware				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
102	100.000	Foot	10.33	1,033.00
Item Description: F/I concrete sidewalk 4~ uniform per sq. ft. Square Foot per Quote				
Tendering Text: F/I concrete sidewalk 4~ uniform per sq. ft. Square Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
103	100.000	Foot	5.15	515.00
Item Description: Remove 4~ uniform sidewalk per sq. ft. Square Foot per Quote				
Tendering Text: F/I concrete sidewalk 4~ uniform per sq. ft. Square Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
104	100.000	Foot	7.21	721.00
Item Description: Saw cut concrete up to 6~ depth per ft. Linear Foot per Quote				
Tendering Text: Saw cut concrete up to 6~ depth per ft. Linear Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
105	100.000	Foot	6.70	670.00
Item Description: Saw cut ASPH up to 6~ depth per ft. Linear Foot per Quote				
Tendering Text: Saw cut ASPH up to 6~ depth per ft. Linear Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
106	50.000	each	154.50	7,725.00
Item Description: Disposal of concrete and concrete poles per ton				
Tendering Text: Disposal of concrete and concrete poles per ton				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
107	20.000	Hours	15.45	309.00
Item Description: Portable light plant / generator per hour				
Tendering Text: Portable light plant / generator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
108	150.000	Hours	18.54	2,781.00
Item Description: Portable Air Compressor per hour				
Tendering Text: Portable Air Compressor per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
109	200.000	Hours	92.70	18,540.00
Item Description: Bucket truck 30' with operator per hour				
Tendering Text: Bucket truck 30' with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
110	75.000	Hours	103.00	7,725.00
Item Description: Bucket truck 55' with operator per hour				
Tendering Text: Bucket truck 55' with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
111	25.000	Hours	185.40	4,635.00
Item Description: Bucket truck 100' with operator per hour				
Tendering Text: Bucket truck 100' with operator per hour				

	Quantity	Unit of Measure	Unit Price	Extended Price
112	50.000	Hours	85.49	4,274.50
Item Description: Backhoe with operator per hour				
Tendering Text: Backhoe with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
113	100.000	Hours	82.40	8,240.00
Item Description: Mini excavator with operator per hour				
Tendering Text: Mini excavator with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
114	200.000	Hours	92.70	18,540.00
Item Description: Trencher with operator per hour				
Tendering Text: Trencher with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
115	50.000	Hours	166.86	8,343.00
Item Description: Plow for installation of HDPE roll duct per hour				
Tendering Text: Plow for installation of HDPE roll duct per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
116	40.000	Hours	103.00	4,120.00
Item Description: Dump truck 26,000 with operator per hour				
Tendering Text: Dump truck 26,000 with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
117	80.000	Hours	77.25	6,180.00
Item Description: Dump truck 16,000 with operator per hour				
Tendering Text: Dump truck 16,000 with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
118	25.000	Hours	164.80	4,120.00
Item Description: 15 ton crane w/ man basket with operator per hour				
Tendering Text: 15 ton crane w/ man basket with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
119	25.000	Hours	195.70	4,892.50
Item Description: 60 ton crane with operator per hour				
Tendering Text: 60 ton crane with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
120	25.000	Hours	412.00	10,300.00
Item Description: 100 ton crane with operator per hour				
Tendering Text: 100 ton crane with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
121	200.000	Hours	103.00	20,600.00
Item Description: Line truck with 18~-36~ augers and operator per hour				
Tendering Text: Line truck with 18~-36~ augers and operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
122	200.000	Hours	10.30	2,060.00
Item Description: Pole trailer per hour				
Tendering Text: Pole trailer per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
123	150.000	Hours	8.24	1,236.00
Item Description: Utility trailer up to 24' per hour				
Tendering Text: Utility trailer up to 24' per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
124	100.000	Hours	20.60	2,060.00
Item Description: Reel trailer for use with fiber optic cable, roll duct, electrical cable per hour				
Tendering Text: Reel trailer for use with fiber optic cable, roll duct, electrical cable per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
125	40.000	Hours	180.25	7,210.00
Item Description: Trailer mounted rodder greater than 1000 feet per hour				
Tendering Text: Trailer mounted rodder greater than 1000 feet per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
126	20.000	Hours	154.50	3,090.00
Item Description: Pressure Digger 24" ~ 48" with operator per hour				
Tendering Text: Pressure Digger 24" ~ 48" with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
127	40.000	Hours	169.95	6,798.00
Item Description: Tractor and trailer 53 ~ 80' per HR unlimited miles with operator/tie down equipment per hour				
Tendering Text: Tractor and trailer 53 ~ 80' per HR unlimited miles with operator/tie down equipment per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
128	10.000	Hours	206.00	2,060.00
Item Description: Vac truck with operator per hour				
Tendering Text: Vac truck with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
129	40.000	Hours	51.50	2,060.00
Item Description: Ground penetrating radar per hour				
Tendering Text: Ground penetrating radar per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
130	3000.000	Hours	2.06	6,180.00
Item Description: OTDR per hour				
Tendering Text: OTDR per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
131	3000.000	Hours	2.57	7,710.00
Item Description: Fusion Fiber splicer per hour				
Tendering Text: Fusion Fiber splicer per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
132	2000.000	Hours	1.29	2,580.00
Item Description: Specialized tooling for PM services per hour				
Tendering Text: Specialized tooling for PM services per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
133	6000.000	Hours	1.39	8,340.00
Item Description: Specialized tooling for Maintenance services per hour				
Tendering Text: Specialized tooling for Maintenance services per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
134	4000.000	Hours	1.55	6,200 00
Item Description: Specialized fiber optic environmental control tooling per hour				
Tendering Text: Specialized fiber optic environmental control tooling per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
135	46000.000	Mile	0.58	26,800.00
Item Description: Mileage reimbursement (IRS) for non-hourly rated vehicles Mileage per quote				
Tendering Text: Mileage reimbursement (IRS) for non-hourly rated vehicles Mileage per quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
136	2500.000	Hours	190.55	476,375.00
Item Description: Furnish working crew (4 person, 2 specified pieces of equipment, foreman's truck and hand tools per hour				
Tendering Text: Furnish working crew (4 person, 2 specified pieces of equipment, foreman's truck and hand tools per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
137	5800.000	Hours	41.20	238,960.00
Item Description: Helper per hour				
Tendering Text: Helper per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
138	10000.000	Hours	55.62	556,200.00
Item Description: Tech I per hour				
Tendering Text: Tech I per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
139	23000.000	Hours	72.10	1,658,300.00
Item Description: Tech II per hour				
Tendering Text: Tech II per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
140	7700.000	Hours	87.55	674,135.00
Item Description: Tech III per hour				
Tendering Text: Tech III per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
141	6000.000	Hours	185.40	1,112,400.00
Item Description: Tech IV per hour				
Tendering Text: Tech IV per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
142	25.000	Foot	1.03	25.75
Item Description: Rotary mowing in R/W 30'wide Linear Foot per Quote				
Tendering Text: Rotary mowing in R/W 30'wide Linear Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
143	500.000	Foot	10.30	5,150.00
Item Description: Tree trimming 15' wide, chipped on R/W Linear Foot per Quote				
Tendering Text: Tree trimming 15' wide, chipped on R/W Linear Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
144	200.000	Foot	8.24	1,648.00
Item Description: Clearing and grubbing within R/W 10' wide Linear Foot per Quote				
Tendering Text: Clearing and grubbing within R/W 10' wide Linear Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
145	20.000	each	30.90	618.00
Item Description: F/I marker post				
Tendering Text: F/I marker post				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
146	100.000	each	16.48	1,648.00
Item Description: Install maker post				
Tendering Text: Install maker post				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
147	~~100.000~~ 1	~~each~~ LS	23,175.00	23,175.00
Item Description: Cost plus material %15 based on $150,000.00 per year Lump Sum per quote				
Tendering Text: Cost plus material %15 based on $150,000.00 per year Lump Sum per quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
148	50.000	Cubic Yard	128.75	6,437.50
Item Description: Unclassified Excavation CY				
Tendering Text: Unclassified Excavation CY				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
149	10.000	Cubic Yard	257.50	2,575.00
Item Description: Rock Excavation CY				
Tendering Text: Rock Excavation CY				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
150	2.000	each	17,370.95	34,741.90
Item Description: Project Maintenance Project Services p/day				
Tendering Text: Project Maintenance Project Services p/day				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
151	2.000	each	2,096.05	4,192.10
Item Description: Site Survey/Inspection Daily site survey				
Tendering Text: Site Survey/Inspection Daily site survey				

South Carolina Department of Transportation

Columbia, South Carolina

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

PRIME CONTRACTOR

PREQUALIFICATION CERTIFICATE

This Certifies that your company has complied with the rules and regualtions of the Department and the State of South Carolina, and subject to the rules and regulations for a prime contractor, is declared eligible to submit a bid and be awarded any construction contract issued by the Department, subject to obtaining proper bonds and insurance acceptable to the Department and complying with all other statutory and contract requirements.

ALL BIDS SUBMITTED TO THE DEPARTMENT MUST BE IN THE NAME AS SHOWN BELOW.

PRECISION CONTRACTING SERVICES, INC.

Vendor ID: 1PR029

Issued : April 30, 2020

Expires: April 30, 2021

Approved By: Chris Conley
Prequalification Coordinator

PRECCON-04 DLLOYD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/23/2019

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

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

PRODUCER Stahl Morse & Associates 1000 Wekiva Springs Road Longwood, FL 32779	CONTACT NAME: PHONE (A/C, No, Ext): (407) 869-4200 FAX (A/C, No): (407) 862-7656 E-MAIL ADDRESS: certs@stahlinsurance.com
INSURED Precision Contracting Services, Inc. 15834 Guild Court Jupiter, FL 33478	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Valley Forge Insurance Company — 20508 INSURER B : Transportation Casualty Ins Co INSURER C : Continental Insurance Company INSURER D : National Fire Insurance Company Of Hartford — 20478 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6079783701	12/31/2019	12/31/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			6079783715	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			6079783732	12/31/2019	12/31/2020	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		6079783729	12/31/2019	12/31/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contractors Equipment, Valley Forge., 6079783701, Eff 12/31/19 12/31/20, Limit: $300,000
Installation Floater, Valley Forge, 6079783701, Eff 12/31/19-12/31/20, Jobsite Limit: $3,500,000

CERTIFICATE HOLDER

Precision Contracting Services, Inc.
15834 Guild Court
Jupiter, FL 33478

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT BETWEEN THE CITY OF CHARLESTON AND SIERRAS CONSTRUCTION COMPANY, LLC FOR ON-CALL ITS MAINTENANCE AND INSTALLATION SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 20___ between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and Sierras Construction Company, LLC (hereinafter referred to as the "Contractor").

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

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish the On-Call ITS Maintenance and Installation Services in accordance with Solicitation #20-B025R. All attachments and exhibits, including Exhibits A, B, C, and D listed below, shall be incorporated herein:

Exhibit A: Solicitation #20-B025R (the "Invitation for Bid")
Exhibit B: Insurance Requirements
Exhibit C: Contractor's Bid Response & Pricing Sheet

1. The Contractor shall diligently and in a professional and timely manner perform the services as described and set forth in Exhibit A, Exhibit B and Exhibit D as approved by the City in fulfilling its obligations as set forth in this Agreement. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the services pertaining to this Agreement.

2. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit C, and is competent and able to provide professional and high quality services to the City in accordance with this Agreement.

3. The Contractor shall bill only for work according to Exhibit A, Exhibit B and Exhibit D as approved by the City and the proposed pricing for such work as shown in Exhibit D. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.

4. The Contractor agrees to send any and all reports of work done by the Contractor to the City on a regular basis and to the agreed upon City Representative.

5. This contract is on a rotation/availability bases and all work to be done per call is to be done per SCDOT specifications.

§2. CONTRACT TERM

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

§3. COMPENSATION AND PAYMENT TERMS

This is an "On-Call" Agreement, and as such, the City reserves the option to award portions of the project to multiple Contractors if such is to the advantage of the City. This Agreement authorizes payments to Contractors not to exceed $350,000.00 (Three Hundred Fifty Thousand Dollars and Zero Cents) to be made in accordance with the Invitation for Bid, Addenda and the Contractor(s)' Bid Response and Pricing Sheet, Exhibits A, B, and D. Given the "On-Call" nature of this Agreement, the City is not guaranteeing the amount of work to be performed, but that when the City requests work to be performed by the Contractor, services rendered by the Contractor will be paid as outlined in Exhibit C. Payment terms will be Net 30 days. Payment shall be made after materials have been delivered to the City by the Contractor and the materials have been inspected and accepted by the City. The Contractor must submit an original invoice for each payment request to Accounts Payable (PO Box 853, Charleston, SC 29402) located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices will not be accepted. Rates shall not increase during the Term or any agreement extensions. If the Vendor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Contract. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

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

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

C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and

attention to provide the above described work and materials in a professional and timely manner.

§5. SUBCONTRACTORS

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

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

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

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

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

§6. INDEMNIFICATION

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

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice,

Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

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

§8. GRATUITIES AND KICKBACKS

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

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

§9. TERMINATION

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

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

§10. ASSIGNMENT

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

§11. NOTICES

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

To:
City of Charleston
John J. Tecklenburg
Mayor
PO Box 304
Charleston, SC 29402

To:
Sierras Construction Company, LLC
Carlos F. Martinez
President
190 Bellerive Lane
Summerville, SC 29483

With copies to:

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

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

§12. CHANGE ORDERS

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

§13. ENTIRE AGREEMENT

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

§14. GOVERNING LAWS

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

§15. LICENSE AND PERMITS

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

§16. PUBLICITY RELEASES

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

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all sub-contractors in accordance with IRCA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§18. SEVERABILITY

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

§19. WAIVER OF CONTRACTUAL RIGHTS

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

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

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

harmless and indemnify same in the event of non-compliance as set forth in this Agreement.

§21. BACKGROUND CHECK

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

§22. SC STATE AND LOCAL TAX

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

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

Contractor shall calculate that portion of this Agreement that is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

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

§23. NONDISCRIMINATION

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

_____

Date: _____

_____

John J. Tecklenburg
Mayor
Date: _____

_____

Name

Date: _____

WITNESSES FOR VENDOR:

_____

Name

Date: _____

_____

Carlos F. Martinez
President
Date: _____

_____

Name

Date: _____

EXHIBIT A

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Bid Number: 20-B025R	**Bids will be received until:** July 21, 2020 @ 12:00pm
Bid Title: On-Call ITS Maintenance & Installation	
Mailing Date: June 18, 2020	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**	

IMPORTANT

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

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

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]

4. Questions regarding this solicitation must be submitted to **Robin B. Robinson or Chenette Singleton** in writing no later than **1:00pm on July 8, 2020**. Questions may

either be faxed to 843-720-3872 or emailed to **Robin B. Robinson or Chenette Singleton** at robinsonr@charleston-sc.gov or singletonc@charleston-sc.gov.

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straight forward, concise description of Bidder's ability to satisfy the requirements of the Solicitation.

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

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

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

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

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

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

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

16. GRATUITIES AND KICKBACKS

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

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

17. BIDDER REPRESENTATIONS

Each Bidder by submitting a Proposal represents that:

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

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

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

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

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

18. COMPETITIVE PROCUREMENT

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

19. ADDENDA/CHANGES

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

20. EVALUATION PROCESS

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

21. AWARD OF CONTRACT

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

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

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

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

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

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

22. CONTRACT ADMINISTRATION

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

23. NOTICE OF AWARD OF CONTRACT

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

24. NOTICE TO PROCEED

A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS

The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION

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

27. INDEPENDENT CONTRACTOR

Successful Bidder is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS

Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Bidder (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and

award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

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

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

30. BIDDER'S QUALIFICATIONS

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

31. ASSIGNMENT

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

32. SUBCONTACTORS

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

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

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

D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

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

34. TERMINATION

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

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

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

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

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

C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

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

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

38. DISPUTES

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

39. STATE AND LOCAL TAXES

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

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

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

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

40. INCORPORATION BY REFERENCE
The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES
The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

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

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

44. FUNDING
Bidders shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Bidder shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by

the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION

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

46. RECORDS RETENTION & RIGHT TO AUDIT

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

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

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

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

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

51. NON-DISCRIMINATION
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at http://charleston-sc.gov/index.aspx?nid=246. To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

52. DEFAULT
In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

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

54. EXCEPTIONS AND DEVIATIONS

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

55. PROMPT PAYMENT DISCOUNT TERMS

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

56. REJECTION

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

57. ARBITRATION

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

58. GUARANTEE AND WARRANTIES

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

59. PUBLICITY RELEASES

Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS

All questions and written responses, interpretations, corrections or changes to the IFB will be made by Addendum. Addenda will be mailed or otherwise delivered to all Bidders who have notified the City Procurement Division of receipt of the proposal.

61. WITHDRAWALS

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

62. AFFIRMATIVE ACTION

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

63. WAIVER

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

64. RESPONSE PERIOD

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

65. TERM

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

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

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

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

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

Required certificates should be mailed to:

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

NO BID RESPONSE FORM

Bid Number: 20-B025R	**Bids will be received until:** July 21, 2020 @ 12:00pm
Bid Title: On-Call ITS Maintenance & Installation	
Mailing Date: June 18, 2020	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____ I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**	

To submit a **"No Bid"** response for this project, this form must be completed for your company to remain on our Bidder's list for commodities/services referenced. If you do not respond, your name may be removed from the Bidder's list.

Please check statement(s) applicable to your **"No Bid"** response

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

Comments: _____

_____

_____

Bid Number: 20-B025R	**Bids will be received until:** July 21, 2020 @ 12:00pm
Bid Title: On-Call ITS Maintenance & Installation	
Mailing Date: June 18, 2020	**Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

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

Company Name As registered with the IRS	Authorized Signature
Correspondence Address	Printed Name
City, State, Zip	Title
Email Address	Telephone Number
Toll-Free Number (if available)	Fax Number
Remittance Address	Date
City, State, Zip	Federal Tax ID (FEIN)/SS Number
	SC Sales Tax Number

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

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_____

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

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

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

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

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

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

COMPLIANCE REQUIREMENTS:

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

   ☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

   AND

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

   OR

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

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

Name of Company: _____

_____ _____
Signature Date

_____ _____
Print Name Title

_____
Witness

AFFIDAVIT A
Page 1 of 2

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

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

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

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

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

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

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

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

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

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

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

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

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

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

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

Date:_____ Name of Authorized Officer (Print/Type): _____

Signature:_____

Title: _____

AFFIDAVIT A

Page 2 of 2

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

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

1. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
2. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification

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

Date:_____ Name of Authorized Officer (Print/Type):_____

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

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____ Title:_____

Print Name: _____ **Notary Seal:**

Phone Number: _____

Address: _____

AFFIDAVIT B

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

Affidavit of _____. I hereby certify that on the
(Name of Bidder)
_____, Total Project Amount $_____
(Project Name)
I will make a good faith effort to expend a minimum of _____% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			$
			$
			$
			$
			$
			$
			$

Total MBE Participation: _____ % $ _____

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

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

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

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__. Notary Public for the State of _____

My Commission Expires: _____ **Notary Seal:**

Print Name: _____

Phone Number: _____

Address: _____

AFFIDAVIT C

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

Affidavit of _____
(Name of Bidder)

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

_____ contract.
(Name of Project)

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

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

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

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.
Notary Public for the State of _____
My Commission Expires: _____
Print Name: _____
Phone Number: _____
Address: _____
_____

Notary Seal:

References

Bidders must supply a minimum of four references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

General Information

The City of Charleston is soliciting requests for proposals from qualified firms to provide services related to On-Call ITS Maintenance & Installation for the City of Charleston.

Procurement Process

This is an **Invitation for Bid**. The City will award to the lowest responsive, responsible bidder that meet the needs of this solicitation. The bids will be opened and an award is made to the lowest responsive and responsible bidder. Any contract the City chooses to negotiate with the awarded vendor shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent solicitation, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

Questions

Every effort has been made to insure that all information needed by the Bidder is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. ***The City Will Not Accept telephone calls or visits regarding this Solicitation.*** **All questions shall be in writing and addressed to: Robin B. Robinson or Chenette Singleton, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov or singletonc@charleston-sc.gov.** ***Written Questions may also be faxed to: 843-720-3872. All questions must be received before July 8, 2020 @ 1:00pm.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

Oral Statements

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

Contractor Solely Responsible for Performance

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

Disqualification of Bidders

Bidders may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Bidders
- The Bidder is involved in any litigation against the City
- The Bidder is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

Suspension and Debarment

The Bidder certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Bidder is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

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

Vendor's Duty to Inspect and Advise and Declare All Costs
Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare their submittal. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

Receipt of Bids
Bids must be submitted to and received by the City no later than the date and time specified within this solicitation. Bidders mailing proposals should allow a sufficient mail delivery period to insure timely receipt ***(July 221, 2020 @ 12:00pm)*** of their proposal by the City. Bids received after the scheduled due date and time will not be considered.

Number of Bids to be Submitted
Each Vendor must **submit one (1) Original and one (1) digital copy (Flash Drive).** Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the bid, the solicitation identification number specified in the solicitation and note **"Original"** on the original bid.

Required Forms And Signature Pages
Offerors shall include as an appendix, all ancillary forms required in this Invitation for Bid (IFB). Required forms include, but are not limited to the following:

- IFB Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

Bid Format
Bids are to be prepared in a manner designed to provide the City with a straightforward presentation of the Bidder's capability to satisfy the requirements of this solicitation. All copies shall be bound in a single volume(s) and all documentation submitted with the bid should be bound in the respective volume(s), where practical.

a) All bids should be clearly marked **"20-B025R On-Call ITS Maintenance & Installation"** and **submitted in a sealed envelope.**
b) Bids **must be submitted by mail or hand delivered** to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
c) Proposals **must be received** in the City's Procurement Office **no later than 12:00pm on July 21, 2020. Late proposals will not be accepted for any reason.**
d) **No more than one bid may be submitted by any Vendor**.
e) The bid must be signed by an official authorized to contractually bind the Vendor.

f) All forms from this solicitation requiring signature must be included in the bid.

References/Experiences

Vendor must provide a minimum of four (4) references. Include company name, mailing address, name of point of contact, telephone number and email address. The City reserves the right to contact and request information from any source so named.

Confidentiality

The contents of this Solicitation shall not be discussed with anyone outside of the Bidder's organization. Any issues regarding confidentiality should be directed to the Point of Contact. Any breach of this confidentiality requirement will result in immediate disqualification of your organization from further consideration pursuant to the award of any resulting contract.

Term of Contract

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

Basis for Award

The City will base its recommendation on the bid submitted and if it is responsive and responsible. The City reserves the right to inspect the Bidder's physical premises prior to award to satisfy questions regarding the Bidder's capabilities.

On-Call ITS Scope of Work

PROJECT DESCRIPTION

Scope – This is a "fixed price service" contract for the installation, repair, modification, maintenance, and/or replacement of Intelligent Transportation System Elements throughout the City of Charleston. The Contractor will perform all work covered by this contract.

Pricing Structure – The City of Charleston is modeling their price structure base on SCDOT's established maximum allowed cost for performing work described in the schedule of payment (see pages 101 - 109). Any Contractor can bid a price that is lower than the maximum allowed price. No prices that are in excess of the maximum allowed will be considered.

Contract Structure – There may be more than one Contractor on this contract. Any licensed, qualified General Contractor (2U) who agrees to the pricing structure as stated in Pricing Structure for the work described, or who submits a lower bid than the established price will be added to the contract. At any future date within the time frame of the contract, a licensed, qualified General Contractor (2U) who is not currently on the contract may be added upon request and agreement with the pricing structure. The City will select Contractors from the contract to perform work described. Lower pricing may effect Contractor selection.

Work Order System - Site. From time to time, the City's FTS Manager II or his designee will issue an ITS work order. It will give the location of the site and contain a list of the work required.

Right of Refusal – The Contractor may refuse a work order without prejudice within 24 hours of notification. Non-response or no show is considered to be a refusal of the work order. However, if the Contractor refuses Three (3) work orders with in a 12 month time period, that Contractor will be removed from the contract and the on-call list. That Contractor may apply for reinstatement to the contract by submitting in writing that request showing cause that they are able to accept work orders and perform work as directed. The Contractor may be reinstated at the discretion of the City.

Removal of Cause – The City reserves the right to remove a Contractor from the contract at any time due to faulty work, failure to complete work on time, three (3) denials of work orders, or any reason deemed to be in the interest of the City.

Payment - After completion of each work order and inspection/acceptance by the City, the Contractor shall submit an invoice for payment using the contract line items. Each work order shall be paid upon acceptance. Invoices shall be electronically sent to the appropriate staff located within the ITS Field Operations Office no later than the 16th of every month. Delinquency in invoice delivery may affect future work request. An original invoice shall be mailed to the City's Accounts Payable Office at PO Box 853, Charleston, SC 29402-0853.

Contractor's and SubContractor's Insurance – Insurance in the amount prescribed in the Insurance Requirements is required for any Contractor and/or Sub-Contractor on this contract.

GENERAL PROVISIONS

All work under this contract shall be performed under: The South Carolina Department of Transportation Standard Specifications for Highways Construction, latest edition; the Special and General Provisions; the South Carolina Manual on Uniform Traffic Control Devices for Streets and Highways, latest version and the Plans.

All procedures, activities and work under this contract shall be performed under the specifications listed in this contract.

All work in this contract will be paid according to the line item prices given for each item.

CODES, LICENSES & ABILITIES

All work shall be done in a workmanlike manner to meet the highest industry standards, all in accordance with the requirements of the latest editions of the National Electrical Code (NEC), National Electrical Safety Code (NESC), the Illuminating Engineering Society (IES), American National Standards Institute (ANSI), National Electrical Manufacturer's Association (NEMA) and the regulations and standards of the local power company.

The following supplements Section 102.1 (which can be found in SCDOT Standard Specifications For Highway Construction 2007). The contracting firm responsible for the performance of the work covered by these Special Provisions, **must be licensed as a General Contractor with a Classification of Public Electrical Utility (2U) by the SC Licensing Board For Contractors, and possess all other Sub- classifications and Licensing as required by the SC LLR.** Documentation of properly trained personnel for exothermic welding is required for all personnel performing exothermic welding. A copy of the documentation for exothermic welding shall be submitted to the City.

QUANTITY LIST

This is an open quantity service contract and the exact quantity of work is unknown. **The City reserves the right to increase or decrease quantities as needed.** The quantities listed in the bid are for the purpose of establishing unit prices, which will then be paid for work performed under this contract.

Attached are quantity lists for equipment to be furnished and installed by the Contractor and equipment to be supplied by the City and installed by the Contractor. This lists the major equipment and materials that have been previously purchased and will be furnished to the Contractor for this contract.

PROJECT SPECIFICATIONS

Attached to and made a part of these special provisions are the ITS project specifications for this contract.

SUPPLEMENTAL SPECIFICATIONS

Attached to and made a part of these special provisions are the detailed supplemental specifications for traffic control signals.

SPECIAL INSTRUCTIONS TO CONTRACTOR

The plans for each work order are schematic in nature showing what is generally expected. The Contractor must devise/refine the final details working within the supplemental specifications, the design details, the standards and with the City. Any deviation from the plans must be approved by the ITS FTS Manager II.

At the completion of each work order, all ITS Elements shall be complete and operational to the satisfaction of the City.

The Contractor shall furnish and install conduit, junction boxes and splice boxes along with all necessary miscellaneous hardware and materials as shown on the order.

The equipment to be furnished by the City is shown on the quantity list: A List of Equipment to be supplied by the City and Installed by the Contractor. In general, this equipment, previously purchased and stockpiled includes fiber optic cable, CCTV local cabinets, local controllers, power units, lowering devices, splice enclosures, wood poles, service cables, cameras, message signs, preformed concrete cabinet bases (optional), concrete poles, and all integration/programming equipment.

The Contractor shall furnish all other materials such as span wire, conduit, miscellaneous fittings, electrical service parts, pull line, clamps, ground rods, span wire hardware, staples, tape and all other materials necessary for the completion of this project.

Controllers and Cabinets – The City shall furnish and the Contractor shall install base/pole-mounted cabinets (332A cabinets, 336 cabinets).

The Contractor shall install each ITS Element to provide a complete modern installation. The Contractor shall install a new-metered and electrical service disconnect at the new cabinets. The Contractor shall furnish and install all new steel cable and all new electrical cable.

The Contractor shall furnish and install splice boxes, junction boxes, electrical cable, conduit and electrical services in the quantity for each work order.

Permits – All permits and licenses (City/County/State) are the responsibility of the Contractor. The Contractor shall arrange with utility companies for hookup connections and attachment agreements. The City will assist in abnormal circumstances.

INSPECTION

During construction, the inspection will be the responsibility of the City. There will be periodic inspections during each work order. A final inspection will take place at the completion of each work order.

Disputes – The Contractor is advised that in any dispute between the Contractor and the manufacturer concerning the operation/maintainability/reparability of any piece of equipment, the decision of the Director of Traffic Engineering shall be final.

Faulty Equipment – When equipment supplied by the City is designated faulty by the Traffic Signal Systems Operations Manager, if it is under warranty, the City shall return it to the manufacturer for replacement. The City shall furnish a replacement unit.

Salvage – Generally, salvaged equipment/materials shall be returned to the City. The City of Charleston Traffic and Transportation Facility located at 1906 Meeting Street, Charleston, SC 29405 shall be notified in advance of equipment to be salvaged.

MAINTENANCE OF TRAFFIC

The Contractor shall maintain traffic throughout the length of this project as required by the standard specifications. Additional traffic control shall be provided during ITS project construction or lane closures, as directed by the City and shall be paid for under the line item designated for Traffic

control per day time lane closure or Traffic control interstate per night time lane closure, or Day time shoulder closure per closure, or traffic control per day non interstate.

CONTRACT SCHEDULE

The Contractor shall furnish a weekly schedule, listing the locations and dates of each intended activity, for the following week. This will permit scheduling of inspection personnel. Deviation from this schedule may cause the City to delay inspection and payments.

CONTRACT TIME

The duration of this contract shall be one (1) year from the date of award with the option of four (4) one-year extensions.

Each work order shall be completed by the completion date stated on each work order. There shall be a City assessed performance penalty of $500.00 per day for contract activity extending beyond each work order deadline. There shall be a City assessed performance penalty of $500.00 per day for delay of start, to be assessed after the first hour of delay. The start date and time will be stated on each work order along with a completion date.

Emergency Work – When specifically stamped on the work order as "Emergency Work", such work orders shall engage Working crew with Equipment; paid per hour and a half (1-1/2) for the completion of the work order. There shall be no other line item engaged while a Contractor is working under working crew with Equipment. The City reserves the right to engage additional hourly rated line items as needed, primary traffic control and secondary traffic control if so needed. Engaging in additional hourly rated line items, primary traffic control and secondary traffic control is at the discretion of the City.

The City reserves the right to withdraw any work order or the entire contract due to insufficient funding, arrival of contract deadline or any unforeseen circumstances which may arise. The Procurement Director and Traffic Signal Systems Operations Manager reserves the final decision.

SPECIAL CONDITIONS

1. **SAFETY PRECAUTIONS:** The Contractor shall be responsible for the safety and health of all workers on the job and shall comply with all applicable provisions of the Occupational Safety & Health Act.

2. **GUARANTEES:** Upon completion of the work and before final payment is made, the Contractor shall furnish the Owner a guarantee stating that the Contractor shall keep his entire portion of the work in repair, without expense to the Owner, concerns defects of workmanship for a period on one (1) year from the date of final Certificates (unless specified for a longer time elsewhere), and he shall be responsible for, and make good any damages to his work caused by such defects; but this clause shall not be interpreted as holding him responsible for making good any deterioration of his part of the work due to its use or abuse by the City.

3. **CLEAN UP:** The Contractor shall keep the site clean and free from an accumulation of debris or building materials during the maintenance, repair, installation or construction. At the completion of the work, the entire facility and premises shall be left clean.

PROJECT SPECIFICATIONS

GENERAL

Notifications

Prior to beginning construction, the Contractor shall participate in a "Pre-Construction Conference" at a time and place to be scheduled by the City.

Any work performed without notification of the proper parties in the City, will be treated as unauthorized work (see Section 105.11 of the SCDOT Standard Specifications For Highway Construction 2007), and could result in nonpayment to the Contractor for that work.

Testing

This Project involves equipment previously purchased by the City, plus some additional materials (e.g., concrete and asphalt) furnished by the Contractor. All Materials shall be Inspected, Tested, and/or Checked for Certification, and shall be accepted by the City, before being incorporated into the work.

Power

Prior to beginning of any construction activity, the Contractor shall coordinate with the City, as necessary for the location of power services for each project.

SUBMITTING AS-BUILT PLANS

After the completion of each project, the Contractor shall furnish to the City, one (1) "red- lined" set of Plans showing the exact locations and sizes of all conduits, poles, pedestals, junction boxes, splice boxes, hand boxes, and the routing and destination of all wires leaving the control cabinets.

FINAL INSPECTION

Request - The Contractor shall request Final Inspection for each work order at least forty-eight (48) hours prior to the desired day of inspection. Confirmation to the City shall be provided twenty-four (24) hours prior to Final Inspection, that the project is on schedule and ready for inspection.

Testing - Upon completion of the Final Inspection and correction of any deficiencies, the work will be subject to a **ten (10) day performance test** for each work order. If during this period a problem arises due to workmanship, it shall be resolved within five (5) working days to the satisfaction of the City. There shall be a City assessed performance penalty of $500.00 per day for each day that the problems are not resolved extending beyond five (5) working days.

TRAFFIC CONTROL PLANS

Typicals - Reference is made to "Standard Specifications", Section 104.06, Maintenance of Traffic; and to the Special Provisions addendum "Traffic Control Plan". To further insure the safety of the motorist, the previous specifications should be supplemented with the South Carolina Work Zone Safety Guidelines (Dated January, 1993) and Advanced Work Zone Safety Guidelines (Dated October, 1993), both available from the City. It is the responsibility of the Contractor to prepare additional traffic control plans for situations not covered by the above. The Contractor shall submit the proposed replacement traffic control plans to the City for approval prior to implementation in the field.

Work Time - With the appropriate Traffic Control Plan and Traffic Control Devices in effect, the Contractor will be permitted to work between **SUNRISE and SUNSET**, subject to the following exception:

THERE SHALL BE **NO** LANE CLOSURES, NOR ANY WORK REDUCING TRAFFIC CAPACITY, PERMITTED ON THIS CONTRACT, BETWEEN THE HOURS OF 7 AM to 9 AM, and 4 PM to 6 PM ON ANY WEEK DAY unless the CITY grants permission. **FULL TRAFFIC CAPACITY MUST BE RESTORED AT THE END OF EACH WORK DAY. Some interstate lane closures may be required to be only at night time hours.**

Suspend Work - NO WORK WILL BE PERMITTED WITHIN A TRAFFIC LANE On SATURDAYS or SUNDAYS, nor on STATE OR NATIONAL HOLIDAYS, nor on WORK DAYS PRECEDING SUCH HOLIDAYS, nor on THE FRIDAYS PROCEEDING HOLIDAY WEEKENDS, without the written permission of the City.

Lane Closures - The Contractor shall request LANE CLOSURES two (2) weeks in advance. Where required, the Contractor shall arrange for Police Traffic Direction twenty-four (24) hours in advance.

The Contractor shall furnish a FLASHING ARROW PANEL FOR EACH LANE CLOSURE on multi-lane roadways, unless shown otherwise in the Work Zone Safety Guidelines, Advanced Wok Zone Safety Guidelines or the traffic control plans. Only ONE Flashing Arrow Panel shall be required. It will usually be located within the closed lane, according to the Traffic Control Plan Typical illustrations. Flashing Arrow Panels shall NOT be MEASURED, and are considered incidental to maintaining traffic.

Vehicles - EVERY VEHICLE used by the Contractor shall have ROTATING YELLOW WARNING LIGHTS (OR STROBE-LIGHTS) in addition to 4-way flashers, for use when operating in-or-near traffic.

Cones - All traffic CONES, used as channelization devices, shall be THIRTY-SIX (36") INCHES TALL. Cones shall have a reflective collar when used at night.

Flaggers - The Contractor shall furnish sufficient trained Flaggers to implement the TCP's. Some TCP's may require four (4) or more Flaggers. Only the STOP/SLOW PADDLE shall be used. Red flags are not to be used.

MOBILIZATION

Reference is made to the Supplemental Specifications for a description of mobilization and construction requirements.

TRAFFIC CONTROL PLAN

PURPOSE

The purpose of these Specifications is to provide a plan for maintenance and control of traffic during work under this contract.

These Specifications set forth procedures that will permit traffic to pass through or around the project area safely and with a minimum of inconvenience.

GENERAL

These Specifications are an addition to the Standard Specifications setting forth certain specific procedures and do not relieve the Contractor of any responsibilities placed upon him by the Standard Specifications.

All control devices shall conform to the South Carolina Manual on Uniform Traffic Control Devices, latest edition (hereinafter referred to as - SCMUTCD) unless the City gives authorization to do otherwise.

This work shall consist of the furnishing, installation, maintenance, relocation and removal of signs, traffic cones, barrels, barricades, warning lights, flaggers, removal of conflicting pavement marking lines, and other traffic control devices which are used for the purpose of regulating, warning or directing traffic during construction of the project. It shall also include temporary concrete barrier and crash cushions and other devices if specified in the Plans.

Pavement markings shall also be the responsibility of the Contractor. All items shall remain the property of the Contractor unless otherwise specified in the Plans or elsewhere in the Specifications.

Specific reference is made to Subsection 107.11 of the Standard Specifications - Barricades, Warning and Detour Signs, which is expanded or modified as follows:

Lights or barricades, or both, as shown in the SCMUTCD, shall adequately mark any construction being performed adjacent to the traveled lanes.

The Contractor performing the work shall be responsible for the erection and maintenance of all traffic control devices during construction as required in the SCMUTCD.

All reflecting materials used on traffic control devices shall conform to the South Carolina Department of Transportation Specifications for Reflective Sheeting. All signs, barrels, barricades and other traffic control devices used on this project are to be covered with Type III Reflective Sheeting, unless otherwise specified in the plans or Special Provisions. The background material for the signs is to be constructed of either aluminum or steel. Aluminum is to meet the requirements of SCDOT Specifications for Flat Sheet Aluminum Sign Blanks, latest edition. The steel blank shall be made of 14 Gauge materials.

No splices will be permitted in reflective sheeting, except for signs that cannot be covered with a single piece of the widest material available from the sheeting manufacturer. Only one splice is permitted per sign and it shall be on a centerline of the sign. Splices shall overlap not less than $^{3}/_{16}$" except butt splices may be used on signs processed with transparent colors, with a gap not greater than $^{1}/_{32}$" allowed. In horizontal overlapped splices, the top portion shall overlap the bottom portion, as viewed when the sign is in an upright position. No screening paints are permitted between the sheeting of overlapped splices. When splicing is done, the reflective sheeting must be carefully matched for color to provide uniform appearance both day and night.

All signs and barricades shall be mounted on supports constructed to yield upon impact to minimize hazards to motorists, as indicated in Section 5-2.04 of SCMUTCD.

Barrels or drums used for traffic control shall be constructed of a plastic material. Metal barrels or drums will not be allowed.

When not in use, all barricades, signs, or other traffic control devices shall be either masked or removed and faced so as not to confuse the traveling public.

The Contractor shall maintain all signs and other traffic control and channeling devices 24 hours a day. Contractor's personnel shall be available to maintain all traffic control devices as needed. All signs and other traffic control and channeling devices shall be kept clean, aligned and in good repair at all times during their use.

The Contractor shall be responsible for and shall furnish flaggers, appropriately equipped and instructed, when required to regulate the flow of vehicular traffic around and through the project during the prosecution of the work. Flaggers are to use a STOP/SLOW paddle. The use of the flags will NOT be permitted.

The City reserves the right to restrict construction operations and/or lane closures when the continuance of the work and/or lane closures would seriously hinder normal traffic flow during holidays, extended holiday periods, weekends, special events or at other times when traffic is unusually heavy. Also, in cities and urban areas, streets with high volume commuter traffic are not to be blocked or lanes closed during the morning and afternoon peak traffic periods.

On roadways open to public travel, the Contractor's trucks and other vehicles will be required to travel in the direction of the normal roadway traffic. Then the equipment is not in use, on roadways open to public travel, the Contractor's equipment or vehicles shall be parked well away from the travel lanes so as to lessen the possibility of the equipment being hit by a vehicle. If protection devices are in place such as guardrail or concrete barriers, the equipment can be parked closer to the travel lanes.

When working adjacent to or over travel lanes, the Contractor shall insure that dust and other debris form his operation does not endanger normal traffic operations.

The Contractor shall schedule and arrange his work, equipment and materials to insure the least inconvenience and the utmost in safety to the traveling public and to the Contractor's and the City's forces.

Where a specific condition is not covered in these Specifications or the Plans, prior to beginning such work causing the condition, a plan of traffic control shall be agreed upon between the Contractor and the CITY.

All construction signs, whether portable or with supports embedded in earth, is to be leveled and have a mounting height as specified in the SCMUTCD. Mounting height is defined as the distance from bottom edge of the lowest sign to edge of traveled way.

When any lane on a multi-lane road is closed for any duration, the Contractor shall provide a large flashing arrow-board sign. The flashing arrow shall be used at the beginning of the taper for a lane closure. One may also be required in front of the construction as specified in the SCMUTCD.

RESPONSIBLE PERSON

The City's ADVANCED SYSTEM COORDINATOR will have primary responsibility for assuring that provisions of this Traffic Control Plan are effectively administered.

MEASUREMENT AND PAYMENT

Measurement for payment of Traffic Control shall be for all items enumerated in these Specifications and shall be included in the bid item, Traffic Control, except traffic control items. Payment for Traffic Control will be made in accordance with PRIMARY TRAFFIC CONTROL:

EA	Traffic control per day time lane closure
EA	Traffic control per night time lane closure
EA	Shoulder closure per closure with crash truck
EA	Shoulder closure per closure without crash truck

The above schedule will be followed as long as the adequacies of the traffic control measures are satisfactory as judged by the City. The City may assess appropriate reductions in payments when the Contractor does not utilize and/or maintain traffic control devices in accordance with the provisions contained herein.

In the event the City finds that traffic control is not being provided as outlined in the Special Provisions, then the Contractor will be notified. If the condition is not promptly corrected, then all work shall be suspended until such conditions are corrected. During such suspension, the charging of work time shall be continued. The City shall have the authority to withhold partial payment for any work on this contract if traffic control is not being provided in accordance with the Special Provisions.

The price and payment for Traffic Control shall be full compensation for furnishing all materials, all preparation and installation, maintaining, furnishing all labor and equipment, tools and incidentals necessary to complete the work.

MOBILIZATION

DESCRIPTION

This item shall consist of performing preparatory operations, including moving personnel and equipment to the project site; paying bonds and insurance premiums, establishing Contractor's offices, buildings and other facilities necessary for work on the project and for all other work and operations which must be performed or costs incurred prior to beginning work on the project.

CONSTRUCTION REQUIREMENTS

All work performed in providing the facilities and services shall be done in a safe and workmanlike manner.

METHOD OF MEASUREMENT AND PAYMENT

Mobilization will be paid for at the established contract price, per work order. This price shall include demobilization.

Full payment for mobilization will be made in accordance with the provisions set out as described above. The price shall be full compensation for organizing and moving all forces, supplies, equipment and incidentals to the project site, regardless of the number of times such moves are made and also for all preconstruction costs incurred after award of the contract.

FURNISH AND INSTALL CONDUIT

DESCRIPTION

This work shall consist of furnishing and installing electrical conduit and fittings of the types and sizes specified herein, at locations shown on the Plans, or as established by the Engineer in accordance with these Specifications. All materials will be subject to inspection for condition by the Engineer, just prior to incorporation into the work.

MATERIALS

Materials shall meet the requirements listed below:

Steel Conduit

Steel electrical conduit shall be rigid, heavy-wall, galvanized steel, meeting the requirements of Federal Specification WW-C-581, and American Standards Association Specifications USAS C-80.1-1966.

PVC Conduit

Plastic conduit shall be sunlight resistant Polyvinyl chloride (PVC), SCHEDULE 80, meeting the requirements of National Electrical Manufacturing Association (NEMA) Specification TC-2 and Underwriter Laboratory (UL) Standards UL-514; and/or ASTM D-1784. Fittings shall meet NEMA TC-3 and UL-514. No half or quarter size conduit shall be used. Conduit sizes shall be as follows 1 inch, 2 inch, 3 inch and so on.

HDPE Rolled Conduit

Underground fiber shall be installed in rolled conduit, plowed or directional bored (trench less). **Each run shall have one (1) conduit installed**. This conduit shall be a minimum of schedule 80 or SDR 11 HDPE (HDPE shall be orange in color for fiber optic cable installations). It shall be buried at a minimum of 36".

Flexible Weather-Tight Steel Conduit

Weather-tight/liquid-tight flexible steel electrical conduit shall be single strip, helically wound, interlocking galvanized steel. It shall be made liquid-tight by an extruded polyvinyl chloride jacket; and shall meet the requirements of UL-360.

Fittings

All conduit bodies, 90 degrees bends, weather heads, elbows, nipples, couplings, and other hardware shall be made of the same material and quality as the conduit run and shall be incidental to conduit installation. HDPE coupling shall be hydraulically pressed on type. HDPE couplings shall be Carlon Barbed couplings BS2.375 or approved equal. Catalog cuts are required for HDPE couplings for approval.

Ground Bushings
Grounding bushings shall be threaded, made of malleable iron, galvanized steel, or brass; and shall have an insulating plastic insert, and lay-in lugs to hold No. 6 AWG copper wire.

Pulling Line
The pulling line shall be Mule tape WP1250P or Detectable Mule tape DT1250P/4P, having a minimum strength of 1250lbs, which SHALL BE PULLED INTO ALL UNDERGROUND CONDUIT RUNS and BRIDGE ATTACHMENT DUCTS, AND SHALL REMAIN THEREIN FOR FUTURE USE.

Warning Tape
Underground warning tape shall be heavy duty B-720 polyethylene, 0.89 mm (3.5 mils) thick, by 76 mm (3 inches) wide, with APWA color Orange for fiber and RED for electric lines. The tape shall be PLACED ABOVE ALL TRENCHED/PLOWED CONDUIT RUNS, just before the final back-fill.

Concrete
Concrete used for patching pavement shall be SCDOT STANDARD SPECIFICATION CLASS X according to Sections 701, 702, 703, and 704.

Bituminous Asphalt
Bituminous Asphalt for patching pavement shall be SCDOT STANDARD SPECIFICATIONS, Section 403.

Marking Wire
All underground conduits containing fiber optic cable shall have a four (4) conductor Detectable mule tape type DT1250/4P pulled in for future locate services. The Detectable mule tape shall be spliced through all junction points and grounded to a RUS 13 5/8"X8' ground rod in service boxes and connected to the ground buss in cabinets.

CONSTRUCTION METHODS

General
Conduit shall be installed as either a riser, or be trenched, plowed or directional bored (trench less).

Plans
All conduit shall be installed as trenched, plowed or riser unless specifically shown on the plans as or site determined by SCDOT as directional bored.

Depth
Unless shown otherwise, conduits shall be placed a minimum depth of thirty-six (36) inches below surface grade, when approved by the Engineer a min. of 24" cover when rock is encountered, rock being defined in section 203.2.1.7 of the Standard Specifications of highway Construction; Latest Edition, and shall slope at a minimum rate of 150 mm (six inches), per 30 meters (100 ft.) of length, to a service box hole or drain. All conduit runs shall be cleaned and swabbed before cables are installed. In poles, cabinets, and buildings, duct-seal shall be used to effectively seal the opening.

Direction
Changes in direction of conduit shall be accomplished by the use of standard bends, elbows, or by bending the steel conduit. Steel conduit, if bent, shall have a uniform radius that will fit the location, with a minimum radius of six (6) times the internal diameter of the pipe. Sharp kinks in the conduit or the substitution of unlike materials will not be permitted.

Fittings
Standard manufactured conduit bodies, condulets, weather heads, elbows, nipples, tees, reducers, bends, couplings, expansion couplings, unions, etc., of the same materials and treatment as the straight conduit, shall be used as required throughout the conduit line except that weather heads shall be malleable iron clamp on type Arlington Industries, Inc. catalog number 145 MFG number 00145 or approved equal. All fittings shall be tightly connected to the conduit. Solvent-weld cement shall be used for fitting connections with PVC conduit. Where steel conduit mates PVC, an adapter coupling shall be used and sealed waterproof.

Where HDPE mates PVC an approved adapter coupling shall be used. Where HDPE meets PVC a service box shall be installed.

Cutting
Nipples shall be used to eliminate cutting and threading where short lengths of conduit are required. Where it is necessary to cut and thread steel conduit, no exposed threads will be permitted. All conduit fittings shall be free from burrs and rough places; and all cut conduits shall be reamed before fittings and cables are installed. All conduit runs ending in a junction box, hand box, or other approved junction point, shall be provided with a bushing to protect the cable from abrasion. Conduit being placed for future use shall be capped.

Location
Where conduit passes under a curb, an 'X' shall be cut in the curb, over the conduit. Where there is no curb, a stake shall be driven in the ground at the end of the conduit to mark its location.

Risers
Conduit risers shall be attached to wood poles. Stainless Steel conduit clamps/straps and hot dipped galvanized or stainless steel screws shall be used on wood poles. Attachment shall be in accordance with the Design Details, the Standards, or the Plans. Each riser shall be furnished with an approved weather head, which shall not be measured.

Trenching (Non-Paved Surface)
Trenches shall be excavated to such depth as necessary to provide (24" minimum in rock, rock being defined in section 203.2.1.7 of the Standard Specifications of highway Construction; Latest Edition, when approved by the Engineer) 36 inches minimum cover over the conduit. Cinders, broken concrete, or other hard abrasive materials will not be permitted in the back-filling. The trench shall be free of such materials before the conduit is placed. Contractor shall supply approved back fill material as needed in such cases. No conduit shall be placed prior to inspection by the Engineer. Back-fill shall be compacted, and the surface restored.

Trenching (In Paved Surface)
Trenches across driveways or streets shall be cleanly saw cut about 150 mm (six inches) wide. The conduit shall be placed and the back-fill shall be compacted, and the patch shall be of like material and thickness as was removed. NO additional payment shall be made for the bituminous or concrete patching material, unless a pay item has been established for such.

Bored and Jack (Pushing)
Where shown on the Plans as bored or jacked, certain steel conduit to be placed under existing roadways, driveways, sidewalks, or other paved surfaces, shall be bored and jacked. Such conduit shall be placed by jacking, boring, pushing, or other means approved by the ENGINEER, without cutting or removing pavement.

Bored and Jack (Pulled)
When the ITS design anticipates that high-accuracy directional boring techniques will be used, and one (1)- two (2'') inch schedule 80 or SDR 11 HDPE conduits pulled back through the bore, then a pay item will be established for: SCHEDULE 80 PVC CONDUIT (trench less). The directional boring method shall be approved by the ENGINEER, and shall in no way crumple or damage the conduit.

Placed Before Pouring
Where shown on the Plans, PVC conduit, with flexible weather tight conduit, shall be placed in roadways or structures, prior to pouring the concrete. Typical usage would be a bridge deck. The conduit shall be firmly attached to the bottom reinforcement bar mat, or to the bottom wire-mat, using plastic tie-wraps every 0.60 meter (two feet). At expansion joints, 1.2 meter (four ft.) lengths (typical) of flexible weather-tight steel conduit shall be used to accommodate movement. These shall be installed to NEC standards for concrete structural installations and usage, including any recommended lubricants and sleeves. All conduit ends etc. shall be plugged to prevent concrete penetration. When used on a bridge, there will usually be service-box (es) near the centerline, and the conduit will terminate in service-boxes at each end.

Restoration
The Contractor shall restore all cuts, trenches, and openings to the original condition. Grass surfaces shall be replaced with pre-grown, cut turf (sod), in existing lawns. Other dirt areas shall be raked, seeded, and fertilized. While care should have been used to avoid them, any damaged trees and shrubs shall be replaced (if directed by the Engineer).

Rock Boring
When ITS design anticipates rock being encountered or the Engineer deems it necessary rock boring techniques will be used. The Rock Boring method shall be approved by the Engineer, and shall in no way crumple or damage the conduit.

Bridge attachment
When attaching to a bridge, rigid galvanized steel conduit shall be used (IMC is not approved). Conduit supports and hardware shall be Stainless steel and installed using an approved epoxy anchor. Conduit supports shall be installed a maximum of 5 feet apart (Unistrut shall be bent at the bottom as directed by the City). Conduit shall have approved expansion couplings at every expansion joint in bridge and expansion couplings shall have grounding bands installed. Approved in line stainless steel pull boxes shall be installed on bridge attachments for pull points that are over 500 feet. Galvanized steel conduit unions can be submitted to the City for use on Bridge Attachments. There shall be a service box set at

both ends of bridge to make transition from PVC or HDPE conduit to ridged galvanized steel conduit for bridge crossing.

METHOD OF MEASUREMENT

Electrical/Communication conduit including trenched, risers, directional bored, bridge mount or any other installation method shall be paid for a conduit plowed, directional boring and rock boring prices.

Conduit bends, conduit bodies, (condulets), expansion couplings, galvanized unions, HDPE couplings, **90 degree** bends, elbows, miscellaneous fittings, couplings, weather heads, adapters, bushings, locknuts, stainless steel bridge attachment pull boxes, and other items shall be incidental to conduit installation and the fiber optic cable installation and shall NOT be measured.

Unless otherwise specified, trenching, back filling, and patching will NOT be measured for payment.

Pay items that have a greater than or less than pricing shall be paid at the price listed on the work order in accordance to the total length listed on the work order. Example (if the work order calls for 5500 feet the item will receive the greater than price for the entire length of the installation.)

BASIS OF PAYMENT

LF	F/I 2" HDPE roll pipe SCH 80/SDR11 to include 1-2" pipe less than 5000 trenched/plowed
LF	F/I 2" HDPE roll pipe SCH 80/SDR11 to include 1-2" pipe greater than 5000 trenched/plowed
LF	F/I 2" HDPE Additional roll pipe SCH 80/SDR11 1-2" addition for trench/plowed/bore
LF	F/I 2" HDPE roll pipe SCH 80/SDR11 to include 1-2" pipe Rock Trench
LF	F/I 2" HDPE directional rock bore SCH 80/SDR11 to include 1-2" pipes
LF	F/I 2" HDPE directional bore SCH 80/SDR11 to include 1-2" pipe greater than 1000'
LF	F/I 2" HDPE directional bore SCH 80/SDR11 to include 1-2" pipe less than 1000'
LF	F/I 2" Gal Ridgid conduit 1-2" pipe trenched/riser
LF	F/I 2" Gal Ridgid conduit to include 1-2" conduit with stainless bridge attachment and hardware
LF	F/I 2" SCH 80 PVC trenched/ riser
LF	F/I 1" SCH 80 PVC trenched/ riser
LF	F/I Detectable mule tape in existing conduit
LF	F/I Detectable mule tape in new conduit with fiber
LF	Install Detectable mule tape in existing conduit
EA	F/I stainless pull box for bridge with hubs and hardware
SF	F/I concrete sidewalk 4" uniform per sq. ft.
SF	Remove 4" uniform sidewalk per sq. ft.
LF	Saw cut concrete up to 6" depth per ft.
LF	Saw cut ASPH up to 6" depth per ft.

Conduit installation including furnishing and placing all materials, fittings, labor and incidentals to complete the work as specified and using any method of installation shall be paid on per foot basis, as measured in the field. This price will also include risers.

FURNISH AND INSTALL ELECTRIC SERVICE

DESCRIPTION

This work consists of furnishing and installing complete electrical services to provide electric power to the ITS components, at locations shown determined by the Contractor and SCDOT, and in accordance with power company procedures. This includes conduit and wire from meter can to power company attachment, meter/disconnect assembly, hardware, straps, ground rod, ground rod clamp, #6 ground wire, staples, lugs and all necessary incidentals.

GENERAL

Standards

All work is to be in accordance with the Standards, or the REQUIREMENTS OF THE LOCAL POWER COMPANY. All work shall be in accordance with the National Electric Code (NEC), and applicable local codes.

Meeting

The Traffic Signal Systems Operations Manager, the Contractor, and the power company representative shall discuss the project at the "Pre-Construction Meeting", and arrange the schedule for power connection. Additional meetings will be held as necessary to satisfy all concerns about electrical service.

Schedule

The Contractor shall make all necessary arrangements with the power company to insure having the needed power available at each location. Difficulties in securing the service of the power company are to be immediately reported to the Traffic Signal Systems Operations Manager.

Location

The Contractor shall determine the exact location of the electric service. When a wood pole is to be used for power company attachment and meter base, the pole shall be set within 15 feet of the cabinet or device it's feeding. The Traffic Signal Systems Operations Manager shall approve final location of service pole prior to installation.

Meter

The electric service will usually be METERED. The Contractor shall provide hardware accordingly.

MATERIALS

The power connection shall be 100 amp SINGLE-PHASE, 120/240 VOLT, 3-WIRE, 60 Hertz alternating current supply for CCTV/Hub cabinets and DMS signs. The power connection shall be 200 amp Single Phase, 120/240, 60 Hertz alternating current supply for Hub Buildings.

Meter

The Contractor shall furnish a Mid-West R102EN METER BASE/POWER PANEL (CAN), for the CCTV cabinet or Field HUB cabinet, a Cutler hammer MB816B200BTS Meter base/power panel for Hub building, which the Contractor shall install. Contractor shall install a City furnished EDCO EMC-240B surge arrestor on the power panel at all metering locations and shall be wired according to manufactures spec.

Disconnect Switch

The disconnect switch shall be NEMA STANDARD TYPE 3R, weatherproof. It shall be CIRCUIT BREAKER TYPE, 100 AMP rated and have a tab for pad-locking the cover closed. It shall be of 3-WIRE DESIGN (2-circuit), with solid neutral. Disconnect switch shall be a Siemens Model WO408ML1125 or approved equal. The Contractor shall twist a No. 6 AWG wire through the padlock tab, to prevent unauthorized entry (until City Traffic and Transportation installs padlock). Pedestals (or lintels) for services or disconnect switch shall be an 8"X8"X96" Allied Concrete Products Lintels or approved equal. If the Power company metering location is greater than 100 feet from the cabinet or is placed on the opposite side of the road, a disconnect switch shall be installed on a concrete pedestal not greater than 15 feet from the cabinet. The disconnect switch shall have a 100 AMP rating and shall be a circuit breaker type. In cases where one meter location is going to feed two ITS devices, the breakers shall be sized to accommodate both devices.

Rating

To provide a maximum of future flexibility, and a minimum of voltage-drop to meter/power panel, the components of the electrical service shall have the ratings stated. (Shall be wired to supply a min. of 100 amp 120/240 volt service).

DISCONNECT BREAKER

Panel rating: (for uniformity)	**100 AMP (200 AMP for Hub Building)**
Circuit breaker (single pole)	30 AMP Camera/RVD
Circuit breaker (double pole)	50 AMP DMS

(If needed an additional circuit breaker may need to be installed for AC or future use)

CABLE

3-Wire THHN/THWN	MIN SIZE No. 2/0 AWG copper (Hub Building)
3-Wire THHN/THWN	MIN. SIZE No. 4 AWG copper (from meter to power company attachment)
3-Wire (W, BL, RD), THHN/ THWN	MIN. SIZE No. 6 AWG copper (from power panel to CCTV/Hub cabinet)

(Wire size to be determined by the length of run and voltage drop according to NEC to supply 100 AMP to all meter/power panels (except Hub Building)), breaker sizes shall be 50 AMP to DMS signs, 30 AMP to CCTV cabinet, 50 AMP to Hub cabinet and 200 AMP to Hub building).

CONDUIT

PVC Schedule 80 MIN. SIZE 25 mm (1 in.)

(Conduit size shall be determined by the conductor size; **NO** half or quarter size conduit).

Ground Rod

One or more ground rods shall be installed at the service pole; and where applicable, at the controller itself. The ground rod shall be min. 16 mm by 2.4 meters (5/8 in. by 8 ft.) (Minimum), copper-clad RUS 13, with brass or bronze ground rod clamp. Additional ground rods may be needed to achieve proper resistance to ground. **The controller ground rod shall be exothermically welded (by personnel properly trained to make exothermic welds). Grounding system shall be no greater than 15 ohms. Grounding systems shall be tested using the fall of potential method and shall be overseen by the Traffic Signal Systems Operations Manager.**

Ground Wire

The grounding wire for the service shall be No. 6 AWG, bare, 7 stranded wire. (Note that this is in addition to the solid grounding wire running down each wooden pole and shall be stapled at a min of every 16 inches with a coil of solid copper wire at the bottom and top of pole.) For grids the ground wire shall be #4 AWG 7 stranded or larger around concrete poles and # 2 or larger around Hub Buildings. The grounding for the service shall be connected to the cabinet ground rod with AWG 6 and the pole ground grid shall be connected to the cabinet ground rod in the electric service pull box, (located at the cabinet) to make up a complete grounding system.

Conduit

Conduit and fittings used for the electric service shall be PVC Schedule 80, MIN. Size 25 mm (1 in.) diameter. Contractor shall use 1 inch, 2 inch, 3 inch and so on conduit sizes. No half or quarter size conduit shall be used. It shall extend from the point of power company attachment, through the meter and disconnect assembly, to the controller cabinet (See FURNISH AND INSTALL CONDUIT Specifications).

Weather head

A weather head mating to the above conduit shall be used with overhead service connections. Weather head shall be malleable iron clamp on type Arlington Industries, Inc. catalog number 145 MFG number 00145 or approved equal. Also used shall be a strain Clevis, to create a 200 mm (1 ft.) minimum drip loop.

Cable

The electrical cable installed from the point of power company attachment to the Communication Local Cabinet or the Communication Hub Cabinet, shall be: Type THHN/THWN, sized per length of run and voltage drop and above table, 3-WIRE, (white, black, red) 600 Volt, copper only, stranded, with cable lugs. Wire sizes AWG 6 and smaller shall have colored insulation (Red, Black, White, Green). Wire sizes larger than AWG 6 shall be marked with phasing tape (Red, Black, White) at every termination point. Grounding conductors shall be bare copper or have Green insulation. At no place shall the service cable be in the same conduit as any other control and or electric cables.

Hardware

All hardware used shall be rustproof: steel parts shall be stainless steel or Hot Dipped galvanized. Stainless steel ¾" bands shall be used for attachment to steel/concrete poles. The bands are to be spaced every 1.0 meter (3 ft.) maximum, and at the top and bottom of the pole. When specifically required by the utility company or on wood poles, stainless steel conduit clamps/strap, fastened with hot dipped galvanized or stainless steel screws, may be substituted for the bands. A neutral spool bracket shall be furnished and installed by Contractor for the power company attachment **(house knobs are not acceptable)**.

Power Service Assembly

- Lightweight corrosion resistant aluminum construction (painted gray).
- 14 gauge galvanized post with high quality electro-deposition gray paint finish.
- UL listed NEMA 3R construction.
- 10,000 AMPS RMS symmetrical short circuit rating, 22,000 AMPS rating available when appropriate 22,000 AIC breaker is field installed.
- 100 AMP (200 amp for hub buildings) continuous, 120/240 V single phase 4 jaw ring type meter socket.
- Loop feed 350 KCMIL single phase line terminals as standard.
- Main breaker (bolt in main on 200 amp service), convertible 2 circuit load center, or 12 circuit plug-in load center.
- Lockable, sealable covers provided with stainless steel latches.
- Parallel wired units are copper bussed from the meter socket to the load center.
- Multi-breaker UL listed accepts GE, Bryant, Challenger, Westinghouse, Sq D. "Homeline" or ITE plug-in circuit breakers.
- Deadfront construction for maximum user safety.
- Fully accessible line terminal compartments.

Pull Box

A 17''X30''X28'' pull box shall be installed within five (5) feet of cabinet location. The pull box shall be an Armorcast A6001640TAPCX28, 17''X30''X28'' or approved equal. All pull boxes containing electrical cable shall have TRAFFIC ELECTRIC logo caste into the lid. All pull boxes containing electrical cabling shall have a PNA dome pack post cable marker 3" in dia., 6' long with a 16" Red top with approved labeling and phone number (labeling information and phone number to be supplied by

Engineer for each project) or approved equal. There shall be a Red passive marker ball operating at a frequency of 169.8KHZ installed in all pull boxes containing electrical conductors. The red passive marker balls shall be compatible with a Metro Mark passive marker locator 760Dx or approved equal. See install Service Box.

CONSTRUCTION METHODS

The electrical service shall be installed in accordance with all applicable codes, regulations, and the REQUIREMENTS OF THE POWER COMPANY, with the final location being determined in the field. Typical construction methods are shown on the Installation Details, and the Standards.

The Contractor shall obtain all ELECTRIC PERMITS required; and shall arrange for INSPECTION at completion.

The Contractor shall install the power service and post locations as shown on the Plans at the back edge of the right-of-way. The power company will supply power to the power service.

At locations where need is determined by the Contractor, transformers shall be installed to compensate for voltage drops in service. All work to comply with the NEC.

EQUIPMENT POWER

Normal

For equipment for this Contract, (while operating from a 115 VAC, ± 10%, sixty (60) Hz, commercial grade, non-dedicated power service), shall be capable of providing the following:

Proper regulation for AC outputs, up to one-hundred and fifty percent (150%) of normal load.

Sufficient internal electronic noise and transient immunity, so that equipment fed by this service will not be affected by either noise or transients.

Equipment power supplies of sufficient design to prevent extraneous coupling of signals between equipment.

Complete internal surge protection (in addition to that of the cabinet).

Additional

Where electronic problems can be traced to Radio Frequency Interference (RFI), as shown by an oscillo - scope, then the Contractor shall provide additional isolation, filters, capacitors, etc. to eliminate the problem.

GROUND SYSTEM

The resistivity of the electrical system EARTH GROUND shall be FIFTEEN (15) OHMS OR LESS, as measured with an appropriate instrument which was calibrated not more than twelve (12) months prior to the date of performing such tests. Test shall be over seen by Traffic Signal Systems Operations Manager and documented results given to City Traffic and Transportation. Contractor shall add appropriate grounding to achieve the above requirements if needed the additional ground rods, wire and

exothermic welds will be paid separately as approved by the Traffic Signal Systems Operations Manager.

CATALOG CUTS ARE REQUIRED

METHOD OF MEASUREMENT

Complete electric services shall be measured by EACH service installed in place, as shown on the Plans. It shall include riser conduit, cable, conduit fittings, and hardware from meter can to power company attachment point, ground rod, banding, clamps, lugs, power service assemblies and all other materials and equipment specified or directed by the Traffic Signal Systems Operations Manager or power company.

BASIS OF PAYMENT

Complete electric services, inspected, accepted, and measured as above, shall be paid for at the contract bid price for:

EA	F/I 100 AMP electrical service on wood or concrete pole
EA	F/I 100 AMP electrical service on pedestal underground
EA	F/I 200 AMP electrical service on concrete or wood pole overhead
EA	F/I 200 AMP electrical service on pedestal underground
LF	Install #10, 6, 4, or 2 THHN in duct (length of pull not length of cable)
LF	Install 1/0, 2/0, 3/0, or 4/0 THHN in duct (length of pull not length of cable)
LF	Install 300 or 350 MCM in duct (length of pull not length of cable)
EA	F/I additional ground rod 5/8" X 8'
LF	Install additional #4 ground wire 7 strand bare
EA	F/I additional exothermic weld for 5/8" ground rods and #4 or 6 wire
EA	F/I lential for disconnect
EA	Install lential for disconnect
EA	F/I 100AMP disconnect
EA	F/I 200AMP disconnect

Which shall be full compensation for furnishing wire and conduit from meter can to power company attachment, meter base/power panel, disconnect switch, and all materials, equipment, labor, and incidentals to complete the work as specified.

FIBER OPTIC CABLE

DESCRIPTION

This item shall consist of installing single-mode fiber optic (SMFO) cable in conduit and risers or overhead lashed to new messenger cable or over lashed to existing messenger with existing cables. The Contractor shall furnish all attachment hardware and installation guides necessary to install the fiber optic cable. Contractor shall have index of refraction labeled on as-built for all fiber cable. SMF cable furnished by the Contractor will be paid for under the line item for materials cost plus.

GENERAL

The cable shall meet all requirements stated in RUS-90 as well as those stated within this specification. The cable shall be an accepted product of the United States Department of Agriculture Rural Utility Service as meeting the requirements of RUS-PE-90. The cable shall be new, unused, and of current design and manufacture.

The single-mode fiber used in the cable shall conform to the following specifications:

Fiber Coating	Corning CPC6 or approved equal
Cladding Diameter: measurement	125.0 + 1.0 μm by fiber end
Outer Coating Diameter	245 ± 5 μm
Core-Clad Concentricity	≤ 0.5 μm
Cladding Non-Circularity:	≤1.0%
Fiber Curl	≥4.0m radius of curvature
Index of Refraction 1310/1550 nm	1.4693/1.4690
Mode field diameter – 1310	9.2 ± 0.4 μm
Mode field diameter – 1550	10.5 ± 1.0 μm
Cable Cutoff Wavelength	ccf ≤ 1260nm
Refractive Index Profile	Matched clad, step index
Zero Dispersion Wavelength	1304nm ≤ ± o ≤ 1324 nm
Zero Dispersion Slope	<0.092 ps(km-nm)
Dispersion 1330 nm	<3.5ps/(nm-km)
Dispersion 1550 nm	<18ps/ (nm-km)

Point Discontinuity	≤ 0.10 dB at 1310 and 1550 nm
Attenuation at Water Peak (Uncabled Fiber)	<1.5 dB/km at 1383 ± 3nm
Attenuation vs. Wavelength	1285 ≤ 1310 ≤ 1330nm – 0.05 dB/km 1525 ≤ 1550 ≤ 1575 nm – 0.05 dB/km
Attenuation vs. Bending	1 turn (32 mm) at 1550nm ≤ 0.50 dB 100 turns (50mm) at 1550nm ≤ 0.10dB
Polarization Mode Dispersion Coefficient	≤ 0.2 ps/√km
Temperature Cycling	≤ 0.05 dB/km (-40 C to 85 C)
Temperature-Humidity Cycling RH	≤ 0.05 dB/km – 10 C to 85 C, 4 to 98%
Water immersion, 23 C	≤ 0.05 dB/ km
Heat Aging, 85 C	≤ 0.05 dB/ km
Proof Test	≥ 100 kpsi

Fiber Characteristics

All fibers in the cable shall be usable fibers and meet required specifications.

All optical fibers shall be sufficiently free of surface imperfections and inclusions to meet the optical, mechanical, and environmental requirements to this specification.

Each optical fiber shall consist of a doped silica core surrounded by a concentric silica cladding.

The coating shall be a dual-layered, UV cured acrylate applied by the fiber manufacturer. The coating shall be capable of being mechanically or chemically striped without damaging the fiber.

Optical fibers shall be placed inside a loose buffer tube.

EIGHT through TWELVE (8-12) buffer tubes, each containing twelve (12) single-mode fibers shall be furnished. The fibers shall not adhere to the inside of the buffer tube. Each buffer tube shall contain twelve (12) fibers.

Each fiber shall be distinguishable from each other by means of color coding according to the following.

These colors shall meet EIA/TIA-598, "Color Coding of Fiber Optic Cables".

Buffer tubes containing fibers shall also be color coded with distinct and recognizable colors according to the following:

1.	Blue	7.	Red
2	Orange	8.	Black
3.	Green	9.	Yellow
4.	Brown	10.	Violet
5.	Slate	11.	Rose
6.	White	12.	Aqua

These colors shall meet EIA/TIA-598, "Color Coding of Fiber Optic Cables".

Buffer tubes shall be of a dual-layer construction with the inner layer made of polycarbonate and the outer layer made of polyester. Fillers may be included in the cable core to lend symmetry to the cable cross-section where needed.

Each buffer tube shall be filled with a non-hygroscopic, electrically non-conductive, homogenous gel. The gel shall be free from dirt and foreign matter. The gel shall be readily removable with conventional non-toxic solvents. Water blocking tape is an acceptable substitute.

Buffer tubes shall be stranded around a central member using the reverse oscillation, or "SZ" stranding process.

Binders shall be supplied with sufficient tension to secure the buffer tubes to the central member without crushing the buffer tube. The binders shall be non-hygroscopic, non-wicking (or rendered so by the flooding compound), and dielectric with low shrinkage.

The cable shall contain a central member that is intended to prevent buckling of the cable. The central anti-buckling member shall consist of a glass reinforced plastic rod.

The cable shall contain at least one (1) ripcord under the sheath for easy sheath removal.

Tensile strength shall be provided by high tensile strength aramid yarns and fiberglass. The high tensile strength aramid yarns/fiberglass shall be vertically stranded evenly around the cable core. All cable shall be sheathed with medium density polyethylene. The minimum nominal jacket thickness shall be 1.4 mm. Jacketing material shall be applied directly over the tensile strength members and flooding compound. The jacket or sheath shall be free of holes, pits and blisters.

The maximum pulling tension shall be 2700 N (600 lbs.) during installation (short-term) and 600 N (135 lbs.) long-term installed.

The shipping, storage, installation and operating temperature range of the cable shall be –40° C to 70° C.

Drop Kit

When specified on the Plans, the Contractor shall furnish and install all necessary items required for connectivity of a device to the network via fusion splice of a drop cable to the network trunk cable. This assemblage of items shall be known as a drop kit. The drop kit consists of the drop cable assembly, fiber optic splice closure, termination's splices and splice trays. **The "Gator Patch" product is acceptable for this application. Gator Patch if used takes the place of the interconnect center.**

Quality Assurance Provisions

All optic fibers shall be proof tested by the fiber manufacturer at a minimum load of 100 kpsi.

All optical fibers longer than 1,000 meters shall be 100% attenuation tested by the manufacturer. The attenuation of each fiber shall be provided with each cable reel. Fibers less than 1,000 meters shall be tested for continuity.

Splice Closure – Underground

Use

The closure shall be 3M brand only no exceptions, designed for use under the most severe conditions such as moisture, vibration, impact, cable stress and flex temperature extremes as demonstrated by successful passing the factory test procedures and minimum specifications listed below. The closure will be installed inside service boxes. For more details see FURNISH AND INSTALL SERVICE BOXES. The closures shall be incidental to the fiber optic cable installation.

Physical Requirements

The closure shall handle up to four (4) cables in a butt configuration. A butt adapter may be used to increase capacity to six (6) cables.

The closure shall prevent the intrusion of water without the use of encapsulate.

The closure shall be capable of accommodating splice organizer trays, which accept mechanical, fusion, or multi-fiber array splices. The splice closure shall have provisions for storing fiber splices in an orderly manner, mountings for splice organizer assemblies; add space for excess or non-spliced fiber. Splice organizers shall be re-enterable. Splice cases shall hold a minimum of two (2) splice trays to a maximum of six (6) splice trays, with each tray housing 24 splices.

Closure re-entry and subsequent reassemble shall not require specialized tools or equipment. Further, these operations shall not require the use of additional parts.

The splice closure shall have provisions for controlling the fiber bend radius to a minimum of 38 mm.

CERTIFICATION

The Contractor shall provide certified test results from the manufacturer showing the cable furnished has been tested. The test shall be approved by SCDOT prior to its installation.

CATALOG CUTS ARE REQUIRED

LABELING AND DELIVERY

The SMFO cable furnished by the Contractor shall be packaged on non-returnable wooden reels. The reels shall not contain imperfections such as broken flanges or nails that may cause damage to the cable as it is unreeled.

Both the top and bottom ends of the cable shall be available for testing on the reel. The ends of the cable shall be sealed to prevent the ingress of moisture.

Each cable reel shall have a durable weatherproof label that shows the actual length of cable on the reel. Index of refraction shall be the same for all cable installed in project.

CONSTRUCTION METHODS

General

The Contractor shall take every precaution to ensure the fiber optic cable is not damaged during storage and installation. The fiber optic cable shall not be stepped on by workers, or run over by any vehicle or equipment. The fiber optic cable shall not be pulled along the ground, or over or around obstructions.

It shall be the responsibility of the Contractor to coordinate his overhead and underground construction activities on a continuing basis with each of the utility agencies that have facilities in the immediate vicinity.

The fiber optic cable shall be installed in conduit with other cables only where specifically called out in the Plans.

Where fiber optic cable is to be installed on overhead poles, the Contractor shall exercise care in temporary placement of installation equipment to provide safety to the public and to prevent damage to existing facilities. Should the Contractor cause damage to any existing cables and/or equipment, the Contractor shall immediately notify the Traffic Signal Systems operations manager. The affected owner and the Contractor shall repair or have the repair made at no additional cost.

During installation, the Contractor shall provide cable blocks at least every 50 feet to guide the cable and reduce pulling tension. All pulling equipment and hardware that will contact the cable during installation must maintain the minimum bend radium of the fiber optic cable as listed in Table 1. Corner blocks, appropriately sized to ensure that the minimum bending radius of the cable is maintained, shall be provided whenever fiber optic cable must be pulled around a corner.

Table 1
Fiber Optic Minimum Bend Radius Chart

Nominal Cable Diameter		Minimum Bend Radius (no tension) Installed		Minimum Bend Radius (under tension)	
Millimeters	Inches	Centimeters	Inches	Centimeters	Inches
6.0 – 10.0	(1/4 – 3/8)	10.0	(4.0)	15.0	(6.0)
10.1 – 15.0	(4/10 – 6/10)	15.0	(6.0)	22.5	(9.0)
15.1 – 20.0	(10/16 – 8/10)	20.0	(8.0)	25.0	(10.0)
20.1 – 23.0	(13/16 – 9/10)	23.0	(9.0)	25.0	(10.0)
23.1 – 25.0	(15/16 – 1.0)	25.0	(10.0)	30.0	(12.0)

In the case where the plans call for fiber optic installations in conduit, the fiber optic cable shall not be pulled through any intermediate junction box, manhole, pull box, pole base or any other opening in the conduit unless specifically required by the Traffic Signal Systems operations manager in specific facilities. The necessary length of cable to be installed shall be installed from one junction box, manhole, pull box, pole base, or cabinet to the immediate next downstream manhole, box, pole base, or cabinet. The remaining length of cable to be installed in the next conduit shall be carefully stored in a manner that is not hazardous to vehicular traffic, yet ensures that no damage to the cable shall occur. The cable shall be stored in a manner that shall allow that length of cable to be safely pulled into the next conduit. The Traffic Signal Systems operations manager shall approve the storing methods to be used.

Cable reel lagging shall remain on the cable reels until they arrive at the pulling site. If the lagging has been removed, the Contractor shall securely fasten the cable ends to avoid damage during transit.

If the cable must be unreeled during installation, the "figure-eight" configuration shall be used to prevent kinking or twisting of the fiber optic cable. The preferred size of the "figure-eight" is 15 feet with each loop about eight (8) feet in diameter. The fiber optic cable shall not be coiled in a continuous direction except for lengths of 100 feet or less.

In case of aerial installations, the Contractor shall not increase the tension on the messenger cable to which the fiber optic cable has already been lashed.

At the completion of a day's installation, the Contractor shall protect the cable from the ingest of moisture by placing a cable cap and/or several wraps of tape on the tip of the cable.

The Contractor shall record the cable meter marks at the fiber splice points on a set of as-built Plans. Two (2) copies of the Plans showing the meter marks shall be provided to the FTS Manager II. The meter marks are most easily obtained while forming drip loops.

For aerial installations, the Contractor shall route the fiber optic cable on the inside of messenger intersections at dead ends and crossovers.

Aerial Installation

General

Where the Plans call for aerial installation, the Contractor shall furnish new messenger cable and shall lash the fiber optic cable to the new messenger.

Aerial cable shall be installed either manually or by using the moving reel method. If the Contractor proposes to use the moving reel method, the Contractor shall submit to the RCE the cable manufacturer's recommended procedures for this installation technique at least seven (7) days prior to beginning the installation of the fiber optic cable.

The required clearances between the fiber optic cable and the utility features shall be maintained as follows unless otherwise noted on the Plans:

- A minimum of four (4) inches vertical clearance and 12 inches minimum total (diagonal) separation shall be maintained to the telephone and/or cablevision facilities.
- A minimum of 40 inches vertical clearance shall be maintained to all electrical transformers.
- A minimum of 40 inches vertical clearance shall be maintained to all electric lines (including street light circuits).

Relocation of overhead utilities will be made by others and is not a part of this Contract.

Where called for on the Plans or as directed by the Traffic Signal Systems operations manager, fiberglass extension arms shall be furnished and utilized to install the new fiber optic cable. Such fiberglass extension arms shall be an MIF PH6-2 or approved equal.

Where called for on the Plans, the Contractor shall install down guys as shown in the typical diagrams in the Plans. Guy guards shall be constructed of #18 hot-dipped galvanized steel. All guy hardware shall be on the same bolt with the J-hook.

The Contractor shall use a Kellems® (or approved equal) grip wire mesh pulling grip and swivel to prevent damage to the cable during cable pulls.

The Contractor shall provide drip loops for the fiber optic cable at all utility poles to which the fiber optic cable is attached. The drip loops must be of the "smooth-curve" type and shall be at least of the recommended dimensions for a drip loop in the typical details. Drip loops shall be formed by hand or by using an expansion loop-forming tool. Straps and spacers shall be used to support the cable in the absence of lashing wire support and to hold the cable bundles together. The strap and spacer shall be installed no closer than four (4) inches to the first bend in the drip loop.

Where called for on the Plans, the Contractor shall install backlashes in the fiber optic cable as necessary. The Contractor shall utilize sixteen (16) inch fiber optic strand storage bracket (Multilink model number 2116-SSPTB or approved equivalent) which are also known as "fiber optic sno shoes". All hardware necessary for the installation of the backlash including the "fiber

optic sno shoes", and lashing of the additional cable, shall be incidental to the cost of furnishing and installing the fiber optic cable.

The straps and spacers used for drip loops and other fiber optic cable handling purposes shall be hand-tight only. The strap and spacer must be loose enough to allow longitudinal travel by the cable, but tight enough to prevent the strap and spacer from moving on the messenger cable.

Lashing

The fiber optic cable shall be overlashed to the new messenger installed by the Contractor. The lashing shall be accomplished with aluminum wrapping tape spaced at intervals not exceeding 380 mm or with 1.5 mm (minimum) diameter galvanized steel spiral cable wrap. Wrapping tape, if used, shall be 1.3 mm x 7.6 mm, and at least four (4) turns shall be used. Lashing shall be accomplished in the manner that results in the wire and the cable appearing to be an integral part of the support cable. Fiber optic cable shall be installed without loose lashing, twisting or weaving along the messenger.

The Contractor shall terminate the lashing wire with a lashing wire clamp as the cable run is lashed up, span-by-span. The lashing wires shall be terminated as follows:

- Place a cable spacer between the fiber optic cable and the messenger.
- Locate lashing wire clamp two (2) inches from strap and spacer. Pull enough lashing wire out of lasher to terminate into the lashing wire clamp.
- Wrap the lashing wire three (3) times around only the messenger between the lashing wire clamp and the planned location of the first wrap around both the strand and fiber optic cable.
- Secure the lashing wire as shown in the typical details.

Underground Installation

Where shown on the Plans, the fiber optic cable shall be installed in new or existing underground conduit, 36" deep. Typically, the drop cable from the backbone to the local cabinets is installed in two (2) inch schedule 80 PVC, or as indicated on the Plans.

Conduit

Conduit size and type are specified on the Plans. For additional information concerning conduit see FURNISH AND INSTALL CONDUIT. This section concerns the procedure for installing cable inside the conduit.

Seven (7) days prior to the installation of fiber optic cable in conduit is performed, the Contractor shall provide the RCE with four (4) copies of the cable manufacturer's recommended and maximum pulling tensions. Included with these pulling tensions shall be a list of the cable manufacturer's approved pulling lubricants. Only those lubricants in the quantity recommended by the fiber optic cable manufacturer shall be approved for use.

When installing the cable in underground conduit, the maximum allowable pulling tension for the cable installation by the Contractor shall not exceed 70 percent of the manufacturer's maximum pulling tension. If the cable is pulled by mechanical means, a dynometer (clutch device) approved by the Traffic Signal Systems operations manager shall be used to ensure that a maximum allowable pulling tension is not exceeded at any time during installation.

Fiber optic cable shall not be pulled over edges or corners, over or around obstructions or through unnecessary curves or bends. Approved cable guides, feeders, shoes and bushings shall be used to prevent damage to the cable during installation.

Sealing bushings rather than weather heads shall be used on all risers containing fiber optic cable. The sealing bushings shall conform to the typical detail shown.

Conduit bends and cabinet entrance fittings used by the fiber optic cable network shall be designed to accommodate the bending radius limitations of the fiber optic cable used.

The Contractor shall pull an adequate amount of fiber optic cable into the various cabinets and service boxes. The following table shows the amount of slack cable that should be provided in the various type cabinets and service boxes:

- Local cabinet 50 feet
- Field hub cabinet 50 feet
- Service boxes 100 feet
- Hub building 100 feet

The length of slack for each of these cabinet types should be divided evenly between entering and exiting cable. For example, the field hub cabinet should have 50 feet of slack on the entering cable and 50 feet of slack on the exiting cable for a total of 100 feet. If service box is within 50 feet of local or hub cabinet, the cable slack can be cut in half in the cabinets.

Service boxes and hub buildings should have 100 feet of slack on the exiting and 100 feet of slack on the entering cable for a total of 200 feet. When Gator Patch cables are used in local cabinets there should be 25 feet of slack in cabinet and 100 feet of slack entering into the service box. Maintenance loops should follow the same cable slack measurements listed for service boxes. After the fiber optic cable has been spliced, the cable shall be neatly coiled (with tie- wraps placed on the cable) and placed on top of the fiber interconnect center or on the bottom of the cabinet. The cable shall be readily accessible to enable maintenance personnel to perform splicing of the cable in a vehicle located near the controller cabinet.

All metal conduits shall be grounded. All conduit, terminal cabinets, anchor bolts and reinforcing bar cages shall be made mechanically and electrically secure to form a continuous system and shall be effectively grounded. The grounding or bonding conductor shall be #6 AWG bare stranded copper wire.

Bonding of metallic conduit in service boxes and other installations, where the conduit is not coupled, shall be coupled with metallic conduit ground bushings having smoothly rounded, molded, insulated inserts and bonding jumpers.

The Contractor shall furnish and install all grounding facilities.

Buried Cable Markers

Buried cable markers shall be located along the buried cable line at locations shown on the Plans and/or shall be placed at every service box and not more than every 2450 feet apart. The marker shall

be a PNA dome pack post cable marker 3" in dia., 6' long with a 16" orange top with approved labeling and phone number (labeling information and phone number to be supplied by Engineer for each project) or approved equal. An Orange passive marker ball shall be placed in every service box containing fiber or communications cable with a frequency of 101.4KHZ that is compatible with a MetroMark passive marker locator 760Dx or approved equal.

SPECIAL INSTRUCTION TO CONTRACTORS

Fiber optic cable, of the type and size specified, will be measured by the linear foot of cable actually furnished and installed, completely in place and accepted, using an optical time-domain reflectometer (OTDR).

The jacket shall have "Grabber" brand cable (stock no. VF0G – 07) markers. The markers shall be six (6) inches long, orange in color and read as follows in black: "SCDOT FIBER OPTIC CABLE Contact (803) 737-1893". Two Grabber brand cable markers shall be placed on cable in each service box and shall be visible when the lid is removed. For aerial installation, the cable markers shall be placed on each side of every pole approximately two (2) feet from the pole. The Contractor shall install three (3) additional markers on the cable between the poles, spaced equally apart along the span.

The SMFO cable shall be spliced only at those points shown in the Plans. The designated splices shall be in the fiber interconnect centers that are proposed for installation in the field hub cabinets, ITS hub and at service boxes as designated on the Plans. If fiber optic cable splice locations are not labeled on the plans the Traffic Signal Systems operations manager shall designate were splices will be allowed. Splicing of SMF cable is to be at a distance of 10,000 feet or greater. Reel end splices shall be located as indicated on the plans or by the Traffic Signal Systems operations manager. The Contractor shall order cable in reel lengths that are of sufficient length to require no intermediate splicing of the cable (reel lengths are typically over 11,000 feet to accommodate slack and service box layout).

CATALOG CUTS ARE REQUIRED

METHOD OF MEASUREMENTS

Installing fiber optic cable will be measured per linear foot, of the size specified, erected in place as shown on the Plans, and all miscellaneous hardware and related work activities as required. The process of figure-eighting the cable as a result of uncoiling it to cross water bodies, at jack/bore areas, bridge attachments, etc. as designated on the Plans, shall be incidental to the cable installation.

Pay items that have a greater than or less than pricing shall be paid at the price listed on the work order in accordance to the total length listed on the work order. Example (if the work order calls for 5500 feet the item will receive the greater than price for the entire length of the installation.)

BASIS OF PAYMENT

Install Fiber optic cable measured as provided above and accepted will be paid for at the unit price bid per linear foot for:

LF Install SMF in new duct less than 12,000'

LF Install SMF in new duct greater than 12,000'

LF Install SMF in existing duct less than 12,000'

LF	Install SMF in existing duct greater than 12,000'
LF	Install SMF lashed to messenger less than 12,000'
LF	Install SMF lashed to messenger greater than 12,000'
LF	Install SMF over lashed to messenger with existing cables
LF	Remove existing fiber from existing duct for salvage and reuse
LF	Remove existing fiber from existing duct for disposal
EA	Install snow shoes per set

FIBER OPTIC COMMUNICATION PLANT - TESTING

DESCRIPTION

The Contractor shall test the fiber optic cable before and after installation in accordance with the procedures in this project's special provisions. The results of the tests shall be provided to the City's Traffic Signal Systems operations manager. The Contractor shall test all used or spare/unused fibers.

FIBER OPTIC CABLE TEST

Continuity

Prior to the installation of any fiber optic cable, the Contractor shall test the continuity of each fiber using an optical time domain reflectometer (OTDR). The test shall be conducted while the fiber is still on the reel and the test results shall be provided to the RCE.

Splice Loss

After the installation of the fiber optic cable, the Contractor shall test the dB loss for every splice of the fiber optic cable in accordance with procedures established in the OTDR operator's manual. The testing may be done in conjunction with the splicing of the cable. Any splice that has a splice loss >0.05 dB shall be re-spliced.

The Contractor shall provide hardcopy test results to the RCE that identify the location of the splice (camera/RVD #, splice tray #), the fiber (by buffer tube and fiber color), and the splice loss in dB.

Connector/End Splice Testing

The Contractor shall test each connector/end splice loss in one (1) direction using an OTDR, in accordance with procedures established in the OTDR operator's manual. The average mated connector/end splice loss shall be <0.5 dB. Individual mated connector pair/end loss shall be <0.7 dB. Any connector/end splice with a loss greater than 0.7 dB shall be replaced by the Contractor. Any replacement connectors/ends shall also be tested.

End-to-End Attenuation Testing

The Contractor shall perform end-to-end testing of each fiber between each place point at 1310 nm, and 1550 nm in one (1) direction in accordance with EIA/TIA 526-7.

The Contractor shall provide hardcopy test results to the RCE that identify the two (2) ends of the test site, the fiber tested, the wavelength tested, the reference power output, and the system attenuation in dB.

The Contractor shall provide a splicing diagram showing the exact connectivity of each used fiber in this project. This diagram shall be in CADD form and shall be compatible Microstation CADD system.

The Contractor shall provide OTDR signature traces of all fibers between all CCTV locations and ITS control centers for system documentation and restoration purposes.

PAYMENT FOR TESTING

EA LSPM test (any wave)

EA OTDR testing (any wave) up to 72

EA OTDR testing (any wave) >144

EA OTDR reel test (any wave) up to 72

EA OTDR reel test (any wave) > 144

FURNISH AND INSTALL FIBER INTERCONNECT CENTERS AND CLOSURES

DESCRIPTION

These items shall consist of furnishing and installing fiber interconnect centers and fiber optic interconnect closures. **Splice Enclosures shall be of the 3M brand, no exceptions**. Included in these items are the splicing of the fiber optic cable; furnishing and installing splice trays, interconnection sleeves, jumpers, connectors and other hardware that may be needed to house the coiled fiber optic cable and the fiber optic splices. The centers and closures will have a varying number of splice trays and splices and shall be housed at locations such as: at base mounted 332A local cabinet, at field hubs (332A cabinet) and the hub building, and inside service boxes for drop cables to local cabinets or inside service boxes at reel termination points. Closures may be needed when the fiber optic cable is transitioned from a buried location to an aerial crossing at a river or railroad crossing.

MATERIALS

The Contractor shall furnish and install Gator patch cables or rack-mounted fiber optic interconnect centers at field cabinets or hubs. The Contractor shall also provide 3M splice closures at locations for drop cables and reel end splices. The fiber interconnect centers shall include strain-relief hardware, be rack-mountable and typically have the following capacities and locations:

a. At each of the base mounted local cabinets, there shall be one (1) splice/organizing tray and termination/connection capacity for a minimum of six (6) fibers and shall have ST connectors installed or a Gator patch.

b. At a field hub cabinet there shall be one or two (1-2) splice/organizing tray and termination/connection capacity for twelve to one hundred forty four (12-144) fibers.

c. At hub building, there shall be two (2) splice center/organizer trays with a capacity to hold a total of 144 splices.

d. The fiber optic 3M brand closures shall typically have the following capacities and locations:

    i. At fiber optic backbone reel end locations with a 144-splice closure capacity.
    ii. At drop locations as specified on drawing with a 12-splice closure capacity.

The fiber interconnect center and closures shall be located in the cabinet or service boxes such that the slack fiber optic cable stored on top of the fiber interconnect center (as required in the Special Provision – Furnish and Install Fiber Optic Cable) can be easily removed (along with the fiber interconnect center) from the cabinet and taken to a maintenance vehicle for splicing, if necessary.

The interconnect centers shall be equipped with fiber connector panels with factory-installed interconnection sleeves. The interconnection panels shall be clearly labeled (transmit/receive). The interconnection sleeves shall be type ST compatible, with ceramic insert, and composite housing for single-mode fiber optic cable. The trays shall be a Siecor type or approved equivalent.

The Contractor shall furnish pigtail fiber optic cable assemblies with type UPC-ST compatible connectors factory-installed on one (1) of the assemblies. The pigtails shall be fusion-spliced to the fiber optic communication cable in each splice tray. The appropriate number of pigtail assemblies shall be furnished and installed in each fiber interconnect center.

SPLICING OF THE FIBER OPTIC CABLE

Splicing Methods

All splicing shall be done by means of a fusion-splice technique, which induces less than 0.09 dB attenuation. Bare fibers shall be completely recoated with a protective RTV gel or similar substance prior to application of the sleeve or housing to protect the fiber from scoring, dirt, or microbending. Each spliced fiber shall be packaged in a heat shrunk protective sleeve or housing. All splices shall be performed in accordance with the cable manufacturers and the splice manufacturer's recommendations. During splicing, the Contractor shall maintain the continuity of the buffer tube and fiber color.

Incoming fibers shall be provided with five (5) feet of coiled slack and spliced to a pigtail of the same type fiber. Pigtails shall have a minimum length of five (5) feet and shall have a factory-installed UPC-ST compatible connector. The pigtails shall have an attenuation of less than 0.5 dB. The UPC-ST connector shall mate with the connector panels installed in the fiber interconnect center.

Unused optical fibers shall be properly protected with sealed end caps.

The Contractor shall record the meter marks on the cable sheath at each splice point. These marks shall be provided to the owner on a sheet of as-built system plans at the completion of the project.

The Contractor shall label all fiber optic patch panels and jumpers. Labeling shall match RVD and Camera addressing numbers, if fiber port is unassigned, the fiber destination location shall be used for labeling. The labeling shall be approved by the Engineer.

Jumpers

If necessary, the Contractor shall furnish and install single-mode fiber optic cable assemblies with UPC ST connectors factory-installed on each end (jumpers). These assemblies will be used to connect the fiber optic modem to the connector panel. These jumpers will not be paid for directly, but shall be considered incidental to the item Furnish and Install Fiber Optic Modem.

Future Applications

The fiber optic communications network is being designed and constructed to accommodate future applications. The Contractor shall only fusion splice the necessary fibers at local cabinet locations. However, the Contractor shall splice all fibers at reel end splices. Complete fiber optic cable count shall be terminated at Hub building, Local Hub cabinets, TMC facilities and/or other head end location. All pigtail assemblies shall be connected by the Contractor to the connector panels installed in the fiber interconnect center. The transmit and receive designations of each fiber pair shall be clearly labeled on the front of the connector panel. Each fiber termination/connection shall be tested for attenuation. The Contractor shall provide to the City three hard copies and three electronic copies on CD of the OTDR test results of all fiber optic cable installed on project. The Contractor shall provide to the City three copies of CADD drawings and three electronic copies on CD of all fiber allocations for every fiber installed on the project, terminated and non-terminated fiber included. Contractor will supply to the City any software required to open the OTDR electronic files at no additional cost to the City.

CATALOG CUTS ARE REQUIRED

METHOD OF MEASUREMENT

The fiber optic centers and closure shall be incidental to the cost of the installation of the fiber optic cable. This shall include the labor, equipment, and materials necessary to install the fiber optic interconnect centers and closures in accordance with the Plans and Project Special Provisions.

BASIS OF PAYMENT

The fiber interconnect center **or Gator Patch**, as measured above, will be incidental to the installation of the fiber optic cable. See install fiber optic cable for relevant specifications.

EA	FO Fusion splicing < 24
EA	FO Fusion splicing < 144
EA	FO Fusion splicing > 144
EA	Install splice trays/coupler panels
EA	Install FO splice closure only

EA F/I coupler panel, 6 fiber, SM, ST (CCH-CP06P-19)
EA F/I FO splice tray housing rack max 144 fiber (CSH-03U)
EA F/I FO splice tray, fusion heat shrink 12 fiber (M67-048)
EA F/I FO jumper, SM, ST, LC 6'
EA F/I pigtail, SM, ST, 3'
EA F/I jumper, SM, ST, 3'
EA Install term cabinet, wall or rack
EA LT FO cable prep up to 72
EA LT FO cable prep greater than 96
EA F/I splice enclosure 48 strand fiber (2178S)
EA F/I splice enclosure 96 strand fiber (2178L w/ Exp)
EA F/I splice enclosure 144 strand fiber (2178LL w/2181 Exp)
EA F/I fiber trays, fusion HS, slant (2523t w/ 2524I)
EA F/I aerial FOSC mounting brackets (2183)

INSTALL PRESTRESSED CONCRETE POLES

DESCRIPTION

The following specification covers design, fabrication and installation of pre-stressed spun concrete poles. Poles shall be designed and constructed so that all wiring and grounding facilities are concealed within the pole. All handholes, wire inlets/outlets, inserts for pole steps, thru-bolt holes and ground wire shall be cast into the pole during the manufacturing process. These specifications are for typical 60 and 80-foot concrete poles to be used for installations with Closed Circuit Television (CCTV) assemblies. Pre-stressed concrete poles shall be Accord Industries #840-0751-060/SC CCTV or Stress Crete SCDOT camera lowering device pole for sixty (60) foot poles or approved equal.

DESIGN

Poles shall be designed considering the application of both dead load and wind load. The moment at any point along the length of the pole is to be the sum of moments resulting from dead loads and forces from wind loads. The wind force is to be computed by multiplying the specified wind pressure by the effective projected area (EPA) of the individual components.

The P-Delta secondary moments due to the deflected unbalance of the structure must be accounted for in the design and shown in any calculations submitted.

Poles shall be designed to meet AASHTO requirements for wind loading.

Manufacturer shall supply engineering calculations which support pole design, hardware when applicable and foundation design when soil borings are provided. Calculations shall be approved and stamped by a registered professional engineer.

Poles shall be designed such that the deflection does not exceed 1.1% of the free height of the pole at its maximum EPA under a wind loading equivalent to ½ the designated ultimate wind speed, including a 1.3 gust factor.

The natural frequency of the pole shall be limited to 0.8 cycles/sec. The manufacturer shall provide calculations verifying the above requirements.

The structural design shall provide for both multiple point and one point lifting.

Poles shall be designed such that the forces imposed in handling, transportation and erection including a 1.3 impact factor, shall not exceed its cracking moment when handled at the pickup point locations indicated by the manufacturer.

MATERIALS

Concrete

The concrete mix shall be designed to achieve a minimum 28-day compressive strength of 8,000 psi. Concrete test reports shall be kept per ASTM C-99 and certified by a registered professional engineer. Cement shall conform to the latest requirements of Type I, II or III Portland Cement in accordance with ASTM-C150. Maximum size aggregate may be ¾ inch or 75% of the clear spacing between main reinforcing steel and surface of pole. Any water/reducers, retarders, or accelerating admixtures shall conform to ASTM-C494. Water shall be free from foreign materials in amounts harmful to concrete and embedded steel.

Pre-stressing Steel

Pre-stressing steel reinforcement shall conform to uncoated 7-wires, stress-relieved strand (including low relaxation) per ASTM-A416 and shall be limited to ½ inch diameter.

Spiral Reinforcement

Steel spiral reinforcement shall conform to the requirements of ASTM-A82 and shall not be less than 0.150 inch diameter. The pitch of the spiral steel shall not be greater than 3.2 inches or the radius of the pole, whichever is less.

Hardware

All structural steel shall conform to ASTM-A36 and be hot-dip galvanized in accordance with ASTM-A123. Zinc alloy AC41A for inserts, hand hole frames and covers, shall conform to ASTM-B240. All bolts, nuts, washers and other fasteners must be either stainless steel or hot-dip galvanized per ASTM-A153.

MANUFACTURE

All manufacturing tolerances, details or reinforcement and finishes shall be in accordance with "Guide Specification for Pre-stressed Concrete Poles", as published in the May-June 1982 issue of the Journal of the Pre-stressed Concrete Institute.

Poles shall be pre-stressed concrete poles, manufactured by the centrifugal spinning process. Poles shall be round in cross-section with hollow center.

Pre-stressing forces shall be limited to 65% of the ultimate yield strength of the pre-stressing strand.

Forms shall be designed to provide a minimum concrete cover of ¾" inch over the spiral steel.

Poles shall have a smooth natural form finish, soft gray color.

The manufacturer shall have a minimum of ten years of experience in the design and production of centrifugally spun concrete poles.

Pole will be of single piece construction through 130 ft., unless otherwise specified.

POLE ACCESSORIES

Nameplate

A brass or aluminum nameplate shall be cast into the wall of the pole approximately five (5) feet above the ground line identifying the name of the manufacturer, job identification (SCDOT project number) or order number, overall length, manufacturer date, and actual weight.

Two (2) four (4) inch x ten (10) inch conduit entrance opening shall be centered 18 inches below grade.

An internal wire support shall be located directly above each wire inlet/outlet and be accessible from the handhole opening.

Each pole shall have galvanized steel or a PVC cap (for 40 feet poles only). The pole base shall be plugged to provide extra bearing surface.
Grounding - A #4 stranded copper ground wire shall be cast into the pole. The ground wire shall be terminated in a copper/tank ground at the top platform/crossarm level and approximately 12 inches below grade. Ground grid shall be connected to the cabinet ground and electric service ground in the electrical pull box located at the cabinet. The copper tank ground shall provide a ½ inch tapped insert for the grounding of hardware. The tank ground shall be connected to the camera lowering device at the top of the pole with AWG 4 stranded bare copper, shall meet NFPA and UL96 requirements.

A minimum size three and one-half (3-1/2) inch x eight (8) inch reinforced hand hole frame with curved cover shall be centered 24 inches above grade for both 40 feet, 80 feet and 60 feet poles. This hand hole (on 60 and 80 feet poles only) shall have the manufacturer recommended attachments installed for the camera lowering device wench to be used on this contract.

A minimum size three and one-half (3-1/2) inch x eight (8) inch reinforced hand hole frame with curved cover shall be centered 48 inches above grade for both 40 feet, 80 feet and 60 feet poles. There shall be (on 60 feet poles only) an eye bolt installed 90 degrees offset from the hand hole inside of pole. The eyebolt shall be installed to manufacturer recommendations to secure the camera-lowering device's lowering cable

A minimum size three and one-half (3-1/2) inch x eight (8) inch reinforced hand hole frame with curved cover shall be centered 52 inches above grade for both 40 feet, 80 feet and 60 feet poles. There shall be (on 60 feet poles only) an eye bolt installed 90 degrees offset from the hand hole inside of pole. The eyebolt shall be installed to manufactory recommendations to secure the camera-lowering device's lowering cable.

A minimum size three and one-half (3-1/2) inch x eight (8) inch reinforced hand hole frame with curved cover shall be centered 20-23 feet above grade for radar detection devices for both 40ft, 80ft, and 60ft poles.

A minimum size two (2) inch x eight (8) inch reinforced hand hole frame with curved cover shall be centered 48 - 49 feet above grade for the 60 and 80 feet pole only

INSTALLATION

Prior to installation, the Contractor shall conduct the necessary soil samples and geotechnical analysis to determine installation depth and foundation design requirements for each pole. The samples should be taken at the locations where the poles are to be installed and a copy of the analysis submitted to the SCDOT project engineer for consensus. The analysis results should provide a recommendation of the back fill material, depth and diameter requirement for the concrete pole. When pole is to be installed on steep slopes or hills Contractor shall furnish and install a level 12'X12' class A concrete pad around pole for access and maintenance purposes, **at no additional cost to the City.** A service box shall be installed in pad with 2- two (2) inch spare conduits extending out two (2) feet past the edge of pad for future access. The conduit locations shall be marked with an X in the concrete pad.

For bidding and estimating purposes, an embedment depth of ten percent (10%) of the overall pole length plus an additional four (4) feet may be used. Sixty and Eighty feet CCTV poles shall have a typical 36-inch diameter hole. Forty feet poles shall have a typical 24-inch diameter hole.

Grounding Grid

There shall be a four point grounding grid 7' x 7' around pole which shall be connected to copper/tank ground 12 inches below grade. The grid shall consist of a min. of four RUS 13 ground rods 5/8 inch by eight (8) feet long copper clad, a min. of #4 AWG bare 7 stranded copper wire. Ground grid shall be connected to the cabinet ground and electric service ground in the electrical pull box located at the cabinet. Additional ground rods may be required to achieve proper resistance to ground. Connections to rods shall be by a method of exothermic weld connections. Ground grid shall meg <15 ohms and shall be tested using the fall of potential method and test shall be overseen by Traffic Signal Systems operations manager.

Plumbing Pole

Poles shall be plumbed (straight) before back filling, to Traffic Signal Systems operations manager approval.

Access Holes

Pole shall be set so that top Access hole in pole is no more than four (4) and one half (½) feet above finished grade and no less than four (4) feet above finished grade.

Back fill Material

Back fill material shall be crush and run in typical installations. No soil samples and geotechnical analysis have been made. Contractor is responsible for all soil samples and geotechnical analysis. Where deemed necessary by Traffic Signal Systems operations manager, Class A Concrete shall be used for back fill material at no additional cost to the City.

CATALOG CUTS ARE REQUIRED

METHOD OF MEASUREMENT

Furnishing and installing pre-stressed concrete poles, will be measured by each, of the size specified, erected in place as shown on the Plans, including grounding, back fill material, concrete pad for slopes, soil samples, and all miscellaneous hardware and related work activities as required.

BASIS OF PAYMENT

Furnishing and installing pre-stressed concrete poles, accepted, and measured as above, will be paid for at the contract unit price bid for:

EA	F/I 60' concrete pole
EA	Install 60' concrete pole
EA	Remove 60' concrete pole including fill
EA	F/I 80' concrete pole
EA	Install 80' concrete pole
EA	Remove 80' concrete pole
EA	Install 40' concrete pole
EA	Remove 40' concrete pole including fill

Which shall be full compensation for furnishing all materials, equipment, labor, grounding, back fill material, concrete pad for slopes, soil samples, and incidentals necessary to complete the work as specified.

INSTALL CAMERA LOWERING DEVICE

DESCRIPTION

The camera lowering device shall be designed to support and lower a standard closed circuit television camera, lens, housing, dome, PTZ mechanism, cabling, connectors and other supporting field components without damage or causing degradation of camera operations. All components of the lowering device shall be installed so that they function properly with other ITS components). The device shall be used in conjunction with concrete support poles. Camera lowering device shall be a Moog CV280-D-SC, Camera Lowering Systems (CLS) CDP-16HD or (CLS) CDPG-16HDBP series or approved equal. Lowering device to be offset a minimum of 90 degrees off access holes. Lowering devices should typically be ordered with 85 feet of lead cable (longer lengths maybe required) and 18 inch pigtail on lowering head. When deemed necessary by the City the Contractor shall furnish longer lead cables as needed per project.

MATERIALS

Top Plate or Arm Mounted Assembly

The headframe assembly shall be designed to bolt to a round cross section on top of pole structure.

The interface and locking components shall be made of stainless steel and or aluminum. All external components of the lowering device shall be made of corrosion resistant materials, powder coated, galvanized, or otherwise protected from the environment by industry-accepted coatings to withstand exposure to a corrosive environment.

The lowering device shall be a "single cable" system, with the control cable remaining stationary in the pole during the lowering process. Camera lowering tool is a LT-1R-11-XX or approved equal.

The only cable permitted to move within the pole or lowering device during lowering or rising shall be the stainless steel lowering cable. All other cables must remain stable and secure during lowering and raising operations.

Camera Mounting Assembly

The camera mounting assembly shall be a two piece design for easy camera mounting.

- Both sections shall be made of corrosion resistant cast aluminum.
- The top half shall be mounted and gasketed to the bottom of the disconnect unit. It shall extend into the cylinder of the disconnect unit and designed to repel water.
- Inside the top half, it shall have provision to mount additional weights for lightweight cameras or other equipment.
- All parts shall be made of extra heavy construction.
- The camera connection box shall be adaptable to all brands of cameras by means of a one and one half inch NPT receptacle.
- The two piece construction shall feature a lower box that hinges down for easy access to wiring. It shall contain a large capacity-splicing compartment for camera power, signal leads, surge suppression equipment, and connectors. The internal cavity shall be a minimum 8.5 inches square X a minimum 4.5 inches deep (per half) with a 1.5 inch NPT female pipe thread centered in the bottom
- All hardware shall be made of stainless steel.

The hoist cable shall be stainless steel wound anti-rotational aircraft cord minimum of 1/8 inch diameter manufactured to meet MIL-W83420C.

Electrical Connection

The coaxial and electrical disconnect unit shall meet or exceed sine vibration tests of 3.5 g's within the frequency range of 5-60 Hz in all three axes for minimum of six 5-minute cycle each axes. It shall meet or exceed random vibration tests of frequency range 60-1000 Hz at .025 g2/Hz applied for 30 minutes in each of the three axes. It shall have results to exhibit no signal or electrical discontinuities greater than 10 microseconds. Tests applicable to Electrical Disconnect Unit and attached component.

The EDU shall have a 3-way tracking guide and support. It shall be constructed of precision cast high strength aluminum alloy 356-T6. A permanently fixed position piece incorporating a special tracking guide system permits the moveable portion of the Disconnect Unit to align in the same position every time the system is operated, thereby eliminating the need to re-orientate the camera. The Electrical Disconnect Unit shall have twin high strength notches securing the load of the Lower Contact Assembly and camera.

The MULTI-CONTACT Connector assembly shall be modular for easy installation and retrofit requirements. All pin and socket contacts shall be insertable and removable. The connector shall have a maximum of 16 copper alloy C14500, size 12 contacts (.095" Dia.) rated at 35 Amps with gold plating per MIL-G-45204. All hardware shall be corrosion resistant stainless steel. It shall have a self-aligning and self-adjusting mechanical system comprised of two principal assemblies:

Two UPPER CONTACT HALVES shall house the socket contacts. It shall incorporate spring assisted polymer contact body with precision-machined guideposts. The socket contact body shall have integral guideposts for precise contact alignment. The composite cable shall be terminated directly into the upper contact halves and shall run splice free to the CCTV cabinet. Composite cable shall be Camera Lowering Systems 663-229-RG59-09 or approved equal.

Two LOWER CONTACT HALVES shall house the pin contacts comprised of spring assisted polymer contact body with precision-machined guidepost receivers. The pin contact body aligns with guideposts of integral socket body guideposts.

The EDU cover shall be a one-piece hydro-spun heavy gauge stainless steel. The unit shall have a guidepost constructed of precision cast high strength stainless steel. It shall utilize a cast-in- place guide bar for precise alignment of Lower Contact Assembly with the fixed portion of the EDU.

CONSTRUCTION METHOD

The lowering device shall not be installed on pole prior to delivery to installation location. After pole is delivered to the location where it is to be erected, the lowering device shall be installed. The clam shell or junction box shall not be mounted prior to pole being set. The Clam shell or junction box shall be mounted after the pole is erected by means of lowering the device and then installing. Care shall be taken while the pole is being erected to insure lifting cables do not rest against or damage lowering device. It is the Contractor's responsibility to insure the lowering device is level and straight after erection of pole, to the satisfaction of the City.

CATALOG CUTS ARE REQUIRED

METHOD OF MEASUREMENTS

Furnishing and installing lowering devices will be measured by each, including all miscellaneous hardware and related work activities as required.

BASIS OF PAYMENT

Installing a lowering device complete in place and accepted by the City, shall be paid for at the per each Contract bid price:

EA	Remove lowering device on existing erected pole
EA	Install lowering device on existing erected pole
EA	Remove and install lowering device on existing erected pole
EA	F/I CLS lowering device on non-erected pole
EA	F/I MOOG lowering device on non-erected pole
EA	Install lowering device non erected pole

INSTALL 332 ITS CABINET ASSEMBLY

DESCRIPTION

This work shall consist of furnishing and installing a Type 170 332 cabinet assembly used to house the transceivers and splice tray equipment to transmit the signals and connect to the fiber optic cable back to the hub building or TMC. Cabinet shall be a Southern MFG. CO. 332 traffic control cabinet 3R 66 ¾''X24 ¼''X30 ¼'', Catalog No. 672430 or approved equal. The equipment cabinet assembly shall include all components, assembly, wiring and materials required in this section. See **Furnish and Install DMS Sign** specifications for components, assembly, wiring and materials required for DMS sign cabinets. The cabinet shell is to be supplied by the CONTRACTOR.

Where references are made to Caltrans specifications, the CONTRACTOR is directed to the Traffic Signal Control Equipment Specifications, as published by the State of California Business, Transportation & Housing Agency: Department of Transportation, Current Edition, and all current addenda. The ITS cabinet assembly, as described below, shall conform to all applicable sections of the Caltrans specifications, South Carolina DOT Standard Specifications and to the supplemental requirements of this section.

GENERAL REQUIREMENTS

The CONTRACTOR shall furnish and install the ITS cabinet assemblies as called for in the Plans and shall conform to all materials and installation requirements of this section.

Identification and Documentation

The manufacturer's name shall only appear on the inside of the front cabinet door along with the cabinet model number, serial number, schematic wiring diagram number, and month/year of manufacture. This information shall be contained on a waterproof, permanently affixed label.

All components of the cabinet assembly, which are mounted on panels, shall be identified on the panels with permanent silk-screen or other printed labels. These components include, but are not limited to, terminal blocks (with all positions numbered and labeled), panel and socket- mounted surge suppressors, circuit breakers, accessory and equipment outlets, and fiber optic communications transmitters/transceivers.

Complete documentation shall be provided with each cabinet. All cabinet documentation, including the maintenance logbook, shall be identified by the site name and ID. All cabinet documentation (except that documentation contained in the maintenance logbook below) shall be on ledger size, non-fading, xerographic black-on-white 20# or greater, bond paper. Four (4) sets of schematic wiring diagrams with complete parts lists shall be supplied with each cabinet. The diagrams shall be drafted in neat workmanlike manner, be completely legible at the specified paper sizes, and be non-proprietary. The diagrams shall identify all circuits in a manner as to be readily interpreted. The diagrams shall include a cabinet drawing, which shall show the equipment layout in a front and rear elevation view and front views of each of the side panels. All equipment shall be labeled on the drawings with the same identifiers as labeled on the panels themselves. All cabinet electrical components and equipment and the ventilation filter shall be identified on parts lists on the wiring diagrams or in the maintenance logbook; the parts lists shall include manufacturer and complete model number. The diagrams shall be stored in the documentation pouch on the door.

The cabinet documentation shall include an equipment list and maintenance logbook. This maintenance logbook shall contain a list of all major removable equipment items in the cabinet and all major items installed outside of the cabinet including, but not limited to, the fiber optic transceivers, multiplexers, along with manufacturer name, model, and serial numbers. The equipment list in the logbook shall contain spaces to enter the communications address, system identifier, and other site-specific configuration information.

The maintenance logbook shall include a minimum of five (5) blank forms for documenting site visits, including the date, time, technician name, and work performed. The maintenance logbook pages shall be standard letter size, three (3) hole punched, 20# or greater, white paper bound in a plastic report cover.

MATERIALS

Standard Cabinet Housing

General Requirements

Unless otherwise specified, all cabinet housings shall conform to the cabinet housing details as defined in Chapter 6, Section 2 (Housing Number 2) and the cabinet housing details of the Caltrans specification. All cabinets shall exhibit a smooth, uniform natural aluminum finish. The police panel and associated wiring circuits are not required as part of this cabinet assembly. All cabinets shall have hooks, welded to the inside of the front cabinet door, for hanging the plastic documentation pouch.

All bolts, nuts, washers, screws, hinges, hinge pins and other related hardware shall be stainless steel.

Unless otherwise specified in the Plans, all equipment cabinet assemblies shall be configured for base-mounting. The cabinet bottom shall be open and set on an approved concrete base. The base may be a prefabricated concrete controller cabinet base. Prefabricated concrete bases shall be set on a 12 inch bed of crush and run leveled and compacted. Cabinet must be level and plumb.

Standard Cabinet Housing

The cabinet housing (see Detail Drawing 1) shall be a standard Model 332 housing with approximate exterior dimensions of 66 inches (H) by 24 inches (W) by 23 inches (D).

All cabinet housings shall be equipped with the standard EIA 19-inch rack cabinet cage as described in Section 3 of the Caltrans specification. Side panels within the two sides of the cabinet cage shall be installed as. Each side panel shall be fabricated from 5052 sheet aluminum alloy with a minimum thickness of 0.125 inches.

The cabinet housing shall be equipped with a rack-mounted fiber interconnection panel or Gator patch and appropriate fiber jumper cables between the interconnection panel and the fiber optic transceivers. The fiber interconnection panel shall be no more than one rack unit high (1.75 inches) and no more than 12 inches deep (Multilink FRM012X, Siecor C-MIC-012 or approved equivalent). The panel shall be fabricated from aluminum or painted steel and shall include an easily accessible enclosed compartment with fiber routing guides, cable strain-relief guide and grounding lug. Cable entry holes closed with rubber or soft plastic poke-through grommets shall permit cable entry from the rear, sides or bottom of the enclosed compartment. The panel shall be capable of terminating a minimum of 144 fibers. A minimum of two (2) single-mode ST connectors shall be provided to

terminate the fibers in the fiber drop cable as shown in the Plans. The ST connectors furnished with the fiber interconnection panel shall be fully compatible with the ST connectors terminated onto the fiber drop cable and the fiber jumper cable. All ST connectors in the fiber interconnection panel shall be identified in the cabinet documentation by type (UPC, single-mode, ceramic, composite, etc.).

The cabinet housings shall be equipped with a cabinet sliding drawer. The drawer shall be an aluminum storage compartment mounted in the rack assembly with the approximate following dimensions: 1.75 inches (H) x 16 inches (W) x 14 inches (D). This compartment shall have telescoping drawer guides to allow full extension from the rack assembly. When extended, the storage compartment shall open to provide storage space for cabinet documentation and other miscellaneous items. The storage compartment shall be of adequate construction to support a weight of 25 lb. when extended. The top of the storage compartment shall have a non-slip plastic laminate attached, which covers a minimum of 90% of the surface area of the top.

Internal Cabinet Assembly Components and Wiring

General Requirements

Unless otherwise specified in the Plans or approved by the Traffic Signal Systems operations manager, all field ITS cabinet assemblies shall be constructed in conformance with this section including all detail drawings, all applicable provisions of the South Carolina DOT Standard Specifications for Traffic Signal Equipment, and applicable provisions of the Caltrans specification including Chapter 6, Section 5. The field hub cabinet shall not include the power supply assembly, power distribution assembly, input file, output file, monitor unit assembly, field terminal hookup blocks, and related wiring assemblies as described in Chapter 6, Sections 4, 5 and 6 of the Caltrans specification.

A plastic documentation pouch shall be provided to store the cabinet and equipment documentation. The pouch shall be side-opening, resealable, opaque, and be of a heavy-duty plastic material. The pouch shall have metal or hard-plastic reinforced holes for hanging from hooks included on the cabinet door. The pouch shall be of the size and strength to easily hold all wiring diagrams, equipment documentation and the maintenance logbook.

Wiring, Conductors and Terminal Blocks

All conductors, including those in jacketed cables, shall be stranded copper except for earth ground conductor, which may be solid copper. All wiring shall be neatly arranged, firmly laced or bundled, and mechanically secured without the use of adhesive fasteners. All wiring and cabling shall be routed and secured to avoid sharp edges and to avoid conflicts with other equipment or cabling. All wiring shall terminate on a terminal block, strip, bussbar, or device clamp or lug; no splicing of any wiring is permitted. All conductors for 120VAC circuits shall be minimum #18 AWG except for the 120VAC supply circuit for the camera and pan/tilt unit, which shall be as specified for that wiring in other sections of this specification.

Components and Equipment

The cabinet assembly shall include a thermostatically controlled fan **(fan shall be furnished and installed with a fan guard)** as described in the Caltrans specification. An RC network noise suppression filter shall be included in the fan circuit. The thermostat shall be set to turn on the fan when the cabinet internal temperature exceeds 86□□F.

Surge Suppression
The cabinet shall have a model 4000 Hawk modular power unit or approved equal.

INSTALLATION

All cabinet assemblies which includes the concrete base shall be installed where shown on the Plans and shall be plumb and level. The cabinet assembly shall be provided with a grounding system in accordance with the Traffic and Transportation Standard Specification for ITS Grounding. The CONTRACTOR shall measure the resistance to ground in the presence of the Traffic Signal Systems operations manager and it shall be <15 ohms. The ground conductor between the cabinet grounding terminal and the ground rod shall not be spliced. The cabinet assembly grounding system shall be connected to the camera pole ground grid and the electric power service ground in the 17X30X28 pull box placed within five feet of cabinet to form a complete grounding system. Any installations being installed on steep slopes or hills the Contractor shall furnish and install a level 12'X12' class A concrete pad for access and maintenance purposes, at no additional cost to the City. Cabinets shall be installed approximately five feet from the CCTV pole, insuring that the cabinet will not interfere with the lowering tool. The Cabinet shall be placed so that the equipment side is facing away from the pole or DMS sign location. The Traffic Signal Systems operations manager shall designate the cabinet location in the event the cabinet has to be set further than five feet from the CCTV pole. The DMS sign cabinets shall be located 75 feet in front of the sign structure with the equipment side of cabinet facing away from sign.

All cabling and wiring entering the cabinet housing shall be enclosed in conduit. A spare 2" conduit shall be installed for future use. All cabling and wiring inside the cabinet, including field wiring, shall be secured and neatly dressed and shall have sufficient slack [minimum two (2) feet] for cabinet equipment maintenance and re-termination of the field wiring. Fiber drop cables into the cabinet shall be routed to provide as much physical protection as possible, shall be secured through the cabinet, and shall be strain-relieved within the fiber termination unit.

CERTIFICATION

Prior to installation, the CONTRACTOR shall submit to the Traffic Signal Systems operations manager design details and drawings in complete evaluation of the materials, and comparison with these specifications. Any exception to these specifications must be stated in writing at that time.

GUARANTEE

The CONTRACTOR shall furnish the Traffic Signal Systems operations manager with any warranties or guarantees on all electrical or mechanical equipment that are provided by the manufacturer or vendor, as customary trade practice.

The CONTRACTOR shall warranty and/or guarantee the satisfactory in-service operation of all electrical or mechanical equipment and related components, for a period of six (6) months following project final acceptance.

CATALOG CUTS ARE REQUIRED

METHOD OF MEASUREMENT

Cabinet assemblies furnished and installed will be measured by each type and erected in place as shown on the Plans including miscellaneous electronics, wiring, electrical connections, concrete bases, concrete pads for slope installations and all related hardware.

BASIS OF PAYMENT

Installing an ITS cabinet assembly complete in place and accepted by the CITY, shall be paid for at the per each Contract bid for:

EA F/I poured in place cabinet base for 332 cabinet

EA Furnish pre Fab cabinet concrete base for 322 cabinet

EA Install pre Fab cabinet base
EA Install 332 cabinet
EA Install 336 cabinet on pole
EA Remove 332 cabinet
EA Remove 336 Cabinet
EA Remove pre fab concrete cabinet base and fill dirt

Which shall be full compensation for all materials, equipment, labor and incidentals necessary to complete the work as specified.

FURNISH AND INSTALL ELECTRIC FLUSH UNDERGROUND ENCLOSURE

DESCRIPTION

This work shall consist of furnishing and installing ELECTRIC FLUSH UNDERGROUND ENCLOSURE (service boxes) at the locations determined by the Contractor and SCDOT and in accordance with these Specifications. The service box shall consist of a box and cover, installed over a min. 6 inches of aggregate. The service box is intended for use for the power supply for the cameras and detection devices and is intended for use of coil of fiber optic cable and future splice of the fiber optic cable near bridge decks. **The Contractor is cautioned that some boxes may be installed over existing conduit with existing cable. The Contractor is responsible for installation without damage to the existing items. Any damage shall be repaired by the Contractor at no cost to the City. Any damage to the existing fiber optic cable shall be repaired within twelve (12) hours of damage. A penalty of $100.00 per hour shall be imposed for every hour past twelve that it takes to repair existing fiber cable. Service boxes shall be Armorcast A6001430TAPCX30 furnished with a two- piece non-skid cover or approved equal. All Electrical Pull Boxes shall be an Armorcast A6001640TAPCX28 or approved equal.**

It shall be installed on in the dirt, at the depth so as the top is flush with the ground.

MATERIALS

Shall meet the following requirements:

The service box (box and cover) shall consist of a base having an open top (the box), with a separate removable two piece cover. . They shall be GRAY IN COLOR. Two piece covers shall have the LEGEND "SCDOT Fiber optic" or "SCDOT Electrical", as required. They shall use HEX-HEAD stainless steel bolts. The PHYSICAL FEATURES AND THE NOMINAL SIZE AND DIMENSIONS for the box and cover, are shown on the Standards or the Design Details, and are listed below:

	WIDTH	LENGTH	DEPTH
SERVICE BOX:	30in.	48in.	30in.
Pull Box	17''	30''	28''

(Pull, Service, Splice box for fiber optics and for electric services when deemed necessary by the engineer)

Design Load

Boxes shall be designed to survive a tandem wheel load specified by AASHTO H 20-44, being 32,000 pounds (14,514.9 kg) per axle, or 16,000 pounds (7257.6 kg) per tandem wheel pair. This 16,000 pound (7257.6 kg) dead load shall be multiplied by 1.3 impact factor, to obtain the DESIGN TEST LOAD OF **20,800 pounds** (9434.7 kg). Thus, boxes shall be designed and tested for the following test loads: Cover- vertical load 20,800 pounds distributed over a 10 in. x 20 in. area (9434.7 kg over .254 x .508 m). Box- vertical load 20,800 pounds distributed over a 5 in. x 20 in. area (9434.7 kg over .127 x .508 m). Box- lateral load of 600 pounds per square foot (28728 Pascals). The cover deflection shall be less than 0.5 inch (1.27 cm); and the box deflection less than 0.25 in./ft. of length (.635 cm/.3 m).

(Because of quoted references, English units are first.)

Western Underground Committee (WUC)

Using the above specified loads, the service boxes shall meet or exceed the WUC "Recommended Guide No. 3.6, Non-Concrete Enclosures". Structural requirements shall include: testing for vertical load on cover; vertical load on box; lateral load on box. Further they shall meet WUC recommendations for: accelerated service per ASTM D-756; chemical resistance per ASTM D-543; simulated sunlight resistance per ASTM G-53; plus water absorption; and flammability. Covers shall be skid-resistant, with a minimum coefficient of friction of 0.5.

Concrete

Concrete for patching shall be DHPT Class A, mixed and installed in accordance with Section 700 of the STANDARD Specifications.

Aggregate

Crushed stone for the service box shall be DHPT Aggregate Numbers 5 or 57. Service boxes shall be set on a min.36'' X 54'' bed of aggregate min. 6 inches deep.

CERTIFICATION

The Bidder shall provide certification from the manufacturer or vendor that the above material specifications have been met, including written results for Western Underground Committee tests.

CATALOG CUTS ARE REQUIRED

The CONTRACTOR shall provide the CITY with all guarantees offered by the manufacturer.

CONSTRUCTION METHODS

Construction

The service boxes shall be constructed as indicated in the Design Details or the Standards, at locations shown on the Plans.

The service boxes shall be constructed such that when the box and covers are in place, they are flush with the adjacent pavement, ground, or sidewalk, as shown in the Design Details or the Standards. Patching concrete shall be placed around any box installed in pavement.

Boxes shall be placed at least 0.3 meters (one ft.) behind the curb-line or edge of roadway or as shown on the Plans.

Conduit

See FURNISH AND INSTALL CONDUIT Specifications.

Conduit shall enter the box at the bottom and extend at least six inches above the aggregate.

Conduit shall enter from the direction of the run unless otherwise permitted by the Engineer

All metallic conduit ends within the box shall have grounding bushings with plastic inserts; and shall be bonded with one another with #6 AWG bare copper ground wire. Plastic conduits shall have end bushings to prevent chaffing.

After the electrical/communication cable is placed, the completed conduit ends shall be packed with "duct-seal" or other equivalent material to prevent water from entering the conduit. Spare conduit shall be capped.

Grounding

Service box shall have one 5/8" X 8' copper clad ground rod installed for grounding of detectible muletape or tracer wire for fiber optic cable. The Detectable muletape conductors shall be bonded to the ground rod with a mechanical ground rod connector. Ground rod shall extend 6 to 8 inches above aggregate. There shall be a min. three feet of slack on detectible muletape.

All service boxes shall have accurate GPS coordinates with accuracy of 3 feet or less marked on as-built plans. GPS coordinates shall be obtained using a City approved device. All service boxes shall have a red or orange passive marker ball with a frequency of either 101.4KHZ for fiber or 169.8KHZ for electrical that is compatible with a MetroMark passive marker locator 760Dx or approved equal. All service boxes shall have a 16'' RED or ORANGE Top (as required) above ground cable marker type PNA Dome Pack cable post marker 3'' dia., 6' long or approved equal.

CATALOG CUTS ARE REQUIRED

METHOD OF MEASUREMENT

Furnishing and installing service boxes complete in place and accepted by the City including box, two piece cover, aggregate, patching concrete, ground rod, ground wire, ground bushings, sealing, and all miscellaneous hardware and incidentals required, shall be paid for at the per each Contract bid for:

BASIS OF PAYMENT

EA	F/I service box
EA	Install service box
EA	F/I pull box
EA	Install pull box
EA	F/I marker post
EA	Install maker post

Furnishing and installing service boxes, accepted and measured as provided above, and including materials, equipment, labor and other incidentals.

FURNISH AND INSTALL WOOD POLES

DESCRIPTION

This work consists of furnishing and installing CCA treated wood poles for electric services, of the types and sizes shown on the Plans, in accordance with these Specifications, and in close conformity with the lines shown on the Plans, or as established by the Engineer. Each wood pole installation shall include all related overhead and underground hardware, and back guy assemblies as provided elsewhere. See Furnish and Install Wood Poles.

MATERIALS

Materials used shall meet the following requirements:

Wood Pole

Wood

Each pole shall be Southern Yellow Pine, which is cut, stored, seasoned, and manufactured in accordance with specification ANSI 05, 1-19-79. Prohibited defects include: red heart, shakes in the tops of poles, short crooks, double-sweep, splits or through-checks, nails & spikes, and excessive knots.

Scars shall not be deeper than 2.5 cm (1 inch), nor longer than one (1) metre (3 feet). Poles shall not have excessive butt-swell, nor more than one twist per pole length. Sweep in two planes is prohibited.

Straightness
All poles shall be straight to the extent that a line drawn from the center of the butt end, to the center of the tip end shall lie within the middle two-thirds of the body of the pole at all points. Poles shall also be free from short crooks, in which the surface deviation from straightness in any 1.5 metres (5 feet) of length exceeds 38 mm (1.5 inches) at any location, as determined by a straight edge.

Treatment
Each pole shall be prepared and pressure-treated in accordance with American Wood Preservers Association (AWPA) Standards C1, C3, C4, and M1. Treatment shall be "SALT TREATED", CCA-CHROMATED COPPER ARSENATE, and shall conform to AWPA Standard P5. The retention of the treatment shall be tested in accordance with AWPA Standard M2. The minimum penetration shall be 7.6 cm (3 inches), or 90 percent of the sap-wood. The retention shall be at least 9.6 kegs per cubic metre (0.60 POUNDS PER CUBIC FOOT), as determined by AWPA Standards.

Size
EACH POLE SHALL BE CLASS II. THE LENGTH SHALL BE EITHER:

10.7 METRE (35 FEET) -or- 12.2 METRE (40 FEET) as stated on the Plans.

Brand
Each pole shall have a "brand" 3.6 metres (12 feet) above the butt-end, showing the Manufacturer. Plant-location with month and year of treatment, "Southern Pine CCA 0.60 (9.8)", and the Pole Class and Length. A Metal Tag showing Pole Length and Class shall be fixed to the butt-end; and the Length and Class shall be stamped on the top-end.

Inspection
Each pole shall have the "Brand Mark" of an inspection-company that has been approved by the City.

Back-Guy Anchor
Wood Poles for traffic signal usage, require the installation of one-or-more back-guy cable assemblies, as needed. (See BACK-GUY.) The installation shall be made in accordance with the Installation Details, or the Standards.

Ground Wire
Each pole shall be grounded in accordance with the Installation Details or the Standards. A No. 6 AWG, SOLID, bare-copper ground wire (ASTM B2) shall run the length of wooden poles, and extend 15 cm (6 inches) above the top end.

Ground Rod
The Ground Rod shall be copper-clad, conforming to RUS 13, having a minimum size of 1.6 CM DIAMETER BY 2.4 METRES IN LENGTH (5/8 inch by (8 feet). A ground rod clamp shall also be used (heavy duty bronze or brass).

CONSTRUCTION

Location
The general location of each pole is shown on the Plans. The Contractor shall determine the final location of the pole, which shall be approved by the Engineer. Consideration shall be given to the property lines, underground utilities, and overhead clearances (including the guy anchor assembly).

Hole
A hole shall be drilled TWO METRES (6 feet) DEEP, or as shown on the Plans. The diameter shall be larger than the pole by approximately 10 cm (4 inches) all around. The hole shall be of uniform diameter, and cleanly augured.

Sidewalk
When the pole is installed in a side walk, then the hole shall be cleanly cut 15 cm (6 inches) larger than the pole on all sides. After installation of the pole, and back filling the hole, then expansion joint material shall be placed around the pole, and tacked in place. Conduit running to the pole shall be installed at this time, in the cut. Concrete shall be poured around the pole to a depth of 10 cm (4 inches) and neatly troweled level. This work shall be considered incidental to pole installation, unless a pay item has been established for concrete patching or side walk.

Installation
Poles shall be vertical, except at corners, where they shall be RAKED away from the strain, 5 to 10 cm (2 to 4 inches) per 3 metre (10 feet) length. Back guy assemblies shall be installed in line with the strain of each span wire. After installing, the hole shall be back-filled with clean earth or sand (no rocks or debris), placed in 30 cm (1 foot) layers; each layer moistened and compacted. Excess earth shall be removed from the site. (A 5 cm (2 inch) mound around the pole base is acceptable.)

Utility Poles
Where poles are to be used for joint-use UTILITIES, they shall be installed in accordance with all local codes, and with the requirements of the Utility Company. Cross Arms shall be provided if required by the Utility Company.

Grounding
Each pole shall have a No. 6 Bare SOLID copper ground wire running the entire length. The ground wire shall be securely attached and bonded while the wood pole is lying on the ground. It shall extend 15 cm (6 inches) above the top end, have a 60 cm (2 foot) coil (slack) at the top end, and extend down to the bottom, and have another 60 cm (2 foot) coil on the bottom end. The ground wire (and the coils) shall be attached using galvanized 30 mm (1-1/2 inch) wire staples, on 60 cm (2 foot) centers above 3 metres (14 feet), and on 30 cm (1 foot) centers below 3 metres (14 feet). (The spacing change will be at 2.4 metres 8 feet) above grade.)

Ground Rod
One wood pole at each intersection shall have a GROUND ROD. Usually this would be the pole having the electrical service from the Power Company. The ground rod shall be driven vertically into the earth, until it extends about 5 cm (2 inches) above local grade. Then a separate No. 6 AWG bare,

STRANDED copper wire shall be used to bond the electrical service and the overhead cable (and pole ground wire) system to the ground rod, using a grounding clamp.

Back Guying

Wood poles used to support service wire and messenger cables could require back guying, especially at turns. (See BACK GUY.) It is the responsibility of the Contractor to install sufficient numbers of back guy assemblies, to insure the stability of wood pole installations. This may include: double-guying; extra-large anchors; or Re-guying Utility Company poles. The Contractor shall inform the Engineer when additional back guy assemblies are required. When the back guy is installed in a side walk, then the procedures of paragraph 2.3 above shall be followed.

ACCEPTANCE

Acceptance of each wood pole shall include checking for the pressure-treatment inspection company Brand Mark, plus visual inspection by the Engineer. The visual inspection shall be made of the pole, overhead cables, grounding, and back guy assembly. The complete installation shall be structurally sound, and the final pole placement shall be vertical, or raked as specified. Poles NOT meeting this inspection shall be replaced by the Contractor, without further cost to the project.

CATALOG CUTS ARE REQUIRED

METHOD OF MEASUREMENT

Furnish and install Wood poles as indicated below. Wood poles utilized in the installation of electric services, will be included in the pay item for Electric Services. There will be no additional payment for furnishing wood poles, back guys, strand wire, including grounding, and all miscellaneous hardware and related work activity as required FOR ELECTRIC SERVICES..

BASIS OF PAYMENT

EA	F/I 30' wood pole
EA	Install 30' , 35' or 40' wood pole
EA	Remove 30', 35' or 40' wood pole including fill
EA	F/I 35' wood pole
EA	F/I 40' wood pole

FURNISH AND INSTALL STEEL CABLE

DESCRIPTION

This work shall consist of furnishing and installing splice-free lengths of Steel Cable with cable supports, installing back guys, etc., at locations shown on the Plans or as established by the Engineer.

MATERIALS

Materials shall meet requirements listed below:

Fabrication

Steel Cable shall be fabricated of seven (7) steel wires, Class A double galvanized in accordance with ASTM A-475, and twisted into a single concentric strand to conform with the following schedule:

Diameter mm	(inches)	Strand Size (AWG)	Tensile Strength Newtons (pounds)
6.35	(1/4)	14	14,011 (3,150)
9.53	(3/8)	11	30,913 (6,950)

Usage

Span Wire

All Steel Cable used as span wire shall be 9.53 mm (3/8 inch) in diameter, unless otherwise noted on the Plans.

Messenger Wire

All Steel Cable used as messenger shall be 6.35 mm (1/4 inch) in diameter, unless otherwise noted on the Plans.

Tether Wire

All Steel Cable used as tether wire shall be 6.35 mm (1/4 inch) in diameter, unless otherwise noted on the Plans.

Back Guy

All Steel Cable used for back guying shall be 9.53 mm (3/8 inch) in diameter, unless noted otherwise on the Plans.

Cable Supports

Aluminum Tie-wrap

Cable Supports shall be Flat Aluminum Armor Tape, 1.2 mm (0.05") Thick X 7.6 mm (0.30") Wide, typically furnished in 4.5 kg (10 pound) coils.

Where specifically required, Support Rings (also called "cable rings", "messenger rings") shall be galvanized in accordance with ASTM A-153, and the design approved by the Engineer, and shall be 3 to 8 cm (2 to 3 inches) in diameter (to contain the Electrical Cables), and sized to specifically match the Steel Cable.

Miscellaneous Hardware

All hardware and fittings shall be of the type shown on the Standards or the Construction and Installations Details.

All hardware and fittings shall be made of galvanized steel or non-corrosive metal. The tensile strength of all hardware shall be equal-to or greater-than the Steel Cable installed.

All oval eye-bolts used to connect the automatic compression dead-end clamps to wooden poles, shall be 1.9 cm (3/4 inch) diameter. S-hooks shall be the same diameter as the cable. Fiberglass insulators shall be fabricated from epoxy-resin impregnated fiberglass strands, and have a tensile strength fifty (50%) percent greater than the Steel Cable.

CERTIFICATION

The Bidder shall provide a Certification from the Manufacturer or Vendor, that the Steel Cable has been tested to meet or exceed the required tensile strength.

CONSTRUCTION METHODS

Span Wire

General

All Span Wire shall be installed as shown the Standards, or on the Construction and Installation Details. Note that different methods and materials are required for Wood Poles and Steel Poles.

Before erecting the Span Wire, the Contractor shall determine the length of cable required to span the distance indicated on the Plans. Sufficient additional length shall be allowed to compensate for sag, pole connections, and adjustments, to make the whole assembly consistent with the Design Details, or the Standards. NO MID-SPAN SPLICES SHALL BE PERMITTED.

The Span Wire shall not be permanently "tied-off" until all signal heads, signs, and cables are in place.

Set the Span Wire so that the height of the installed signal heads, including all hardware, shall conform to the clearances shown on the Standard Drawings.

The Contractor shall not erect any Span Wire which lays on, or is likely to rub a Utility Company's cable. If a Span Wire, as erected, is within 15 cm (6 inches) of any other cable, wire, or structure, it shall be protected with plastic wire-guarded by the Utility Company, or by the applicable electrical Code, strain-type fiberglass insulators shall be installed pan Wire shall not be permanently "tied-off" until all signal heads, signs, and cables are in place.

When required by the Utility Company, or by the applicable electrical Code, strain-type fiberglass insulators shall be installed permanently "tied-off" until all signal heads, signs, and cables are in place

The Span When required by the Utility Company, or by the applicable electrical Code, strain-type fiberglass insulators shall be installed.

Cables from STEEL POLES

Steel Poles are essentially electrical conductors.

A. A Roller Type Pole Clamp shall be used, attached at the proper height.

B. The free-end of the cable shall be secured with a 15 cm (6 inch) galvanized steel clamp, with 16 mm (5/8 inch) galvanized bolts. The clamp shall be placed

approximately 30 cm (1 foot) from the pole. Cable-grips are not permitted.

C. The ends of the cable shall be covered with "servisleeves" to prevent unraveling.

D. The SAG shall be THREE (3%), TO FIVE (5%) PERCENT, fully loaded.

Cables from WOODEN POLES
Wooden poles are essentially electrical insulators, and thus require extensive GROUNDING and BONDING procedures, as shown on the Construction and Installation Details, and the Standards.

A. The SAG shall be typically FIVE (5%) PERCENT, fully loaded.

B. The height of attachment shall be sufficient to provide the required road-clearance, including sag.

C. Shall be installed in accordance with the requirements of the Utility Company.

D. May require the installation of a back guy assembly as required in FURNISH AND INSTALL BACK GUY.

E. Shall be electrically bonded.

Messenger Wire
Where Messenger Wire is attached to traffic signal poles, it shall be installed in the same manner as specified for span wire, but with relatively little sag.

Where Messenger Wire is attached to utility poles, it shall be installed in accordance with the UTILITY COMPANY'S SPECIFICATIONS.

Tether Wire
Where Steel Cable is specified to tether signal heads and/or traffic signs, it shall be installed as indicated on the Construction Details, or Standards. Generally, galvanized S-hooks should be usedat the pole ends to permit "break-away" action.

Back Guy
See FURNISH AND INSTALL WOOD POLES. See FURNISH AND INSTALL BACK GUY. See the CONSTRUCTION AND INSTALLATION DETAILS.

Cable Supports
Cable supports shall be used to support electrical cables from span wire and messenger wire. Cable Supports shall be spaced at 25 CM (10 INCH) INTERVALS.

When Aluminum Tie-Wraps are used, they shall be installed by wrapping 3-full turns TIGHTLY around the bundle formed by the steel cable and all electrical cables, then cutting off from the tape coil.

METHOD OF MEASUREMENT

Steel Cable of the SIZE specified shall be measured by the LINEAR FOOT (METRE) of material as actually placed, which shall include cable supports, clamps, insulators, and all other miscellaneous hardware and fittings.

Steel Cable used for back guying electric services, is included under Furnish and install Electric Service.

BASIS OF PAYMENT

LF F/I ¼" Galv steel cable with hardware for messenger

FURNISH AND INSTALL BACK-GUYS

DESCRIPTION

This work consists of furnishing and installing Back-Guy cable assemblies to secure wood poles, at locations shown on the Plans, and in accordance with these Specifications, and the Installation Details and Standards.

RESPONSIBILITY

It is the responsibility of the CONTRACTOR to assure that the number and size of Back-Guy assemblies is fully sufficient to anchor every wood pole, corner messenger cable pole, and Utility Company pole (where required).

MATERIALS

Materials used shall meet the following requirements:

Assembly

From the top-down, a Back-Guy Assembly shall consist of: eye-type thru-bolt, guy-hook, strandvise, jumper- bonding clamp, the steel cable (10 mm (3/8-inch) guy-cable stranded), another strand vise, and a Screw-type guy anchor.

Rust Proof

All parts shall be as shown on the Installation Details or the Standards. All hardware shall be hot-dip galvanized in accordance with ASTM Standard A-153.

Parts List

Acceptable parts are listed below:

Guy Anchors - One piece screw type guy-anchors shall conform to EEI-TD-2, 25 mm (1 in.) diameter, 2.4 METRES (8 FEET) LONG, thimble eye type. (Joslyn No. J-6550-WCA or approved equal)

Guy Guards shall be Joslyn J5518 or approved equal yellow plastic (PVC) sunlight resistant, 2.4 metres (8 ft.) long.

Spool Insulators shall be a Joslyn J101 or approved equal.

Neutral Spool bracket (Clevises) shall be a Joslyn J251 or approved equal.

Machine Bolts shall be Joslyn J8812 through J8818 or J8912 through J8918 or approved equal.

Lock washers shall be Joslyn J139 or J140 or approved equal.

Reliable Universal Strandvise (or approved equal) shall be used for guy and messenger cable deadends.

Oval Bolts shall be Joslyn J9412 through J9418 or J9512 through J9518 or approved equal.

Oval Eye Nuts shall be Joslyn J1092 or J1093 or approved equal.

Square Washers shall be Joslyn J1074 or J1078 or approved equal.

Curved Square Washers shall be Joslyn J6822 or J133 or approved equal.

Cable- SEE FURNISH & INSTALL STEEL CABLE; using the 10 MM (3/8 IN) DIAMETER CABLE SIZE.

Cable Clamps: 3-bolt clamps shall conform to EEI-TDJ-23, (100 mm (4 in.) and 150 mm (6 in.) sizes)

Nuts shall be Joslyn J8563 or J8564-1 or approved equal.

Side-walk Bridge-over shall be Joslyn J1502 and J1501 with galvanized ridged conduit between or approved equal.

Lag Bolts shall be Joslyn J8652-1/2HH or J8754P or approved equal.

Guy Attachments (Hooks) shall be Joslyn P134AXW or approved equal.

Bonding Clamps shall be Joslyn J8300 or approved equal.

CONSTRUCTION

A Back-Guy Assembly shall be installed: 1) Where shown on the plans; 2) In conjunction with installation of Steel Cable as span wire; 3) In conjunction with the installation of a wooden pole; 4) Where required by the Utility Company to "dress" pole to which signal equipment is attached; or, 4) At corner/turning wood poles that are used for messenger cable runs.

The installation of the wood pole, Back-Guy Assembly, and the span wire, shall have the construction staged for the safety of the motorist, pedestrian, and ITS construction worker.

See WOOD POLE.

The span wire, service wire, and Back-Guy Assembly shall be stretched, adjusted, and then RE-ADJUSTED to produce the specified amount of span wire sag, the proper clearance, and still create a nearly vertical wood pole.

The CONTRACTOR shall assure that the Back-Guy Assembly is sufficiently strong to handle the pull of all span wires. This shall include consideration of the earth/soil type into which the ground anchor is buried. The CONTRACTOR shall furnish EXTRA LARGE ANCHORS and/or MULTIPLE-ANCHOR ASSEMBLIES if needed. Special anchors shall be used for solid rock.

Where a pedestrian sidewalk is adjacent to a wood pole, the CONTRACTOR shall furnish as an incidental item, a sidewalk "bridge-over" assembly.

The compass angle of the Back-Guy shall be reasonably IN LINE with the strain of the overhead cable: that is, in line with each span wire. Thus most signal poles should have two (2) Back-Guys, installed at right angles to each other. The use of a single diagonal Back-Guy is generally unacceptable.

The Back-Guy shall be installed (wherever possible) to provide as a minimum: rise=2 / run=1 (i.e. 2/1). For example, if the Back-Guy is attached at 8 metres (26 feet), the anchor should be at a minimum of 4 metres (13 feet) from the pole. This corresponds to an angle with the earth of about 60 degrees.

All work shall be performed within the public Right of Way, and particular care shall be taken to assure that the Back-Guy does not extend into private property.

The Back-Guy shall be installed where it will not interfere with traffic, giving particular attention to private driveways. Where damage is likely(say, edge of driveway), then a STEEL GUY GUARD shall be installed to protect the cable. When shown on the Plans, a CONCRETE TIRE/WHEEL STOP (curb) shall be placed at the base of the Back-Guy, anchored/pinned with 400 mm (2 ft.) pieces of reinforcement bar.

NO splices shall be allowed in the steel cable.

INSPECTION

The Engineer shall inspect each installation of wood pole, span wire, and Back-Guy, for proper clearance, dress, and tension. At the direction of the Engineer, the CONTRACTOR shall re-install or replace improper Installations, without further compensation.

CATALOG CUTS ARE REQUIRED

METHOD OF MEASUREMENT

Furnishing and installing Back-Guy Assemblies will be paid as listed below except when for electric services which will be included in the pay item for Electric Services. There will be no additional payment for furnishing wood poles, back guys, strand wire, including grounding, and all miscellaneous hardware and related work activity as required.

BASIS OF PAYMENT

EA	F/I back guy for wood pole including cable, anchor, hardware, and ground
EA	F/I sidewalk guy for wood pole including cable, anchor, hardware, and ground
EA	F/I Aerial guy including all hardware and cable

Which shall be full compensation for furnishing all materials, equipment, labor, and incidentals necessary to complete the work as specified.

REMOVAL SALVAGE AND DISPOSAL OF EQUIPMENT AND MATERIALS

DESCRIPTION

This item consists of the Removal and Salvage, or the Removal and Disposal of equipment and materials, during the construction of this project. Construction includes new installations, and the modification, or removal of existing ITS devices. It shall be disposed of, as stated below:

GENERAL

Removal and Salvage

These items are to be carefully removed from the job site, salvaged, and returned to the City. The items of major equipment to be salvaged are listed on the Plans. The Contractor shall deliver, (and obtain a RECEIPT for), the salvaged equipment, to:

City of Charleston
Traffic and Transportation
1906 Meeting St.
Charleston, SC 29405

Contact the ITS Traffic Signal Systems Operations Manager at (843) 724-7379 or (843) 973-7288 for deliveries.

Disposal

Material NOT to be salvaged shall be removed from the job site, become the property of the Contractor; and should be properly disposed of by the Contractor, at an APPROVED LAND FILL (or material reclamation yard). Any materials designated as HAZARDOUS WASTE shall be disposed in

accordance with regulations enforced by the SC Department of Health and Environmental Control (DHEC), Bureau of Solid and HAZARDOUS Waste; (803)-734-5000 for information.

Inspection
Removal and disposal quantities will not be measured as pay items, but shall be included in the price bid for Removal, Salvage, and Disposal. FINAL ACCEPTANCE and Final Payment will be withheld, if the Contractor has not removed unneeded equipment from the job site, and if the Contractor cannot present RECEIPTS from the Shop showing that the salvaged equipment has been delivered to the City as specified.

Holes
Every hole caused by removing old equipment shall be filled THE SAME DAY. It shall be back-filled, compacted, and reseeded/sodded, to the satisfaction of the Engineer. Holes in PAVEMENT shall be cleanly side-trimmed, then brought to grade and finished with the same paving material as the adjacent pavement. Sidewalk "squares" shall be completely replaced (complete square), using forms and expansion material.

SPECIFIC ITEMS

Controllers and Cabinets
Prior to removal, every cabinet, controller, camera, concrete pole, fiber optic cable, fiber optic transceiver, modem, data share unit and other major equipment item shall be clearly tagged with the location address from which it is being removed. Then, each piece of equipment shall be carefully removed from the cabinet and boxed. The pins and threaded portion of the connectors shall be protected with plastic covers, or the harnesses left in place to prevent damage. The cabinet with all other related equipment (drawer, power unit, etc.) may then be removed and transported intact. The foundations of ground-mounted cabinets shall be removed completely, or cleared to 0.3 meters (1 ft.) below ground. If the cabinet foundation is a prefabricated concrete base it shall be removed and turned in to the City.

Cameras
Cameras units to be removed and salvaged shall be carefully dismounted, keeping as much of the hardware intact as possible. During the removal and delivery, special care should be taken to prevent damage to the domes.

Metal Poles
This includes the removal and salvage of strain poles, pedestal poles, and their related hardware (pole caps, bolt covers, hand hole covers, nuts, transformer bases, etc.). The pole foundations shall be removed completely, or cleared to 0.3 meters (1 ft.) below ground.

Where shown on the Plans, some pole or cabinet foundations may be designated for complete removal (road widening, etc.). In these cases the concrete base shall be loosened, pulled out of the hole, and disposed.

Wood Poles
Wood Poles that are not utilized in the new ITS system, and are not required by other utilities, shall be removed. The Engineer shall make the determination whether each wooden pole shall be salvaged or disposed. Back guys, grounding systems, and miscellaneous hardware shall be disposed.

Concrete Poles
Concrete poles shall be carefully removed and turned in to the City. Care shall be taken to insure the pole is not damaged during removal or delivery. If the pole is set in concrete the Contractor shall carefully chip the concrete away from the pole before delivering to the City.

Miscellaneous Equipment
Minor equipment shall be removed from the site and discarded. This includes steel cable, electrical cable, conduit, and signs, concrete pads, and splice boxes/pull boxes/hand boxes not utilized in the new ITS design. Underground conduit and detector loops not utilized, shall be abandoned in place.

METHOD OF MEASUREMENT
The Removal, Salvage, and Disposal of ITS materials and related equipment, will not be measured, but shall be paid as a Lump Sum item covering all locations named in the Contract. The related costs of transportation, disposal, concrete, pavement repair, etc., will not be measured for payment, but shall be included in the bid price of Removal, Salvage, and Disposal.

BASIS OF PAYMENT
The Removal, Salvage, and Disposal of equipment and materials, shall be paid at the Contract price bid for

EA Disposal of concrete and concrete poles

Which shall be full compensation for the removal, salvage, and disposal, with transportation, and for all labor, equipment, materials and incidentals to perform the work as specified

FURNISH PARTS AND MATERIALS FOR ITS MAINTENANCE

DESCRIPTION
Many situations will require that the Contractor provide parts, materials and incidentals for this contract. This specification describes the method of payment for parts and materials furnished by the Contractor in order to perform ITS Installations and Maintenance.

METHOD OF PAYMENT
When replacement parts, materials and supplies are furnished by the Contractor in order to perform the requested ITS installations and maintenance, the City shall pay the invoice price per unit including freight but not out of state taxes plus 15%. The City is not tax exempt. We have to pay taxes.

The Contractor shall provide an itemized invoice from the place of purchase illustrating the price per item to the City at the time of billing.

BASIS OF PAYMENT
Cost plus 15% before taxes.

FURNISH WORKING CREW WITH EQUIPMENT DESCRIPTION

This item shall consist of performing work for the SCDOT, on a per hour basis for equipment and labor. This will include the Contractor furnishing a crew of four persons, one bucket truck, one line truck and one foreman's vehicle to be worked at the line item price for working crew with equipment. Bucket truck and/or line truck may be substituted for following equipment pole trailer, dump truck, backhoe/w trailer, mini excavator/w trailer, trencher/w trailer, reel trailer, light tower, rod pusher, or air compressor at the City's discretion. Mileage reimbursement will apply to Foreman's vehicle only when engaged in this line item. The crew will need to be able to perform duties in the field of ITS installation and maintenance repair. This item will be used for normally scheduled ITS maintenance activities greater than ten (10) hours, emergency calls and unforeseen work which cannot be predicted. All work under this item, shall be approved by the Traffic Signal Systems Operations Manager, prior to engaging in any work where this item may be used. The City reserves the right to refuse or engage this item. While working under this line item there shall be no other line items engaged by the Contractor. The City reserves the right to engage Primary Traffic Control, secondary traffic Control, cost plus materials and other hourly rated line items as needed while engaged in this line item. Engaging in any other line items in this contract while working under this line item will need the approval of the Traffic Signal Systems Operations Manager.

CONSTRUCTION REQUIREMENTS

All work performed under this item shall be listed on the work order and agreed upon by both the City and Contractor prior to engaging in any work under this item. This item is to be used when there is normally scheduled ITS maintenance activities in excess of ten hours, unforeseen problems such as wet holes, borrowing road ways, rock holes and any other deemed problems or emergencies. In case of an emergency, the City will call the CONTRACTOR in line for assistance with the installation or maintenance request, in this case both parties must agree on engaging this item. The City will issue a work order and grant permission in writing to engage in this item.

METHOD OF MEASUREMENT AND PAYMENT

Working crew with equipment will be measured per hour for the line item price for:

HR Furnish working crew (4 person, 2 specified pieces of equipment, Foreman's vehicle and hand tools)

a. Payment for working crew with equipment will be made per work order for the total hours worked on that work order.

b. Emergency Work – When specifically stamped on the work order as "Emergency Work", such work orders shall engage Working crew with Equipment. Paid per hour and a half (1-1/2) for the completion of the work order. There shall be no other line item engaged while a Contractor is working under working crew with Equipment. The CITY reserves the right to engage additional hourly rated line items as needed, primary traffic control, secondary traffic control, and cost plus materials if so needed. Engaging in additional hourly rated line items, primary traffic control and secondary traffic control is at the desecration of the City.

FURNISH HOURLY MAINTENANCE

DESCRIPTION

This specification describes the hourly maintenance rate and expectations of the City pursuit and to the maintenance and repair of Intelligent Transportation System Elements to include CCTV cameras, Dynamic Message Signs, Video Multiplexing Systems, fiber optic transceivers, data share units, fiber optic cable, HUBs, underground facilities, and the necessary devices used to make the above operate and communicate.

COMPETENCY

The Contractor shall demonstrate work experience of at least five (5) years in the maintenance of ITS Systems or five (5) years' experience in a related Technical maintenance field as accepted by the City. References and contacts shall be submitted to the City.

Helper

At times the City will request a Helper to assist Technicians as needed. Helpers shall have at least one year electronic or electrical experience.

Technician

The Contractor shall employee technicians familiar with the above mentioned systems. Each FTS Technician I, Testing Technician and PM Technician eligible to bill the City at the hourly rate as a Technician I shall have a minimum of one (1) year experience in the ITS field or three (3) years' experience in a related.
Technical field as accepted by the City. They shall be knowledgeable in troubleshooting and repair of CCTV systems to include troubleshooting PTZ data and basic electrical knowledge.

Technician II

The Contractor shall employee technicians familiar with the above mentioned systems. Each FTS Technician II, Fiber Installer, Locate Technician I, Asset Control Technician I, or Bench Technician eligible to bill the City at the hourly rate as a Technician II shall have a minimum of two (2) years' experience in the ITS field or five (5) years' experience in a related Technical field as accepted by the City. FTS Technician II shall possess knowledge troubleshooting and repair of CCTV systems, PTZ data circuits, camera lowering devices, DMS signs, and electrical circuits up to 240 volts AC. Fiber Installers shall possess knowledge troubleshooting and repairing fiber optic cable to include terminating, splicing, testing, documentation, budgeting, and installation. Locate Technician I shall possess knowledge locating and marking underground utilities and communications cabling and ducts in accordance to the regulations and standards set by the State and One Call Center. Asset Control Technician I shall possess knowledge documenting, inventorying, entering data, (Fiber Trac, site manager), construction materials, maintenance equipment, testing, maintenance and construction specifications, work zone safety, and etc. to effectively track and document ITS assets throughout the facility and infrastructure. Testing Technicians shall possess knowledge troubleshooting, testing and repairing electronic equipment such as CCTV controllers and DMS cabinets and controllers.

Technician III

The Contractor shall employee technicians familiar with the above mentioned systems. Each FTS Technician III, Locate Technician II, Asset Control Technician II or Fiber Technician eligible to bill the City at the hourly rate as a Technician III shall have a minimum of three (3) years' experience in

the ITS field or six (6) years' experience in a related Technical field as accepted by the City. FTS Technician III shall have extensive knowledge of ITS systems to include construction and maintenance experience. They shall have knowledge installing, repairing, maintaining, troubleshooting, and testing of all components that make up the ITS system. Including basic fiber optic knowledge and the experience to troubleshoot and repair fiber optic equipment. Locate Technician II shall have experience locating, marking, and identifying underground utilities and communications cabling and ducts, Shall have extensive knowledge of the instrumentation and equipment required to accurately identify underground utilities and communications cabling and duct. Also shall possess extensive knowledge in the laws and State regulations pertaining to utility locating. Asset Control Technician II shall have extensive knowledge documenting, inventorying, entering data,(Fiber Trac, site manager, ITS design), construction materials, maintenance equipment, testing, maintenance and construction specifications, work zone safety, and etc. to effectively manage and control ITS assets throughout the ITS infrastructure. Fiber Technician shall be knowledgeable in all aspects of fiber optic splicing, terminating, testing, troubleshooting, installing, cable management and optical budgeting. Fiber Technician shall be certified as a fiber installer by the ETA or an approved equal certification.

Technician IV

The Contractor shall employee technicians familiar with the above mentioned systems. Each FTS Technician IV , Senior Systems Specialist, Telecommunications Specialist, and Data Communications Analyst eligible to bill the City at the hourly rate as a Technician IV shall have a minimum of three (5) years' experience in the ITS field or ten (10) years' experience in a related Technical field as accepted by the City. FTS Technician IV shall have extensive knowledge of ITS systems to include construction and maintenance experience. They shall have knowledge installing, repairing, maintaining, troubleshooting, and testing of all components that make up the ITS system. Including basic fiber optic knowledge and the experience to troubleshoot and repair fiber optic equipment. Senior Systems Specialist, Telecommunications Specialist and Data Communications Analyst shall have extensive knowledge in the specialized area of expertise requested and shall have all diagnostic equipment and testing instrumentation required to perform the requested activities.

A resume shall be submitted for each technician, describing work they have performed, where this work was performed, and contacts for a reference check in these areas.

The above mentioned technicians will be expected to perform locating, repairs, inventory control, design, preventive maintenance, maintenance, inspection, troubleshooting and other task as required without assistance. They should be familiar with techniques needed to provide accurate and timely assessment of problems, and a timely solution to those problems.

EXPECTATIONS

The hourly rate for FTS Technician I, II, or III, shall include at a minimum a full size vehicle (half ton work truck with ladder rack), all necessary, standard tools (shovels, hand tools, power tools, multi meter, nitrogen gauges, pipe benders, crimp tools, megger, PC, hand held monitor, measuring wheel, and etc.) and diagnostic equipment needed to perform the required maintenance or repair. Technicians shall insure that all materials and equipment needed to make repairs or perform maintenance activities listed on work order are properly signed out and accounted for prior to leaving the ITS Maintenance Facility. The Technicians shall be responsible for making physical inspections of all components of the ITS device to insure accurate installation and properly maintained components. Upon completion of the physical inspection Technicians shall make repairs while at site

or notify the Traffic Signal Systems Operations Manager for further instructions. The City will furnish only specialized lowering device mechanisms. Failure to meet the expectations listed above could affect the issuance of future work orders.

The hourly rate for FTS Technician IV shall include at a minimum a vehicle as needed, all specialized tooling and testing instrumentation as needed, certifications in all areas of specialized services as required, and all specialized troubleshooting equipment as needed to complete the task listed on the work order.

The hourly rate for a PM Technician shall include at a minimum a Mid-size vehicle (1/4 ton work truck), all necessary, standard tools (weed eater, chain saw, brush axe, vacuum cleaner, air compressor, shovels, limb saws, PC and hand tools) and diagnostic (multi meter, megger) equipment needed to perform the required Preventive Maintenance. The Technicians shall be responsible for making physical inspections of all components of the ITS device to insure accurate installation and properly maintained components. Upon completion of the physical inspection Technicians shall make repairs while at site or notify the Traffic Signal Systems Operations Manager for further instructions. The City will only furnish specialized lowering device mechanisms.

The hourly rate for Fiber Installer shall include at a minimum an environmentally controlled vehicle (1/2 ton Van), F1-0053FS-VFL tool kit or approved equal, PC and Corning OFT-001 Mid-Access tool.

The hourly rate for Fiber Technician shall include at a minimum an environmentally controlled vehicle (1/2 ton Van), F1-0053FS-VFL tool kit or approved equal, PC, diagnostic equipment, light source and power meter, Exfo Live fiber identifier and tone generator TK-FF, Corning OFT-001 Mid-Access tool and other tools necessary to perform the required maintenance and/or repairs. The Technicians shall be responsible for making physical inspections of all components of the ITS device to insure accurate installation and properly maintained components. Upon completion of the physical inspection Technicians shall make repairs while at site or notify the Traffic Signal Systems Operations Manager for further instructions.

The hourly rate for a Testing Technician shall include at a minimum a PC, standard tools and diagnostic equipment needed to perform the required repairs or maintenance.

The hourly rate for a Locate Technician I shall include at a minimum mid-size vehicle (1/4 ton work truck) all necessary standard tools for locating the ITS underground facilities (pipe horn, hand tools, brush axe, shovels, service box lid puller, GPS, 9800XT Metro Tech or equal) . The Contractor engaged in the locating of the ITS underground facilities (fiber optic back bone, fiber optic duct, fiber optic drop cable, electrical duct, electrical service feeders, City owned communications cabling, and etc.) shall take full liability for the accurate locating of all ITS underground facilities. All services performed under this contract shall meet the PUPs guidelines and State Laws/Regulations at the time the services are rendered. The Technicians shall be responsible for making physical inspections of all components of the ITS device to insure accurate installation and properly maintained components. Upon completion of the physical inspection Technicians shall make repairs while at site or notify the Traffic Signal Systems Operations Manager for further instructions.

The hourly rate for a Locate Technician II shall include at a minimum a full size vehicle (half ton work truck) all necessary standard tools for locating the ITS underground facilities as listed for Locate Technician I and specialized devices as needed. Contractors engaged in the locating of the ITS underground facilities (fiber optic back bone, fiber optic duct, fiber optic drop cable, electrical duct, electrical service feeders, City owned communications cabling, and etc.) shall take full liability for properly locating all ITS underground facilities. All services performed under this contract shall meet the PUPs guidelines and State Laws/Regulations at the time the services are rendered. The Technicians shall be responsible for making physical inspections of all components of the ITS device to insure accurate installation and properly maintained components. Upon completion of the physical inspection Technicians shall make repairs while at site or notify the Traffic Signal Systems Operations Manager for further instructions.

The hourly rate for a Helper shall include at a minimum Grainger 2NYH3 tool kit or approved equal to perform the required Preventive Maintenance, Maintenance or Repair.

The hourly rate for an Asset Control Technician I shall include at a minimum all hand tools to perform task as listed on work order, a PC, and certifications for testing. This position doesn't always require travel though a ½ ton work truck will be required when work order specifies travel or field work required. The Technicians shall be responsible for making physical inspections of all components of the ITS device to insure accurate installation and properly maintained components.

The hourly rate for an Asset Control Technician II shall include at a minimum a ½ ton work truck, hand tools, testing equipment, PC, and certifications as required. The Technicians shall be responsible for making physical inspections of all components of the ITS device to insure accurate installation and properly maintained components.

Senior Systems Specialist shall include at a minimum a vehicle as needed, hand tools, testing equipment, PC, certifications for all specialized expertise, and diagnostic testing equipment.

Telecommunications Specialist shall include at a minimum a vehicle as needed, hand tools, testing equipment, PC, certifications for all specialized expertise, and diagnostic testing equipment.

Data Communications Analyst shall include at a minimum a vehicle as needed, hand tools, testing equipment, PC, certifications for all specialized expertise, and diagnostic testing equipment.

Technicians shall respond on-site at the time and date stated on the work order. The hourly rate shall not begin until the stated start time on work order. Hourly rates shall not include meals or non-job related off time from the site. It shall only include time worked from the date and times stated on the work order. In the event a work order extends in excess of forty hours in a seven day period the hourly pay rate for hours in excess of forty shall be multiplied by 1.25. 0Hourly rated technician and helper line items shall engage in the 1.25 multiplier for hours in excess of forty or emergency work request only. Emergency work request will have specifically stamped "EMERGENCY WORK" on the work order. Engaging in this multiplier shall require written permission from the Traffic Signal Systems operations Manager.

Upon arrival on-site, the technician shall advise a City representative of arrival time.

When the problem is diagnosed, a City representative shall be advised of time and equipment needed for repair. If a problem cannot be diagnosed within one (1) hour, a City representative shall be notified.

Failure to meet the expectations listed above could affect the issuance of future work orders.

Equipment
Description-- Equipment eligible to bill the City at the hourly rates will need to meet the below listed specifications or approved equal by the City. The equipment listed below shall be utilized as specified on work order and is intended to be used for individually specified maintenance activities only. The hourly rated items listed below shall not be combined to equal a working crew with equipment. Traffic Signal Systems Operations manager must approve engaging in the line items listed below prior to any work commencing. Contractor shall not engage in the line items listed below without the written permission of the Traffic Signal Systems Operations manager. Equipment listed on an emergency work order that require an operator shall be paid at the normal hourly rate multiplied by 1.25 for the duration of the work order. Engaging in the 1.25 multiplier must be approved in writing by the Traffic Signal Systems Operations Manager prior to engaging in the Emergency work order. All equipment with operator eligible to bill the City at an hourly rate will require the operator to have a minimum of two years' operating experience operating the equipment specified on the work order.

Portable light plant/generator
Furnish at an hourly rate without operator a Multiquip LT-12 Night Hawk Light Tower or approved equal.

Portable Air Compressor
Furnish at an hourly rate without operator a 185 CFM Ingersoll-Rand Portable Air Compressor with hoses and regulator or approved equal.

Bucket truck 30' with operator per hour
Furnish at an hourly rate with operator a minimum 30' height bucket truck with fiberglass boom, single man bucket. Boom shall have up to date dielectric and mechanical testing as required by ANSI/OSHA.

Bucket truck 55' with operator per hour
Furnish at an hourly rate with operator a minimum 55' height bucket truck with fiberglass boom, two man bucket or approved equal. Boom shall have up to date dielectric and mechanical testing as required by ANSI/OSHA.

Bucket truck 100' with operator per hour
Furnish at an hourly rate with operator a minimum 100' height bucket truck with fiberglass boom, two man bucket or approved equal. There will be a four hour minimum applied to the work order for this line item. Boom shall have up to date dielectric and mechanical testing as required by ANSI/OSHA.

Backhoe with operator per hour
Furnish at an hourly rate with operator a minimum 310K John Deere or approved equal. The hourly rate for this equipment includes mobilization to and from job site.

Mini excavator with operator per hour
Furnish at an hourly rate with operator a minimum Cat 303.5D Mini Hydraulic Excavator or approved equal. The hourly rate for this equipment includes mobilization to and from job site.

Trencher with operator per hour
Furnish at an hourly rate with operator a minimum RT55 Ditch Witch Trencher or approved equal. The hourly rate for this equipment includes a backhoe attachment and mobilization to and from the job site.

Plow with operator per hour
Furnish at an hourly rate with operator a minimum 1250 Vermeer 120hp plow or approved equal for the installation of HDPE roll duct. The hourly rate for this equipment includes mobilization to and from job site.

Dump truck 26,000 GVW with operator per hour
Furnish at an hourly rate with operator a minimum 26,000 pound gvw dump truck or approved equal. This line item is not eligible for mileage reimbursement.

Dump truck 16,000 GVW with operator per hour
Furnish at an hourly rate with operator a minimum 16,000 pound gvw dump truck or approved equal. This line item is not eligible for mileage reimbursement.

15 ton crane with operator and man basket per hour
Furnish at an hourly rate with operator and man basket or rigging a minimum 15 ton crane or approved equal. There will be a four hour minimum applied to the work order for this line item.

60 ton crane with operator per hour
Furnish at an hourly rate with operator and rigging a minimum 60 ton crane or approved equal. There will be a four hour minimum applied to the work order for this line item.

100 ton crane with operator per hour
Furnish at an hourly rate with operator, weights, rigging and set up a minimum 100 ton crane or approved equal. There will be an eight hour minimum applied to the work order for this line item.

Line truck with 18"-36" augers and operator per hour
Furnish at an hourly rate with operator, augers and tools a minimum Telelect Commander 4045 Digger Derrick on a minimum International 4900 truck or approved equal. This line item is not eligible for mileage reimbursement. This line item is not eligible for mileage reimbursement.

Pole trailer per hour
Furnish at an hourly rate a minimum 8,000 pound gvw pole trailer. This line item can be utilized with other hourly line items as approved by the City.

Utility trailer up to 24' per hour
Furnish at an hourly rate a minimum Hudson HSE Deluxe – 5 ton capacity 24' utility trailer or approved equal. This line item can be utilized with other hourly line items as approved by the City.

Reel trailer per hour
Furnish at an hourly rate a Butler HWSC-80 single axle reel trailer or approved equal for use with fiber optic reels, roll duct, and electrical cable reels. This line item can be utilized with other hourly line items as approved by the City.

Trailer mounted rod pusher with operator per hour
Furnish at an hourly rate with operator a Ramrod Powered duct rod pusher or approved equal. This is a trailer mounted rod pusher with a minimum rod length of 1000'. The hourly rate for this equipment includes mobilization to and from job site.

Pressure Digger 24"-48" with operator per hour
Furnish at an hourly rate with operator a minimum Texoma model 270 Pressure digger with all tooling and augers or approved equal. There will be a four hour minimum applied to the work order for this line item. This line item is not eligible for mileage reimbursement.

Tractor and trailer 53'-80' with operator per hour
Furnish at an hourly rate with operator a Mack GU713 tractor and Fontaine 48-80X 102 extendable trailers up to 80' trailer length unlimited miles with operator/tie down equipment or approved equal. There will be a four hour minimum applied to the work order for this line item. This line item is not eligible for mileage reimbursement.

Vac truck with operator per hour
Furnish at an hourly rate with operator a minimum Strong Power 8000L vac truck or approved equal. This equipment line item may be substituted with a VACMASTER model SPV-500 Vacuum trailer or approved equal. Hourly rate includes mobilization to and from job site. There will be a four hour minimum applied to the work order for this line item. This line item is not eligible for mileage reimbursement.

Ground penetrating radar with operator per hour
Furnish at an hourly rate with operator a minimum MALA Easy Locator Off-road or approved equal. There will be a four hour minimum applied to the work order for this line item.

OTDR
Furnish at an hourly rate a minimum CMA 5000A150 with CMA 5243 and CMA 5244 modules with FIS PS- 7-1-500 Launch box or approved equal. The hourly rate includes all trace data as listed in this contract for testing of fiber optic and supplying such trace data to the City. This line item can be utilized with other hourly line items as approved by the City.

Fiber Fusion Splicer with Cleaver
Furnish at an hourly rate a minimum AFL Telecommunications FSM-60S Fusion Splicer with a CT-30A Cleaver or approved equal. This line item can be utilized with other hourly line items as approved by the City.

Specialized tooling for PM services

Furnish at an hourly rate at a minimum an ECHO SRM280T, Chain Saw 455 Rancher, DC500 Vac, shovels, brush axe, axe, limb saws, pick axe, digging bar, sprayers, ladders, calk gun, power tools, drop cords, drop lights, loppers, hedge clippers, hand saw, fluke meter, and all other necessary tooling to perform PM services.

Specialized tooling for Maintenance services

Furnish at an hourly rate at a minimum a 32' extension ladder, ECHO SRM280T, Grainger 1UDY4 tool kit or equal, shovels, multi meters, megger, axe, digging bar, calk gun, heat gun, hand saw, hacksaw, PVC cutters, brush axe, drills, power tools, extension cords, drop lights, ratchet set, wrench set, DC500 Vac, bolt cutters, cable cutters, weather proof storage boxes, and all other necessary tooling to perform maintenance services on the ITS systems.

Specialized fiber optic environmental control

Furnish at an hourly rate a minimum environmental control unit for vehicles to produce an environmentally controlled environment inside vehicles. Unit must filter air and particles as well as act as a dehumidifier. The unit must be capable of heating and cooling the interior of the vehicle rendering a complete environmentally controlled work area. The hourly rate includes a power supply unit for supplying power to environmental control equipment and fiber optic splicing/testing equipment and all other incidentals such as lighting and power tools. The hourly rate for this line item also includes all other tools and power tools to perform fiber optic splicing and testing within an environmentally controlled work area. This line item can be utilized with other hourly line items as approved by the City.

BASIS OF PAYMENT

HR	Helper
HR	Tech I
HR	Tech II
HR	Tech III
HR	Tech IV
HR	Portable light plant / generator
HR	Portable Air Compressor
HR	Bucket truck 30' with operator per hour
HR	Bucket truck 55' with operator per hour
HR	Bucket truck 100' with operator per hour
HR	Backhoe with operator per hour
HR	Mini excavator with operator per hour
HR	Trencher with operator per hour
HR	Plow for installation of HDPE roll duct
HR	Dump truck 26,000 with operator per hour
HR	Dump 10,000 truck
HR	15 ton crane w/ man basket
HR	60 ton crane with operator per hour
HR	100 ton crane with operator per hour

HR Line truck with 18"-36" augers and operator
HR Pole trailer
HR Utility trailer up to 24'
HR Reel trailer for use with fiber optic cable, roll duct, electrical cable
HR Trailer mounted rodder greater than 2500 feet
HR Pressure Digger 24'' – 48''
HR Tractor and trailer 53 – 80' per HR unlimited miles with operator/tie down equipment
HR Vac truck with operator
HR Ground penetrating radar
HR OTDR
HR Fiber splicer
HR Specialized tooling for PM services
HR Specialized tooling for Maintenance services
HR Specialized fiber optic environmental control tooling

FURNISH MILEAGE FOR ITS MAINTENANCE

DESCRIPTION
This specification describes the method of payment for compensation of mileage traveled to and from maintenance work sites for Intelligent Transportation Systems.

DEFINITION
Vehicle mileage shall be paid at the IRS rate of reimbursement per mile traveled to perform maintenance activities on the Intelligent Transportation System on all non-hourly vehicles. Vehicles having hourly rates will not receive mileage reimbursement. Mileage shall be calculated starting at the Ctiy of Charleston Traffic and Transportation Facility located at 303 Koon St., West Columbia, SC 29169 or as stated on the work order. Travel distance shall be calculated from the City of Charleston Traffic and Transportation Facility to site stated on work order and back to City of Charleston Traffic and Transportation Facility or as stated on work order. IRS rates may change throughout the length of the contract and shall be calculated at the current IRS reimbursement rate at time of accumulation.

BASIS OF PAYMENT
IRS rate of reimbursement at time of accumulation per travel mile traveled

MI Mileage reimbursement (IRS) for non-hourly rated vehicles

Unclassified Excavation
203.2.1.2 Unclassified excavation consists of roadway and drainage excavation performed under this section regardless of the materials encountered or the manner in which they are removed and includes the work described in Subsection 203.2.1.3 through 203.2.1.8 unless otherwise provided. When the item Unclassified Excavation is included in the Contract, the bid quantity is only an estimate. It is the Contractor's responsibility to inspect the site and determine the actual amount of unclassified excavation needed to complete the project.

Rock Excavation

203.2.1.7 Rock excavation consists of igneous, metamorphic, and sedimentary rock that cannot be excavated without blasting or using rippers, hoe-rams, or pavement breakers and also includes all boulders or other detached stones each having a volume of ½ cubic yard or more as determined by physical or visual measurement. If the item Rock Excavation is not included in the Contract, this excavation is measured and paid for as Unclassified Excavation.

BASIS OF PAYMENT

CY 2031000
Unclassified Excavation CY

CY 2032000
Rock Excavation CY

MOWING

GENERAL

Mow areas seeded or sodded under the Contract or other areas as necessary, to maintain the project in a satisfactory manner. Perform mowing where directed by the City of Charleston Traffic and Transportation. Commence mowing within three business days following verbal notification by the RCE. Failure to comply with the above may be grounds for stopping work on the project or withholding payment of the next pay estimate.

Use mowing equipment equipped with safety devices designed to prevent injury or property damage caused by flying debris propelled from under the mowing equipment. Keep all mowing equipment in good operating condition and maintain to provide a clean, sharp cut of vegetation at all times. If the City of Charleston Traffic and Transportation determines the equipment is defective to the point that the quality of work or safety is affected, immediately repair or replace the equipment.

Ensure that mowing results in a vegetation height of 4 to 6 inches, unless otherwise directed by the City of Charleston Traffic and Transportation. Mow as closely as possible to all fixed objects, exercising care not to damage trees, plants, shrubs, signs, delineators, or other appurtenances that are a part of the facility. Hand trim around such objects if required and to the satisfaction of the City of Charleston Traffic and Transportation.

Immediately remove and properly dispose of any debris thrown on the roadway by the mowing operation. Mowed grass is not normally removed unless it becomes a hazard as determined by the City of Charleston Traffic and Transportation.

Do not perform mowing when, in the opinion of the RCE, soil and weather conditions are such that rutting or other damage to the project may occur. The three-business day period noted above will be extended until the soil and weather conditions become suitable for mowing on the project.

CLEARING AND GRUBBING

201.1 This section contains specifications for the materials, equipment, construction, measurement, and payment for clearing and grubbing of all vegetation, debris, and obstructions within the limits of the roadway, right-of-way, ditch and channel change areas, or other easement areas, except for such objects that are designated to remain, or are to be otherwise removed in accordance with the Plans or other sections of these specifications.

201.4.2 Clearing and Grubbing within Right-of-Way

Where clearing and grubbing within right-of-way is required, clear and grub the entire area within the right-of- way lines. Do not cut, damage, or destroy timber beyond the right-of-way lines unless the Plans or the Special Provisions provide for clearing such areas as necessary to complete the work. Do not remove or damage trees, plant specimens, or other objects considered valuable by adjacent property owners or that are aesthetically desirable and are designated by the City of Charleston Traffic and Transportation to remain.

BASIS OF PAYMENT

LF	Rotary mowing in R/W 30'wide
LF	Tree trimming 30' wide, chipped on R/W
LF	Clearing and grubbing within R/W 10' wide

INSTALL CITY SUPPLIED EQUIPMENT

DESCRIPTION

This work shall consist of installing equipment that will be supplied by the City, at the locations designated on the Plans, in accordance with the appropriate Specification, and the applicable Design Detail or Standard.

MATERIALS

The Plans and BID or Proposal Forms, state specifically which material will be supplied by the City. ALL OTHER MATERIALS SHALL BE ASSUMED TO BE FURNISHED BY THE CONTRACTOR. The Contractor should refer to the appropriate "Furnish and Install ..." Specification to determine what other materials will be required to complete the installation. Those materials must be required to complete the installation. Those materials must then meet the physical Specifications stated. The Contractor shall also supply all miscellaneous materials that will result in a complete and acceptable project.

CERTIFICATION

The Contractor shall provide certification that any material they supply for this item will meet the Specifications.

GUARANTEE

For any materials they supply, the Contractor shall furnish the City with all warranties offered by the manufacturer as normal trade practice.

CONSTRUCTION METHODS

General - All workmanship and construction methods shall be in accordance with the appropriate Specification and in agreement with the applicable Design Detail or Standards.

Example - As an example, take the BID item – "INSTALL CONTROLLER BASE-MOUNTED CABINET-- EACH". The Contractor shall then refer to the Specification titled "FURNISH AND INSTALL CONTROLLERS AND CABINET". They shall then furnish any other necessary materials, and shall complete the work needed to result in a finished installation. The Contractor shall also refer to the Plans, and to the Design Details and Standards.

METHOD OF MEASUREMENT

Installation of City supplied equipment will be measured by SPECIFIED UNITS installed/erected in place as shown on the plans, including miscellaneous materials, fully operable. The Contractor is responsible for picking up the equipment to be supplied, at the appropriate DOT Depot or Shop, and for providing any loading equipment and trailers required. The Specified Units shall be that stated in the "Furnish and Install..." specification.

BASIS OF PAYMENT

Installed City supplied equipment, accepted and measured as provided above, will be paid for at the contract unit price bid for:

INSTALL – (Equipment Description) – SPECIFIED UNITS

Which shall be full compensation for all work and miscellaneous materials necessary to complete the work item specified. Such payment includes the cost of transportation, loading, and unloading, by the Contractor.

PRICES AND ESTIMATED QUANTITIES

Line Item	QTY	UM	Bid Price	Max. Price	Description	Totals Based on Max Price
1	25	EA		$566.50	Mobilization per work order	$14,162.50
2	10	EA		$412.00	Traffic control per day non interstate	$4,120.00
3	5	EA		$515.00	Traffic control per night time non interstate	$2,575.00
4	10,000	LF		$5.15	F/I 2" HDPE roll pipe SCH 80/SDR11 to include 1-2" pipe less than 5000' trenched/plowed	$51,500.00
5	25,000	LF		$4.64	F/I 2" HDPE roll pipe SCH 80/SDR11 to include 1-2" pipe greater than 5000' trenched/plowed	$116,000.00
6	2,000	LF		$1.60	F/I 2" HDPE Additional roll pipe SCH 80/SDR11 1-2" addition for trench/plowed/bore	$3,200.00
7	500	LF		$20.60	F/I 2" HDPE roll pipe SCH 80/SDR11 to include 1-2" pipe Rock Trench	$10,300.00
8	200	LF		$51.50	F/I 2" HDPE directional rock bore SCH 80/SDR11 to include 1-2" pipes	$10,300.00
9	1,000	LF		$12.36	F/I 2" HDPE directional bore SCH 80/SDR11 to include 1-2" pipe greater than 1000'	$12,360.00
10	5,000	LF		$16.48	F/I 2" HDPE directional bore SCH 80/SDR11 to include 1-2" pipe less than 1000'	$82,400.00
11	50	LF		$12.88	F/I 2" Gal Ridged conduit 1-2" pipe trenched/riser	$644.00

12	1,500	LF		$39.14	F/I 2" Gal Ridged conduit to include 1-2" conduit with stainless bridge attachment and hardware	$58,710.00
13	2,500	LF		$10.08	F/I 2" SCH 80 PVC trenched/ riser	$25,200.00
14	1,500	LF		$7.21	F/I 1" SCH 80 PVC trenched/ riser	$10,815.00
15	5,000	LF		$0.58	F/I Detectable mule tape in existing conduit	$2,900.00
16	25,000	LF		$0.32	F/I Detectable mule tape in new conduit with fiber	$8,000.00
17	5,000	LF		$0.37	Install Detectable mule tape in existing conduit	$1,850.00
18	48	EA		$26.52	FO Fusion splicing < 24	$1,272.96
19	96	EA		$18.54	FO Fusion splicing < 144	$1,779.84
20	144	EA		$12.36	FO Fusion splicing > 144	$1,779.84
21	12	EA		$3.09	Install splice trays/coupler panels	$37.08
22	5	EA		$103.00	Install FO splice closure only	$515.00
23	6	EA		$43.26	F/I coupler panel, 6 fiber, SM, ST (CCH-CP06P-19)	$259.56
24	2	EA		$309.00	F/I FO splice tray housing rack max 144 fiber (CSH-03U)	$618.00
25	6	EA		$61.80	F/I FO splice tray, fusion heat shrink 12 fiber (M67-048)	$370.80
26	6	EA		$16.48	F/I FO jumper, SM, ST, LC 6'	$98.88
27	12	EA		$10.30	F/I pigtail, SM, ST, 3'	$123.60
28	6	EA		$12.36	F/I jumper, SM, ST, 3'	$74.16
29	2	EA		$51.50	Install term cabinet, wall or rack	$103.00

30	6	EA		$51.50	LT FO cable prep up to 72	$309.00
31	12	EA		$61.80	LT FO cable prep greater than 96	$741.60
32	2	EA		$360.50	F/I splice enclosure 48 strand fiber (2178S)	$721.00
33	4	EA		$463.50	F/I splice enclosure 96 strand fiber (2178L w/ Exp)	$1,854.00
34	6	EA		$515.00	F/I splice enclosure 144 strand fiber (2178LL w/2181 Exp)	$3,090.00
35	4	EA		$41.20	F/I fiber trays, fusion HS, slant (2523t w/ 2524I)	$164.80
36	2	EA		$51.50	F/I aerial FOSC mounting brackets (2183)	$103.00
37	144	EA		$10.30	LSPM test (any wave)	$1,483.20
38	72	EA		$5.67	OTDR testing (any wave) up to 72	$408.24
39	1440	EA		$4.12	OTDR testing (any wave) > 144	$5,932.80
40	144	EA		$10.30	OTDR reel test (any wave) up to 72	$1,483.20
41	864	EA		$8.24	OTDR reel test (any wave) > 144	$7,119.36
42	6000	LF		$1.03	Install SMF in new duct less than 12,000'	$6,180.00
43	30000	LF		$.93	Install SMF in new duct greater than 12,000'	$27,900.00
44	10000	LF		$1.55	Install SMF in existing duct less than 12,000'	$15,500.00
45	15000	LF		$1.44	Install SMF in existing duct greater than 12,000'	$21,600.00
46	10000	LF		$1.65	Install SMF lashed to messenger less than 12,000'	$16,500.00
47	5000	LF		$1.55	Install SMF lashed to messenger greater than 12,000'	$7,750.00

48	5000	LF		$1.85	Install SMF over lashed to messenger with existing cables	$9,250.00
49	10000	LF		$1.65	Remove existing fiber from existing duct for salvage and reuse	$16,500.00
50	20000	LF		$.77	Remove existing fiber from existing duct for disposal	$15,400.00
51	2	EA		$154.50	Install snow shoes per set	$309.00
52	15000	LF		$2.58	F/I ¼" Galva steel cable with hardware for messenger	$38,700.00
53	5	EA		$231.75	F/I back guy for wood pole including cable, anchor, hardware, and ground	$1,158.75
54	5	EA		$257.50	F/I sidewalk guy for wood pole including cable, anchor, hardware, and ground	$1,287.50
55	3	EA		$154.50	F/I Aerial guy including all hardware and cable	$463.50
56	25	EA		$360.50	F/I 30' wood pole	$9,012.50
57	5	EA		$257.50	Install 30' , 35' or 40' wood pole	$1,287.50
58	5	EA		$206.00	Remove 30', 35' or 40' wood pole including fill	$1,030.00
59	10	EA		$412.00	F/I 35' wood pole	$4,120.00
60	5	EA		$463.50	F/I 40' wood pole	$2,317.50
61	2	EA		$7416.00	F/I 60' concrete pole	$14,832.00
62	12	EA		$1854.00	Install 60' concrete pole	$22,248.00
63	5	EA		$1545.00	Remove 60' concrete pole including fill	$7,725.00
64	1	EA		$9270.00	F/I 80' concrete pole	$9,270.00
65	1	EA		$2,060.00	Install 80' concrete pole	$2,060.00

66	1	EA		$1,854.00	Remove 80' concrete pole	$1,854.00
67	8	EA		$412.00	Install 40' concrete pole	$3,296.00
68	5	EA		$309.00	Remove 40' concrete pole including fill	$1,545.00
69	10	EA		$566.50	Remove lowering device on existing erected pole	$5,665.00
70	10	EA		$592.25	Install lowering device on existing erected pole	$5,922.50
71	5	EA		$772.50	remove and install lowering device on existing erected pole	$3,862.50
72	2	EA		$4,944.00	F/I CLS lowering device on non-erected pole	$9,888.00
73	2	EA		$6,180.00	F/I MOOG lowering device on non-erected pole	$12,360.00
74	12	EA		$206.00	Install lowering device non erected pole	$2,472.00
75	10	EA		$1,236.00	F/I service box	$12,360.00
76	50	EA		$515.00	Install service box	$25,750.00
77	10	EA		$927.00	F/I pull box	$9,270.00
78	20	EA		$412.00	Install pull box	$8,240.00
79	10	EA		$504.70	F/I 100 AMP electrical service on wood or concrete pole overhead	$5,047.00
80	5	EA		$319.30	F/I 100 AMP electrical service on pedestal underground	$1,596.50
81	1	EA		$566.50	F/I 200 AMP electrical service on concrete or wood pole overhead	$566.50
82	1	EA		$412.00	F/I 200 AMP electrical service on pedestal underground	$412.00
83	6000	LF		$0.52	Install #10, 6, 4, or 2 THHN in duct (length of pull not length of cable)	$3,120.00

84	2500	LF		$.93	Install 1/0, 2/0, 3/0, or 4/0 THHN in duct (length of pull not length of cable)	$2,325.00
85	500	LF		$1.55	Install 300 or 350 MCM in duct (length of pull not length of cable)	$775.00
86	100	EA		$30.90	F/I additional ground rod 5/8" X 8'	$3,090.00
87	200	LF		$1.03	Install additional #4 ground wire 7 strand bare	$206.00
88	100	EA		$20.60	F/I additional exothermic weld for 5/8" ground rods and #4 or 6 wire	$2,060.00
89	20	EA		$133.90	F/I lentil for disconnect	$2,678.00
90	10	EA		$77.25	Install lentil for disconnect	$772.50
91	10	EA		$154.50	F/I 100AMP disconnect	$1,545.00
92	2	EA		$231.75	F/I 200AMP disconnect	$463.50
93	2	EA		$824.00	F/I poured in place cabinet base for 332 cabinet	$1,648.00
94	50	EA		$515.00	Furnish pre Fab cabinet concrete base for 322 cabinet	$25,750.00
95	50	EA		$309.00	Install pre Fab cabinet base	$15,450.00
96	50	EA		$206.00	Install 332 cabinet	$10,300.00
97	5	EA		$231.75	Install 336 cabinet on pole	$1,158.75
98	5	EA		$82.40	Remove 332 cabinet	$412.00
99	2	EA		$77.25	Remove 336 Cabinet	$154.50
100	5	EA		$283.25	Remove pre fab concrete cabinet base and fill dirt	$1,416.25
101	1	EA		$1030.00	F/I stainless pull box for bridge with hubs and hardware	$1,030.00

102	100	SF		$10.33	F/I concrete sidewalk 4" uniform per sq. ft.	$1,033.00
103	100	SF		$5.15	Remove 4" uniform sidewalk per sq. ft.	$515.00
104	100	LF		$7.21	Saw cut concrete up to 6" depth per ft.	$721.00
105	100	LF		$6.70	Saw cut ASPH up to 6" depth per ft.	$670.00
106	50	EA		$154.50	Disposal of concrete and concrete poles per ton	$7,725.00
107	20	HR		$15.45	Portable light plant / generator per hour	$309.00
108	150	HR		$18.54	Portable Air Compressor per hour	$2,781.00
109	200	HR		$92.70	Bucket truck 30' with operator per hour	$18,540.00
110	75	HR		$103.00	Bucket truck 55' with operator per hour	$7,725.00
111	25	HR		$185.40	Bucket truck 100' with operator per hour	$4,635.00
112	50	HR		$85.49	Backhoe with operator per hour	$4,274.50
113	100	HR		$82.40	Mini excavator with operator per hour	$8,240.00
114	200	HR		$92.70	Trencher with operator per hour	$18,540.00
115	50	HR		$166.86	Plow for installation of HDPE roll duct per hour	$8,343.00
116	40	HR		$103.00	Dump truck 26,000 with operator per hour	$4,120.00
117	80	HR		$77.25	Dump truck 16,000 with operator per hour	$6,180.00
118	25	HR		$164.80	15 ton crane w/ man basket with operator per hour	$4,120.00

119	25	HR		$195.70	60 ton crane with operator per hour	$4,892.50
120	25	HR		$412.00	100 ton crane with operator per hour	$10,300.00
121	200	HR		$103.00	Line truck with 18"-36" augers and operator per hour	$20,600.00
122	200	HR		$10.30	Pole trailer per hour	$2,060.00
123	150	HR		$8.24	Utility trailer up to 24' per hour	$1,236.00
124	100	HR		$20.60	Reel trailer for use with fiber optic cable, roll duct, electrical cable per hour	$2,060.00
125	40	HR		$180.25	Trailer mounted rodder greater than 1000 feet per hour	$7,210.00
126	20	HR		$154.50	Pressure Digger 24'' – 48'' with operator per hour	$3,090.00
127	40	HR		$169.95	Tractor and trailer 53 – 80' per HR unlimited miles with operator/tie down equipment per hour	$6,798.00
128	10	HR		$206.00	Vac truck with operator per hour	$2,060.00
129	40	HR		$51.50	Ground penetrating radar per hour	$2,060.00
130	3000	HR		$2.06	OTDR per hour	$6,180.00
131	3000	HR		$2.57	Fusion Fiber splicer per hour	$7,710.00
132	2000	HR		$1.29	Specialized tooling for PM services per hour	$2,580.00
133	6000	HR		$1.39	Specialized tooling for Maintenance services per hour	$8,340.00
134	4000	HR		$1.55	Specialized fiber optic environmental control tooling per hour	$6,200.00
135	460000	MI		$.58	Mileage reimbursement (IRS) for non-hourly rated vehicles	$266,800.00

136	2500	HR		$190.55	Furnish working crew (4 person, 2 specified pieces of equipment, foreman's truck and hand tools) per hour	$476,375.00
137	5800	HR		$41.20	Helper per hour	$238,960.00
138	10000	HR		$55.62	Tech I per hour	$556,200.00
139	23000	HR		$72.10	Tech II per hour	$1,658,300.00
140	7700	HR		$87.55	Tech III per hour	$674,135.00
141	6000	HR		$185.40	Tech IV per hour	$1,112,400.00
142	25	LF		$1.03	Rotary mowing in R/W 30'wide	$25.75
143	500	LF		$10.30	Tree trimming 15' wide, chipped on R/W	$5,150.00
144	200	LF		$8.24	Clearing and grubbing within R/W 10' wide	$1,648.00
145	20	EA		$30.90	F/I marker post	$618.00
146	100	EA		$16.48	Install maker post	$1,648.00
147	1	LS		$23,175.00	Cost plus material %15 based on $150,000.00 per year	$23,175.00
148	50	CY		$128.75	Unclassified Excavation CY	$6,437.50
149	10	CY		$257.50	Rock Excavation CY	$2,575.00
150	2	EA		$17370.95	Project Maintenance Project Svcs p/day	$34,741.90
151	2	EA		$2096.05	Site Survey/Inspection Daily site survey	$4,192.10
						$6,037,568.42

#20-P025R Pricing Sheets *Vendor:* _____

Item	Quantity	Unit of Measure	Unit Price	Extended Price
1	25.000	each		
Item Description: Mobilization per work order				
Tendering Text: Mobilization per work order				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
2	10.000	each		
Item Description: Traffic control per day non interstate				
Tendering Text: Traffic control per day non interstate				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
3	5.000	each		
Item Description: Traffic control per night time non interstate				
Tendering Text: Traffic control per night time non interstate				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
4	10000.000	Foot		
Item Description: F/I 2~ HDPE roll pipe SCH 80/SDR11 to include 1-2~ pipe less than 5000' trenched/plowed – 10000 Linear Feet Per Quote				
Tendering Text: F/I 2~ HDPE roll pipe SCH 80/SDR11 to include 1-2~ pipe less than 5000' trenched/plowed - 10000 Linear Feet PER QUOTE				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
5	25000.000	Foot		
Item Description: F/I 2~ HDPE roll pipe SCH 80/SDR11 to include 1-2~ pipe greater than 5000' trenched/plowed - Linear Feet per Quote				
Tendering Text: F/I 2~ HDPE roll pipe SCH 80/SDR11 to include 1-2~ pipe greater than 5000' trenched/plowed - Linear Feet per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
6	2000.000	Foot		
Item Description: F/I 2" HDPE Additional roll pipe SCH 80/SDR11 SDR11 1-2" addition for trench/plowed/bore - Linear Feet per Quote				
Tendering Text: F/I 2" HDPE Additional roll pipe SCH 80/SDR11 1-2" addition for trench/plowed/bore - Linear Feet per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
7	500.000	Foot		
Item Description: F/I 2~ HDPE roll pipe SCH 80/SDR11 to include 1-2~ pipe Rock Trench Linear Feet Per Quote				
Tendering Text: F/I 2~ HDPE roll pipe SCH 80/SDR11 to include 1-2~ pipe Rock Trench Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
8	200.000	Foot		
Item Description: F/I 2~ HDPE directional rock bore SCH 80/SDR11 to include 1-2~ pipes Linear Feet Per Quote				
Tendering Text: F/I 2~ HDPE directional rock bore SCH 80/SDR11 to include 1-2~ pipes Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
9	1000.000	Foot		
Item Description: F/I 2~ HDPE directional bore SCH 80/SDR11 to include 1-2~ pipe greater than 1000' Linear Feet Per Quote				
Tendering Text: F/I 2~ HDPE directional bore SCH 80/SDR11 to include 1-2~ pipe greater than 1000' Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
10	5000.000	Foot		
Item Description: F/I 2~ HDPE directional bore SCH 80/SDR11 to include 1-2~ pipe less than 1000' Linear Feet Per Quote				
Tendering Text: F/I 2~ HDPE directional bore SCH 80/SDR11 to include 1-2~ pipe less than 1000' Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
11	50.000	Foot		
Item Description: F/I 2~ Gal Ridged conduit 1-2~ pipe trenched/riser Linear Feet Per Quote				
Tendering Text: F/I 2~ Gal Ridged conduit 1-2~ pipe trenched/riser Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
12	1500.000	Foot		
Item Description: F/I 2~ Gal Ridged conduit to include 1-2~ conduit with stainless bridge attachment and hardware Linear Feet Per Quote				
Tendering Text: F/I 2~ Gal Ridged conduit to include 1-2~ conduit with stainless bridge attachment and hardware Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
13	2500.000	Foot		
Item Description: F/I 2~ SCH 80 PVC trenched/ riser Linear Feet Per Quote				
Tendering Text: F/I 2~ SCH 80 PVC trenched/ riser Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
14	1500.000	Foot		
Item Description: F/I 1~ SCH 80 PVC trenched/ riser Liner Feet Per Quote				
Tendering Text: F/I 1~ SCH 80 PVC trenched/ riser Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
15	5000.000	Foot		
Item Description: F/I Detectable mule tape in existing conduit Linear Feet Per Quote				
Tendering Text: F/I Detectable mule tape in existing conduit Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
16	25000.000	Foot		
Item Description: F/I Detectable mule tape in new conduit with fiber Linear Feet Per Quote				
Tendering Text: F/I Detectable mule tape in new conduit with fiber Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
17	5000.000	Foot		
Item Description: Install Detectable mule tape in existing conduit Linear Feet Per Quote				
Tendering Text: Install Detectable mule tape in existing conduit Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
18	48.000	each		
Item Description: FO Fusion splicing < 24				
Tendering Text: FO Fusion splicing < 24				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
19	96.000	each		
Item Description: FO Fusion splicing < 144				
Tendering Text: FO Fusion splicing < 144				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
20	144.000	each		
Item Description: FO Fusion splicing > 144				
Tendering Text: FO Fusion splicing > 144				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
21	12.000	each		
Item Description: Install splice trays/coupler panels				
Tendering Text: Install splice trays/coupler panels				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
22	5.000	each		
Item Description: Install FO splice closure only				
Tendering Text: Install FO splice closure only				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
23	6.000	each		
Item Description: F/I coupler panel, 6 fiber, SM, ST (CCH-CP06P-19)				
Tendering Text: F/I coupler panel, 6 fiber, SM, ST (CCH-CP06P-19)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
24	2.000	each		
Item Description: F/I FO splice tray housing rack max 144 fiber (CSH-03U)				
Tendering Text: F/I FO splice tray housing rack max 144 fiber (CSH-03U)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
25	6.000	each		
Item Description: F/I FO splice tray, fusion heat shrink 12 fiber (M67-048)				
Tendering Text: F/I FO splice tray, fusion heat shrink 12 fiber (M67-048)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
26	6.000	each		
Item Description: F/I FO jumper, SM, ST, LC 6'				
Tendering Text: F/I FO jumper, SM, ST, LC 6'				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
27	12.000	each		
Item Description: F/I pigtail, SM, ST, 3'				
Tendering Text: F/I pigtail, SM, ST, 3'				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
28	6.000	each		
Item Description: F/I jumper, SM, ST, 3'				
Tendering Text: F/I jumper, SM, ST, 3'				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
29	2.000	each		
Item Description: Install term cabinet, wall or rack				
Tendering Text: Install term cabinet, wall or rack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
30	6.000	each		
Item Description: LT FO cable prep up to 72				
Tendering Text: LT FO cable prep up to 72				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
31	12.000	each		
Item Description: LT FO cable prep greater than 96				
Tendering Text: LT FO cable prep greater than 96				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
32	2.000	each		
Item Description: F/I splice enclosure 48 strand fiber (21				
Tendering Text: F/I splice enclosure 48 strand fiber (2178S)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
33	4.000	each		
Item Description: F/I splice enclosure 96 strand fiber (2178L w/Exp)				
Tendering Text: F/I splice enclosure 96 strand fiber (2178L w/ Exp)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
34	6.000	each		
Item Description: F/I splice enclosure 144 strand fiber (2178LL w/2181 Exp)				
Tendering Text: F/I splice enclosure 144 strand fiber (2178LL w/2181 Exp)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
35	4.000	each		
Item Description: F/I fiber trays, fusion HS, slant (2523t w/2524I)				
Tendering Text: F/I fiber trays, fusion HS, slant (2523t w/ 2524I)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
36	2.000	each		
Item Description: F/I aerial FOSC mounting brackets (2183)				
Tendering Text: F/I aerial FOSC mounting brackets (2183)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
37	144.000	each		
Item Description: LSPM test (any wave)				
Tendering Text: LSPM test (any wave)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
38	72.000	each		
Item Description: OTDR testing (any wave) up to 72				
Tendering Text: OTDR testing (any wave) up to 72				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
39	1440.000	each		
Item Description: OTDR testing (any wave) > 144				
Tendering Text: OTDR testing (any wave) > 144				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
40	144.000	each		
Item Description: OTDR reel test (any wave) up to 72				
Tendering Text: OTDR reel test (any wave) up to 72				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
41	864.000	each		
Item Description: OTDR reel test (any wave) > 144				
Tendering Text: OTDR reel test (any wave) > 144				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
42	6000.000	Foot		
Item Description: Install SMF in new duct less than 12,000 Linear Feet Per Quote				
Tendering Text: Install SMF in new duct less than 12,000 Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
43	30000.000	Foot		
Item Description: Install SMF in new duct greater than 12,000 Linear Feet Per Quote				
Tendering Text: Install SMF in new duct greater than 12,000 Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
44	10000.000	Foot		
Item Description: Install SMF in existing duct less than 12,000 Linear Feet Per Quote				
Tendering Text: Install SMF in existing duct less than 12,000 Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
45	15000.000	Foot		
Item Description: Install SMF in existing duct greater than 12,000 Linear Feet Per Quote				
Tendering Text: Install SMF in existing duct greater than 12,000 Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
46	10000.000	Foot		
Item Description: Install SMF lashed to messenger less than 12,000 Linear Feet Per Quote				
Tendering Text: Install SMF lashed to messenger less than 12,000 Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
47	5000.000	Foot		
Item Description: Install SMF lashed to messenger greater				
Tendering Text: Install SMF lashed to messenger greater than 12,000' Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
48	5000.000	Foot		
Item Description: Install SMF over lashed to messenger with existing cables Linear Feet Per Quote				
Tendering Text: Install SMF over lashed to messenger with existing cables Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
49	10000.000	Foot		
Item Description: Remove existing fiber from existing duct for salvage and reuse Linear Feet Per Quote				
Tendering Text: Remove existing fiber from existing duct for salvage and reuse Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
50	20000.000	Foot		
Item Description: Remove existing fiber from existing duct for disposal Linear Feet Per Quote				
Tendering Text: Remove existing fiber from existing duct for disposal Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
51	2.000	each		
Item Description: Install snow shoes per set				
Tendering Text: Install snow shoes per set				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
52	15000.000	Foot		
Item Description: F/I ~~ Galva steel cable with hardware for messenger Linear Feet Per Quote				
Tendering Text: F/I ~~ Galva steel cable with hardware for messenger Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
53	5.000	each		
Item Description: F/I back guy for wood pole including cable, anchor, hardware, and ground				
Tendering Text: F/I back guy for wood pole including cable, anchor, hardware, and ground				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
54	5.000	each		
Item Description: F/I sidewalk guy for wood pole including cable, anchor, hardware, and ground				
Tendering Text: F/I sidewalk guy for wood pole including cable, anchor, hardware, and ground				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
55	3.000	each		
Item Description: F/I Aerial guy including all hardware and cable				
Tendering Text: F/I Aerial guy including all hardware and cable				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
56	25.000	each		
Item Description: F/I 30' wood pole				
Tendering Text: F/I 30' wood pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
57	5.000	each		
Item Description: Install 30' , 35' or 40' wood pole				
Tendering Text: Install 30' , 35' or 40' wood pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
58	5.000	each		
Item Description: Remove 30', 35' or 40' wood pole including fill				
Tendering Text: Remove 30', 35' or 40' wood pole including fill				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
59	10.000	each		
Item Description: F/I 35' wood pole				
Tendering Text: F/I 35' wood pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
60	5.000	each		
Item Description: F/I 40' wood pole				
Tendering Text: F/I 40' wood pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
61	2.000	each		
Item Description: F/I 60' concrete pole				
Tendering Text: F/I 60' concrete pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
62	12.000	each		
Item Description: Install 60' concrete pole				
Tendering Text: Install 60' concrete pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
63	5.000	each		
Item Description: Remove 60' concrete pole including fill				
Tendering Text: Remove 60' concrete pole including fill				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
64	1.000	each		
Item Description: F/I 80' concrete pole				
Tendering Text: F/I 80' concrete pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
65	1.000	each		
Item Description: Install 80' concrete pole				
Tendering Text: Install 80' concrete pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
66	1.000	each		
Item Description: Remove 80' concrete pole				
Tendering Text: Remove 80' concrete pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
67	8.000	each		
Item Description: Install 40' concrete pole				
Tendering Text: Install 40' concrete pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
68	5.000	each		
Item Description: Remove 40' concrete pole including fill				
Tendering Text: Remove 40' concrete pole including fill				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
69	10.000	each		
Item Description: Remove lowering device on existing erect pole				
Tendering Text: Remove lowering device on existing erected pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
70	10.000	each		
Item Description: Install lowering device on existing erected pole				
Tendering Text: Install lowering device on existing erected pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
71	5.000	each		
Item Description: remove and install lowering device on existing erected pole				
Tendering Text: remove and install lowering device on existing erected pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
72	2.000	each		
Item Description: F/I CLS lowering device on non-erected pole				
Tendering Text: F/I CLS lowering device on non-erected pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
73	2.000	each		
Item Description: F/I MOOG lowering device on non-erected pole				
Tendering Text: F/I MOOG lowering device on non-erected pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
74	12.000	each		
Item Description: Install lowering device non erected pole				
Tendering Text: Install lowering device non erected pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
75	10.000	each		
Item Description: F/I service box				
Tendering Text: F/I service box				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
76	50.000	each		
Item Description: Install service box				
Tendering Text: Install service box				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
77	10.000	each		
Item Description: F/I pull box				
Tendering Text: F/I pull box				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
78	20.000	each		
Item Description: Install pull box				
Tendering Text: Install pull box				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
79	10.000	each		
Item Description: F/I 100 AMP electrical service on wood or concrete pole overhead				
Tendering Text: F/I 100 AMP electrical service on wood or concrete pole overhead				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
80	5.000	each		
Item Description: F/I 100 AMP electrical service on pedestal underground				
Tendering Text: F/I 100 AMP electrical service on pedestal underground				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
81	1.000	each		
Item Description: F/I 200 AMP electrical service on concrete or wood pole overhead				
Tendering Text: F/I 200 AMP electrical service on concrete or wood pole overhead				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
82	1.000	each		
Item Description: F/I 200 AMP electrical service on pedestal underground				
Tendering Text: F/I 200 AMP electrical service on pedestal underground				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
83	6000.000	Foot		
Item Description: Install #10, 6, 4, or 2 THHN in duct (length of pull not length of cable) Linear Feet per Quote				
Tendering Text: Install #10, 6, 4, or 2 THHN in duct (length of pull not length of cable) Linear Feet per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
84	2500.000	Foot		
Item Description: Install 1/0, 2/0, 3/0, or 4/0 THHN in duct (length of pull not length of cable) Linear Feet per Quote				
Tendering Text: Install 1/0, 2/0, 3/0, or 4/0 THHN in duct (length of pull not length of cable) Linear Feet per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
85	500.000	Foot		
Item Description: Install 300 or 350 MCM in duct (length of pull not length of cable) Linear Feet per Quote				
Tendering Text: Install 300 or 350 MCM in duct (length of pull not length of cable) Linear Feet per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
86	100.000	each		
Item Description: F/I additional ground rod 5/8~ X 8'				
Tendering Text: F/I additional ground rod 5/8~ X 8'				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
87	200.000	Foot		
Item Description: Install additional #4 ground wire 7 strand bare Linear Feet per Quote				
Tendering Text: Install additional #4 ground wire 7 strand bare Linear Feet per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
88	100.000	each		
Item Description: F/I additional exothermic weld for 5/8~ground rods and #4 or 6 wire				
Tendering Text: F/I additional exothermic weld for 5/8~ ground rods and #4 or 6 wire				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
89	20.000	each		
Item Description: F/I lentil for disconnect				
Tendering Text: F/I lentil for disconnect				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
90	10.000	each		
Item Description: Install lentil for disconnect				
Tendering Text: Install lentil for disconnect				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
91	10.000	each		
Item Description: F/I 100AMP disconnect				
Tendering Text: F/I 100AMP disconnect				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
92	2.000	each		
Item Description: F/I 200AMP disconnect				
Tendering Text: F/I 200AMP disconnect				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
93	2.000	each		
Item Description: F/I poured in place cabinet base for 332 cabinet				
Tendering Text: F/I poured in place cabinet base for 332 cabinet				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
94	50.000	each		
Item Description: Furnish pre Fab cabinet concrete base for 322 cabinet				
Tendering Text: Furnish pre Fab cabinet concrete base for 322 cabinet				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
95	50.000	each		
Item Description: Install pre Fab cabinet base				
Tendering Text: Install pre Fab cabinet base				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
96	50.000	each		
Item Description: Install 332 cabinet				
Tendering Text: Install 332 cabinet				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
97	5.000	each		
Item Description: Install 336 cabinet on pole				
Tendering Text: Install 336 cabinet on pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
98	5.000	each		
Item Description: Remove 332 cabinet				
Tendering Text: Remove 332 cabinet				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
99	2.000	each		
Item Description: Remove 336 Cabinet				
Tendering Text: Remove 336 Cabinet				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
100	5.000	each		
Item Description: Remove pre fab concrete cabinet base and fill dirt				
Tendering Text: Remove pre fab concrete cabinet base and fill dirt				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
101	1.000	each		
Item Description: F/I stainless pull box for bridge with hubs and hardware				
Tendering Text: F/I stainless pull box for bridge with hubs and hardware				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
102	100.000	Foot		
Item Description: F/I concrete sidewalk 4~ uniform per sq. ft. Square Foot per Quote				
Tendering Text: F/I concrete sidewalk 4~ uniform per sq. ft. Square Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
103	100.000	Foot		
Item Description: Remove 4~ uniform sidewalk per sq. ft. Square Foot per Quote				
Tendering Text: F/I concrete sidewalk 4~ uniform per sq. ft. Square Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
104	100.000	Foot		
Item Description: Saw cut concrete up to 6~ depth per ft. Linear Foot per Quote				
Tendering Text: Saw cut concrete up to 6~ depth per ft. Linear Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
105	100.000	Foot		
Item Description: Saw cut ASPH up to 6~ depth per ft. Linear Foot per Quote				
Tendering Text: Saw cut ASPH up to 6~ depth per ft. Linear Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
106	50.000	each		
Item Description: Disposal of concrete and concrete poles per ton				
Tendering Text: Disposal of concrete and concrete poles per ton				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
107	20.000	Hours		
Item Description: Portable light plant / generator per hour				
Tendering Text: Portable light plant / generator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
108	150.000	Hours		
Item Description: Portable Air Compressor per hour				
Tendering Text: Portable Air Compressor per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
109	200.000	Hours		
Item Description: Bucket truck 30' with operator per hour				
Tendering Text: Bucket truck 30' with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
110	75.000	Hours		
Item Description: Bucket truck 55' with operator per hour				
Tendering Text: Bucket truck 55' with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
111	25.000	Hours		
Item Description: Bucket truck 100' with operator per hour				
Tendering Text: Bucket truck 100' with operator per hour				

	Quantity	Unit of Measure	Unit Price	Extended Price
112	50.000	Hours		
Item Description: Backhoe with operator per hour				
Tendering Text: Backhoe with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
113	100.000	Hours		
Item Description: Mini excavator with operator per hour				
Tendering Text: Mini excavator with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
114	200.000	Hours		
Item Description: Trencher with operator per hour				
Tendering Text: Trencher with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
115	50.000	Hours		
Item Description: Plow for installation of HDPE roll duct per hour				
Tendering Text: Plow for installation of HDPE roll duct per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
116	40.000	Hours		
Item Description: Dump truck 26,000 with operator per hour				
Tendering Text: Dump truck 26,000 with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
117	80.000	Hours		
Item Description: Dump truck 16,000 with operator per hour				
Tendering Text: Dump truck 16,000 with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
118	25.000	Hours		
Item Description: 15 ton crane w/ man basket with operator per hour				
Tendering Text: 15 ton crane w/ man basket with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
119	25.000	Hours		
Item Description: 60 ton crane with operator per hour				
Tendering Text: 60 ton crane with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
120	25.000	Hours		
Item Description: 100 ton crane with operator per hour				
Tendering Text: 100 ton crane with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
121	200.000	Hours		
Item Description: Line truck with 18~-36~ augers and operator per hour				
Tendering Text: Line truck with 18~-36~ augers and operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
122	200.000	Hours		
Item Description: Pole trailer per hour				
Tendering Text: Pole trailer per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
123	150.000	Hours		
Item Description: Utility trailer up to 24' per hour				
Tendering Text: Utility trailer up to 24' per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
124	100.000	Hours		
Item Description: Reel trailer for use with fiber optic cable, roll duct, electrical cable per hour				
Tendering Text: Reel trailer for use with fiber optic cable, roll duct, electrical cable per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
125	40.000	Hours		
Item Description: Trailer mounted rodder greater than 1000 feet per hour				
Tendering Text: Trailer mounted rodder greater than 1000 feet per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
126	20.000	Hours		
Item Description: Pressure Digger 24" ~ 48" with operator per hour				
Tendering Text: Pressure Digger 24" ~ 48" with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
127	40.000	Hours		
Item Description: Tractor and trailer 53 ~ 80' per HR unlimited miles with operator/tie down equipment per hour				
Tendering Text: Tractor and trailer 53 ~ 80' per HR unlimited miles with operator/tie down equipment per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
128	10.000	Hours		
Item Description: Vac truck with operator per hour				
Tendering Text: Vac truck with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
129	40.000	Hours		
Item Description: Ground penetrating radar per hour				
Tendering Text: Ground penetrating radar per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
130	3000.000	Hours		
Item Description: OTDR per hour				
Tendering Text: OTDR per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
131	3000.000	Hours		
Item Description: Fusion Fiber splicer per hour				
Tendering Text: Fusion Fiber splicer per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
132	2000.000	Hours		
Item Description: Specialized tooling for PM services per hour				
Tendering Text: Specialized tooling for PM services per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
133	6000.000	Hours		
Item Description: Specialized tooling for Maintenance services per hour				
Tendering Text: Specialized tooling for Maintenance services per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
134	4000.000	Hours		
Item Description: Specialized fiber optic environmental control tooling per hour				
Tendering Text: Specialized fiber optic environmental control tooling per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
135	46000.000	Mile		
Item Description: Mileage reimbursement (IRS) for non-hourly rated vehicles Mileage per quote				
Tendering Text: Mileage reimbursement (IRS) for non-hourly rated vehicles Mileage per quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
136	2500.000	Hours		
Item Description: Furnish working crew (4 person, 2 specified pieces of equipment, foreman's truck and hand tools per hour				
Tendering Text: Furnish working crew (4 person, 2 specified pieces of equipment, foreman's truck and hand tools per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
137	5800.000	Hours		
Item Description: Helper per hour				
Tendering Text: Helper per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
138	10000.000	Hours		
Item Description: Tech I per hour				
Tendering Text: Tech I per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
139	23000.000	Hours		
Item Description: Tech II per hour				
Tendering Text: Tech II per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
140	7700.000	Hours		
Item Description: Tech III per hour				
Tendering Text: Tech III per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
141	6000.000	Hours		
Item Description: Tech IV per hour				
Tendering Text: Tech IV per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
142	25.000	Foot		
Item Description: Rotary mowing in R/W 30'wide Linear Foot per Quote				
Tendering Text: Rotary mowing in R/W 30'wide Linear Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
143	500.000	Foot		
Item Description: Tree trimming 15' wide, chipped on R/W Linear Foot per Quote				
Tendering Text: Tree trimming 15' wide, chipped on R/W Linear Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
144	200.000	Foot		
Item Description: Clearing and grubbing within R/W 10' wide Linear Foot per Quote				
Tendering Text: Clearing and grubbing within R/W 10' wide Linear Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
145	20.000	each		
Item Description: F/I marker post				
Tendering Text: F/I marker post				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
146	100.000	each		
Item Description: Install maker post				
Tendering Text: Install maker post				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
147	100.000	each		
Item Description: Cost plus material %15 based on $150,000.00 per year Lump Sum per quote				
Tendering Text: Cost plus material %15 based on $150,000.00 per year Lump Sum per quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
148	50.000	Cubic Yard		
Item Description: Unclassified Excavation CY				
Tendering Text: Unclassified Excavation CY				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
149	10.000	Cubic Yard		
Item Description: Rock Excavation CY				
Tendering Text: Rock Excavation CY				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
150	2.000	each		
Item Description: Project Maintenance Project Services p/day				
Tendering Text: Project Maintenance Project Services p/day				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
151	2.000	each		
Item Description: Site Survey/Inspection Daily site survey				
Tendering Text: Site Survey/Inspection Daily site survey				

Vendor's Checklist

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

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

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

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

5. Did you mark your "Original" Bid and provide the required # of copies?
   ____ Yes ____ No

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

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

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

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

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

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

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

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

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

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

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

Required certificates should be mailed to:

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

EXHIBIT C

July 20, 2020

Mrs. Robin B. Robinson
Senior Buyer
City of Charleston
Charleston, SC 29403
United States

RE: Request for Proposal No. 20-B025R, On-Call ITS Maintenance & Installation

Dear Mrs. Robinson:

We thank you for the opportunity to present our proposal to TEAM with City of Charleston to provide all work necessary to complete the above referenced requirement in accordance with the project Scope of Work. We are confident in our abilities to fulfill your maintenance needs safely, on schedule and with Sierras Construction's quality and customer care for the following reasons:

- Top-Notch "**Local**" Team – we have hand selected a well experienced, professional Project Team of Sierras Construction, LLC and key local partners with whom we have worked in the past, covering all the possible requirements that may arise on this project.
- Specialized Experience – We have completed several similar projects on various Military Bases and Federal Facilities and we understand the unique nature of working with vital military bases and Federal Government requirements.
- Proven Track Record - Pride in reputation gained with owners and subcontractors alike with a no claim Government record. Our construction and maintenance proven history should give you a peace of mind knowing we are a local partner that will be around to stand behind the quality of our work.

The point of contact for Sierras Construction LLC Team is Mr. Carlos F. Martinez with email address fmartinez@sierrasconstruction.com. Please find his address, phone number and fax number on the bottom of this page.

We look forward to serving your needs and creating a Team that will lead to successful projects.

Sincerely,

Carlos F. Martinez
President

SIERRAS CONSTRUCTION COMPANY, LLC.
190 Bellerive Lane, Summerville, South Carolina 29483
TELEPHONE (843) 875-1500 ✦ FAX (843) 875-1510

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B	Certificate of Familiarity
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D	Pricing Sheets
E	References
F	Certificate of Insurance

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Bid Number: 20-B025R	**Bids will be received until:** July 21, 2020 @ 12:00pm
Bid Title: On-Call ITS Maintenance & Installation	
Mailing Date: June 18, 2020	**Direct Inquiries to:** Robin B. Robinson
Vendor Name: Sierras Construction, LLC	**FEIN/SS#:** 83-0441196
Vendor Address: 190 Bellerive Lane	
City – State – Zip: Summerville, SC 29483	
Telephone Number: (843) 875-1500	**Fax Number:** (843) 875-1510
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? If so, please provide a copy of your certificate with your response.	☒ Yes ☐ No
Authorized Signature:	**Title:** President
Date: 17 July 2020	

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

IMPORTANT

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

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

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]

4. Questions regarding this solicitation must be submitted to **Robin B. Robinson or Chenette Singleton** in writing no later than **1:00pm on July 8, 2020**. Questions may either be faxed to 843-720-3872 or emailed to **Robin B. Robinson or Chenette Singleton** at **robinsonr@charleston-sc.gov or singletonc@charleston-sc.gov**.

Bid Number: 20-B025R	**Bids will be received until:** July 21, 2020 @ 12:00pm
Bid Title: On-Call ITS Maintenance & Installation	
Mailing Date: June 18, 2020	**Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

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

Sierras Construction, LLC
Company Name
As registered with the IRS

190 Bellerive Lane
Correspondence Address

Summerville, SC 29483
City, State, Zip

fmartinez@sierrasconstruction.com
Email Address

Toll-Free Number (if available)

190 Bellerive Lane
Remittance Address

Summerville, SC 29483
City, State, Zip

Authorized Signature

Carlos F. Martinez
Printed Name

President
Title

(843) 875-1500
Telephone Number

(843) 875-1510
Fax Number

17 July 2020
Date

83-0441196
Federal Tax ID (FEIN)/SS Number

7000072005
SC Sales Tax Number

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

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

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

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

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

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

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

COMPLIANCE REQUIREMENTS:

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

   ☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

   AND

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

   OR

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

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

Name of Company: Sierras Construction, LLC

Signature — 17 July 2020 (Date)

Carlos F. Martinez (Print Name) — President (Title)

Derek Farmer

Witness

AFFIDAVIT C

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

Affidavit of Sierras Construction, LLC
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the On-Call ITS Maintenance City of Charleston, 20-B025R contract.
(Name of Project)

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

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

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

Date: 17 July 2020 Name of Authorized Officer (Print/Type): Carlos F. Martinez

Signature:

Title: President

Sworn to before me this 17 day of July, 2020
Notary Public for the State of South Carolina
My Commission Expires: 01 June 2028
Print Name: Derek Farmer
Phone Number: (843) 826-7764
Address: 401 Amy Drive
Goose Creek, SC 29445

Notary Seal:

DEREK FARMER NOTARY PUBLIC SOUTH CAROLINA MY COMMISSION EXPIRES JUNE 01 2028

U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, D.C. 20416

December 10, 2009

Carlos F. Martinez, President
Sierras Construction, LLC
104 Kapalua Run
Summerville, South Carolina 29483-5181

Dear Mr. Martinez,

Congratulations! Your firm has been certified as a Participant in the U.S. Small Business Administration's (SBA) 8(a) Business Development Program. Your nine (9) year program term begins on the date of this letter.

During participation in the 8(a) Business Development Program, you will receive business development assistance from an assigned Business Development Specialist in the Charleston, South Carolina Office located at 5900 Core Drive, Suite 403, Charleston, South Carolina. The phone number is 843-225-0006.

Your firm will become eligible to receive 8(a) Business Development contracts after you submit a business plan using SBA Form 1010C and receive SBA's approval of the plan. We are sending a copy of this certification letter to the SBA Charleston, South Carolina Office. That office will send you the business plan form.

SBA requires that the 8(a) participant's President or Chief Executive Officer sign a Participation Agreement to show that he or she understands the conditions of 8(a) program participation. Please read the Agreement carefully, sign and date one copy and return it to the SBA Charleston, South Carolina Office at the address shown in the second paragraph above. The second copy is for your records.

Even though your firm's approved North American Industry Classification System (NAICS) Code is 238210 firm may be awarded contracts under other NAICS Codes, as long as your firm is qualified to perform the required service or task. In this regard, please note that contracts awarded under 8(a) Business Development Program authority generally result from the self-marketing efforts of participating firms. While your firm's acceptance into the 8(a) Business Development program is not a guarantee of contract support, SBA will make every effort to assist you in your marketing efforts.

During your participation in the 8(a) Business Development Program, I encourage you to take advantage of the Mentor-Protégé Program, the Federal Surplus Property Program and the extensive management and technical training available to you. Your local SBA District Office can provide additional information on these programs.

If you have not already done so, we strongly suggest that you acquire access to e-mail to enhance your communication abilities with public and private sector buyers. Also, you should consider setting up a merchant account with a credit card company which will give you the ability to accept credit card orders

for your goods and services from over 1,000 Federal buying offices. Finally, registration in the Department of Defense s Central Contractor Registration (CCR) database is a requirement to receive federal contracts. Therefore, if you have not already done so, you must register your firm, including completion of the SBA supplemental page, in the CCR registry found on-line at http://www.ccr.gov/.

I welcome you as an 8(a) Business Development Program participant and wish you every possible success.
Sincerely,

Joseph P. Loddo
Associate Administrator
Office of Business Development

PRICES AND ESTIMATED QUANTITIES

Line Item	QTY	UM	Bid Price	Max. Price	Description	Totals Based on Max Price
1	25	EA	$566.50	$566.50	Mobilization per work order	$14,162.50
2	10	EA	$412.00	$412.00	Traffic control per day non interstate	$4,120.00
3	5	EA	$515.00	$515.00	Traffic control per night time non interstate	$2,575.00
4	10,000	LF	$5.15	$5.15	F/I 2" HDPE roll pipe SCH 80/SDR11 to include 1-2" pipe less than 5000' trenched/plowed	$51,500.00
5	25,000	LF	$4.64	$4.64	F/I 2" HDPE roll pipe SCH 80/SDR11 to include 1-2" pipe greater than 5000' trenched/plowed	$116,000.00
6	2,000	LF	$1.60	$1.60	F/I 2" HDPE Additional roll pipe SCH 80/SDR11 1-2" addition for trench/plowed/bore	$3,200.00
7	500	LF	$20.60	$20.60	F/I 2" HDPE roll pipe SCH 80/SDR11 to include 1-2" pipe Rock Trench	$10,300.00
8	200	LF	$51.50	$51.50	F/I 2" HDPE directional rock bore SCH 80/SDR11 to include 1-2" pipes	$10,300.00
9	1,000	LF	$12.36	$12.36	F/I 2" HDPE directional bore SCH 80/SDR11 to include 1-2" pipe greater than 1000'	$12,360.00
10	5,000	LF	$16.48	$16.48	F/I 2" HDPE directional bore SCH 80/SDR11 to include 1-2" pipe less than 1000'	$82,400.00
11	50	LF	$12.88	$12.88	F/I 2" Gal Ridged conduit 1-2" pipe trenched/riser	$644.00
12	1,500	LF	$39.14	$39.14	F/I 2" Gal Ridged conduit to include 1-2" conduit with stainless bridge attachment and hardware	$58,710.00
13	2,500	LF	$10.08	$10.08	F/I 2" SCH 80 PVC trenched/ riser	$25,200.00
14	1,500	LF	$7.21	$7.21	F/I 1" SCH 80 PVC trenched/ riser	$10,815.00
15	5,000	LF	$0.58	$0.58	F/I Detectable mule tape in existing conduit	$2,900.00
16	25,000	LF	$0.32	$0.32	F/I Detectable mule tape in new conduit with fiber	$8,000.00
17	5,000	LF	$0.37	$0.37	Install Detectable mule tape in existing conduit	$1,850.00
18	48	EA	$26.52	$26.52	FO Fusion splicing < 24	$1,272.96
19	96	EA	$18.54	$18.54	FO Fusion splicing < 144	$1,779.84
20	144	EA	$12.36	$12.36	FO Fusion splicing > 144	$1,779.84
21	12	EA	$3.09	$3.09	Install splice trays/coupler panels	$37.08
22	5	EA	$103.00	$103.00	Install FO splice closure only	$515.00

23	6	EA	$43.26	$43.26	F/I coupler panel, 6 fiber, SM, ST (CCH-CP06P-19)	$259.56
24	2	EA	$309.00	$309.00	F/I FO splice tray housing rack max 144 fiber (CSH-03U)	$618.00
25	6	EA	$61.80	$61.80	F/I FO splice tray, fusion heat shrink 12 fiber (M67-048)	$370.80
26	6	EA	$16.48	$16.48	F/I FO jumper, SM, ST, LC 6'	$98.88
27	12	EA	$10.30	$10.30	F/I pigtail, SM, ST, 3'	$123.60
28	6	EA	$12.36	$12.36	F/I jumper, SM, ST, 3'	$74.16
29	2	EA	$51.50	$51.50	Install term cabinet, wall or rack	$103.00
30	6	EA	$51.50	$51.50	LT FO cable prep up to 72	$309.00
31	12	EA	$61.80	$61.80	LT FO cable prep greater than 96	$741.60
32	2	EA	$360.50	$360.50	F/I splice enclosure 48 strand fiber (2178S)	$721.00
33	4	EA	$463.50	$463.50	F/I splice enclosure 96 strand fiber (2178L w/ Exp)	$1,854.00
34	6	EA	$515.00	$515.00	F/I splice enclosure 144 strand fiber (2178LL w/2181 Exp)	$3,090.00
35	4	EA	$41.20	$41.20	F/I fiber trays, fusion HS, slant (2523t w/ 2524I)	$164.80
36	2	EA	$51.50	$51.50	F/I aerial FOSC mounting brackets (2183)	$103.00
37	144	EA	$10.30	$10.30	LSPM test (any wave)	$1,483.20
38	72	EA	$5.67	$5.67	OTDR testing (any wave) up to 72	$408.24
39	1440	EA	$4.12	$4.12	OTDR testing (any wave) > 144	$5,932.80
40	144	EA	$10.30	$10.30	OTDR reel test (any wave) up to 72	$1,483.20
41	864	EA	$8.24	$8.24	OTDR reel test (any wave) > 144	$7,119.36
42	6000	LF	$1.03	$1.03	Install SMF in new duct less than 12,000'	$6,180.00
43	30000	LF	$0.93	$0.93	Install SMF in new duct greater than 12,000'	$27,900.00
44	10000	LF	$1.55	$1.55	Install SMF in existing duct less than 12,000'	$15,500.00
45	15000	LF	$1.44	$1.44	Install SMF in existing duct greater than 12,000'	$21,600.00
46	10000	LF	$1.65	$1.65	Install SMF lashed to messenger less than 12,000'	$16,500.00
47	5000	LF	$1.55	$1.55	Install SMF lashed to messenger greater than 12,000'	$7,750.00
48	5000	LF	$1.85	$1.85	Install SMF over lashed to messenger with existing cables	$9,250.00
49	10000	LF	$1.65	$1.65	Remove existing fiber from existing duct for salvage and reuse	$16,500.00
50	20000	LF	$0.77	$0.77	Remove existing fiber from existing duct for disposal	$15,400.00
51	2	EA	$154.50	$154.50	Install snow shoes per set	$309.00

52	15000	LF	$2.58	$2.58	F/I ¼" Galva steel cable with hardware for messenger	$38,700.00
53	5	EA	$231.75	$231.75	F/I back guy for wood pole including cable, anchor, hardware, and ground	$1,158.75
54	5	EA	$257.50	$257.50	F/I sidewalk guy for wood pole including cable, anchor, hardware, and ground	$1,287.50
55	3	EA	$154.50	$154.50	F/I Aerial guy including all hardware and cable	$463.50
56	25	EA	$360.50	$360.50	F/I 30' wood pole	$9,012.50
57	5	EA	$257.50	$257.50	Install 30' , 35' or 40' wood pole	$1,287.50
58	5	EA	$206.00	$206.00	Remove 30', 35' or 40' wood pole including fill	$1,030.00
59	10	EA	$412.00	$412.00	F/I 35' wood pole	$4,120.00
60	5	EA	$463.50	$463.50	F/I 40' wood pole	$2,317.50
61	2	EA	$7,416.00	$7,416.00	F/I 60' concrete pole	$14,832.00
62	12	EA	$1,854.00	$1,854.00	Install 60' concrete pole	$22,248.00
63	5	EA	$1,545.00	$1,545.00	Remove 60' concrete pole including fill	$7,725.00
64	1	EA	$9,270.00	$9,270.00	F/I 80' concrete pole	$9,270.00
65	1	EA	$2,060.00	$2,060.00	Install 80' concrete pole	$2,060.00
66	1	EA	$1,854.00	$1,854.00	Remove 80' concrete pole	$1,854.00
67	8	EA	$412.00	$412.00	Install 40' concrete pole	$3,296.00
68	5	EA	$309.00	$309.00	Remove 40' concrete pole including fill	$1,545.00
69	10	EA	$566.50	$566.50	Remove lowering device on existing erected pole	$5,665.00
70	10	EA	$592.25	$592.25	Install lowering device on existing erected pole	$5,922.50
71	5	EA	$772.50	$772.50	remove and install lowering device on existing erected pole	$3,862.50
72	2	EA	$4,944.00	$4,944.00	F/I CLS lowering device on non-erected pole	$9,888.00
73	2	EA	$6,180.00	$6,180.00	F/I MOOG lowering device on non-erected pole	$12,360.00
74	12	EA	$206.00	$206.00	Install lowering device non erected pole	$2,472.00
75	10	EA	$1,236.00	$1,236.00	F/I service box	$12,360.00
76	50	EA	$515.00	$515.00	Install service box	$25,750.00
77	10	EA	$927.00	$927.00	F/I pull box	$9,270.00
78	20	EA	$412.00	$412.00	Install pull box	$8,240.00
79	10	EA	$504.70	$504.70	F/I 100 AMP electrical service on wood or concrete pole overhead	$5,047.00
80	5	EA	$319.30	$319.30	F/I 100 AMP electrical service on pedestal underground	$1,596.50
81	1	EA	$566.50	$566.50	F/I 200 AMP electrical service on concrete or wood pole overhead	$566.50
82	1	EA	$412.00	$412.00	F/I 200 AMP electrical service on pedestal underground	$412.00

83	6000	LF	$0.52	$0.52	Install #10, 6, 4, or 2 THHN in duct (length of pull not length of cable)	$3,120.00
84	2500	LF	$0.93	$0.93	Install 1/0, 2/0, 3/0, or 4/0 THHN in duct (length of pull not length of cable)	$2,325.00
85	500	LF	$1.55	$1.55	Install 300 or 350 MCM in duct (length of pull not length of cable)	$775.00
86	100	EA	$30.90	$30.90	F/I additional ground rod 5/8" X 8'	$3,090.00
87	200	LF	$1.03	$1.03	Install additional #4 ground wire 7 strand bare	$206.00
88	100	EA	$20.60	$20.60	F/I additional exothermic weld for 5/8" ground rods and #4 or 6 wire	$2,060.00
89	20	EA	$133.90	$133.90	F/I lentil for disconnect	$2,678.00
90	10	EA	$77.25	$77.25	Install lentil for disconnect	$772.50
91	10	EA	$154.50	$154.50	F/I 100AMP disconnect	$1,545.00
92	2	EA	$231.75	$231.75	F/I 200AMP disconnect	$463.50
93	2	EA	$824.00	$824.00	F/I poured in place cabinet base for 332 cabinet	$1,648.00
94	50	EA	$515.00	$515.00	Furnish pre Fab cabinet concrete base for 322 cabinet	$25,750.00
95	50	EA	$309.00	$309.00	Install pre Fab cabinet base	$15,450.00
96	50	EA	$206.00	$206.00	Install 332 cabinet	$10,300.00
97	5	EA	$231.75	$231.75	Install 336 cabinet on pole	$1,158.75
98	5	EA	$82.40	$82.40	Remove 332 cabinet	$412.00
99	2	EA	$77.25	$77.25	Remove 336 Cabinet	$154.50
100	5	EA	$283.25	$283.25	Remove pre fab concrete cabinet base and fill dirt	$1,416.25
101	1	EA	$1,030.00	$1,030.00	F/I stainless pull box for bridge with hubs and hardware	$1,030.00
102	100	SF	$10.33	$10.33	F/I concrete sidewalk 4" uniform per sq. ft.	$1,033.00
103	100	SF	$5.15	$5.15	Remove 4" uniform sidewalk per sq. ft.	$515.00
104	100	LF	$7.21	$7.21	Saw cut concrete up to 6" depth per ft.	$721.00
105	100	LF	$6.70	$6.70	Saw cut ASPH up to 6" depth per ft.	$670.00
106	50	EA	$154.50	$154.50	Disposal of concrete and concrete poles per ton	$7,725.00
107	20	HR	$15.45	$15.45	Portable light plant / generator per hour	$309.00
108	150	HR	$18.54	$18.54	Portable Air Compressor per hour	$2,781.00
109	200	HR	$92.70	$92.70	Bucket truck 30' with operator per hour	$18,540.00
110	75	HR	$103.00	$103.00	Bucket truck 55' with operator per hour	$7,725.00
111	25	HR	$185.40	$185.40	Bucket truck 100' with operator per hour	$4,635.00

112	50	HR	$85.49	$85.49	Backhoe with operator per hour	$4,274.50
113	100	HR	$82.40	$82.40	Mini excavator with operator per hour	$8,240.00
114	200	HR	$92.70	$92.70	Trencher with operator per hour	$18,540.00
115	50	HR	$166.86	$166.86	Plow for installation of HDPE roll duct per hour	$8,343.00
116	40	HR	$103.00	$103.00	Dump truck 26,000 with operator per hour	$4,120.00
117	80	HR	$77.25	$77.25	Dump truck 16,000 with operator per hour	$6,180.00
118	25	HR	$164.80	$164.80	15 ton crane w/ man basket with operator per hour	$4,120.00
119	25	HR	$195.70	$195.70	60 ton crane with operator per hour	$4,892.50
120	25	HR	$412.00	$412.00	100 ton crane with operator per hour	$10,300.00
121	200	HR	$103.00	$103.00	Line truck with 18"-36" augers and operator per hour	$20,600.00
122	200	HR	$10.30	$10.30	Pole trailer per hour	$2,060.00
123	150	HR	$8.24	$8.24	Utility trailer up to 24' per hour	$1,236.00
124	100	HR	$20.60	$20.60	Reel trailer for use with fiber optic cable, roll duct, electrical cable per hour	$2,060.00
125	40	HR	$180.25	$180.25	Trailer mounted rodder greater than 1000 feet per hour	$7,210.00
126	20	HR	$154.50	$154.50	Pressure Digger 24'' – 48'' with operator per hour	$3,090.00
127	40	HR	$169.95	$169.95	Tractor and trailer 53 – 80' per HR unlimited miles with operator/tie down equipment per hour	$6,798.00
128	10	HR	$206.00	$206.00	Vac truck with operator per hour	$2,060.00
129	40	HR	$51.50	$51.50	Ground penetrating radar per hour	$2,060.00
130	3000	HR	$2.06	$2.06	OTDR per hour	$6,180.00
131	3000	HR	$2.57	$2.57	Fusion Fiber splicer per hour	$7,710.00
132	2000	HR	$1.29	$1.29	Specialized tooling for PM services per hour	$2,580.00
133	6000	HR	$1.39	$1.39	Specialized tooling for Maintenance services per hour	$8,340.00
134	4000	HR	$1.55	$1.55	Specialized fiber optic environmental control tooling per hour	$6,200.00
135	460000	MI	$0.58	$0.58	Mileage reimbursement (IRS) for non-hourly rated vehicles	$266,800.00
136	2500	HR	$190.55	$190.55	Furnish working crew (4 person, 2 specified pieces of equipment, foreman's truck and hand tools) per hour	$476,375.00
137	5800	HR	$41.20	$41.20	Helper per hour	$238,960.00
138	10000	HR	$55.62	$55.62	Tech I per hour	$556,200.00
139	23000	HR	$72.10	$72.10	Tech II per hour	$1,658,300.00

140	7700	HR	$87.55	$87.55	Tech III per hour	$674,135.00
141	6000	HR	$185.40	$185.40	Tech IV per hour	$1,112,400.00
142	25	LF	$1.03	$1.03	Rotary mowing in R/W 30'wide	$25.75
143	500	LF	$10.30	$10.30	Tree trimming 15' wide, chipped on R/W	$5,150.00
144	200	LF	$8.24	$8.24	Clearing and grubbing within R/W 10' wide	$1,648.00
145	20	EA	$30.90	$30.90	F/I marker post	$618.00
146	100	EA	$16.48	$16.48	Install maker post	$1,648.00
147	1	LS	$23,175.00	$23,175.00	Cost plus material %15 based on $150,000.00 per year	$23,175.00
148	50	CY	$128.75	$128.75	Unclassified Excavation CY	$6,437.50
149	10	CY	$257.50	$257.50	Rock Excavation CY	$2,575.00
150	2	EA	$17,370.95	$17,370.95	Project Maintenance Project Svcs p/day	$34,741.90
151	2	EA	$2,096.05	$2,096.05	Site Survey/Inspection Daily site survey	$4,192.10
						$6,137,571.42

#20-P025R Pricing Sheets

Vendor: SIERRAS CONSTRUCTION, LLC

Item	Quantity	Unit of Measure	Unit Price	Extended Price
1	25.000	each	$566.50	$14,162.50
Item Description: Mobilization per work order				
Tendering Text: Mobilization per work order				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
2	10.000	each	$412.00	$4,120.00
Item Description: Traffic control per day non interstate				
Tendering Text: Traffic control per day non interstate				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
3	5.000	each	$515.00	$2,575.00
Item Description: Traffic control per night time non interstate				
Tendering Text: Traffic control per night time non interstate				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
4	10,000.000	Foot	$5.15	$51,500.00
Item Description: F/I 2~ HDPE roll pipe SCH 80/SDR11 to include 1-2~ pipe less than 5000' trenched/plowed – 10000 Linear Feet Per Quote				
Tendering Text: F/I 2~ HDPE roll pipe SCH 80/SDR11 to include 1-2~ pipe less than 5000' trenched/plowed - 10000 Linear Feet PER QUOTE				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
5	25,000.000	Foot	$4.64	$116,000.00
Item Description: F/I 2~ HDPE roll pipe SCH 80/SDR11 to include 1-2~ pipe greater than 5000' trenched/plowed - Linear Feet per Quote				
Tendering Text: F/I 2~ HDPE roll pipe SCH 80/SDR11 to include 1-2~ pipe greater than 5000' trenched/plowed - Linear Feet per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
6	2,000.000	Foot	$1.60	$3,200.00
Item Description: F/I 2" HDPE Additional roll pipe SCH 80/SDR11 SDR11 1-2" addition for trench/plowed/bore - Linear Feet per Quote				
Tendering Text: F/I 2" HDPE Additional roll pipe SCH 80/SDR11 1-2" addition for trench/plowed/bore - Linear Feet per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
7	500.000	Foot	$20.60	$10,300.00
Item Description: F/I 2~ HDPE roll pipe SCH 80/SDR11 to include 1-2~ pipe Rock Trench Linear Feet Per Quote				
Tendering Text: F/I 2~ HDPE roll pipe SCH 80/SDR11 to include 1-2~ pipe Rock Trench Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
8	200.000	Foot	$51.50	$10,300.00
Item Description: F/I 2~ HDPE directional rock bore SCH 80/SDR11 to include 1-2~ pipes Linear Feet Per Quote				
Tendering Text: F/I 2~ HDPE directional rock bore SCH 80/SDR11 to include 1-2~ pipes Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
9	1,000.000	Foot	$12.36	$12,360.00
Item Description: F/I 2~ HDPE directional bore SCH 80/SDR11 to include 1-2~ pipe greater than 1000' Linear Feet Per Quote				
Tendering Text: F/I 2~ HDPE directional bore SCH 80/SDR11 to include 1-2~ pipe greater than 1000' Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
10	5,000.000	Foot	$16.48	$82,400.00
Item Description: F/I 2~ HDPE directional bore SCH 80/SDR11 to include 1-2~ pipe less than 1000' Linear Feet Per Quote				
Tendering Text: F/I 2~ HDPE directional bore SCH 80/SDR11 to include 1-2~ pipe less than 1000' Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
11	50.000	Foot	$12.88	$644.00
Item Description: F/I 2~ Gal Ridged conduit 1-2~ pipe trenched/riser Linear Feet Per Quote				
Tendering Text: F/I 2~ Gal Ridged conduit 1-2~ pipe trenched/riser Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
12	1,500.000	Foot	$39.14	$58,710.00
Item Description: F/I 2~ Gal Ridged conduit to include 1-2~ conduit with stainless bridge attachment and hardware Linear Feet Per Quote				
Tendering Text: F/I 2~ Gal Ridged conduit to include 1-2~ conduit with stainless bridge attachment and hardware Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
13	2,500.000	Foot	$10.08	$25,200.00
Item Description: F/I 2~ SCH 80 PVC trenched/ riser Linear Feet Per Quote				
Tendering Text: F/I 2~ SCH 80 PVC trenched/ riser Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
14	1,500.000	Foot	$7.21	$10,815.00
Item Description: F/I 1~ SCH 80 PVC trenched/ riser Liner Feet Per Quote				
Tendering Text: F/I 1~ SCH 80 PVC trenched/ riser Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
15	5,000.000	Foot	$0.58	$2,900.00
Item Description: F/I Detectable mule tape in existing conduit Linear Feet Per Quote				
Tendering Text: F/I Detectable mule tape in existing conduit Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
16	25,000.000	Foot	$0.32	$8,000.00
Item Description: F/I Detectable mule tape in new conduit with fiber Linear Feet Per Quote				
Tendering Text: F/I Detectable mule tape in new conduit with fiber Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
17	5,000.000	Foot	$0.37	$1,850.00
Item Description: Install Detectable mule tape in existing conduit Linear Feet Per Quote				
Tendering Text: Install Detectable mule tape in existing conduit Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
18	48.000	each	$26.52	$1,272.96
Item Description: FO Fusion splicing < 24				
Tendering Text: FO Fusion splicing < 24				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
19	96.000	each	$18.54	$1,779.84
Item Description: FO Fusion splicing < 144				
Tendering Text: FO Fusion splicing < 144				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
20	144.000	each	$12.36	$1,779.84
Item Description: FO Fusion splicing > 144				
Tendering Text: FO Fusion splicing > 144				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
21	12.000	each	$3.09	$37.08
Item Description: Install splice trays/coupler panels				
Tendering Text: Install splice trays/coupler panels				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
22	5.000	each	$103.00	$515.00
Item Description: Install FO splice closure only				
Tendering Text: Install FO splice closure only				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
23	6.000	each	$43.26	$259.56
Item Description: F/I coupler panel, 6 fiber, SM, ST (CCH-CP06P-19)				
Tendering Text: F/I coupler panel, 6 fiber, SM, ST (CCH-CP06P-19)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
24	2.000	each	$309.00	$618.00
Item Description: F/I FO splice tray housing rack max 144 fiber (CSH-03U)				
Tendering Text: F/I FO splice tray housing rack max 144 fiber (CSH-03U)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
25	6.000	each	$61.80	$370.80
Item Description: F/I FO splice tray, fusion heat shrink 12 fiber (M67-048)				
Tendering Text: F/I FO splice tray, fusion heat shrink 12 fiber (M67-048)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
26	6.000	each	$16.48	$98.88
Item Description: F/I FO jumper, SM, ST, LC 6'				
Tendering Text: F/I FO jumper, SM, ST, LC 6'				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
27	12.000	each	$10.30	$123.60
Item Description: F/I pigtail, SM, ST, 3'				
Tendering Text: F/I pigtail, SM, ST, 3'				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
28	6.000	each	$12.36	$74.16
Item Description: F/I jumper, SM, ST, 3'				
Tendering Text: F/I jumper, SM, ST, 3'				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
29	2.000	each	$51.50	$103.00
Item Description: Install term cabinet, wall or rack				
Tendering Text: Install term cabinet, wall or rack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
30	6.000	each	$51.50	$309.00
Item Description: LT FO cable prep up to 72				
Tendering Text: LT FO cable prep up to 72				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
31	12.000	each	$61.80	$741.60
Item Description: LT FO cable prep greater than 96				
Tendering Text: LT FO cable prep greater than 96				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
32	2.000	each	$360.50	$721.00
Item Description: F/I splice enclosure 48 strand fiber (21				
Tendering Text: F/I splice enclosure 48 strand fiber (2178S)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
33	4.000	each	$463.50	$1,854.00
Item Description: F/I splice enclosure 96 strand fiber (2178L w/Exp)				
Tendering Text: F/I splice enclosure 96 strand fiber (2178L w/ Exp)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
34	6.000	each	$515.00	$3,090.00
Item Description: F/I splice enclosure 144 strand fiber (2178LL w/2181 Exp)				
Tendering Text: F/I splice enclosure 144 strand fiber (2178LL w/2181 Exp)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
35	4.000	each	$41.20	$164.80
Item Description: F/I fiber trays, fusion HS, slant (2523t w/2524I)				
Tendering Text: F/I fiber trays, fusion HS, slant (2523t w/ 2524I)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
36	2.000	each	$51.50	$103.00
Item Description: F/I aerial FOSC mounting brackets (2183)				
Tendering Text: F/I aerial FOSC mounting brackets (2183)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
37	144.000	each	$10.30	$1,483.20
Item Description: LSPM test (any wave)				
Tendering Text: LSPM test (any wave)				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
38	72.000	each	$5.67	$408.24
Item Description: OTDR testing (any wave) up to 72				
Tendering Text: OTDR testing (any wave) up to 72				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
39	1,440.000	each	$4.12	$5,932.80
Item Description: OTDR testing (any wave) > 144				
Tendering Text: OTDR testing (any wave) > 144				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
40	144.000	each	$10.30	$1,483.20
Item Description: OTDR reel test (any wave) up to 72				
Tendering Text: OTDR reel test (any wave) up to 72				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
41	864.000	each	$8.24	$7,119.36
Item Description: OTDR reel test (any wave) > 144				
Tendering Text: OTDR reel test (any wave) > 144				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
42	6,000.000	Foot	$1.03	$6,180.00
Item Description: Install SMF in new duct less than 12,000 Linear Feet Per Quote				
Tendering Text: Install SMF in new duct less than 12,000 Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
43	30,000.000	Foot	$0.93	$27,900.00
Item Description: Install SMF in new duct greater than 12,000 Linear Feet Per Quote				
Tendering Text: Install SMF in new duct greater than 12,000 Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
44	10,000.000	Foot	$1.55	$15,500.00
Item Description: Install SMF in existing duct less than 12,000 Linear Feet Per Quote				
Tendering Text: Install SMF in existing duct less than 12,000 Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
45	15,000.000	Foot	$1.44	$21,600.00
Item Description: Install SMF in existing duct greater than 12,000 Linear Feet Per Quote				
Tendering Text: Install SMF in existing duct greater than 12,000 Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
46	10,000.000	Foot	$1.65	$16,500.00
Item Description: Install SMF lashed to messenger less than 12,000 Linear Feet Per Quote				
Tendering Text: Install SMF lashed to messenger less than 12,000 Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
47	5,000.000	Foot	$1.55	$7,750.00
Item Description: Install SMF lashed to messenger greater				
Tendering Text: Install SMF lashed to messenger greater than 12,000' Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
48	5,000.000	Foot	$1.85	$9,250.00
Item Description: Install SMF over lashed to messenger with existing cables Linear Feet Per Quote				
Tendering Text: Install SMF over lashed to messenger with existing cables Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
49	10,000.000	Foot	$1.65	$16,500.00
Item Description: Remove existing fiber from existing duct for salvage and reuse Linear Feet Per Quote				
Tendering Text: Remove existing fiber from existing duct for salvage and reuse Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
50	20,000.000	Foot	$0.77	$15,400.00
Item Description: Remove existing fiber from existing duct for disposal Linear Feet Per Quote				
Tendering Text: Remove existing fiber from existing duct for disposal Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
51	2.000	each	$154.50	$309.00
Item Description: Install snow shoes per set				
Tendering Text: Install snow shoes per set				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
52	15,000.000	Foot	$2.58	$38,700.00
Item Description: F/I ~~ Galva steel cable with hardware for messenger Linear Feet Per Quote				
Tendering Text: F/I ~~ Galva steel cable with hardware for messenger Linear Feet Per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
53	5.000	each	$231.75	$1,158.75
Item Description: F/I back guy for wood pole including cable, anchor, hardware. and ground				
Tendering Text: F/I back guy for wood pole including cable, anchor, hardware, and ground				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
54	5.000	each	$257.50	$1,287.50
Item Description: F/I sidewalk guy for wood pole including cable, anchor, hardware, and ground				
Tendering Text: F/I sidewalk guy for wood pole including cable, anchor, hardware, and ground				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
55	3.000	each	$154.50	$463.50
Item Description: F/I Aerial guy including all hardware and cable				
Tendering Text: F/I Aerial guy including all hardware and cable				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
56	25.000	each	$360.50	$9,012.50
Item Description: F/I 30' wood pole				
Tendering Text: F/I 30' wood pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
57	5.000	each	$257.50	$1,287.50
Item Description: Install 30' , 35' or 40' wood pole				
Tendering Text: Install 30' , 35' or 40' wood pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
58	5.000	each	$206.00	$1,030.00
Item Description: Remove 30', 35' or 40' wood pole including fill				
Tendering Text: Remove 30', 35' or 40' wood pole including fill				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
59	10.000	each	$412.00	$4,120.00
Item Description: F/I 35' wood pole				
Tendering Text: F/I 35' wood pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
60	5.000	each	$463.50	$2,317.50
Item Description: F/I 40' wood pole				
Tendering Text: F/I 40' wood pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
61	2.000	each	$7,416.00	$14,832.00
Item Description: F/I 60' concrete pole				
Tendering Text: F/I 60' concrete pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
62	12.000	each	$1,854.00	$22,248.00
Item Description: Install 60' concrete pole				
Tendering Text: Install 60' concrete pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
63	5.000	each	$1,545.00	$7,725.00
Item Description: Remove 60' concrete pole including fill				
Tendering Text: Remove 60' concrete pole including fill				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
64	1.000	each	$9,270.00	$9,270.00
Item Description: F/I 80' concrete pole				
Tendering Text: F/I 80' concrete pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
65	1.000	each	$2,060.00	$2,060.00
Item Description: Install 80' concrete pole				
Tendering Text: Install 80' concrete pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
66	1.000	each	$1,854.00	$1,854.00
Item Description: Remove 80' concrete pole				
Tendering Text: Remove 80' concrete pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
67	8.000	each	$412.00	$3,296.00
Item Description: Install 40' concrete pole				
Tendering Text: Install 40' concrete pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
68	5.000	each	$309.00	$1,545.00
Item Description: Remove 40' concrete pole including fill				
Tendering Text: Remove 40' concrete pole including fill				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
69	10.000	each	$566.50	$5,665.00
Item Description: Remove lowering device on existing erect pole				
Tendering Text: Remove lowering device on existing erected pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
70	10.000	each	$592.25	$5,922.50
Item Description: Install lowering device on existing erected pole				
Tendering Text: Install lowering device on existing erected pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
71	5.000	each	$772.50	$3,862.50
Item Description: remove and install lowering device on existing erected pole				
Tendering Text: remove and install lowering device on existing erected pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
72	2.000	each	$4,944.00	$9,888.00
Item Description: F/I CLS lowering device on non-erected pole				
Tendering Text: F/I CLS lowering device on non-erected pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
73	2.000	each	$6,180.00	$12,360.00
Item Description: F/I MOOG lowering device on non-erected pole				
Tendering Text: F/I MOOG lowering device on non-erected pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
74	12.000	each	$206.00	$2,472.00
Item Description: Install lowering device non erected pole				
Tendering Text: Install lowering device non erected pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
75	10.000	each	$1,236.00	$12,360.00
Item Description: F/I service box				
Tendering Text: F/I service box				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
76	50.000	each	$515.00	$25,750.00
Item Description: Install service box				
Tendering Text: Install service box				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
77	10.000	each	$927.00	$9,270.00
Item Description: F/I pull box				
Tendering Text: F/I pull box				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
78	20.000	each	$412.00	$8,240.00
Item Description: Install pull box				
Tendering Text: Install pull box				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
79	10.000	each	$504.70	$5,047.00
Item Description: F/I 100 AMP electrical service on wood or concrete pole overhead				
Tendering Text: F/I 100 AMP electrical service on wood or concrete pole overhead				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
80	5.000	each	$319.30	$1,596.50
Item Description: F/I 100 AMP electrical service on pedestal underground				
Tendering Text: F/I 100 AMP electrical service on pedestal underground				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
81	1.000	each	$566.50	$566.50
Item Description: F/I 200 AMP electrical service on concrete or wood pole overhead				
Tendering Text: F/I 200 AMP electrical service on concrete or wood pole overhead				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
82	1.000	each	$412.00	$412.00
Item Description: F/I 200 AMP electrical service on pedestal underground				
Tendering Text: F/I 200 AMP electrical service on pedestal underground				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
83	6,000.000	Foot	$0.52	$3,120.00
Item Description: Install #10, 6, 4, or 2 THHN in duct (length of pull not length of cable) Linear Feet per Quote				
Tendering Text: Install #10, 6, 4, or 2 THHN in duct (length of pull not length of cable) Linear Feet per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
84	2,500.000	Foot	$0.93	$2,325.00
Item Description: Install 1/0, 2/0, 3/0, or 4/0 THHN in duct (length of pull not length of cable) Linear Feet per Quote				
Tendering Text: Install 1/0, 2/0, 3/0, or 4/0 THHN in duct (length of pull not length of cable) Linear Feet per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
85	500.000	Foot	$1.55	$775.00
Item Description: Install 300 or 350 MCM in duct (length of pull not length of cable) Linear Feet per Quote				
Tendering Text: Install 300 or 350 MCM in duct (length of pull not length of cable) Linear Feet per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
86	100.000	each	$30.90	$3,090.00
Item Description: F/I additional ground rod 5/8~ X 8'				
Tendering Text: F/I additional ground rod 5/8~ X 8'				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
87	200.000	Foot	$1.03	$206.00
Item Description: Install additional #4 ground wire 7 strand bare Linear Feet per Quote				
Tendering Text: Install additional #4 ground wire 7 strand bare Linear Feet per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
88	100.000	each	$20.60	$2,060.00
Item Description: F/I additional exothermic weld for 5/8~ground rods and #4 or 6 wire				
Tendering Text: F/I additional exothermic weld for 5/8~ ground rods and #4 or 6 wire				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
89	20.000	each	$133.90	$2,678.00
Item Description: F/I lentil for disconnect				
Tendering Text: F/I lentil for disconnect				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
90	10.000	each	$77.25	$772.50
Item Description: Install lentil for disconnect				
Tendering Text: Install lentil for disconnect				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
91	10.000	each	$154.50	$1,545.00
Item Description: F/I 100AMP disconnect				
Tendering Text: F/I 100AMP disconnect				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
92	2.000	each	$231.75	$463.50
Item Description: F/I 200AMP disconnect				
Tendering Text: F/I 200AMP disconnect				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
93	2.000	each	$824.00	$1,648.00
Item Description: F/I poured in place cabinet base for 332 cabinet				
Tendering Text: F/I poured in place cabinet base for 332 cabinet				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
94	50.000	each	$515.00	$25,750.00
Item Description: Furnish pre Fab cabinet concrete base for 322 cabinet				
Tendering Text: Furnish pre Fab cabinet concrete base for 322 cabinet				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
95	50.000	each	$309.00	$15,450.00
Item Description: Install pre Fab cabinet base				
Tendering Text: Install pre Fab cabinet base				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
96	50.000	each	$206.00	$10,300.00
Item Description: Install 332 cabinet				
Tendering Text: Install 332 cabinet				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
97	5.000	each	$231.75	$1,158.75
Item Description: Install 336 cabinet on pole				
Tendering Text: Install 336 cabinet on pole				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
98	5.000	each	$82.40	$412.00
Item Description: Remove 332 cabinet				
Tendering Text: Remove 332 cabinet				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
99	2.000	each	$77.25	$154.50
Item Description: Remove 336 Cabinet				
Tendering Text: Remove 336 Cabinet				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
100	5.000	each	$283.25	$1,416.25
Item Description: Remove pre fab concrete cabinet base and fill dirt				
Tendering Text: Remove pre fab concrete cabinet base and fill dirt				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
101	1.000	each	$1,030.00	$1,030.00
Item Description: F/I stainless pull box for bridge with hubs and hardware				
Tendering Text: F/I stainless pull box for bridge with hubs and hardware				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
102	100.000	Foot	$10.33	$1,033.00
Item Description: F/I concrete sidewalk 4~ uniform per sq. ft. Square Foot per Quote				
Tendering Text: F/I concrete sidewalk 4~ uniform per sq. ft. Square Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
103	100.000	Foot	$5.15	$515.00
Item Description: Remove 4~ uniform sidewalk per sq. ft. Square Foot per Quote				
Tendering Text: F/I concrete sidewalk 4~ uniform per sq. ft. Square Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
104	100.000	Foot	$7.21	$721.00
Item Description: Saw cut concrete up to 6~ depth per ft. Linear Foot per Quote				
Tendering Text: Saw cut concrete up to 6~ depth per ft. Linear Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
105	100.000	Foot	$6.70	$670.00
Item Description: Saw cut ASPH up to 6~ depth per ft. Linear Foot per Quote				
Tendering Text: Saw cut ASPH up to 6~ depth per ft. Linear Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
106	50.000	each	$154.50	$7,725.00
Item Description: Disposal of concrete and concrete poles per ton				
Tendering Text: Disposal of concrete and concrete poles per ton				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
107	20.000	Hours	$15.45	$309.00
Item Description: Portable light plant / generator per hour				
Tendering Text: Portable light plant / generator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
108	150.000	Hours	$18.54	$2,781.00
Item Description: Portable Air Compressor per hour				
Tendering Text: Portable Air Compressor per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
109	200.000	Hours	$92.70	$18,540.00
Item Description: Bucket truck 30' with operator per hour				
Tendering Text: Bucket truck 30' with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
110	75.000	Hours	$103.00	$7,725.00
Item Description: Bucket truck 55' with operator per hour				
Tendering Text: Bucket truck 55' with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
111	25.000	Hours	$185.40	$4,635.00
Item Description: Bucket truck 100' with operator per hour				
Tendering Text: Bucket truck 100' with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
112	50.000	Hours	$85.49	$4,274.50
Item Description: Backhoe with operator per hour				
Tendering Text: Backhoe with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
113	100.000	Hours	$82.40	$8,240.00
Item Description: Mini excavator with operator per hour				
Tendering Text: Mini excavator with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
114	200.000	Hours	$92.70	$18,540.00
Item Description: Trencher with operator per hour				
Tendering Text: Trencher with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
115	50.000	Hours	$166.86	$8,343.00
Item Description: Plow for installation of HDPE roll duct per hour				
Tendering Text: Plow for installation of HDPE roll duct per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
116	40.000	Hours	$103.00	$4,120.00
Item Description: Dump truck 26,000 with operator per hour				
Tendering Text: Dump truck 26,000 with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
117	80.000	Hours	$77.25	$6,180.00
Item Description: Dump truck 16,000 with operator per hour				
Tendering Text: Dump truck 16,000 with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
118	25.000	Hours	$164.80	$4,120.00
Item Description: 15 ton crane w/ man basket with operator per hour				
Tendering Text: 15 ton crane w/ man basket with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
119	25.000	Hours	$195.70	$4,892.50
Item Description: 60 ton crane with operator per hour				
Tendering Text: 60 ton crane with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
120	25.000	Hours	$412.00	$10,300.00
Item Description: 100 ton crane with operator per hour				
Tendering Text: 100 ton crane with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
121	200.000	Hours	$103.00	$20,600.00
Item Description: Line truck with 18~-36~ augers and operator per hour				
Tendering Text: Line truck with 18~-36~ augers and operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
122	200.000	Hours	$10.30	$2,060.00
Item Description: Pole trailer per hour				
Tendering Text: Pole trailer per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
123	150.000	Hours	$8.24	$1,236.00
Item Description: Utility trailer up to 24' per hour				
Tendering Text: Utility trailer up to 24' per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
124	100.000	Hours	$20.60	$2,060.00
Item Description: Reel trailer for use with fiber optic cable, roll duct, electrical cable per hour				
Tendering Text: Reel trailer for use with fiber optic cable, roll duct, electrical cable per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
125	40.000	Hours	$180.25	$7,210.00
Item Description: Trailer mounted rodder greater than 1000 feet per hour				
Tendering Text: Trailer mounted rodder greater than 1000 feet per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
126	20.000	Hours	$154.50	$3,090.00
Item Description: Pressure Digger 24" ~ 48" with operator per hour				
Tendering Text: Pressure Digger 24" ~ 48" with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
127	40.000	Hours	$169.95	$6,798.00
Item Description: Tractor and trailer 53 ~ 80' per HR unlimited miles with operator/tie down equipment per hour				
Tendering Text: Tractor and trailer 53 ~ 80' per HR unlimited miles with operator/tie down equipment per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
128	10.000	Hours	$206.00	$2,060.00
Item Description: Vac truck with operator per hour				
Tendering Text: Vac truck with operator per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
129	40.000	Hours	$51.50	$2,060.00
Item Description: Ground penetrating radar per hour				
Tendering Text: Ground penetrating radar per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
130	3,000.000	Hours	$2.06	$6,180.00
Item Description: OTDR per hour				
Tendering Text: OTDR per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
131	3,000.000	Hours	$2.57	$7,710.00
Item Description: Fusion Fiber splicer per hour				
Tendering Text: Fusion Fiber splicer per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
132	2,000.000	Hours	$1.29	$2,580.00
Item Description: Specialized tooling for PM services per hour				
Tendering Text: Specialized tooling for PM services per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
133	6,000.000	Hours	$1.39	$8,340.00
Item Description: Specialized tooling for Maintenance services per hour				
Tendering Text: Specialized tooling for Maintenance services per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
134	4,000.000	Hours	$1.55	$6,200.00
Item Description: Specialized fiber optic environmental control tooling per hour				
Tendering Text: Specialized fiber optic environmental control tooling per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
135	460,000.000	Mile	$0.58	$266,800.00
Item Description: Mileage reimbursement (IRS) for non-hourly rated vehicles Mileage per quote				
Tendering Text: Mileage reimbursement (IRS) for non-hourly rated vehicles Mileage per quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
136	2,500.000	Hours	$190.55	$476,375.00
Item Description: Furnish working crew (4 person, 2 specified pieces of equipment, foreman's truck and hand tools per hour				
Tendering Text: Furnish working crew (4 person, 2 specified pieces of equipment, foreman's truck and hand tools per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
137	5,800.000	Hours	$41.20	$238,960.00
Item Description: Helper per hour				
Tendering Text: Helper per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
138	10,000.000	Hours	$55.62	$556,200.00
Item Description: Tech I per hour				
Tendering Text: Tech I per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
139	23,000.000	Hours	$72.10	$1,658,300.00
Item Description: Tech II per hour				
Tendering Text: Tech II per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
140	7,700.000	Hours	$87.55	$674,135.00
Item Description: Tech III per hour				
Tendering Text: Tech III per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
141	6,000.000	Hours	$185.40	$1,112,400.00
Item Description: Tech IV per hour				
Tendering Text: Tech IV per hour				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
142	25.000	Foot	$1.03	$25.75
Item Description: Rotary mowing in R/W 30'wide Linear Foot per Quote				
Tendering Text: Rotary mowing in R/W 30'wide Linear Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
143	500.000	Foot	$10.30	$5,150.00
Item Description: Tree trimming 15' wide, chipped on R/W Linear Foot per Quote				
Tendering Text: Tree trimming 15' wide, chipped on R/W Linear Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
144	200.000	Foot	$8.24	$1,648.00
Item Description: Clearing and grubbing within R/W 10' wide Linear Foot per Quote				
Tendering Text: Clearing and grubbing within R/W 10' wide Linear Foot per Quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
145	20.000	each	$30.90	$618.00
Item Description: F/I marker post				
Tendering Text: F/I marker post				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
146	100.000	each	$16.48	$1,648.00
Item Description: Install maker post				
Tendering Text: Install maker post				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
147	1.000	each	$23,175.00	$23,175.00
Item Description: Cost plus material %15 based on $150,000.00 per year Lump Sum per quote				
Tendering Text: Cost plus material %15 based on $150,000.00 per year Lump Sum per quote				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
148	50.000	Cubic Yard	$128.75	$6,437.50
Item Description: Unclassified Excavation CY				
Tendering Text: Unclassified Excavation CY				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
149	10.000	Cubic Yard	$257.50	$2,575.00
Item Description: Rock Excavation CY				
Tendering Text: Rock Excavation CY				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
150	2.000	each	$17,370.95	$34,741.90
Item Description: Project Maintenance Project Services p/day				
Tendering Text: Project Maintenance Project Services p/day				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
151	2.000	each	$2,096.05	$4,192.10
Item Description: Site Survey/Inspection Daily site survey				
Tendering Text: Site Survey/Inspection Daily site survey				

References

Bidders must supply a minimum of four references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: Town of Mt. Pleasant / On-Call Signal Maintenance
Address: 200 Ann Edwards Lane
Mt. Pleasant, SC 29464
Phone/Fax: (843) 514-7269 / (843) 856-7844
Email: vanderson@townofmountpleasant.com

Name: SCDOT / Lighting Contract for Charleston Area
Address: 955 Park Street Room 101
Columbia, SC 29201
Phone/Fax: (803) 737-1484
Email: bowmanae@scdot.org

Name: SCDOT / On-Call Traffic Signals
Address: 955 Park Street Room 101
Columbia, SC 29201
Phone/Fax: (803) 737-1484
Email: bowmanae@scdot.org

Name: COC Police Department Camera Maintenance / Lt. Peter Farrell
Address: 180 Lockwood Drive
Charleston, SC 29403
Phone/Fax: (843) 577-7434
Email: farrellp@charlestons-sc.gov

Name: _____
Address: _____
_____
Phone/Fax: _____
Email: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/17/2020

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

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

PRODUCER Adams Eaddy & Associates PO Box 5595 Columbia SC 29250	CONTACT NAME: Bonita Rabon PHONE (A/C, No, Ext): (803) 254-9404 FAX (A/C, No): (803) 254-7548 E-MAIL ADDRESS: brabon@adamseaddy.com
INSURED SIERRAS CONSTRUCTION, LLC 190 BELLERIVE LN SUMMERVILLE SC 29483-5032	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Selective Insurance Co. of SC — 19259 INSURER B : Accident Fund Insurance Company of America — 10166 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 20-21 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER			S 2216995	03/05/2020	03/05/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			S 2216995	03/05/2020	03/05/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			S 2216995	03/05/2020	03/05/2021	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV6124094	03/05/2020	03/05/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation Excluded: Martinez, Carlos, F

CERTIFICATE HOLDER

The City of Charleston -Procurement Division
75 Calhoun St . Suite 3500
Charleston SC 29401

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Bonita M Rabon

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3c.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Tom O'Brien **DEPT.** Public Service

SUBJECT: DANIEL ISLAND AND CAINHOY WASTE COLLECTION SERVICES

REQUEST: Approval to establish a contract for Waste Collection Services on Daniel Island and Cainhoy with Capital Waste Services, LLC, 681 Ridgeville Road, Ridgeville, SC 29472. Solicitation #20-P026R.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** October 13, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Public Service	X	☐		☐
Procurement Director	X	☐		☐

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

If yes, provide the following: Dept./Div.: 322000 Account #: 52206

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature: _____

FISCAL IMPACT: The cost is $14.50/house/month.

Mayor's Signature: _____

John J. Tecklenburg, Mayor

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

Score-Sheet

Daniel Island & Cainhoy Waste Collection

Solicitation #: 20-P026R

August 26, 2020

Firm	Scores of Scorers						Total Score
Capital Waste	75	84	69	71	78	95	472
Carolina Waste & Recycling	42	80	52	57	64	92	387
Republic Services of SC	27	66	47	51	60	82	333

Buyer — Date: 8/26/2020

Witness — Date: 8/26/20

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT BETWEEN THE CITY OF CHARLESTON AND CAPITAL WASTE SERVICES, LLC FOR DANIEL ISLAND AND CAINHOY WASTE COLLECTION SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 20___ between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and Capital Waste Services, LLC (hereinafter referred to as the "Contractor").

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

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish the Daniel Island & Cainhoy Waste Collection Services in accordance with Solicitation #20-P026R. All attachments and exhibits, including Exhibits A, B, C, D and E listed below, shall be incorporated herein:

Exhibit A: Solicitation #20-P026R (the "Request for Proposal")
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor's Proposal & Cost Proposal
Exhibit E: Revised Cost Proposal

1. The Contractor shall diligently and in a professional and timely manner perform the services as described and set forth in Exhibit A, Exhibit B and Exhibit D as approved by the City in fulfilling its obligations as set forth in this Agreement. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the services pertaining to this Agreement.

2. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit C, and is competent and able to provide professional and high quality services to the City in accordance with this Agreement.

3. The Contractor shall bill only for work according to Exhibit A, Exhibit B and Exhibit D as approved by the City and the proposed pricing for such work as shown in Exhibit D. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.

4. The Contractor agrees to send any and all reports of work done by the Contractor to the City on a regular basis and to the agreed upon City Representative.

5. The Contractor shall provide service to Daniel Island and Cainhoy for the agreed upon service days of Monday for South of I-526 and Tuesday for North of I-526.

6. The Contractor agrees that any fuel surcharge added must first be approved by the City's Procurement Director and that rate shall be no more than two percent (2%). The rate will be calculated based on updates on Diesel Fuel in the Eastern US from www.eia.gov/petroleum/gasdiesel/.

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of three (3) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments of $14.50/house/month plus any fuel surcharges if incurred. The current number of homes is approximately 3621. This number will increase as homes are added. These payments are to be made in accordance with the Request for Proposal, Addenda and the Contractor(s)' Proposal Response and Cost Proposal, Exhibits A, B, D and E. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

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

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

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

§5. SUBCONTRACTORS

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

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

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

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

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

§6. INDEMNIFICATION

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

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials,

employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

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

§8. GRATUITIES AND KICKBACKS

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

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

§9. TERMINATION

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

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

§10. ASSIGNMENT

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

§11. NOTICES

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

To:	To:
City of Charleston	Capital Waste Services, LLC
John J. Tecklenburg	Matt Parker
Mayor	President & CEO
PO Box 304	681 Ridgeville Road
Charleston, SC 29402	Ridgeville, SC 29472

With copies to:

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

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

§12. CHANGE ORDERS

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

§13. ENTIRE AGREEMENT

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

§14. GOVERNING LAWS

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

§15. LICENSE AND PERMITS

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

§16. PUBLICITY RELEASES

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

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all sub-contractors in accordance with IRCA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§18. SEVERABILITY

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

§19. WAIVER OF CONTRACTUAL RIGHTS

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

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

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

§21. BACKGROUND CHECK

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

§22. SC STATE AND LOCAL TAX

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

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

Contractor shall calculate that portion of this Agreement that is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

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

§23. NONDISCRIMINATION

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

_____

Date: _____

_____

John J. Tecklenburg
Mayor
Date: _____

_____

Name

Date: _____

WITNESSES FOR VENDOR:

_____

Name

Date: _____

_____

Matt Parker
President & CEO
Date: _____

_____

Name

Date: _____

EXHIBIT A

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 20-P026R	**Proposals will be received until:** August 4, 2020 @ 12:00pm
Proposal Title: Daniel Island & Cainhoy Waste Collection Services	
Mailing Date: July 2, 2020	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**	

IMPORTANT

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

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

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

4. Questions regarding this solicitation **must be submitted in writing to Gary Cooper or Robin Barrett Robinson no later than 1:00pm on July 21, 2020**. Questions may either be faxed to 843-720-3872 or emailed to Gary Cooper, cooperg@charleston-sc.gov or Robin Barrett Robinson, robinsonr@charleston-sc.gov.

INSTRUCTIONS TO OFFERORS

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

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

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

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

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

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

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

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

7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straight forward, concise description of Offeror's ability to satisfy the requirements of the Solicitation.

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

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

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

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

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

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

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

16. GRATUITIES AND KICKBACKS

A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection

with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

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

17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

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

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

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

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

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

18. COMPETITIVE PROCUREMENT

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

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street,

Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

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

21. AWARD OF CONTRACT

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

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

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

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

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

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

22. CONTRACT ADMINISTRATION

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

23. NOTICE OF AWARD OF CONTRACT

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

24. NOTICE TO PROCEED

A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the

Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS

The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION

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

27. INDEPENDENT CONTRACTOR

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

28. INSURANCE REQUIREMENTS

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

29. INDEMNIFICATION

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

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

30. OFFEROR'S QUALIFICATIONS

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

31. ASSIGNMENT

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

32. SUBCONTACTORS

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

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

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

D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the

Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

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

34. TERMINATION

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

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

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

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

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

C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

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

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

38. DISPUTES

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

39. STATE AND LOCAL TAXES

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

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

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

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

40. INCORPORATION BY REFERENCE
The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES
The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

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

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

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

45. SUBMITTING CONFIDENTIAL INFORMATION
For every document Offeror submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Offeror must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Offeror contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was

submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED," (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Offeror agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED."

46. RECORDS RETENTION & RIGHT TO AUDIT

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

47. COST

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

48. UNSUCCESSFUL OFFERORS

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

49. PAYMENT FOR GOODS & SERVICES

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

50. DISCUSSION/NEGOTIATION:

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

51. NON-DISCRIMINATION

The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at http://charleston-sc.gov/index.aspx?nid=246. To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

52. DEFAULT

In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. FORCE MAJURE

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

54. EXCEPTIONS AND DEVIATIONS

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

55. PROMPT PAYMENT DISCOUNT TERMS

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

56. REJECTION

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

57. ARBITRATION

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

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

59. PUBLICITY RELEASES
Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS
All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Offerors who have notified the City Procurement Division of receipt of the proposal.

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

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

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

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

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

NO PROPOSAL RESPONSE FORM

Proposal Number: 20-P026R	**Proposals will be received until:** August 4, 2020 @ 12:00pm
Proposal Title: Daniel Island & Cainhoy Waste Collection Services	
Mailing Date: July 2, 2020	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____ I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must sent in if not sending in a submission.**	

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

Please check statement(s) applicable to your **"No Proposal"** response

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

Comments: _____

_____

_____

Proposal Number: 20-P026R	**Proposals will be received until:** August 4, 2020 @ 12:00pm
Proposal Title: Daniel Island & Cainhoy Waste Collection Services	
Mailing Date: July 2, 2020	**Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

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

Company Name As registered with the IRS	Authorized Signature
Correspondence Address	Printed Name
City, State, Zip	Title
Email	Telephone Number/Toll Free Also (If Available)
Remittance Address	Fax Number
City, State, Zip	Date
Federal Tax ID (FEIN)/SS Number	SC Sales Tax Number

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

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

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

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

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

Required certificates should be mailed to:

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

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

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

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

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

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

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

COMPLIANCE REQUIREMENTS:

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

□ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND

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

OR

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

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

Name of Company: _____

_____ _____

Signature Date

_____ _____

Print Name Title

_____

Witness

AFFIDAVIT A
Page 1 of 2

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

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

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

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

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

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

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

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

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

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

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

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

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

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

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

Date:_____ Name of Authorized Officer (Print/Type): _____

Signature:_____

Title: _____

AFFIDAVIT A

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

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

1. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
2. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification

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

Date:_____ Name of Authorized Officer (Print/Type):_____

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

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____ Title:_____

Print Name: _____

Phone Number: _____

Address: _____

Notary Seal:

AFFIDAVIT B

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

Affidavit of _____. I hereby certify that on the
(Name of Bidder)
_____, Total Project Amount $_____
(Project Name)
I will make a good faith effort to expend a minimum of _____% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			$
			$
			$
			$
			$
			$
			$

Total MBE Participation: _____ % $ _____

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

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

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

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__. Notary Public for the State of _____

My Commission Expires: _____ **Notary Seal:**

Print Name: _____

Phone Number: _____

Address: _____

AFFIDAVIT C

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

Affidavit of _____
(Name of Bidder)

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

_____ contract.
(Name of Project)

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

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

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

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.
Notary Public for the State of _____
My Commission Expires: _____
Print Name: _____
Phone Number: _____
Address: _____
_____

Notary Seal:

References

Bidders must supply a minimum of four (4) references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

GENERAL INFORMATION

The City of Charleston (City) seeks proposals from qualified Vendors to provide garbage, yard debris, homeowner-generated construction debris, and bulk item collection services once a week to all City of Charleston residents on Daniel Island and Cainhoy, Berkeley County.

PROCUREMENT PROCESS

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

QUESTIONS

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Robin B. Robinson or Gary Cooper, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to:** robinsonr@charleston-sc.gov or cooperg@charleston-sc.gov. ***Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on July 21, 2020.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

ORAL STATEMENTS

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

NON-ENDORSEMENT

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

PROPRIETARY INFORMATION

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

UNAUTHORIZED COMMUNICATIONS

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

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

DISQUALIFICATION OF OFFERORS

Offerors may be disqualified for any of the following reasons:

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

SUSPENSION AND DEBARMENT

The Offeror certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Offeror is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

CONTRACT NEGOTIATIONS

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

VENDOR'S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS

Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

PROPOSAL PREPARATION

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

RECEIPT OF PROPOSALS

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to

insure timely receipt *(August 4, 2020 @ 12:00pm)* of their proposal by the City. Proposals received after the scheduled due date and time will not be considered. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date stamp clock in the City Procurement Division is the official clock for determining whether submittals are submitted on time.

Late Proposal documents will not be accepted under any circumstances.

REQUIRED FORMS AND SIGNATURE PAGES

Offerors shall include as an appendix, all ancillary forms required in this Request for Proposal (RFP). Required forms include, but are not limited to the following:

- RFP Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

NUMBER OF PROPOSALS SUBMITTED

Each Vendor must **submit one (1) unbound Original and six (6) Bound copies of the Proposal are required for submission, plus one (1) electronic copy (Flash Drive).** Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note **"Original"** on the original proposal.

RESPONSE FORMAT AND ORGANIZATION

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

COMPLETION OF REPONSES

Only information presented in the Proposal will be used to evaluate the vendor that best fits the needs of the City.

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

PROPOSAL FORMAT

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

a) All bid packages should be clearly marked **"20-P026R Daniel Island & Cainhoy Waste Collection Services"** and **submitted in a sealed envelope.**
b) Technical and Price proposals should be submitted together; however, the price proposal should be in its own separate, sealed envelope, submitted with the original proposal.
c) Bids **must be submitted by mail or hand delivered** to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
d) Proposals **must be received** in the City's Procurement Office **no later than 12:00pm on August 4, 2020. Late proposals will not be accepted for any reason.**
e) **No more than one bid may be submitted by any Vendor**.
f) The bid must be signed by an official authorized to contractually bind the Vendor.
g) All forms from this solicitation requiring signature must be included in the bid.
h) Offerors should submit proposals in the following format:

1. **Title Page**: Should show the RFP's subject; the Offeror's name; the name, address, telephone number and email address of a contact person; and the date of the proposal.

2. **Table of Contents**: Provide a Table of Contents to aid the evaluation of the proposal.

3. **Transmittal Letter**: Proposal should include a signed letter of transmittal briefly stating the Offeror's understanding of the work to be undertaken, the commitment to perform the work within the time period, a statement of "why" the Offeror believes its firm to be the best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer for ninety (90) calendar days.

4. **Detailed Proposal**: The purpose of the detailed proposal is for the Offeror to demonstrate its qualifications, competence, and capacity to provide Daniel Island & Cainhoy Waste Collection Services to the City in conformity with the requirements of this RFP.

   Offerors should address all the points outlined in the Criteria Factors.

PROPOSAL EVALUATION PROCESS

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

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

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified

as either reasonably qualified or unqualified. A Proposal will be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted Offerors will be invited to present their Proposal to the Evaluation and Selection Committee.

The City may issue a request for clarification to the shortlisted firms requesting additional information or clarifications. This request will also invite each of the Offerors to give a formal presentation to the Evaluation and Selection Committee and outline the format of the presentation.

The purpose of the presentations will be to allow Offerors to further present their proposal and allow members of the Evaluation and Selection Committee to ask questions of the proposed project team.

PROPOSAL EVALUATION CRITERIA FACTORS

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

Criteria Factors

- **Demonstration of Experience**
- **Proposed Equipment**
- **Company History/Stability**
- **Quality & Completeness of Proposal**
- **References**
- **Cost**

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

SCOPE OF WORK

1. CORE SERVICES

The Successful Bidder shall provide garbage, yard debris, homeowner-generated construction debris, and bulk item collection services once a week to all City of Charleston residents on Daniel Island and Cainhoy, Berkeley County. Key features of these services can be described as follows:

A. **GARBAGE**: The Successful Bidder shall collect **all City of Charleston green 96-, 64-, or 35-gallon roll cart garbage containers on weekly basis**. The City reserves the right to request that the Successful Bidder also collect up to five (5) additional bags of garbage per household during the weekly garbage pickup.

B. **YARD DEBRIS:** The Successful Bidder shall collect all yard debris, such as clippings, trimmings, and limbs, disposed of by households on a weekly basis. All yard debris must be placed in approved paper bags and all limbs should be trimmed to the stem, no longer than four feet (4') in length and four inches (4'') in diameter. The Successful Bidder shall provide notice to residents of these requirements. Should the Successful Bidder encounter an unusual amount of yard debris that would require an excessive amount of time to collect, subsequently impacting the completion of the route, he or she shall collect a reasonable portion of the debris and move on. The Successful Bidder shall then leave notice explaining why the remainder was not collected and immediately contact the City for further instruction. The Successful Bidder is not required to offer land-clearing services such as tree and stump removal.

C. **BULK ITEMS: The Successful Bidder shall collect up to two (2) white goods, such as refrigerators, ovens, and washing machines, or bulky items per household on a weekly basis.**

D. **HOMEOWNER-GENERATED CONSTRUCTION DEBRIS:** The Successful Bidder shall collect up to one (1) cubic yard (pile of debris approximately 6'L x 3'W x 2.5'H) of homeowner-generated construction debris per household on a weekly basis. This excludes the following types of debris: hazardous waste, tires, batteries, and toxic non-solid waste.

E. **SERVICING PERSONS WITH DISABILITES:** The Successful Bidder shall make collections for persons with disabilities at a site on their property agreed to by the resident and the City of Charleston upon the City's verification of disability. This service could also include backdoor service.

F. **PROHIBITED ITEMS:** The Successful Bidder shall not be responsible for collecting prohibited items as defined by Chapter 14, Article 4 of the City of Charleston Code of Ordinances. Though the definition of a prohibited item is subject to change, it currently includes hazardous and electronic waste, such as batteries, televisions, and computers.

The Successful Bidder is responsible for picking up any debris and litter spilled during the handling and emptying of container(s), and for returning collection containers with their lids closed to the area from which they were collected. Containers should not be thrown, left in the roadway, or block access to a mailbox or driveway.

The Successful Bidder is responsible for cleaning any leaks or spills resulting from garbage juice or any vehicle fluids in a timely manner to include but not limited to power washing.

2. ROUTES AND SCHEDULING

It is the City's preference that garbage, yard debris, and homeowner-generated construction debris pickup occur on one common day per week, but in an effort to deliver the best possible services to residents at the best price, the City is requesting separate price quotes for each service, for each day of the week (see Pricing Proposal below). Nonetheless, once a schedule has been agreed to, the three collection operations should each occur at the same time every week, so as to make waste collection for City residents as simple and predictable as possible. The Successful Bidder will have the ability to set its own collection routes and the corresponding times for these routes, but this information must be shared with and approved by the City prior to commencement of the contract.

The City understands that an influx of new homes may necessitate a recalibration of routes and/or route times (though the City does not expect to change the collection day(s) once finalized), and thus, the Successful Bidder may submit requests for changes at any point during the contract. Any changes to scheduled routes and/or route times must be approved by the City, and the Successful Bidder shall notify all residents, via a means approved by the City, at least two (2) weeks but no more than four (4) weeks prior to these changes. The City also reserves the right to request changes to routes and/or route times if it deems that such operational changes could lead to improved performance along the key benchmarks described in the Performance Standards section below.

As the communities of Daniel Island and Cainhoy continue to grow, new routes may be necessary to accommodate the increase in demand for waste collection services. The Successful Bidder should have the ability to provide waste collection services along any new routes, either by increasing its manpower in the field, or subcontracting for these services with another vendor. In the case that the Successful Bidder is not adequately managing the growing need for waste collection in these communities – either on its own or through a subcontractor – the City reserves the right to seek to contract with an additional waste collection vendor to service the two communities.

Additional details regarding routes and scheduling can be summarized as follows:

A. **SCHEDULING:** The Successful Bidder shall furnish each service location with a written collection schedule, which reflects service dates for all regular pick-ups, as well as instructions on how to schedule a pick-up of bulky items and white goods. Should the Successful Bidder foresee that they are unable to complete a route on the day for which it is scheduled, the Successful Bidder must immediately inform the City. The City shall retain the right to complete the route on behalf of the Successful Bidder, and bill the

Successful Bidder for staff time, fuel usage, equipment usage, and landfill fees as applicable.

B. TIMING: No collection route shall commence prior to 7 AM, and all routes should be completed by 7 PM.

C. SUSPENDED OPERATIONS: Should the Successful Bidder deem it necessary to suspend operations for any reason (including severe weather, equipment malfunctions, personnel issues, etc.), the Successful Bidder shall immediately notify the designated City representative, and upon approval of the request by the City, shall proceed with notifying affected residents and re-scheduling services as required.

D. NEW AND DISCONTINUED COLLECTION POINTS: The Successful Bidder shall incorporate any new collection points within one (1) week of notification by the City, and shall cease collecting from discontinued locations within one (1) week of notification by the City. The fee and billing procedures for new collection points and discontinued collection points are described herein, Compensation and Payment Terms. The Successful Bidder will not add any new collection points without the express written consent of the City. The Successful Bidder shall be responsible for providing routine services to a new collection point regardless of whether the refuse is in a City approved container (i.e., roll cart).

E. HOLIDAYS: Should a collection day coincide with an approved holiday listed below, collection shall occur no later than the next business day. Residents shall be informed of the holiday schedule and the make-up days.

- **New Year's Day January 1**
- **Martin Luther King, Jr. Day Third Monday in January**
- **President's Day Third Monday in February**
- **Memorial Day Last Monday in May**
- **Independence Day July 4**
- **Labor Day First Monday in September**
- **Veterans' Day November 11**
- **Thanksgiving Day Fourth Thursday in November**
- **Christmas Day December 25**

3. EQUIPMENT

Because of the obstacles posed by the narrow streets of Daniel Island, the Successful Bidder shall have access to **11 to 13-yard** garbage trucks for this project. While trucks of this size are not required for all routes, they will be mandatory for the following streets on Daniel Island:

- Aera Furnace Ln.
- Bluff House Cir.
- Braze Ln.
- Canecutter Ln.
- Churchmen Ln.
- Clinkers Ln.
- Irvine Ln.
- Isaac Ln.
- Judge Johnson Ln.
- Legge Ln.
- Limeburner Ln.
- Linlithgow Ln.
- Marmaduke Ln.
- Poyas Ln.
- Pritchell Ln.
- Publishers Ln.
- Purcell Ln.
- Rattray Ln.
- Reprisal Ln.
- Rooted Run Rd.

- Colcock Ln.
- Coxwain Ln.
- Dennis Parish Ln.
- Ducker Ln.
- Ehrick Ln.
- Eveleigh Ln.
- Fifteen Acres Ln.
- Frigate Ln.
- Gillideau Ln.
- Hackle Ln.
- Ironworks Ln.
- Melliots Ln.
- Moonham Ln.
- Native Dancer Ln.
- Northumberland Ln.
- Old Landgrave Ln.
- Old Ruins Trl.
- Olive Orange Quarter Ln.
- Originall Ln.
- Pine Tar Ln.
- Pole Grove Ln.
- Russell Ln.
- Sandy Soil Ln.
- Saucy Jack Ln.
- Shinog Ln.
- Slann Ln.
- Southstar Ln.
- Trezevant Ln.
- Tripletail Ln.

Please note that this list may evolve over time as new communities are developed on both Daniel Island and Cainhoy.

The Successful Bidder must also have auxiliary equipment and vehicles available for use in the event the assigned equipment or vehicle becomes inoperative. All vehicles shall be kept in a sanitary condition, presentable and clearly marked on its exterior with the name, email address, and telephone number of the Successful Bidder.

4. ROLL CART MANAGEMENT

The Successful Bidder shall have the ability to maintain/repair existing roll carts, as well as distribute new roll carts to City residents. The pickup of existing roll carts for maintenance, as well as the distribution of new roll carts shall take place on the same day as the garbage collection operation. Depending on the preference of the resident, these roll carts may be 96-, 64-, or 35-gallon in size. All new roll carts distributed to City residents must be green in color and bear the City's seal, an example of which will be provided by the City. This seal must be embossed or affixed via adhesive (i.e., stickered).

Citizens are encouraged to submit requests for new roll carts and/or roll cart maintenance to the City. In the event that a citizen submits a roll cart-related request directly to the Successful Bidder, the Successful Bidder shall reroute this request to the City. At a point thereafter, the City will inform the Successful Bidder of how to proceed with the request. Upon receiving the notice to proceed, the Successful Bidder shall have seven (7) days to fulfill requests for new roll carts and/or roll cart maintenance.

The City reserves the right to utilize or not utilize these roll cart management services on an as-needed basis. Accordingly, the City is asking for a roll cart management price in the Pricing Proposal below. Should the City choose to utilize these services, the City reserves the right to retain ownership of any new roll carts distributed over the course of the contract when the contract concludes or terminates.

The City of Charleston has the right to request RFID tags on carts in the future should the City wish to start this function.

5. COMMUNICATIONS AND COMPLAINTS

As the City's representative in the field, the Successful Bidder is expected to treat residents with respect at all points during the course of work. The City also expects that the Successful Bidder will respond to and resolve any disputes, complaints, or dissatisfactions in a timely and courteous manner. The following procedure shall be used to resolve citizen complaints:

1. The Successful Bidder will immediately inform the City of any complaint or request lodged in the field, with the exception of complaints related to mechanical failures, vehicles leaks, and litter generated during the course of waste collection. In these instances, the Successful Bidder will resolve these complaints immediately, record the location of said complaints, and inform the City at the end of the business day of their occurrence.

2. The City will inform the Successful Bidder of complaints that require corrective action and direct the Successful Bidder to proceed with these corrective actions accordingly. Note that the City may direct the Successful Bidder to proceed with corrective actions for complaints lodged directly with the City.

3. The Successful Bidder will respond immediately and shall be courteous to City personnel and especially to all citizens.

4. The Successful Bidder shall notify the City within 24 hours on the status of the complaint, which the City will log in and verify with the complaining party.

5. For complaints that require multiple days to be resolved, the Successful Bidder shall notify the City on the day of complaint resolution.

6. There will be no extra cost for handling complaints.

The Successful Bidder shall provide the City a list of contact names, email addresses, and phone numbers for before, during, and after working hours. The Successful Bidder shall ensure that a representative is available to the City at all times (either via phone or email) on days where services are being performed under the Agreement.

The Successful Bidder shall also maintain informational materials in its vehicles at all times. The vendor shall distribute these materials, which may cover topics such as routes, pickup times, and proper protocol for the different types of waste collection, to residents who have questions, complaints, or who have violated City rules (e.g., leaving out tree limbs that exceed size restrictions or discarding bulky items without scheduling pick-up).

6. ON-DEMAND AND EMERGENCY SERVICES

Over the course of the contract, the City may require additional waste collection services from the Successful Bidder on an as-needed basis. These services may range from normal garbage collection on the Peninsula due to manpower shortfalls in City-run crews, or debris collection on Daniel Island due to a natural disaster. The as-needed waste collection may occur in any area of the City, and for any reason. The Successful Bidder shall be able to furnish these services, either with internal crews, or by subcontracting for these services with another vendor. Prices for these services will be negotiated on a case-by-case basis at the time of the event.

7. PERFORMANCE TRACKING AND DATA SHARING

As discussed in Section 5, the City will monitor the length of time it takes the Successful Bidder to resolve all citizen complaints and requests. Additionally, the City would like to track the following key performance metrics for each waste collection route:

- Average collection time per household
- Number of property damage claims and corresponding location for each claim
- Number of missed collections, corresponding location (household) of each missed collection, and reason for each missed collection
- Route completion and reason for route incompletion if applicable
- Number and type of all other citizen requests/complaints (such as litter, leaking equipment, etc.) and corresponding location for each request/complaint
- Number and type of improper put-outs (such as yard debris in the garbage container or limbs not cut to proper specification) and corresponding location (household) for each improper putout
- Equipment failures

Tonnage per route

- Time to fulfill roll cart requests (new carts and/or maintenance)

The City strongly prefers that the Successful Bidder be able to share these route-level data on a regular basis, preferably at the conclusion of the collection day. If the Successful Bidder does not have the ability to share these data in this fashion, he or she must be able to generate reports that summarize this information on a weekly and as-needed basis.

The City strongly prefers that the Successful bidder have or be able to acquire an onboard tablet system to track crews and other vital information. The successful bidder should be able to provide GPS coordinates or breadcrumb trails of trucks if requested by the City of Charleston.

Some of these performance metrics, along with information on complaint resolution times, will be used to monitor vendor performance over the course of the contract. Please see Performance Standards section below for further details.

8. ADDITIONAL REQUIREMENTS

A. If at any time during the life of the contract, performance does not adhere to these specifications, the Successful Bidder will increase the workforce, tools, and/or equipment and take any other measures that are required to bring the service into conformance with these specifications. Failure of the City to direct such improvement of performance will not relieve the Successful Bidder of their obligations to perform the work in a manner and within the time(s) specified.

B. The Successful Bidder will take all necessary precautions for the safety of employees on the work site and shall maintain at all times, all necessary safeguards for the protection of the workers and the general public. All waste personnel will be required to wear safety vests and/or reflective clothing at all times while carrying out the services specified in the specifications.

C. The Successful Bidder will be fully responsible for the work and conduct of his employees and employees must be easily identifiable as employees of the Successful Bidder when providing service under the contract. The Successful Bidder shall give proper identification to customers as to his name, address, email address, and telephone number so that customers are fully informed about their authorized solid waste collector and identification of the Successful Bidder shall be shown on all solid waste collection vehicles, correspondence, statements, bills, and receipts used in the normal conduct of business.

D. A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services within the hours indicated by the schedule. These workers shall be thoroughly instructed by their supervisors as to the required duties and methods of performance. All personnel shall maintain a courteous and respectful attitude toward the public at all times. At no time will there be any solicitation or request for gratuities of any kind. At no time shall the collectors accept money or other gratuities offered by the resident. The City shall recommend action to be taken by the Successful Bidder and may require the Successful Bidder to remove any employee from the City routes who is wanton, negligent or discourteous in the performance of duties as outlined in the contract. The Successful Bidder is expected to make certain that all drivers meet the requirements set forth in appropriate local, state and federal laws and are properly licensed for the operation of vehicles used to carry out the requirements of the contract. The City reserves the right to require and inspect driving records without notice at the discretion of the Superintendent of Environmental Services.

PERFORMANCE STANDARDS

As described above, the City is seeking a vendor that can provide safe, clean, efficient, and on-time waste collection services to the residents of Daniel Island and Cainhoy. In order to ensure this goal is being met, the City has defined service delivery standards for several key aspects of the waste collection operation. Failure to adhere to these performance standards may result in the levy of a performance penalty, as described in the table below:

Aspect of the Work	Performance Standard + Potential Penalty
Route completion	The Successful Bidder may be subject to a penalty up to $500 for each waste collection route for which fewer than 90% of households are serviced. Failure to notify the City of an incomplete route may result in an additional penalty up to $1000.
Response time to missed collection complaints (and the correction of incomplete routes)	The Successful Bidder shall resolve all missed pickups within 24 hours of receiving the notice to proceed with corrective action from the City (see Section 5 of the Scope of Work). Failure to collect missed pickups within this timeframe may result in a performance penalty up to $200 missed location.
Response time to roll cart requests	The Successful Bidder shall fulfill all requests for new roll carts and/or roll cart maintenance within seven (7) days of receiving notice of these requests from the City (see Section 4 of the Scope of Work). The Successful Bidder shall distribute all new and/or fixed roll carts on the day of

	the waste collection operation, and shall inform the City when a roll cart request has been completed. Failure to distribute roll carts in this fashion may result in a performance penalty up to $200.
Response time to property damage claims	The Successful Bidder shall begin the complaint resolution process for all property damage claims within 24 hours of receiving the notice to proceed with corrective action from the City (see Section 5 of the Scope of Work). Failure to begin the resolution process within this timeframe may result in a performance penalty up to $500. The Successful Bidder shall work with the City to determine a course of action for all property damage claims. Failure to adhere to mutually agreed-upon timelines and carry out mutually agreed-upon steps may result in an additional performance penalty up to $500.

ATTACHMENT A

DI Pick-up Areas

Vendor's Checklist

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

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

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

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

5. Did you mark your "Original" Bid and provide the required # of copies?
   ____ Yes ____ No

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

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

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

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

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

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

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

EXHIBIT B

City of Charleston

Procurement Division

75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #1 Q&A

T: (843) 724-7314
F: (843) 720-3872

DATE: July 23, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P026R – Daniel Island & Cainhoy Waste Collection Services RFP

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

Q-1 Can you provide me with the name of the incumbent, the amount, and the duration of the current contract?

A-1 The incumbent is Republic Services, the amount of the contract is based on per home (we spent $536,150.55 in 2019), and the contract began January 1, 2018.

Q-2 How many total residences are located in the proposed area?

A-2 Currently there are 3621 residents in this area but it is growing monthly.

Q-3 How many residences of the total will need service through the specified "11-13 yard garbage truck"?

A-3 I would say roughly ¼ of them would need to be collected via an alley truck.

Q-4 Will payments be collected directly from residents by the vendor or by the county?

A-4 All payments to the awarded vendor will be made by the City of Charleston.

Q-5 How often will payments be collected/transferred to the vendor?

A-5 Typically, the City has been invoiced per month. The City's terms are NET 30.

Q-6 What is the approximate house/container count?

A-6 Houses may have up to 3 carts. I would say that 70% have 1 cart and 30% have multiply carts.

Q-7 What is the structure or requirements for the performance bond?

A-7 The City may choose to consider negotiating a performance bond with the awarded vendor. The amount of the performance bond will be determined by the price submitted by the awarded vendor.

Q-8 How many households?

A-8 There are 3621 households.

Q-9 What's the current rate for services?

A-9 $12.35/home

Q-10 What services are currently provided by the incumbent (trash, recycling, yard waste, bulk, etc.)?

A-10 The incumbent currently provides Garbage, Trash (yard waste and Bulk etc.)

Q-11 How many backdoor collections are there?

A-11 Currently the only backdoor service is for handicapped residents that must provide documentation to qualify. There are roughly 30 residents at this time.

Q-12 Can the body size be 18yds. For the alleys as long as it's still a single axle chassis?

A-12 The trucks can be 18 yds. and single axle. They would need to be able to make some tight turns through alleyways.

Q-13 How many residents have 95g, how many 65g, and how many 35g carts?

A-13 At this time we do not have a count of who has what. We are looking to do a cart audit next year.

Q-14 Who bills customers? Contractor or municipality?

A-14 The Customers pay for the service through their taxes.

Q-15 Does municipality field all phone calls?

A-15 Yes, the City of Charleston does field all the phone calls and would pass any information along to the incumbent.

Q-16 Does municipality own current carts?

A-16 Currently the City of Charleston owns all of the carts in this area.

Q-17 Is yard debris collection unlimited?

A-17 Currently yard debris is unlimited but we are working on setting limits. We hope to be able to provide more information about this in the next couple weeks.

Q-18 Does the current contractor use automated trucks (ASL's) for collection as opposed to rearload trucks?

A-18 The current contractor currently uses rearloads. The area would be challenging for ASL use.

Q-19 Will a pricing proposal form be provided?

A-19 It is included as a part of this Addendum.

Q-20 How many residents have their carts collected in the alleys?

A-20 1/3 of the carts are collected in the alleys.

Q-21 When is the anticipated project start date?

A-21 The start date would be January 1st.

Q-22 Is disposal directed to Berkeley County landfill with allowable cap space?

A-22 Yes, the disposal site is the Berkeley County Landfill.

Q-23 Is cap allotment determined by number of carts or number of homes?

A-23 We do not have a cap limit that I am aware of at this time.

Q-24 Are customers billed for extra carts?

A-24 No, Customers are able to have up to 3 carts currently. The City of Charleston provides 1 cart for free and the residents may purchase up to 2 additional carts from the City of Charleston at the City of Charleston's purchase price.

Q-25 Is the price subject to an annual CPI-based price increase?

A-25 Yes, the price is subject to an annual CPI increase but must be submitted to the Procurement Director ***at least 90 days*** before the renewal of the contract for approval.

Q-26 Will the Contractor be providing new containers for each resident on the resident contract start, or using current carts?

A-26 No, The City currently owns all the trash containers and they will continue to be used.

Q-27 Who is responsible for cart replacement, repair, and new customer carts?

A-27 We would like the Contractor to take this over. Currently the City of Charleston is managing this.

Q-28 Can you elaborate on the details of the roll cart management that the City has requesting pricing on?

A-28 We would like the Contractor to take over delivery, repairs and replacements. Carts must be City of Charleston green with the City seal on them.

Q-29 Do you have any objections to certain truck types for collection services?

A-29 We do not have any objections to what types of trucks you use; however, there are very tight alley ways that would require a small truck to complete.

Q-30 Can this be broken up into multiple collections days, as opposed to all on one day?

A-30 Please see proposal. We ask that you provide a price to complete everything in one day and if you would like you may submit an alternate cost proposal to break up the area. This is something that we may consider. Submit your ideas/recommendations.

Q-31 Do you have monthly or annual disposal tonnage by waste stream?

A-31 2019 Garbage tonnages were 3,359. Bulk waste and yard debris were 854 tons.

Q-32 Are all waste stream required to be on the same day of the week or can services be offered throughout the week?

A-32 Yes, We would like the services to be completed on the same day. You can also provide this on your alternate cost proposal to price it out on separate days for consideration as well. Submit your ideas/recommendations.

Q-33 Will the City consider requiring roll carts for YW?

A-33 No, Not at this time. Currently the City is considering assigning limits to yard debris and bulk. More information will be provided once we have chosen to implement limits.

Q-34 Will the City consider requiring roll carts for cardboard recycling and that residents' call for scheduling pick up?

A-34 No, Not at this time.

Q-35 Can we provide the town with a Connect Phone, and access to connect limited to see the driver and their routes?

A-35 Yes, Any information you could provide for route visibility would be helpful.

Q-36 What is the total house count currently?

A-36 See A-8.

Q-37 How often will the City update for new and lost customers?

A-37 The city provides information as we get COA's. We can have our GIS department do this as often as needed.

Q-38 How many backdoor service customers are currently served?

A-38 See A-11.

Q-39 **I don't see the pricing proposal referenced on page 31. Where can we find the bid pricing page/format?**

A-39 See A-19.

Q-40 **Page 31 question #2 says, "The three collection operations should each occur at the same time every week". Where does this leave Bulk service? We would like to require that Bulk service be scheduled by the homeowner.**

A-40 Currently bulk service is completed on the same day as yard waste. We do ask residents to call if they have bulk waste but they do not always do this.

Q-41 **How will cardboard be addressed? Will it be a bulk pickup? Will there be limits? Will it be scheduled by the homeowner?**

A-41 Currently the card board is placed out and collected with household garbage. All garbage goes to the new Re-power south facility located at Berkeley County landfill where the recycling is sorted out. Currently the City has stopped collecting cardboard do to COVID-19 concerns. This stoppage is temporary and once we feel it is safe enough we will begin to collect again. There are no limits on cardboard.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

_____ _____

Signature of Acknowledgement Date

_____

Company Name

PRICING PROPOSAL

Please complete the table below by indicating the price per month per household for the listed services. Each service will be conducted weekly, and the estimated number of homes to be served is 3621. In an effort to deliver the best possible services to residents at the best price, the City is requesting these prices for each day of the week.

In the first half of the table, please indicate price estimates that include the management and distribution of roll carts. In the latter half, please indicate price estimates that do not include these additional services. The City projects the population of these two communities (combined) will increase by 125 single-family households per year over the next three years.

	Collection Services Pricing Proposal				
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**
	Prices Inclusive of Roll Cart Management				
Garbage					
Yard Debris					
Bulk Items					
Homeowner Construction Debris					
Total Cost per Month per Household					
	Prices Exclusive of Roll Cart Management				
Garbage					
Yard Debris					
Bulk Items					
Homeowner Construction Debris					
Total Cost per Month per Household					

9. COMPENSATION AND FEES

The Successful Offeror will bill the City monthly for the services to be provided within the scope of this Agreement. The City shall be billed a fee for each household serviced, per roll cart, per month. The City shall allow adjustments to the fee charged above on a quarterly basis for additional fuel costs only. All requests for fee adjustments must be submitted in writing to the City along with written documentation of the successful Offeror's current fee schedule. Service initiated during a billing period shall be billed only for that portion of the period for which the Successful Offeror actually provided services. All service locations, including new locations or discontinued locations, that are billed for a partial month must be billed separately from locations

receiving full month service. The City reserves the right to agree to or modify these terms as it is in the best interest of the City and the residents of Daniel Island and Cainhoy. All invoices must be submitted to the following address:

City of Charleston
Accounts Payable
PO Box 853
Charleston, SC 29402-0853

The Successful Offeror shall provide copies of all weekly weight tickets from the Berkeley County landfill when it submits its monthly invoice. The Successful Offeror shall be responsible for all additional landfill charges, if any. All charges shall be documented and certified by the Berkeley County landfill and a copy of the original documents must be provided to the City.

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

ADDENDUM #2

T: (843) 724-7314
F: (843) 720-3872

DATE: July 30, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P026R – Daniel Island & Cainhoy Waste Collection Services RFP

This addendum #2 to the solicitation is being made for the following reasons:

The due date has been changed from August 4, 2020 to August 11, 2020. The time due will remain the same.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

_____ _____

Signature of Acknowledgement Date

_____

Company Name

PRICING PROPOSAL

Please complete the table below by indicating the price per month per household for the listed services. Each service will be conducted weekly, and the estimated number of homes to be served is 3621. In an effort to deliver the best possible services to residents at the best price, the City is requesting these prices for each day of the week.

In the first half of the table, please indicate price estimates that include the management and distribution of roll carts. In the latter half, please indicate price estimates that do not include these additional services. The City projects the population of these two communities (combined) will increase by 125 single-family households per year over the next three years.

	Collection Services Pricing Proposal				
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**
	Prices Inclusive of Roll Cart Management				
Garbage					
Yard Debris					
Bulk Items					
Homeowner Construction Debris					
Total Cost per Month per Household					
	Prices Exclusive of Roll Cart Management				
Garbage					
Yard Debris					
Bulk Items					
Homeowner Construction Debris					
Total Cost per Month per Household					

10. COMPENSATION AND FEES

The Successful Offeror will bill the City monthly for the services to be provided within the scope of this Agreement. The City shall be billed a fee for each household serviced, per roll cart, per month. The City shall allow adjustments to the fee charged above on a quarterly basis for additional fuel costs only. All requests for fee adjustments must be submitted in writing to the City along with written documentation of the successful Offeror's current fee schedule. Service initiated during a billing period shall be billed only for that portion of the period for which the Successful Offeror actually provided services. All service locations, including new locations or discontinued locations, that are billed for a partial month must be billed separately from locations

receiving full month service. The City reserves the right to agree to or modify these terms as it is in the best interest of the City and the residents of Daniel Island and Cainhoy. All invoices must be submitted to the following address:

City of Charleston
Accounts Payable
PO Box 853
Charleston, SC 29402-0853

The Successful Offeror shall provide copies of all weekly weight tickets from the Berkeley County landfill when it submits its monthly invoice. The Successful Offeror shall be responsible for all additional landfill charges, if any. All charges shall be documented and certified by the Berkeley County landfill and a copy of the original documents must be provided to the City.

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

ADDENDUM #3

T: (843) 724-7314
F: (843) 720-3872

DATE: July 31, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P026R – Daniel Island & Cainhoy Waste Collection Services RFP

This addendum #3 to the solicitation is being made for the following reasons:

This addendum to correct the terms that are in the contract. The terms should read:

"The initial term of this Agreement shall be for a period of three (3) years from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods."

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

_____ _____

Signature of Acknowledgement Date

_____

Company Name

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or

in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

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

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

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

Required certificates should be mailed to:

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

EXHIBIT D

EXHIBIT E

CAPITAL WASTE SERVICES

Proposal Date:

August 11th, 2020

Solicitation Name:

Daniel Island & Cainhoy Waste Collection Services

Solicitation Number:

20-P026R

Offeror:

Capital Waste Services LLC

681 Ridgeville Road

Ridgeville, SC 29472

Contact:

Matt Parker, President & CEO

O: 803-814-0510 C: 706-347-6250

Matt@capwasteservices.com

CAPITAL WASTE SERVICES

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CAPITAL WASTE SERVICES

Transmittal Letter

Capital Waste Services has fully familiarized itself with the informationn contained within solicitation "20-P026R Daniel Island & Cainhoy Waste Collection Services". The proposal contained herein is a firm and irrevocable offer for ninety (90) calendar days.

Capital Waste Services is a locally owned and operated company based in Columbia, SC that employs almost 150 hard working men and women. We service the South Carolina Midlands, Pee Dee, and Lowcountry areas. We are passionate about our customers and have a singular focus on providing superior and dependable waste and recycling services.

While we may be a somewhat new business in South Carolina (est. 2015), our leadership team members are far from waste industry rookies. Their decades of experience have led to our company's foundational belief - there is a better way to do business and a better way to treat the customers within our community. We do not answer to Wall Street or stockholders, but instead we are accountable to our guiding principles, employees, and customers.

We are confident that we provide the best service in the Carolinas, and we are committed to meet and exceed the service standards set forth in this solicitation. We are eager and ready to show the citizens of Daniel Island & Cainhoy the excellent service they expect and deserve in January.

Warm Regards,

The Capital Waste Services Family

_____

Matt Parker, President & Chief Executive Officer

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Company History & Similar Work Experience

Capital Waste Services has extensive experience in projects very similar to 20-P026R Daniel Island & Cainhoy Waste Collection Services. To describe our experience most accurately, it is best to start from our first days in business.

In October of 2015, we purchased a small residential company servicing 9,800 residents in Richland County. The services are weekly household trash, weekly unlimited yard waste, every-other-week recycling, and on-call bulky item collection. After outperforming our competition on every level for the next year, we were awarded an additional area within Richland County comprised of 15,200 residents with the same services. Despite being the second highest bidder, Richland County recognized the quality of service was worth the price and we began servicing this new contract in January of 2017. To this day, we are still the top-rated hauler in Richland County!

Our success in Richland County catapulted us into Lexington County in December of 2018. We began servicing Franchise Area 6 which is comprised of 4,000 subscribers receiving weekly household trash, weekly yard waste, every-other-week recycling, and on-call bulky item collection. We took over for a poorly performing waste hauler, and we had almost no service interruptions. This contract start involved day changes which can be a challenge, but we ensured that the new schedule was effectively communicated to each resident multiple times. For those residents who did not understand the new schedule, we courteously collected their materials within hours of their call in and simultaneously left them a new collection schedule. Shortly after our takeover of Area 6, we were awarded Franchise Area 1 in Lexington County which is comprised of 6,000 subscription residents receiving the same service as Area 6.

In October of 2019, we were awarded the Town of Chapin. It is a smaller municipality consisting of 500 subscription residents receiving weekly household trash, weekly yard waste, every other week recycling, and on-call bulky item collection.

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Earlier this year, we purchased Priority-1 Residential, LLC. Priority-1 is a twenty-year-old family business that provides wonderful service to 11,000 subscription customers in Dorchester County as well as mandatory service to St. George, Lincolnville, and Seabrook Island. The business was owned by the Odom family who prides themselves on having the best service in the Lowcountry. Their vision perfectly aligned with that of Capital Waste Services and we are excited to continue their mission. The Odom family continues to successfully lead our Lowcountry business today.

The project that best shows our ability to meet the expectations of Daniel Island & Cainhoy is Seabrook Island. It was a similarly sized start-up that involved several new trucks, new employees, new systems, etc. Seabrook Island has had its challenges, but we've ensured we were there to help in any situation including hurricanes. Seabrook Island also has the highest expectations for excellent service that we have ever seen. We are proud to showcase not only our new start with Seabrook Island, but also our continued successful relationship. In our 15 years providing excellent service to Seabrook Island, it has never gone out to bid!

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Operational Plan

Our proposed operations plan to meet and exceed the service requirements of Daniel Island & Cainhoy is as follows.

Equipment:

Capital Waste Services will purchase six brand-new trucks for the start of the Daniel Island & Cainhoy project. Two of these new trucks will be 18yd single axle rear load trucks that will be used to service the alleyways within Daniel Island. These miniature rearloaders have an exceptionally tight turning radius allowing them to easily maneuver in tight spots.

International chassis with Loadmaster 18yd rear load body for household garbage, yard waste and bulk item collection.

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Two of the trucks will be automated sideload trucks used to service our non-alleyway household trash routes each day.

Autocar chassis with Heil 32yd automated side load body for household trash collection.

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One of the new trucks is a state body truck that will be used for cart deliveries, removals, and repairs. This state body truck also has a tommy-lift gate that will help with bulk items when necessary.

International chassis with stake body and tommy-lift gate for cart delivery, removal, repair.

Finally, the last truck is a Par-Kan truck that our route supervisor will oversee routes in on a daily basis. This Par-Kan truck gives the supervisor the ability to not only supervise routes, but also to collect any misses while on route. This allows us to resolve the resident's concern without having to wait all day to redirect a routed truck.

Chevrolet chassis with Par-Kan 6yd body and cart tipper for route supervisors.

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Staffing:

In addition to our existing Lowcountry staff, Capital Waste Services will hire 4 drivers, 6 loaders, and 1 route supervisor to serve the residents living within Daniel Island & Cainhoy. The management team (described in the key personnel section) that would directly oversee collection in Daniel Island & Cainhoy has over 50 years of experience in residential curbside collection. Additionally, they know the area extremely well, and we believe their collective experience will be very beneficial to ensuring a smooth transition and in leading the new team.

Our drivers will have safe driving records and submit to mandatory background checks and drug testing before being employed. These drivers will have experience operating garbage trucks and managing the loaders in an efficient and effective manner. It is important to us that all the drivers have a "team first" mentality and demonstrate an aptitude and willingness to lead the loaders and to be led by the Route Supervisor. Each of our rear load trucks would be staffed with at least one loader. As with our drivers, these loaders would undergo background checks and drug testing before being employed. They would be physically capable of performing the job in all types of conditions, including the challenging heat of the Carolina summers. The loaders would be team-oriented individuals that can take direction from the driver and the Route Supervisor.

In addition to the hiring addressed above, we currently employ an Operations Manager, an Office Manager, a Customer Service Manager, and many Customer Service Advocates. The Operations Manager and the Customer Service Manager & Advocates would spend significant portions of their time ensuring that the residents of Daniel Island & Cainhoy receive excellent service. The Operations Manager will be responsible for managing the overall operation, including the entirety of the workforce. The Customer Service Manager & Advocates will provide support to the workforce in the field, serve as a point of primary contact with the City and monitor, track and resolve any complaints. Each of these teams are directly supervised by the President & CEO of the company on a daily basis at our office in Columbia.

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Service & Communication:

Capital Waste Services believes the best way to ensure that the resident is minimally impacted in its curbside collection is to deliver exceptional service and to make certain that the resident is not inconvenienced with missed collections or other issues. Because we share Daniel Island & Cainhoy's high expectations, we are dedicated to ensuring that collections are not missed. It is this awareness and dedication that has allowed us to consistently be rated by both the Richland County and Lexington County Solid Waste & Recycling Departments as the best hauler in their counties.

Capital Waste Services leverages technology to provide the best service possible to all of our customers. One large part of our success has been our 3rd Eye GPS Tracking System. This system was originally designed to identify unsafe driver behaviors and allow managers the opportunity to coach and correct those behaviors in hopes of preventing an accident or injury. 3rd Eye has developed into an excellent customer service tool by allowing management to see where each truck is at all times. It also provides a "breadcrumb" trail showing historical information. This historical information includes video footage, speed, idle time, and even whether or not a stop has been completed.

Snapshot of 3rd Eye's GPS functionality.

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The operating plan we intend to deploy in Daniels Island & Cainhoy will achieve an exceptionally high successful collection record through a combination of (a) utilizing our proprietary customer support program ("Zendesk") to monitor, track and measure our response times to all missed collections (as well as other communication from the City), (b) training our employees on the City regulations governing collection (including those contained in the RFP) and (c) maintaining a strong and active management presence by our Operations Manager and Route Supervisor who spend their days in the field monitoring communication from the City & residents and responding to issues. Each of these three points is critical but the process flow begins with Zendesk.

Zendesk is a closed-loop customer support software program that we have custom engineered (by employing a software engineer to assist us) into a "Service App" that we use to track communication from our customers and municipalities. The City would simply send an email to DanielIsland&CainhoyCS@capwasteservices.com and the Service App notifies the President & CEO, the Operations Manager, the Route Supervisor, the Customer Service Manager, and our Dispatcher immediately that a complaint has been received. Because the Route Supervisor is always in the field, he/she responds to the customer within 30 minutes notifying the customer that an investigation of the complaint is underway. Whichever team member is closest to the address of the complaint will then drive to the location and undertake an investigation of the problem. All of this communication whether internally or with the customer would be visible to the City so the City would be able to track the progress of the investigation and the resulting resolution.

Any customer address that comes in more than once is put into a "Hot List" by our Customer Service Manager, which then feeds into a Management Team Calendar with alerts to ensure that this resident does not have a repeat issue. By doing this we contain missed calls and limit repeat occurrences from being created or escalating. An email is then sent to the customer in response to the previous email for that resident stating that "this is a follow up on a previous complaint by this resident and service has been provided." It is our understanding that we are the only hauler in the state that offers this service. Our proprietary Service App provides us with a unique ability to communicate

with the customer and amongst ourselves to ensure we are providing the highest possible service to the customer and its residents.

Additionally, the Service App allows us to track the street, truck, and driver (and, by extension, the loaders) associated with each complaint we receive. The data generated by the software is then compiled into monthly reports and scrutinized by management to reveal areas for improvement. For example, if a particular truck is experiencing a higher number of complaints than we expect, we use the data from our Service App to make changes in the composition of the team members on that truck and make sure that the Route Supervisor is spending more time monitoring the truck's progress and performance in the field. We prominently post the output from the Service App at our location, which reinforces our culture of accountability. Working in conjunction with the Service App, we will educate and train our team members on the City collection rules and procedures.

Our Operations Manager and Route Supervisor will each be provided with a company issued vehicle and will be expected to be in the field during the hours of collection to monitor and support our team members on the trucks. As discussed above, when a complaint is received in the Service App, the appropriate Route Supervisor (or the Operations Manager if he is closer to the address) will respond to the complaint and initiate an investigation. After investigation, the Supervisor will make direct contact with the resident to respectfully explain the compliance issue. If the resident is available at the time of contact, the Supervisor will meet for a face-to-face conversation instead of leaving a message and risk confusing the resident. Our Supervisors are always dressed in a collared shirt and are trained to be respectful to the resident.

While in the field, Supervisors will be expected to be vigilant for missed collections and to look for opportunities for improvement. This also gives the Supervisor the opportunity to monitor all routes for completion.

Upon completion of a route, each driver will call his or her assigned Route Supervisor and notify them that the route is finished and that all residents have been serviced. At that point, the Route Supervisor will have had a visual confirmation as well as GPS

"breadcrumb trial" confirmation that the route has been completed and meets the City requirements. We are well equipped, trained and prepared to ensure that there will be few, if any, missed collections.

Customer Transition:

One of the most daunting tasks associated with a new contract start is the transition for the customer. Fortunately, our team has started dozens of new contracts throughout our careers and we are up to the challenge.

Our ERP system is designed to allow for uploads of large customer quantities. We plan to import the customer information directly from the incumbent vendor's ERP into our own. We will then scrub the data for any errors before sending out our first communication. That communication will be in the form of post cards, emails, and automated telephone text and voice messaging. That communication will introduce CWS as the new vendor and detail any service changes that may exist. It will also provide points of contact as well as instruct residents how to set up their accounts online or via phone call. We will repeat that communication as many times as necessary leading up to January 1st.

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Key Personnel

Who is Your Capital Waste Team?

Please find a brief introduction to the CWS team members. We pride ourselves in our diverse backgrounds and experiences. Our CWS family was designed to ensure the best customer experience. Our ultimate goal is to provide our community the service we all deserve!

- **Matt Parker** has just under a decade of waste industry experience in every facet of the industry from residential loader to his role today as **President & CEO** of Capital Waste Services. His operational experience, meticulous attention to detail, vision and strong leadership qualities have molded CWS into the company we are today. He was integral in the startup of both Richland County and Lexington County contracts taking on a project manager role for each. Matt will also fill the project manager role for Daniel Island & Cainhoy ensuring all targets related to the new start are hit ahead of schedule. In his free time, if he is not working to constantly improve CWS, he is with his wife and two daughters or he is playing golf.
- **Bill Clarke** is the **Chief Financial Officer** of Capital Waste Services. Bill joined CWS in October from Sumter Transport Company and Kiln Direct where he served as the CFO. Bill brings a vast knowledge of financial expertise as well as operational and back-office systems expertise to our team. Bill will oversee the customer transition to our ERP system. He will ensure all customer information is migrated from the incumbent to CWS and that each customer is billed appropriately as to avoid customer confusion.
- **Zac Rogers** is the **Director of Fleet Maintenance** of Capital Waste Services. He was born into the waste industry and has become an expert on all things maintenance. Zac will ensure our shop is appropriately staffed, and our fleet maintenance standards are being met for all the brand-new equipment we will be purchasing for Daniel Island & Cainhoy.
- **Kelly Roberts** is the **Environmental Health and Safety Manager** for Capital Waste Services. It is Kelly's responsibility to ensure our employees are properly trained and educated on all hazards within the workplace. Kelly has 20 years of

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experience in the waste and medical waste industries. Kelly will be riding along with each new Daniel Island & Cainhoy driver to ensure they are continuously receiving the training needed to safely operate each day. Although he's a stickler for driving the speed limit, Kelly enjoys buying fast cars.

- **Charles Odom** is our Low Country **Operations Manager**. Charles has been in the industry practically his entire life starting from a very young age helping his father, Clint, begin Priority-1. He has relentless dedication to improving our processes and services. Charles oversees the day-to-day operations to ensure our customers are serviced properly, safely, and in a timely manner. Charles spends much of his day customer interfacing and mentoring our drivers. Charles most recently led the successful transition to Capital Waste Services in St. George. Charles will manage staffing and driver training as we prepare for the January 1st start date in Daniel Island & Cainhoy. Charles is a University of South Carolina graduate, and a Gamecock superfan.
- **Debra Odom** is our Low Country **Office Manager**. Debra has been in the business for more than 15 years. Debra has her hand in nearly everything we do from customer service to billing. Debra, in partnership with our CFO, will be an integral part of ensuring the residents of Daniel Island & Cainhoy are accounted for within our systems.
- **Tiavon Falu** is the **Customer Service Manager** for Capital Waste Services. She prides herself with training and coaching her team to master the "one call resolution" customer experience. She is our biggest customer advocate and attributes her success to simply listening to understand, instead of listening to react. She previously worked as a social worker, making her compassion a reason why our customer service department is highly recognized.
- **Dana Arthur** is the **Municipal Marketing Manager** for Capital Waste Services. Dana is responsible for nurturing relationships with our customers at the municipal level. Dana has been in the business for more than 30 years and has even owned her own waste and recycling company.
- **Route Manager.** To be hired. The route manager is our customer-facing resolution specialist. After their morning crew-out, they spend the remainder of their day resolving any concerns and meeting with the residents of Daniel Island & Cainhoy.

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- **Zoe Meddings** is the **Lowcountry Dispatcher** for Capital Waste Services. Similar to an air traffic controller, the dispatcher is responsible for managing the daily routes for all of our drivers. Zoe has a deep understanding of our customers' needs, challenges, requests which she will then communicate to our drivers each day to ensure the best customer experience.
- **Support Drivers (4x).** To be hired. Our drivers are our most valued and valuable assets to our company. They are the best in the business as each driver brings with them waste hauling experience and the professional expectation and care of safely servicing our communities. They may collect garbage, but these are the most sought after professional CDL drivers in South Carolina. Collectively, we proudly have an average tenure of over 10 years of waste and recycling hauling experience.
- **Support Loaders (6x).** To be hired. The loaders are often the most overlooked, yet the most important part of what makes us unique. The difference between us and the competition is usually most visible in the work these dedicated employees provide regardless of the elements. They are the unsung heroes of the waste industry, but the most recognized here at Capital Waste Services.

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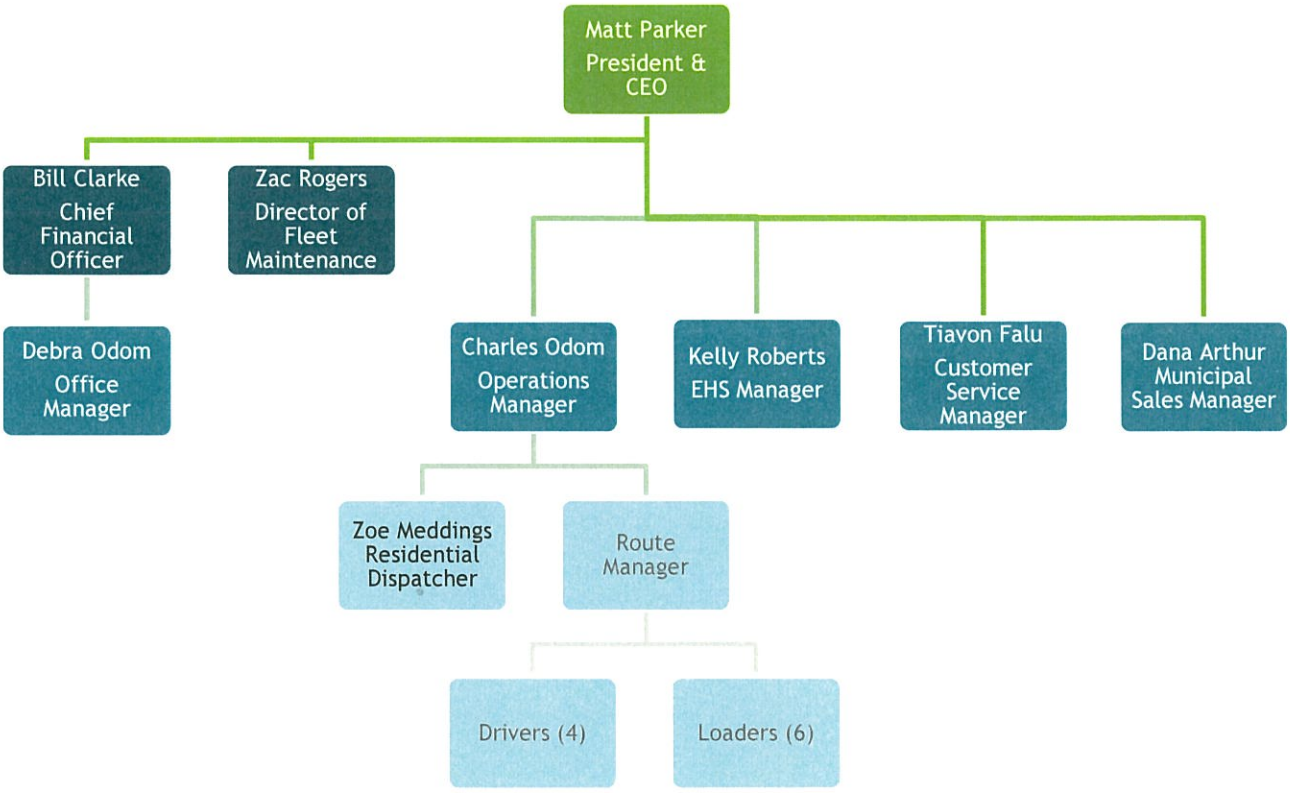
Daniel Island & Cainhoy Organizational Chart



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Daniel Island & Cainhoy - New Residential Trucks

Truck #	Type	Make	Model	Year		Price
2306	Automated Side Loader	Autocar	ACX64	2021	$	340,000
2307	Automated Side Loader	Autocar	ACX64	2021	$	340,000
2308	Rearloader	International	MV607	2021	$	200,000
2309	Rearloader	International	MV607	2021	$	200,000
2310	Cart Delivery	International	MV607	2021	$	100,000
2311	Par-Kan Supervisor Support	Chevrolet	2500HD	2021	$	60,000
					$	**1,240,000**

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Existing Available Residential Equipment

Truck #	Type	Make	Model	Year	VIN
1301	Rearload	Freightliner	M2 106	2012	1FVHCYBS0CHBC7167
1302	Rearload	International	Workstar	2013	1HTWNAZT5DJ165107
1303	Rearload	Freightliner	M2 106	2014	1FVHCYCY2EHFT6118
1304	Rearload	Freightliner	M2 106	2014	1FVHCYCY6EHFT6123
1305	Rearload	Freightliner	M2 106	2011	1FVHCYBS1BDAX2416
1306	Rearload	International	7400	2009	1HTWGAAT39J095006
1307	Rearload	International	7400	2007	1HTWGAAJ17J411855
1311	Rearload	Freightliner	M2 106	2017	3ALMCYCY3HDJG6430
1312	Rearload	Freightliner	M2 106	2017	3ALMCYCY5HDJG6431
1313	Rearload	Freightliner	M2 106	2017	3ALMCYCY0HDJG6434
1314	Rearload	Freightliner	M2 106	2017	3ALMCYCY9HDJG6433
1315	Rearload	Freightliner	M2 106	2017	3ALMCYCY7HDJG6432
1316	Rearload	Freightliner	M2 106	2017	3ALMCYCY5HDJG6428
1317	Rearload	Freightliner	M2 106	2017	3ALMCYCY7HDJG6429
1318	Rearload	Freightliner	M2 106	2017	3ALMCYCY2HDJG6435
1319	Rearload	Freightliner	M2 106	2017	3ALMCYCY6HDJG6437
1320	Rearload	Freightliner	M2 106	2017	3ALMCYCY4HDJG6436
1321	Rearload	Freightliner	M2 106	2017	3ALMCYCY8HDJG6438
1322	Par-Kan	Ford	F250	2016	1FTBF2A69GED09775
1324	Par-Kan	Chevrolet	2500HD	2019	2GC2CREG5K1134097
1325	Par-Kan	Chevrolet	2500HD	2019	2GC2CREG2K1136020
1326	Rearload	International	HV607	2019	3HAEKTAT2KL170615
1327	Rearload	International	HV607	2019	3HAEKTAT4KL170616
1328	Rearload	International	HV607	2019	3HAEKTAT6KL170617
1329	Rearload	International	HV607	2019	3HAEKTAT8KL170618
1330	Rearload	International	MV607	2019	1HTEUMMR6KH354915
1331	Cart Delivery	International	MV607	2019	3HAEUMML5KL091872
1332	Rearload	International	HV607	2019	3HAEKTATXKL170619
1333	Rearload	International	HV607	2019	3HAEKTAT4KL158319
1334	Rearload	International	HV607	2019	3HAEKTAT8KL157271
1335	Rearload	International	HV607	2019	3HAEKTAT1KL156186
1336	Automated Side Loader	Autocar	Xpeditor	2012	5VCACD6F8CH214290
1337	Automated Side Loader	Autocar	Xpeditor	2012	5VCACD6F1CH214289
1338	Automated Side Loader	Autocar	ACX64	2021	On Order
1339	Automated Side Loader	Autocar	ACX64	2021	On Order
1340	Automated Side Loader	Autocar	ACX64	2021	On Order
1341	Automated Side Loader	Autocar	ACX64	2021	On Order
2301	Rearload	Freightliner	M2 106	2019	1FVHCYFEXKHLM4262
2302	Rearload	Freightliner	M2 106	2019	1FVHCYFE8KHKH3932
2303	Rearload	Freightliner	M2 106	2018	1FVHCYFE9JHJM9817
2304	Rearload	Mack	MRU600	2018	1M2AV04C1JM018717
2305	Rearload	Mack	GU713	2013	1M2AX04C6DM017156

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References

Jurisdiction	Contact	Contact Phone	Length of Service	Description of Service
Richland County Area 5A	Art Braswell	803-576-2440	October 2015	Residential curbside collection of 9,800 customers including household trash, recycling, yardwaste, and bulk items
Richland County Area 3	Art Braswell	803-576-2440	January 2017	Residential curbside collection of 15,200 customers including household trash, recycling, yardwaste, and bulk items
Lexington County District 6	Dave Eger	803-755-3325	December 2018	Residential curbside collection of 4,000 customers including household trash, recycling, yardwaste, and bulk items
Lexington County District 1	Dave Eger	803-755-3325	April 2019	Residential curbside collection of 6,000 customers including household trash, recycling, yardwaste, and bulk items
Town of Chapin	Laura Culler	803-345-0416	October 2019	Residential curbside collection of 500 customers including household trash, recycling, yardwaste, and bulk items
Dorchester County	Bob Osterhout	843-832-0070	April 2005	Residential curbside collection of 11,000 customers including household trash, recycling, yardwaste, and bulk items
Seabrook Island	Steve Hirsch	843-725-1562	April 2005	Residential curbside collection of 2,000 customers including household trash, recycling, yardwaste, and bulk items
Town of Lincolnville	Charles Duberry	843-873-3261	October 2015	Residential curbside collection of 200 customers including household trash, yardwaste, and bulk items
Town of St. George	Kevin Hart	843-563-3032	April 2020	Residential curbside collection of 700 customers including household trash, yardwaste, and bulk items

References

Bidders must supply a minimum of four (4) references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: Marlin Henderson - Richland County, SC
Address: 1070 Caughman Road North,
Columbia, South Carolina 29203
Phone/Fax: 803-576-2440
Email: HENDERSON.MARLIN@richlandcountysc.gov

Name: Dave Eger - Lexington County, SC
Address: 498 Landfill Lane
Lexington, South Carolina 29073
Phone/Fax: 803-755-3325
Email: DEger@lex-co.com

Name: Steve Hirsch - Seabrook Island, SC
Address: 1202 Landfall Way
Johns Island, South Carolina 29455
Phone/Fax: 843-725-1562
Email: shirsch@sipoa.org

Name: Charles Duberry - Town of Lincolnville
Address: 141 West Broad Street
Lincolnville, South Carolina 29485
Phone/Fax: 843-873-3261
Email:

Name: Kevin Hart - Town of St. George
Address: 305 Ridge Street
Saint George, South Carolina 29477
Phone/Fax: 843-563-3032
Email:

#20-P026R Vendor: Capital Waste Services LLC

PRICING PROPOSAL

Please complete the table below by indicating the price per month per household for the listed services. Each service will be conducted weekly, and the estimated number of homes to be served is **3621**. In an effort to deliver the best possible services to residents at the best price, the City is requesting these prices for each day of the week.

In the first half of the table, please indicate price estimates that include the management and distribution of roll carts. In the latter half, please indicate price estimates that do not include these additional services. The City projects the population of these two communities (combined) will increase by 125 single-family households per year over the next three years.

*Price is contingent upon the award of all services to Capital Waste Services LLC.

	Collection Services Pricing Proposal				
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**
	Prices Inclusive of Roll Cart Management				
Garbage	*	*	*	*	*
Yard Debris	*	*	*	*	*
Bulk Items	*	*	*	*	*
Homeowner Construction Debris	*	*	*	*	*
Total Cost per Month per Household	**$17.47****	**$17.47****	**$17.47****	**$17.47****	**$17.47****
	Prices Exclusive of Roll Cart Management				
Garbage	*	*	*	*	*
Yard Debris	*	*	*	*	*
Bulk Items	*	*	*	*	*
Homeowner Construction Debris	*	*	*	*	*
Total Cost per Month per Household	$14.97**	$14.97**	$14.97**	$14.97**	$14.97**

**Price is contingent upon the option to provide service across multiple days of the week.

1. COMPENSATION AND FEES

The Successful Offeror will bill the City monthly for the services to be provided within the scope of this Agreement. The City shall be billed a fee for each household serviced, per roll cart, per month. The City shall allow adjustments to the fee charged above on a quarterly basis for additional fuel costs only.

All requests for fee adjustments must be submitted in writing to the City along with written documentation of the successful Offeror's current fee schedule. Service initiated during a billing period shall be billed only for that portion of the period for which the Successful Offeror actually provided services. All service locations, including new locations or discontinued locations, that are billed for a partial month must be billed separately from locations receiving full month service. The City reserves the right to agree to or modify these terms as it is in the best interest of the City and the residents of Daniel Island and Cainhoy. All invoices must be submitted to the following address:

City of Charleston
Accounts Payable
PO Box 853
Charleston, SC 29402-0853

The Successful Offeror shall provide copies of all weekly weight tickets from the Berkeley County landfill when it submits its monthly invoice. The Successful Offeror shall be responsible for all additional landfill charges, if any. All charges shall be documented and certified by the Berkeley County landfill and a copy of the original documents must be provided to the City.

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 20-P026R	**Proposals will be received until:** August 4, 2020 @ 12:00pm
Proposal Title: Daniel Island & Cainhoy Waste Collection Services	
Mailing Date: July 2, 2020	**Direct Inquiries to:** Robin B. Robinson
Vendor Name: Capital Waste Services LLC	**FEIN/SS#:** 32-0476669
Vendor Address: 681 Ridgeville Road	
City – State – Zip: Ridgeville, South Carolina 29472	
Telephone Number: 843-553-2004 ; 803-814-0040	**Fax Number:** 803-814-0478
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? If so, please provide a copy of your certificate with your response.	☐ Yes ☑ No
Authorized Signature: _____	**Title:** President & Chief Executive Officer
Date: 08/11/2020	

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

IMPORTANT

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

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

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

4. Questions regarding this solicitation **must be submitted in writing to Gary Cooper or Robin Barrett Robinson no later than 1:00pm on July 21, 2020**. Questions may either be faxed to 843-720-3872 or emailed to Gary Cooper, cooperg@charleston-sc.gov or Robin Barrett Robinson, robinsonr@charleston-sc.gov.

Proposal Number: 20-P026R	**Proposals will be received until:** August 4, 2020 @ 12:00pm
Proposal Title: Daniel Island & Cainhoy Waste Collection Services	
Mailing Date: July 2, 2020	**Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

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

Capital Waste Services LLC	
Company Name As registered with the IRS	Authorized Signature
681 Ridgeville Road	Matt Parker
Correspondence Address	Printed Name
Ridgeville, SC 29472	President & Chief Executive Officer
City, State, Zip	Title
Matt@capwasteservices.com	843-553-2004 ; 803-814-0040
Email	Telephone Number/Toll Free Also (If Available)
1450 Bluff Road	803-814-0478
Remittance Address	Fax Number
Columbia, SC 29201	08/11/2020
City, State, Zip	Date
32-0476669	
Federal Tax ID (FEIN)/SS Number	SC Sales Tax Number

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

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

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

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

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

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

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

COMPLIANCE REQUIREMENTS:

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

☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND

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

OR

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

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

Name of Company: Capital Waste Services LLC

Signature — 08/11/2020 (Date)

Matt Parker (Print Name) — President & Chief Executive Officer (Title)

Witness

AFFIDAVIT C

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

Affidavit of Capital Waste Services LLC
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the
Daniel Island & Cainhoy Waste Collection Services - 20-P026R contract.
(Name of Project)

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

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

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

Date: 08/11/2020 Name of Authorized Officer (Print/Type): Matt Parker

Signature:

Title: President & Chief Executive Officer

Sworn to before me this 10th day of August, 2020
Notary Public for the State of South Carolina
My Commission Expires: May 21, 2026
Print Name: Sierra M Russell
Phone Number: 803 736 3140
Address: 736 Elmwood Ave
Columbia SC 29201

Notary Seal:

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

T: (843) 724-7314
F: (843) 720-3872

ADDENDUM #1 Q&A

DATE: July 23, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P026R – Daniel Island & Cainhoy Waste Collection Services RFP

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

Q-1 Can you provide me with the name of the incumbent, the amount, and the duration of the current contract?

A-1 The incumbent is Republic Services, the amount of the contract is based on per home (we spent $536,150.55 in 2019), and the contract began January 1, 2018.

Q-2 How many total residences are located in the proposed area?

A-2 Currently there are 3621 residents in this area but it is growing monthly.

Q-3 How many residences of the total will need service through the specified "11-13 yard garbage truck"?

A-3 I would say roughly ¼ of them would need to be collected via an alley truck.

Q-4 Will payments be collected directly from residents by the vendor or by the county?

A-4 All payments to the awarded vendor will be made by the City of Charleston.

Q-5 How often will payments be collected/transferred to the vendor?

A-5 Typically, the City has been invoiced per month. The City's terms are NET 30.

Q-6 What is the approximate house/container count?

A-6 Houses may have up to 3 carts. I would say that 70% have 1 cart and 30% have multiply carts.

Q-7 What is the structure or requirements for the performance bond?

A-7 The City may choose to consider negotiating a performance bond with the awarded vendor. The amount of the performance bond will be determined by the price submitted by the awarded vendor.

Q-8 How many households?

A-8 There are 3621 households.

Q-9 What's the current rate for services?

A-9 $12.35/home

Q-10 What services are currently provided by the incumbent (trash, recycling, yard waste, bulk, etc.)?

A-10 The incumbent currently provides Garbage, Trash (yard waste and Bulk etc.)

Q-11 How many backdoor collections are there?

A-11 Currently the only backdoor service is for handicapped residents that must provide documentation to qualify. There are roughly 30 residents at this time.

Q-12 Can the body size be 18yds. For the alleys as long as it's still a single axle chassis?

A-12 The trucks can be 18 yds. and single axle. They would need to be able to make some tight turns through alleyways.

Q-13 How many residents have 95g, how many 65g, and how many 35g carts?

A-13 At this time we do not have a count of who has what. We are looking to do a cart audit next year.

Q-14 Who bills customers? Contractor or municipality?

A-14 The Customers pay for the service through their taxes.

Q-15 Does municipality field all phone calls?

A-15 Yes, the City of Charleston does field all the phone calls and would pass any information along to the incumbent.

Q-16 Does municipality own current carts?

A-16 Currently the City of Charleston owns all of the carts in this area.

Q-17 Is yard debris collection unlimited?

A-17 Currently yard debris is unlimited but we are working on setting limits. We hope to be able to provide more information about this in the next couple weeks.

Q-18 Does the current contractor use automated trucks (ASL's) for collection as opposed to rearload trucks?

A-18 The current contractor currently uses rearloads. The area would be challenging for ASL use.

Q-19 Will a pricing proposal form be provided?

A-19 It is included as a part of this Addendum.

Q-20 How many residents have their carts collected in the alleys?

A-20 1/3 of the carts are collected in the alleys.

Q-21 When is the anticipated project start date?

A-21 The start date would be January 1st.

Q-22 Is disposal directed to Berkeley County landfill with allowable cap space?

A-22 Yes, the disposal site is the Berkeley County Landfill.

Q-23 Is cap allotment determined by number of carts or number of homes?

A-23 We do not have a cap limit that I am aware of at this time.

Q-24 Are customers billed for extra carts?

A-24 No, Customers are able to have up to 3 carts currently. The City of Charleston provides 1 cart for free and the residents may purchase up to 2 additional carts from the City of Charleston at the City of Charleston's purchase price.

Q-25 Is the price subject to an annual CPI-based price increase?

A-25 Yes, the price is subject to an annual CPI increase but must be submitted to the Procurement Director ***at least 90 days*** before the renewal of the contract for approval.

Q-26 Will the Contractor be providing new containers for each resident on the resident contract start, or using current carts?

A-26 No, The City currently owns all the trash containers and they will continue to be used.

Q-27 Who is responsible for cart replacement, repair, and new customer carts?

A-27 We would like the Contractor to take this over. Currently the City of Charleston is managing this.

Q-28 Can you elaborate on the details of the roll cart management that the City has requesting pricing on?

A-28 We would like the Contractor to take over delivery, repairs and replacements. Carts must be City of Charleston green with the City seal on them.

Q-29 Do you have any objections to certain truck types for collection services?

A-29 We do not have any objections to what types of trucks you use; however, there are very tight alley ways that would require a small truck to complete.

Q-30 Can this be broken up into multiple collections days, as opposed to all on one day?

A-30 Please see proposal. We ask that you provide a price to complete everything in one day and if you would like you may submit an alternate cost proposal to break up the area. This is something that we may consider. Submit your ideas/recommendations.

Q-31 Do you have monthly or annual disposal tonnage by waste stream?

A-31 2019 Garbage tonnages were 3,359. Bulk waste and yard debris were 854 tons.

Q-32 Are all waste stream required to be on the same day of the week or can services be offered throughout the week?

A-32 Yes, We would like the services to be completed on the same day. You can also provide this on your alternate cost proposal to price it out on separate days for consideration as well. Submit your ideas/recommendations.

Q-33 Will the City consider requiring roll carts for YW?

A-33 No, Not at this time. Currently the City is considering assigning limits to yard debris and bulk. More information will be provided once we have chosen to implement limits.

Q-34 Will the City consider requiring roll carts for cardboard recycling and that residents' call for scheduling pick up?

A-34 No, Not at this time.

Q-35 Can we provide the town with a Connect Phone, and access to connect limited to see the driver and their routes?

A-35 Yes, Any information you could provide for route visibility would be helpful.

Q-36 What is the total house count currently?

A-36 See A-8.

Q-37 How often will the City update for new and lost customers?

A-37 The city provides information as we get COA's. We can have our GIS department do this as often as needed.

Q-38 How many backdoor service customers are currently served?

A-38 See A-11.

Q-39 I don't see the pricing proposal referenced on page 31. Where can we find the bid pricing page/format?

A-39 See A-19.

Q-40 **Page 31 question #2 says, "The three collection operations should each occur at the same time every week". Where does this leave Bulk service? We would like to require that Bulk service be scheduled by the homeowner.**

A-40 Currently bulk service is completed on the same day as yard waste. We do ask residents to call if they have bulk waste but they do not always do this.

Q-41 **How will cardboard be addressed? Will it be a bulk pickup? Will there be limits? Will it be scheduled by the homeowner?**

A-41 Currently the card board is placed out and collected with household garbage. All garbage goes to the new Re-power south facility located at Berkeley County landfill where the recycling is sorted out. Currently the City has stopped collecting cardboard do to COVID-19 concerns. This stoppage is temporary and once we feel it is safe enough we will begin to collect again. There are no limits on cardboard.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

Signature of Acknowledgement

08/11/2020
Date

Capital Waste Services LLC
Company Name

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

T: (843) 724-7314
F: (843) 720-3872

ADDENDUM #2

DATE: July 30, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P026R – Daniel Island & Cainhoy Waste Collection Services RFP

This addendum #2 to the solicitation is being made for the following reasons:

The due date has been changed from August 4, 2020 to August 11, 2020. The time due will remain the same.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

Signature of Acknowledgement

08/11/2020
Date

Capital Waste Services LLC
Company Name

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

T: (843) 724-7314
F: (843) 720-3872

ADDENDUM #3

DATE: July 31, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P026R – Daniel Island & Cainhoy Waste Collection Services RFP

This addendum #3 to the solicitation is being made for the following reasons:

This addendum to correct the terms that are in the contract. The terms should read:

"The initial term of this Agreement shall be for a period of three (3) years from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods."

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

Signature of Acknowledgement

08/11/2020
Date

Capital Waste Services LLC
Company Name

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/04/2019

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

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

PRODUCER	CONTACT NAME: Allie Petmecky	
Ironwood Insurance Services, LLC	PHONE (A/C, No, Ext): (404)503-9100	FAX (A/C, No): (404)503-9101
4401 Northside Parkway	E-MAIL ADDRESS: apetmecky@ironwoodins com	
Suite 800	INSURER(S) AFFORDING COVERAGE	NAIC #
Atlanta GA 30327	INSURER A : Great Divide Insurance Company	25224
INSURED	INSURER B : Acceptance Casualty Insurance Company	10349
Capital Waste Services LLC	INSURER C : Berkshire Hathaway Homestate Ins Co	20044
1450 Bluff Road		
	INSURER E :	
Columbia SC 29201	INSURER F :	

COVERAGES 19-20 CWS Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER			GLP2016195-14	10/27/2019	10/27/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAP2016194-14	10/27/2019	10/27/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XOL4100275-01	10/27/2019	10/27/2020	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		CAWC037157	10/27/2019	10/27/2020	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an additional insured on the General Liability policy with respect to the liability resulting from the operations of the Named Insured as required by written contract

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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#20-P026R Vendor: Capital Waste Services LLC

PRICING PROPOSAL

Please complete the table below by indicating the price per month per household for the listed services. Each service will be conducted weekly, and the estimated number of homes to be served is **3621**. In an effort to deliver the best possible services to residents at the best price, the City is requesting these prices for each day of the week.

In the first half of the table, please indicate price estimates that include the management and distribution of roll carts. In the latter half, please indicate price estimates that do not include these additional services. The City projects the population of these two communities (combined) will increase by 125 single-family households per year over the next three years.

*Price is contingent upon the award of all services to Capital Waste Services LLC.

	Collection Services Pricing Proposal				
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**
	Prices Inclusive of Roll Cart Management				
Garbage	*	*	*	*	*
Yard Debris	*	*	*	*	*
Bulk Items	*	*	*	*	*
Homeowner Construction Debris	*	*	*	*	*
Total Cost per Month per Household	**$17.25****	**$17.25****	**$17.25****	**$17.25****	**$17.25****
	Prices Exclusive of Roll Cart Management				
Garbage	*	*	*	*	*
Yard Debris	*	*	*	*	*
Bulk Items	*	*	*	*	*
Homeowner Construction Debris	*	*	*	*	*
Total Cost per Month per Household	$14.50**	$14.50**	$14.50**	$14.50**	$14.50**

**Price is contingent upon the option to provide service across multiple days of the week.

1. COMPENSATION AND FEES

The Successful Offeror will bill the City monthly for the services to be provided within the scope of this Agreement. The City shall be billed a fee for each household serviced, per roll cart, per month. The City shall allow adjustments to the fee charged above on a quarterly basis for additional fuel costs only.

4.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Amy K. Wharton **DEPT.** BFRC

SUBJECT: YEAR 2020 AMENDMENT TO GENERAL FUND & ENTERPRISES FUNDS EXPENDITURE BUDGET

REQUEST: Request approval & forward to Council for First Reading

COMMITTEE OF COUNCIL: W&M **DATE:** October 13, 2020

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

	Yes	N/A	Signature	Attachment
Legal Dept.	☐	☒		☐
Cap. Proj. Cmte. Chair	☐	☒		☐
_____	☐	☐		☐
_____	☐	☐		☐

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

If yes, provide the source of funds

Balance in Expenditure Account _____ Amount needed for this item _____

NEED:

CFO Signature: Amy Wharton

FISCAL IMPACT: Amendment reflects reduction in expenditures and use of fund balances to account for revenue losses caused by the COVID-19 Pandemic

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

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (THROUGH CFO/BUDGET DIRECTOR) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE AGENDA MEETING.

Ratification
Number 2020-_____

AN ORDINANCE

TO REDUCE APPROPRIATIONS OF THE CITY OF CHARLESTON FOR THE FISCAL YEAR ENDING DECEMBER 31, 2020.

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

Section 1: That the following sums of money be and the same hereby are appropriated for the following purposes, such appropriations to be a reduction to the appropriations heretofore provided in "An Ordinance to Make Appropriations to Meet the Liabilities of the City of Charleston for the Fiscal Year Ending December 31, 2020" ratified December 17, 2019 bearing the ratification number 2019-135 and appearing in the Council Proceedings of that date.

GENERAL GOVERNMENT

Div. #	Div. Name	
DEPARTMENT OF CLERK OF COUNCIL		
100000	City Council	
	Personnel	-
	Fringe Benefits	-
	Operating	(2,000)
	Capital	-
	Total	**(2,000)**
EXECUTIVE DEPARTMENT		
110000	Municipal Court	
	Personnel	-
	Fringe Benefits	-
	Operating	(45,100)
	Capital	-
	Total	**(45,100)**
120000	Mayor's Office	
	Personnel	-
	Fringe Benefits	-
	Operating	(10,000)
	Capital	-
	Total	**(10,000)**
DEPARTMENT OF BUDGET, FINANCE AND REVENUE COLLECTIONS		
130000	Budget and Finance Administration	
	Personnel	-
	Fringe Benefits	-
	Operating	(8,700)
	Capital	-
	Total	**(8,700)**
131000	Finance	
	Personnel	-
	Fringe Benefits	-
	Operating	(11,360)
	Capital	-
	Total	**(11,360)**
132000	Revenue Collections	
	Personnel	-
	Fringe Benefits	-
	Operating	(10,400)
	Capital	-
	Total	**(10,400)**

133000	Budget and Management	
	Personnel	-
	Fringe Benefits	-
	Operating	(8,500)
	Capital	-
	Total	**(8,500)**
134000	Procurement	
	Personnel	-
	Fringe Benefits	-
	Operating	(600)
	Capital	-
	Total	**(600)**
135000	Real Estate Management	
	Personnel	-
	Fringe Benefits	-
	Operating	(32,650)
	Capital	-
	Total	**(32,650)**
136000	Process/Service Improvement	
	Personnel	-
	Fringe Benefits	-
	Operating	(32,300)
	Capital	-
	Total	**(32,300)**
137000	Permit Center	
	Personnel	-
	Fringe Benefits	-
	Operating	(3,000)
	Capital	-
	Total	**(3,000)**
138000	Call Center	
	Personnel	-
	Fringe Benefits	-
	Operating	(800)
	Capital	-
	Total	**(800)**
EXECUTIVE DEPARTMENT		
140000	Internal Auditing	
	Personnel	-
	Fringe Benefits	-
	Operating	(5,280)
	Capital	-
	Total	**(5,280)**
141000	Corporation Counsel	
	Personnel	-
	Fringe Benefits	-
	Operating	(40,500)
	Capital	-
	Total	**(40,500)**

142000	Prosecutor's Office	
	Personnel	-
	Fringe Benefits	-
	Operating	(3,650)
	Capital	-
	Total	**(3,650)**
DEPARTMENT OF HUMAN RESOURCES		
150000	Human Resources	
	Personnel	-
	Fringe Benefits	-
	Operating	(92,252)
	Capital	-
	Total	**(92,252)**
DEPARTMENT OF BUDGET, FINANCE AND REVENUE COLLECTIONS		
151000	Safety Management	
	Personnel	-
	Fringe Benefits	-
	Operating	(24,800)
	Capital	-
	Total	**(24,800)**
DEPARTMENT OF INFORMATION TECHNOLOGY		
161000	Information Systems	
	Personnel	-
	Fringe Benefits	-
	Operating	(66,591)
	Capital	-
	Total	**(66,591)**
162000	GIS	
	Personnel	-
	Fringe Benefits	-
	Operating	(7,917)
	Capital	-
	Total	**(7,917)**
163000	Telecommunications	
	Personnel	-
	Fringe Benefits	-
	Operating	(12,349)
	Capital	-
	Total	**(12,349)**
DEPARTMENT OF PARKS		
170000	Electrical	
	Personnel	-
	Fringe Benefits	-
	Operating	(43,000)
	Capital	-
	Total	**(43,000)**
170100	Facilities Maintenance	
	Personnel	-
	Fringe Benefits	-
	Operating	(110,000)
	Capital	-
	Total	**(110,000)**
DEPARTMENT OF HUMAN RESOURCES		
171100	Mailroom	
	Personnel	-
	Fringe Benefits	-
	Operating	(9,500)
	Capital	-
	Total	**(9,500)**

NON-DEPARTMENTAL		
900000	Non-Departmental	
	Personnel	(7,000,000)
	Fringe Benefits	-
	Operating	-
	Capital	-
	Total	**(7,000,000)**
	Total General Government - General Fund	**(7,581,249)**
	PUBLIC SAFETY	
POLICE DEPARTMENT		
200000	Police	
	Personnel	-
	Fringe Benefits	-
	Operating	(834,590)
	Capital	(66,167)
	Total	**(900,757)**
203000	Police Radio Shop	
	Personnel	-
	Fringe Benefits	-
	Operating	(15,000)
	Capital	-
	Total	**(15,000)**
206000	Community Outreach	
	Transfer Out	-
	Personnel	-
	Fringe Benefits	-
	Operating	(17,000)
	Capital	-
	Total	**(17,000)**
FIRE DEPARTMENT		
210000	Fire	
	Personnel	-
	Fringe Benefits	-
	Operating	(272,050)
	Capital	(20,500)
	Total	**(292,550)**
211000	Fire Department Training	
	Personnel	-
	Fringe Benefits	-
	Operating	(84,000)
	Capital	-
	Total	**(84,000)**
213000	Fire Marshal's Office	
	Personnel	-
	Fringe Benefits	-
	Operating	(5,300)
	Capital	-
	Total	**(5,300)**
DEPARTMENT OF PUBLIC SERVICE		
220000	Engineering	
	Personnel	-
	Fringe Benefits	-
	Operating	(7,450)
	Capital	-
	Total	**(7,450)**
221000	Inspections	
	Personnel	-
	Fringe Benefits	-
	Operating	(11,950)
	Capital	-
	Total	**(11,950)**

DEPARTMENT OF LIVABILITY AND TOURISM		
225000	Livability	
	Personnel	-
	Fringe Benefits	-
	Operating	(33,500)
	Capital	-
	Total	**(33,500)**
DEPARTMENT OF TRAFFIC AND TRANSPORTATION		
230000	Traffic and Transportation	
	Personnel	-
	Fringe Benefits	-
	Operating	(5,240)
	Capital	-
	Total	**(5,240)**
DEPARTMENT OF INFORMATION TECHNOLOGY		
235000	Public Safety Information Technology	
	Personnel	-
	Fringe Benefits	-
	Operating	(72,000)
	Capital	-
	Total	**(72,000)**
EXECUTIVE DEPARTMENT		
237000	Resiliency & Emergency Management	
	Personnel	-
	Fringe Benefits	-
	Operating	(23,925)
	Capital	-
	Total	**(23,925)**
	Total Public Safety - General Fund	**(1,468,672)**
	PUBLIC SERVICE	
DEPARTMENT OF PUBLIC SERVICE		
300000	Public Service Administration	
	Personnel	-
	Fringe Benefits	-
	Operating	(17,780)
	Capital	-
	Total	**(17,780)**
311000	Streets and Sidewalks Administration	
	Personnel	-
	Fringe Benefits	-
	Operating	(438,300)
	Capital	-
	Total	**(438,300)**
312000	Streets and Sidewalks	
	Personnel	-
	Fringe Benefits	-
	Operating	(4,800)
	Capital	-
	Total	**(4,800)**
321000	Environmental Services Administration	
	Personnel	-
	Fringe Benefits	-
	Operating	(7,450)
	Capital	-
	Total	**(7,450)**
322000	Garbage Collection	
	Personnel	-
	Fringe Benefits	-
	Operating	(35,260)
	Capital	-
	Total	**(35,260)**

323000	Trash Collection	
	Personnel	-
	Fringe Benefits	-
	Operating	(15,800)
	Capital	-
	Total	**(15,800)**
324000	Street Sweeping	
	Personnel	-
	Fringe Benefits	-
	Operating	(29,528)
	Capital	-
	Total	**(29,528)**
331000	Fleet Management	
	Personnel	-
	Fringe Benefits	-
	Operating	(379,175)
	Capital	(21,300)
	Total	**(400,475)**
	Total Public Service - General Fund	**(949,393)**

URBAN AND COMMUNITY DEVELOPMENT

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

410000	Housing and Community Development	
	Personnel	-
	Fringe Benefits	-
	Operating	(3,600)
	Capital	-
	Total	**(3,600)**

DEPARTMENT OF PLANNING, PRESERVATION AND SUSTAINABILITY

415000	Planning, Preservation and Sustainability Admin.	
	Personnel	-
	Fringe Benefits	-
	Operating	(16,000)
	Capital	-
	Total	**(16,000)**
419000	Zoning Division	
	Personnel	-
	Fringe Benefits	-
	Operating	(2,400)
	Capital	-
	Total	**(2,400)**
420000	Preservation Division	
	Personnel	-
	Fringe Benefits	-
	Operating	(1,900)
	Capital	-
	Total	**(1,900)**
421000	Design Division	
	Personnel	-
	Fringe Benefits	-
	Operating	(12,500)
	Capital	-
	Total	**(12,500)**
430000	Planning and Sustainability	
	Personnel	-
	Fringe Benefits	-
	Operating	(7,750)
	Capital	-
	Total	**(7,750)**
	Total Urban and Community Development - General Fund	**(44,150)**

CULTURE AND RECREATION

EXECUTIVE DEPARTMENT		
500000	Cultural Affairs	
	Personnel	-
	Fringe Benefits	-
	Operating	(10,800)
	Capital	-
	Total	**(10,800)**
500200	West Ashley Farmers Market	
	Personnel	-
	Fringe Benefits	-
	Operating	(9,000)
	Capital	-
	Total	**(9,000)**
DEPARTMENT OF RECREATION		
510000	Recreation Administration	
	Personnel	-
	Fringe Benefits	-
	Operating	(9,200)
	Capital	-
	Total	**(9,200)**
511200	Youth Sports	
	Personnel	-
	Fringe Benefits	-
	Operating	(18,200)
	Capital	-
	Total	**(18,200)**
511300	Adult Sports	-
	Personnel	-
	Fringe Benefits	-
	Operating	(19,680)
	Capital	-
	Total	**(19,680)**
513000	Recreation Programs	
	Personnel	-
	Fringe Benefits	-
	Operating	(9,250)
	Capital	-
	Total	**(9,250)**
513100	Environmental Programs	
	Personnel	-
	Fringe Benefits	-
	Operating	(1,315)
	Capital	-
	Total	**(1,315)**
513300	Playground Programs	
	Personnel	-
	Fringe Benefits	-
	Operating	(10,900)
	Capital	-
	Total	**(10,900)**
513400	Community Programs	
	Personnel	-
	Fringe Benefits	-
	Operating	(3,000)
	Capital	-
	Total	**(3,000)**
515000	Recreation Facilities	
	Personnel	-
	Fringe Benefits	-
	Operating	(445)
	Capital	-
	Total	**(445)**

515010	James Island Recreation Center	
	Personnel	-
	Fringe Benefits	-
	Operating	(23,200)
	Capital	-
	Total	**(23,200)**
515020	St. Julian Devine	
	Personnel	-
	Fringe Benefits	-
	Operating	(4,390)
	Capital	-
	Total	**(4,390)**
515025	Bees Landing Recreation Center	
	Personnel	-
	Fringe Benefits	-
	Operating	(43,800)
	Capital	-
	Total	**(43,800)**
515030	Arthur Christopher Community Center	
	Personnel	-
	Fringe Benefits	-
	Operating	(13,350)
	Capital	-
	Total	**(13,350)**
515035	Shaw Community Center	
	Personnel	-
	Fringe Benefits	-
	Operating	(4,150)
	Capital	-
	Total	**(4,150)**
515045	Daniel Island Programs	-
	Personnel	-
	Fringe Benefits	-
	Operating	(17,300)
	Capital	-
	Total	**(17,300)**
516000	Aquatics	
	Personnel	-
	Fringe Benefits	-
	Operating	(12,175)
	Capital	-
	Total	**(12,175)**
516040	Swim Team	-
	Personnel	-
	Fringe Benefits	-
	Operating	(7,840)
	Capital	-
	Total	**(7,840)**
517000	Tennis	
	Personnel	-
	Fringe Benefits	-
	Operating	(5,550)
	Capital	-
	Total	**(5,550)**
517010	Charleston Tennis Center	
	Personnel	-
	Fringe Benefits	-
	Operating	(6,220)
	Capital	-
	Total	**(6,220)**

517020	Maybank Tennis Center	
	Personnel	-
	Fringe Benefits	-
	Operating	(1,825)
	Capital	-
	Total	**(1,825)**
518010	Gymnastics Training Center	
	Personnel	-
	Fringe Benefits	-
	Operating	(5,800)
	Capital	-
	Total	**(5,800)**
DEPARTMENT OF BUDGET, FINANCE AND REVENUE COLLECTIONS		
518550	Maritime Center	
	Personnel	-
	Fringe Benefits	-
	Operating	(44,735)
	Capital	-
	Total	**(44,735)**
DEPARTMENT OF PARKS		
520000	Capital Projects	
	Personnel	-
	Fringe Benefits	-
	Operating	(58,000)
	Capital	-
	Total	**(58,000)**
521000	Parks Administration	
	Personnel	-
	Fringe Benefits	-
	Operating	(4,500)
	Capital	-
	Total	**(4,500)**
522000	Grounds Maintenance	
	Personnel	-
	Fringe Benefits	-
	Operating	(106,500)
	Capital	(20,000)
	Total	**(126,500)**
523000	Construction	
	Personnel	-
	Fringe Benefits	-
	Operating	(75,000)
	Capital	-
	Total	**(75,000)**
DEPARTMENT OF BUDGET, FINANCE AND REVENUE COLLECTIONS		
531000	Dock Street Theatre	
	Personnel	-
	Fringe Benefits	-
	Operating	(16,880)
	Capital	-
	Total	**(16,880)**
	Total Culture and Recreation - General Fund	**(563,005)**
	COMMUNITY PROMOTIONS	
DEPARTMENT OF LIVABILITY AND TOURISM		
600000	Tourism	
	Personnel	-
	Fringe Benefits	-
	Operating	(19,500)
	Capital	-
	Total	**(19,500)**
	Total Community Promotions - General Fund	**(19,500)**

HEALTH AND WELFARE

EXECUTIVE DEPARTMENT

700000	Public Information	
	Personnel	-
	Fringe Benefits	-
	Operating	(10,000)
	Capital	-
	Total	**(10,000)**
701000	Mayor's Office for Children, Youth, and Families	
	Personnel	-
	Fringe Benefits	-
	Operating	(8,050)
	Capital	-
	Total	**(8,050)**

NON-DEPARTMENTAL

710000	Assistance Programs	
	Personnel	-
	Fringe Benefits	-
	Operating	(117,112)
	Capital	-
	Total	(117,112)
	Total Health and Welfare - General Fund	**(135,162)**

BUSINESS DEVELOPMENT AND ASSISTANCE

DEPARTMENT OF PLANNING, PRESERVATION AND SUSTAINABILITY

820000	Business and Neighborhood Services	
	Personnel	-
	Fringe Benefits	-
	Operating	(6,600)
	Capital	-
	Total	**(6,600)**

EXECUTIVE DEPARTMENT

153000	Youth Programs	
	Personnel	-
	Fringe Benefits	-
	Operating	(4,800)
	Capital	-
	Total	**(4,800)**
	Total Business Development and Assist. - General Fund	**(11,400)**

OTHER

920180	2019/20 Housing Bond - $20M	
	Personnel	-
	Fringe Benefits	-
	Operating	(1,400,000)
	Capital	-
	Total	**(1,400,000)**
	Total Other - General Fund	**(1,400,000)**

TRANSFERS OUT

932000	General Fund Transfers Out	
	Transfers Out	(8,000)
	Personnel	-
	Fringe Benefits	-
	Operating	-
	Capital	-
	Total	**(8,000)**
	Total Transfers Out - General Fund	**(8,000)**

TOTAL GENERAL FUND APPROPRIATION: **(12,180,531)**

ENTERPRISE FUNDS

DEPARTMENT OF BUDGET, FINANCE AND REVENUE COLLECTIONS		
020010	Old Slave Mart Museum	
	Personnel	-
	Fringe Benefits	-
	Operating	(18,350)
	Capital	-
	Total	**(18,350)**
DEPARTMENT OF TRAFFIC AND TRANSPORTATION		
022005	Parking Management Services	
	Personnel	-
	Fringe Benefits	-
	Operating	(52,200)
	Capital	-
	Total	**(52,200)**
DEPARTMENT OF BUDGET, FINANCE AND REVENUE COLLECTIONS		
022016	Parking Facilities Administration-ABM	
	Transfer Out	-
	Personnel	-
	Fringe Benefits	-
	Operating	(1,547,560)
	Capital	(500,000)
	Total	**(2,047,560)**
DEPARTMENT OF TRAFFIC AND TRANSPORTATION		
022045	Parking Meters	
	Personnel	-
	Fringe Benefits	-
	Operating	(400,240)
	Capital	-
	Total	**(400,240)**
DEPARTMENT OF PARKS		
023010	JPR, Jr. Ballpark	
	Transfer Out	-
	Personnel	-
	Fringe Benefits	-
	Operating	(6,000)
	Capital	-
	Total	**(6,000)**
DEPARTMENT OF BUDGET, FINANCE AND REVENUE COLLECTIONS		
024010	Angel Oak	
	Personnel	-
	Fringe Benefits	-
	Operating	(27,200)
	Capital	-
	Total	**(27,200)**
DEPARTMENT OF RECREATION		
028010	Municipal Golf Course	
	Transfer Out	-
	Personnel	-
	Fringe Benefits	-
	Operating	(50,100)
	Capital	-
	Total	**(50,100)**
TOTAL ENTERPRISE FUND APPROPRIATION:		(2,601,650)
TOTAL APPROPRIATION:		**(14,782,181)**

Section 2: The monies herein appropriated were derived from various revenues received in 2020 and Fund Balance at December 31, 2019. The Chief Financial Officer is hereby authorized and directed to make the necessary adjustments to the City's books.

Section 3: The Chief Financial Officer is hereby authorized to make the necessary inter- and intra-departmental transfers on the City's books.

Section 4: This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of October, in the Year of Our Lord, 2020, and in the 245th Year of the Independence of the United States of America.

John J. Tecklenburg, Mayor

ATTEST:

Jennifer Cook, Interim Clerk of Council

5.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Amy K. Wharton **DEPT.** BFRC

SUBJECT: YEAR 2020 AMENDMENT TO GENERAL FUND & ENTERPRISE FUNDS REVENUE BUDGET

REQUEST: Request approval & forward to Council for First Reading

COMMITTEE OF COUNCIL: W&M **DATE:** October 13, 2020

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

	Yes	N/A	Signature	Attachment
Legal Dept.	☐	X		☐
Cap. Proj. Cmte. Chair	☐	X		☐
_____	☐	☐		☐
_____	☐	☐		☐

FUNDING: Was funding previously approved? Yes ☐ no ☐ N/A X

If yes, provide the source of funds

Balance in Expenditure Account _____ Amount needed for this item _____

NEED:

CFO Signature: Amy Wharton

FISCAL IMPACT: Amendment reduces revenues to reflect losses due to the COVID-19 Pandemic.

Mayor's Signature: _____

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (THROUGH CFO/BUDGET DIRECTOR) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE AGENDA MEETING.

Ratification
Number 2020-_____

AN ORDINANCE

TO RECOGNIZE THE REVENUE LOSSES INCURRED AND THE USAGE OF ADDITIONAL FUNDS TO MEET THE APPROPRIATIONS AUTHORIZED BY ORDINANCE 2020-_____ FOR THE FISCAL YEAR ENDING DECEMBER 31, 2020

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

Section 1: The revenues of the City government applicable to the financing of the appropriation of $237,951,128 are hereby adjusted by the following increases and decreases in revenues as hereto provided in "An Ordinance to Raise Funds for the Fiscal Year Ending December 31, 2020," ratified on December 17, 2019, bearing the ratification number 2019-136 and appearing in the Council proceedings of those dates.

GENERAL FUND			
Item 1.	Property Taxes	$	1,100,000
Item 2.	Licenses	$	2,900,000
Item 3.	Rents & Concessions	$	(165,000)
Item 4.	Fines & Forfeitures	$	(175,000)
Item 5.	State of South Carolina	$	(2,000,000)
Item 6.	Recreational Facilities	$	(871,000)
Item 7.	Franchise Tax	$	(1,110,000)
Item 8.	Interest Income	$	(930,000)
	Total General Fund	$	(1,251,000)
	Total General Fund - Transfers In	$	(2,220,250)
	Total General Fund - Other Financing Sources	$	2,336,232
Total General Fund Revenues and Other Financing Sources		**$**	**(1,135,018)**
ENTERPRISE FUNDS:			
Item 9.	Angel Oak	$	(78,000)
Item 10.	City Market	$	(1,443,632)
Item 11.	Municipal Golf Course	$	(1,000,000)
Item 12.	Parking Facilities	$	(11,000,000)
Item 13.	Old Slave Mart Museum	$	(125,531)
Total Enterprise Funds Revenue		**$**	**(13,647,163)**
Total To Be Appropriated		**$**	**(14,782,181)**

Section 2: The additional monies herein appropriated were derived from various revenues in excess of budget and Fund Balance at December 31, 2019. The reductions herein appropriated reflect revenue losses due to the Covid-19 Pandemic and other factors. The Chief Financial Officer is hereby authorized and directed to make the necessary adjustments to the City's books.

Section 3: The Chief Financial Officer is hereby authorized to make the necessary inter- and intra-departmental transfers on the City's books.

Section 4: This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of October, in the Year of Our Lord, 2020, and in the 245th Year of the Independence of the United States of America.

John J. Tecklenburg, Mayor

ATTEST:

Jennifer Cook, Interim Clerk of Council

6.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Fire Chief Daniel M. Curia **DEPT.** Fire

SUBJECT: CHARLESTON FIRE DEPARTMENT – 2020-21 HMEP GRANT

REQUEST: To accept the HMEP grant in the amount of $10,500 for the Charleston FD Haz-Mat Team to attend specialized training

COMMITTEE OF COUNCIL: W&M **DATE:** October 5, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☑	☐	[signature]	☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Charleston Fire Dept.	X	☐	[signature]	☐
Grants Manager	X	☐	[signature]	☐

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

If yes, provide the following: Dept /Div · 210000 Account #: _____

Balance in Account _____ Amount needed for this item 0

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

NEED: Identify any critical time constraint(s).

CFO's Signature: [signature], Deputy CFO for Amy Wharton, CFO

FISCAL IMPACT:

20% in-kind match required for this grant. Salaries of personnel attending classes will be used as the match.

Mayor's Signature: _____

John J. Tecklenburg, Mayor

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

City of Charleston

South Carolina

Charleston Fire Department

JOHN J. TECKLENBURG
MAYOR

DANIEL M. CURIA
FIRE CHIEF

TO: Mayor John J. Tecklenburg and City Council

FROM: Fire Chief Daniel M. Curia

DATE: October 5, 2020

RE: FY20-21 Hazardous Materials Emergency Preparedness (HMEP) grant award

In South Carolina, the Hazardous Materials Emergency Preparedness (HMEP) Grant Program is managed by the South Carolina Emergency Management Division. The grant program is divided into two sub-programs, planning and training. Through the program, LEPCs in South Carolina have an opportunity to obtain financial and technical resources to help renew or enhance their planning process and training activities. The CFD as part of the Charleston County LEPC sought funding for the department Haz-Mat Team.

This is a request to accept grant funding for training in the amount of **$10,500** is determined by the State Emergency Response Committee (SERC) Grant Committee who selects a LEPC for Special Projects Grants based on criteria designed to ensure that the projects most needed and beneficial to the state as a whole will be undertaken. This funding will pay for specialized hazardous materials training for the Haz-Mat Team. There is a 20% match, but the grant allows for salaries as an in-kind match and will not impact the department's budget. The project performance start date for this grant is October 1, 2020 through August 31, 2021.

Please feel free to contact me with any questions.

The State of South Carolina
Military Department

OFFICE OF THE ADJUTANT GENERAL

R Van McCarty
MAJOR GENERAL
THE ADJUTANT GENERAL

September 18 2020

Mr Charles Kramer, LEPC Chair
Charleston City Fire Department
1451 King Street
Charleston, South Carolina 29403

Dear Mr. Kramer

This is to inform you that your request for the Hazards Material Emergency Preparedness Grant (HMEP) funding has been approved in the amount of $10,500 00 for activities as specified in the grant award

Two copies of the award for this grant are enclosed Please read and sign both awards and return one to the office A signed award must be received before expenditures will be reimbursed

The funds for this grant must be obligated by August 31, 2021 It is critical that the counties adhere to this deadline so that funds do not have to be returned to the US Department of Transportation at the end of the fiscal year In addition, each LEPC will be required to adhere to the grant requirement to complete progress reports

Please submit copies of paid invoices, proof of payment and a summary of expenses on the Grant Request for Reimbursement form, upon completion and payment of services *Any request for reimbursement received after September 10, 2021, may be subject to nonpayment* If the 20% "in-kind" match is not a cash match, certify the manner in which this requirement has been met A brief summary of your project(s) should also be included.

Thank you for taking part in what we feel will be a very useful, productive program that will improve our HAZMAT incident management and response capabilities

If you have any questions please contact SCEMD Training Manager, Louis Walter at (803) 737-8849

Sincerely

Kim Stenson
Director

KS:rpw
Enclosures
CF: Mr. Jason Krusen Director
Ms Amy Wharton, Chief Financial Officer

Emergency Management Division
2779 Fish Hatchery Road
West Columbia, South Carolina 29172
(803) 737-8500 Fax (803) 737-8570

SOUTH CAROLINA
EMERGENCY MANAGEMENT DIVISION
2779 Fish Hatchery Road
West Columbia, SC 29172

GRANT AWARD

SUB- RECIPIENT: Charleston City Fire Department

DATE OF AWARD: September 18, 2020

PROGRAM NAME: HMEP Grant

CFDA No.: 20.703

GRANT PERIOD: 10/01/20- 08/31/21

GRANT NO: HMEP 693JK319400338HMEP

AWARDED THIS TRANSACTION: $ 10,500.00

PRIOR AWARD: $ 0.00

CURRENT TOTAL AWARD: $10,500.00

Under the Department of Transportation (DOT) Assistance Agreement No. **HMEP 693JK319400338HMEP**, the South Carolina Emergency Management Division, Office of the Adjutant General, hereby awards to the aforementioned Sub-Recipient, a federal grant in the amount shown above to conduct Ammonia Specialist and Propane IQ courses as specified in the HMEP Grant application.

The grant shall become effective, as of the date of award and upon return of an original signed copy of this document by the Sub-Recipient's designated official(s), to the South Carolina Emergency Management Division. Budgeted expenditures incurred prior to execution of this grant agreement but within the grant period are allowable. **The funds for this grant must be obligated by August 31, 2021.**

The Sub-Recipient, hereby assures and certifies that it will comply with the requirements set forth in the 2 Code of Federal Regulations (CFR) 200 as they relate to the application, acceptance, and use of federal funds. In addition, the Sub-Recipient agrees to comply with the progress report requirements as set out by the South Carolina Emergency Management Division.

Kim Stenson, Director
South Carolina Emergency Management Division,
Office of the Adjutant General

Acceptance for the Sub- Recipient:

Signature of LEPC Chairperson
Director/Coordinator

Date

cf: Mr. Jason Krusen , Director
Mr. , City Administrator

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Fire Chief Daniel Curia **DEPT.** Fire

SUBJECT: CITY OF CHARLESTON FIRE DEPARTMENT -2020 HEALTHCARE PREPAREDNESS PROGRAM (HPP)

REQUEST: To accept the DHEC grant amendment in the amount of $603,362.50 for the Lowcountry Healthcare Coalition to support the Charleston Fire Dept. to purchase Drive Through RX/Vaccination Shelter Trailers.

COMMITTEE OF COUNCIL: W&M **DATE:** Oct 13, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
City of Chs. Fire Dept.	☒	☐		☐
Grants Manager	☒	☐		☐

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

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

20% in-kind match required; The grant is being increased by $378,092.

Mayor's Signature: _____

John J. Tecklenburg, Mayor

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

JOHN J. TECKLENBURG
MAYOR

City of Charleston

South Carolina

Charleston Fire Department

DANIEL M. CURIA
FIRE CHIEF

To: Mayor John J. Tecklenburg
City Council
From: Fire Chief Daniel Curia
Date: October 5, 2020

Subject: FY2020 BP01 w/ COVID Healthcare Preparedness Program grant award

The U.S. Department of Health and Human Services (HHS) Office of the Assistant Secretary for Preparedness and Response (ASPR) leads the country in preparing for, responding to, and recovering from the adverse health effects of emergencies and disasters. This is accomplished by supporting the nation's ability to withstand adversity, strengthening health and emergency response systems, and enhancing national health security. ASPR's Hospital Preparedness Program (HPP) enables the health care delivery system to save lives during emergencies and disaster events that exceed the day-to-day capacity and capability of existing health and emergency response systems.

The Charleston Fire Department (CFD) is seeking approval for an amendment aware for FY2020 BP01 w/ COVID Healthcare Preparedness Program grant award administered by SC Department of Health and Environmental Control (DHEC).

This is a request to accept and amendment for grant funding approved by DHEC in the amount of $378.092.00 for three (3) Drive Through RX/Vaccination Shelter Trailers with supplies and the necessary Personal Protective Equipment (PPE) to help support the Lowcountry Healthcare Coalition, which the Department is a member of. The total grant award is now $603.362.50.

The project performance start date for this grant is July 1, 2019 and ends June 30, 2021. This grant does require a 20% in-kind match, which will be satisfied with salaries associated with the projects.

Please feel free to contact me with any questions.

Contract No. LC-0-413
PO/FR No.

SC DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

CONTRACT AMENDMENT THREE (3)

WHEREAS, by Contract LC-0-413 dated 01/06/2020, the SC Department of Health and Environmental Control (DHEC) entered into a Contract with the City of Charleston to assist with meeting Healthcare Preparedness Capabilities outlined in the Health and Human Services (HHS) Assistant Secretary for Preparedness and Response (ASPR) Hospital Preparedness Program (HPP) and

WHEREAS, DHEC is desirous of amending said Contract as follows:

Section A. Scope of Services: *amend A. 1. a 6 as follows-*

A.1. a.6). Utilize funds from this contract within project guidelines defined by the South Carolina Healthcare Preparedness Program, in alignment with the Secretary for Preparedness and Response-Healthcare Preparedness Program National Bioterrorism HPP COVID-19 funding not to exceed $378,092.00, to purchase (3) Drive Through RX/Vaccination Shelter Trailers with supplies and the necessary Personal Protective Equipment (PPE).

Section B. Term of Contract: *amend this section changing June 30, 2020 to June 30, 2021 as follows-*

This Contract will be effective when signed by all parties and shall terminate on **June 30, 2021**. Only work completed in accordance with Section A within the effective dates of the Contract will be compensated. Maximum term for this agreement is **June 30, 2021**.

Section C. Compensation: *amend Section C2 changing June 30, 2020 to June 30, 2021 as follows*

C. 1. In no event shall the total reimbursement under this Contract exceed $603,362.50 during the budget period July 1, 2019 – June 30, 2021.

C.2. DHEC agrees to reimburse the Contractor for the expense of services in Section A $603,362.50 (an increase of $378,092.00)

NOW THEREFORE, the referenced Contract is amended as specified above provided that all other terms and conditions of the Contract remain the same.

IN WITNESS WHEREOF the DHEC and Contractor have executed and delivered this Amendment.

CITY OF CHARLESTON	SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
BY: _____	BY: _____
John Tecklenburg, Mayor	Raymond E. Barteet, Jr., PHP Director
_____ (Date)	_____ (Date)

8.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Mindy Sturm **DEPT.** Executive/MOCYF

SUBJECT: GRANT APPLICATION FOR BANK ON INITIATIVE

REQUEST: The Mayor's Office for Children, Youth and Families requests approval to apply to the Cities for Financial Empowerment Fund to initiate a Bank On Initiative in Charleston to provide financial resources and banking resources to un/underbanked individuals.

COMMITTEE OF COUNCIL: W&M **DATE:** October 13, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Executive Director	X	☐	Mindy Sturm	X
Grants Manager	☐	☐		☐

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

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature: _____

FISCAL IMPACT:

There is no fiscal impact associated with this grant.

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

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

John J. Tecklenburg
Mayor

Mindy Sturm
Director

City of Charleston
South Carolina
Mayor's Office for Children, Youth and Families

MEMORANDUM

TO: Mayor John J. Tecklenburg, Members of City Council
FROM: **Mindy Sturm, Director, MOCYF**
SUBJECT: **Bank On Grant Application Request for City Council Approval**
DATE: 10/13/2020

The Mayor's Office for Children, Youth and Families requests approval to submit a grant to the **Cities for Financial Empowerment Fund for the Bank On Initiative**. Bank On is a national Coalition whose mission is to make affordable, safe bank accounts available to those who are un or underbanked. The un/underbanked population are more likely to rely on predatory lenders, not have financial stability, and live in low-income communities. Having a safe and affordable bank or credit union account can allow a person to build financial stability and mobility. Alongside providing individuals with access to safe, affordable accounts, the Bank On Charleston Initiative will seek to connect them to financial training services and resources, educational training resources, and other organizations that can help them increase their financial stability and gain economic empowerment.

Bank On Charleston plans to have its own coalition of local agencies and organizations, banks, and credit unions. Bank On Charleston's resources will be housed within MOCYF, but available to all residents. The grant request is for $5000 and funds will be utilized for outreach and educational materials, speaker fees, associated service-provider programming costs, etc. **The Bank On Initiative is an internal partnership as well, with MOCYF working closely with Business and Neighborhood Services and Housing and Community Development.**

We have reached out to the following organizations and financial institutions to invite them to serve on a Steering Committee, and anticipate others will join the effort as partners:

- Charleston Promise Neighborhood
- Trident Urban League
- Origin SC
- SC Works
- P-CAP (Palmetto Community Action Partnership)
- Increasing Hope
- City of Charleston Housing Authority
- Bank of America
- Wells Fargo
- Truist- formerly BB&T
- CO Credit Union
- South State
- TD Bank

9.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Chief Luther Reynolds **DEPT.** Police

SUBJECT: DOJ EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROGRAM

REQUEST: APPROVAL TO ACCEPT THE 2020 JUSTICE ASSISTANCE GRANT FOR $27,875 TO FUND OVERTIME COSTS FOR THE CIU AND TRAINING RELATED TO POLICE-MENTAL HEALTH COLLABORATION.

COMMITTEE OF COUNCIL: W&M **DATE:** OCTOBER 13, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Chief of Police	☒	☐		☐
Grants Coordinator	☒	☐		☐

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

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature: _____

FISCAL IMPACT:

THERE IS NO MATCH REQUIRED FOR THIS GRANT.

Mayor's Signature: _____

John J. Tecklenburg, Mayor

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

2020 DOJ Edward Byrne Justice Assistance Grant

Police-Mental Health Collaboration

TRAINING	UNITS	DESCRIPTION	UNIT COST	TOTAL
	1	Sequential Intercept Model Training	$ 23,750.00	$ 23,750.00

PERSONNEL	UNITS	DESCRIPTION	UNIT COST	TOTAL
	1	Crime Intelligence Unit Data Analyst Overtime	$ 4,125.00	$ 4,125.00
		Total		**$ 27,875.00**

POLICE-MENTAL HEALTH COLLABORATION AND CALLS FOR SERVICE ANALYSIS

CFDA #16.738
Edward Byrne Memorial Justice Assistance Grant Program

JAG Identifiers:

(1) Intervention Programs

(2) Co-Occurring Disorders

(3) Mental Health

Problem Statement

This proposal seeks to improve the Charleston Police Department's rehabilitative programs related to justice-involved individuals and to produce and analyze data related to calls for service that are commonly associated with mental illness, substance use disorder and homelessness. In recent decades, there has been sustained attention on police responses to persons experiencing mental health or substance use crises. The Charleston Police Department has worked to meet the needs brought about by the police-public health interface by engaging in the Crisis Intervention Team model, various diversion programs (e.g. cite and release) as well as partnerships with mental health and substance use disorder (SUD) practitioners to divert individuals away from the criminal justice system. However, preliminary data has shown that officers are still spending a large majority of their time on what are referred to as nuisance offenders, which are nonviolent offenses commonly associated with justice-involved individuals who suffer from homelessness, substance use disorder, or mental illness.

A study published in *Police Quarterly* in 2017[1] investigated what the authors identified as the "gray zone" of police work during mental health encounters. They analyzed field observations from Chicago police officer's handling mental health-related encounters. They concluded that these encounters "often do not call for formal or legalistic interventions… and observed three core features of police work: (1) accepting temporary solutions to chronic vulnerability; (2) using local knowledge to guide decision-making; and (3) negotiating peace with complainants and call subjects." The study recognized that patrol officers, while they are assessed in terms of clearance

[1] From "The 'Gray Zone; of Police Work during Mental Health Encounters: Findings from an Observational Study in Chicago," by J. Wood, A. Watson and A. Fulambarker, 2017, *Police Quarterly* (20)1: 81-105. Doi:10.1177/1098611116658875.

rates and crime reduction, often function as incidental mental health interventionists and serve as a last resort intercept tasked with determining "whether to initiate formal interventions by criminal justice, behavioral health or social services." Police decisions in these circumstances are often complicated by the fact that mental illness is often accompanied by substance use and/or homelessness. Co-occurring disorders are common for nuisance offenders who are most frequently involved with the criminal justice system. While the CPD has taken great strides to improve these interactions and divert non-violent individuals in need of social services, there would be great benefit to the collection and analysis of data related to law enforcement calls for service and the frequency of interactions with nuisance offenders. When coupled with training related to gaps analysis across the criminal justice system, the CPD would be better-informed when approaching the conceptualization of program design for justice-involved people with mental and substance use disorders.

Capabilities & Competencies

The CPD Criminal Intelligence Unit (CIU)[2] responsibilities are two-fold: (1) gather, document and disseminate intelligence pertaining to crime patterns/trends and criminals in and around the Charleston area; and (3) monitor and gather intelligence on violent offenders as identified in the Career Criminal Offender Monitoring (CCOM) program. CIU provides accurate and timely statistical analysis of crime incidents, patterns and trends and resource allocations to the various components of the department. CIU consists of a civilian supervisor (Data Integration

[2] See attached: General Order 37, "Criminal Intelligence Unit"

and Analysis Manager) and 3 civilian personnel, Intelligence Analysts. The CIU supervisors report directly to the Crime Information Operations Center (CIOC) Commander.

Members of CIU receive information from a variety of sources. The purpose of the CIU is to provide a systematic process that examines criminal activity and provides information, patterns, and trends to the various components of the Charleston Police Department. CIU studies crime and intelligence data to determine the frequency and extend to which one crime is associated with others. Crime data is gathered, organized, and compared using various data sources, analytic tools and deductive reasoning. Analysis includes comparison of incident types, identification of emerging patterns and trends, suspect descriptions and methods of operation regarding previous crimes.

The scope of this grant as it related to the CIU data analyst will be limited to overtime hours working on this project. Data analysts will be asked to review crime trends and officer interactions that are specific to circumstances that may have been exacerbated or brought about by an individual's struggle with mental illness, substance use disorder and/or housing instability. CIU data analysts currently report nuisance crime data to the Charleston County Criminal Justice Coordinating Council (CJCC). Nuisance crimes include but are not limited to: Trespassing, Public Intoxication, Open Container, Shoplifting, or Simple Possession Marijuana charges. Part of their responsibilities related to this grant will be comparing the nuisance offenses with violent offenses to determine where, who, and how often officers are spending with each offense.

The Charleston Police Department currently operates under the guidelines set out in General Order 32[3] when interacting with an individual who presents symptoms of mental illness or developmental disabilities. Officers strive to deal with these individuals in a compassionate yet safe manner to protect the individual, the public, family members and officers. Should an officer determine that an individual is mentally or emotionally ill and a potential threat to themselves or others, or may otherwise require police intervention for humanitarian purposes, they are encouraged to call a Crisis Intervention Team Member (CIT) to the scene. The CIT is a group of officers trained to handle situations involving individuals who suffer from mental illness and appear to be in crisis. The CIT follows three objectives:

(1) Pre-arrest diversion of individuals suffering from mental illness from the criminal justice system;

(2) Providing law enforcement with the tools needed to handle encounters with individuals who present symptoms of mental illness; and

(3) Delivery of proper care for individuals in crisis through a collaboration of mental health and criminal justice systems.

Members of the Crisis Intervention Team are sworn members of the CPD who have volunteered to serve on the team. Members are considered based on the following skills:

(1) Communication skills;

(2) Active listening skills;

[3] See attached: "Crisis Intervention Team Field Guide" and General Order 32, "Mental Illness and Developmental Disabilities"

(3) Ability to work well under pressure;

(4) Ability to maintain a positive attitude under stressful conditions;

(5) Ability to absorb verbal abuse without negative responses; and

(6) Ability in exercising good judgement and decision-making skills.

Each member is required to attend a basic 40 hour CIT training class. All members receive annual training to maintain proficiency.

The CJCC was established in 2017 to assist Charleston County in making sustainable, data-driven improvements to the criminal justice system. They are a collaboration of elected and senior officials, law enforcement leaders, judicial and court leadership, behavioral health professionals, victim and legal advocates, and community leaders. The CJCC works collaboratively to improve the administration of justice and promotion of public safety through planning, research, education, and system-wide coordination of criminal justice initiatives. The CJCC's strategies include programs such as:

- Citation and release for low-level charges;
- Triage service within the Tri-County Crisis Stabilization Center;
- Automated court reminders;
- Pretrial risk management;
- Reduced time to disposition;
- Centralized database; and
- Racial and ethnical disproportionality and/or disparity.

The Charleston Police Department, along with community partners in mental health and substance use recovery, actively participate in all of the above programs.

In April 2019, United States District Judge Bruce Hendricks spearheaded an initial meeting of first responders, community educators, public health and public safety agencies to discuss the opioid crisis in our region. From this initial meeting, the Addiction Crisis Task Force was born. The mission of the Addiction Crisis Task Force ("ACTForce" or "ACTF") is to reduce the incidence of overdose injury and death in the greater Charleston Region by: (1) combating addiction and improving health outcomes; and (2) engaging in a collaborative, multi-disciplinary, evidence-based approach to strategic objectives. Since the inception of the ACTForce, law enforcement agencies have made specific changes such as naloxone training, ODMAP reporting, and partnering with public health agencies to identify recovery coaches' specific to OD responses. The Charleston Police Department partnered with the Charleston County Sheriff's Office to establish the Charleston Metro Quick Response Team. The team works with the Charleston Center, a local rehabilitation center, to deploy trained officers to the residence of an individual who has recently overdosed and provide them with local resources related to recovery. Each QRT officer is paired with a Charleston Center Peer Recovery Coach who is an individual in recovery with extensive training in motivational interviewing for substance use disorders.

Project Design & Implementation

The project design for this proposal was informed by the Department of Justice Bureau of Justice Programs Police-Mental Health Collaboration Toolkit. The Toolkit is intended to provide resources for law enforcement agencies when partnering with service providers, advocates, and individuals with mental illness and/or intellectual and developmental disabilities. Programs include:

(1) *Crisis Intervention Teams* (already established at CPD);

(2) *Co-Responder Teams* that include a specially trained officer and a mental health crisis worker who respond together to mental health calls for service;

(3) *Mobile Crisis Teams* where a group of mental health professionals respond to calls for service at the request of law enforcement officers (this is already provided by Charleston County EMT); and

(4) *Case Management Teams* which include behavioral health professionals and officers who provide outreach and follow-up to repeat callers and high utilizers of emergency services.

To determine the next steps necessary to improve the City's response to supporting justice-involved individuals, the CPD proposes that select department individuals and community partners in substance use disorder recovery, mental health support, and homelessness outreach receive training from Policy Research Associates (PRA) related to the Sequential Intercept Model (SIM). The SIM was developed as a conceptual model to inform community-based responses to the involvement of people with mental and substance use disorders in the criminal justice system. The focus of the training is to assist stakeholders in facilitating community-based solutions for justice-involved people with mental and substance use disorders along the 5 Intercepts identified by the

PRA. These Intercepts allow the CPD to develop a comprehensive picture of how people with mental and substance use disorders flow through the criminal justice system. The six distinct intercept points include:

(1) Community Services;

(2) Law Enforcement;

(3) Initial Detention/Initial Court Hearings;

(4) Jails/Courts;

(5) Reentry; and

(6) Community Corrections.

The SIM will be utilized by the City of Charleston as a strategic planning tool to assess available resources, determine gaps in services, and plan for community change. The CPD will invite local stakeholders that cross over multiple systems, including mental health, substance use, pretrial services, housing, health, social services, and people with lived experiences, among others.

In collaboration with the aforementioned training, the project will be supported through data analysis conducted by the CPD CIU data analyst. The scope will be limited to an analysis of calls for service that are considered to be nuisance offenses versus violent offenses. The analyst will then compare the amount of time patrol officers spend on nuisance offenses versus violent offenses. This will assist the department the allocation of resources to specific geographic locations and/or persons of individuals who would be better serviced by behavioral health and/or social services. Further, it will assist the department with identifying "frequent flyers" or individuals who are frequently involved in the criminal justice system for nuisance charges, so that city

stakeholders may work collaboratively to ensure these individuals have access to the appropriate resources.

Upon completion of the grant expenditures, it is the aim of the applicant that the group of trained stakeholders will be equipped with the knowledge and the data to improve current police-mental health programs and other outreach services related to co-occurring disorders and homelessness.

Plan for Data Collection

Objective	Performance Metrics	Data Grantee Provides
Analyze calls for service related to mental health/ substance use disorder/homelessness	Overtime hours completed by CIU Data Analysts	Analysis of calls for service related to nuisance offenses versus violent offenses Comprehensive of "frequent flyers" related to nuisance offenses who may require behavioral health and/or social services
Promote collaborative partnerships with local stakeholders	Number of community stakeholders participating in SIM training	SIM training certificates of completion
Communicate findings to City Officials and relevant agencies	Deliver presentation to CPD and City Council Public Safety Committee on nuisance offense data	Presentation and data visuals provided to agency and committees
Develop plan of action for systemic improvement	Number of focus group/think tank meetings with local stakeholders involved in the SIM training and all other local stakeholders involved in systemic improvements	After action report of SIM training Policy changes made during the course of the project (if applicable) MOUs formed between stakeholder agencies (if applicable)

COMMITTEE / COUNCIL AGENDA

10.)

TO: John J. Tecklenburg, Mayor

FROM: Luther T. Reynolds DEPT. Police Department

SUBJECT: AGREEMENT BETWEEN CPD AND FEDERAL BUREAU OF INVESTIGATION

REQUEST: Approve MOU between CPD and FBI regarding CPD's participation on the FBI's Joint Terrorism Task Force and Cost Reimbursement Agreement wherein subject to availability of required funding FBI will reimburse CPD for overtime payments made to officers assigned to and working on JTTF matters.

COMMITTEE OF COUNCIL: _____ DATE: _____

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Chief of Police	X	☐	Luther Reynolds	X
Corporation Counsel	X	☐		☐
_____	☐	☐		☐
_____	☐	☐		☐

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

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

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

CFO's Signature: _____

FISCAL IMPACT:

Mayor's Signature: _____

John J. Tecklenburg, Mayor

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

COLUMBIA

JOINT TERRORISM TASK FORCE (JTTF)

Standard Memorandum of Understanding

Between

THE FEDERAL BUREAU OF INVESTIGATION

and

THE CHARLESTON POLICE DEPARTMENT

(the "Participating Agency")

PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Participating Agency. The FBI and the Participating Agency are also referred to herein individually as a Party or collectively as the Parties.

AUTHORITIES

The FBI is authorized to coordinate intelligence, investigative, and operational responses to various criminal, cyber, and national security threats, attacks, and intrusions pursuant to various statutory and executive authorities. These include 28 U.S.C. § 533, 42 U.S.C. § 3771, 28 C.F.R. 0.85, Executive Order 12333, as amended, the Attorney General Section 905 Guidelines Regarding Disclosure of Foreign Intelligence Acquired in a Criminal Investigation (September 23, 2002) (AGG-DOM), Annex II to NSPD-46/HSPD-15; NSPD-54/HSPD-23 and 18 U.S.C. § 1030, 50 U.S.C. § 1801, et seq.

PURPOSE/PREAMBLE

This MOU is to formalize the relationship between the FBI and the Participating Agency in order to maximize cooperation and to create a cohesive unit capable of addressing the most complex terrorism investigations. For purposes of this MOU, all mentions of JTTF also include the National Joint Terrorism Task Force (NJTTF).

This document nor its contents may be released without prior authorization of FBI Headquarters.

This MOU delineates the responsibilities and commitments of the FBI and the Participating Agency in the Columbia Field Office's JTTF.

This MOU is not intended to, and should not be construed to, create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, their parent agency, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

The mission of the JTTF is to leverage the collective resources of the Parties for the prevention, preemption, deterrence and investigation of terrorist acts that affect United States interests, and to disrupt and prevent terrorist acts and apprehend individuals who may commit or plan to commit such acts. To further this mission, the JTTF shall serve as a means to facilitate information sharing among JTTF participating agencies.

SUPERVISION AND CONTROL

- All JTTF personnel, once on-board, will be under the supervision of the FBI while working on the JTTF to which they are assigned.
- Overall command and management of the JTTF shall be the responsibility of the NJTTF Section Chief (SC) and his/her designee at the level of FBI Headquarters (FBIHQ) or the Assistant Director in Charge (ADIC) or Special Agent in Charge (SAC) of the FBI field office to which the JTTF personnel are assigned, and his/her designee.
- All guidance on investigative matters handled by the JTTF will be issued by the Attorney General (AG) or the FBI. The FBI will make available to the Participating Agency applicable guidelines and policies, including the AGG-DOM and the FBI's Domestic Investigations and Operations Guide (DIOG).
- The ADIC, SAC or the SC shall designate one Supervisory Special Agent (SSA) to supervise day-to-day operational and investigative matters pertaining to the JTTF. Staffing issues are the responsibility of the FBI chain of command.
- In order to comply with Presidential Directives, the policy and program management of the JTTF is the responsibility of FBI Headquarters (FBIHQ). The operational chain of command beginning at the highest level, in each JTTF will be as follows: ADIC (if assigned), SAC or SC, Assistant Special Agent in Charge (ASAC) or Unit Chief (UC), and JTTF SSAs.
- Each FBI ADIC, SAC, or SC, through his or her chain-of-command, is responsible for administrative and operational matters directly associated with the JTTF. Operational activities will be supervised by FBI JTTF SSAs. Staffing issues are the responsibility of the FBI chain of command.
- The relevant FBI JTTF SSA will be responsible for opening, monitoring, directing, and closing JTTF investigations in accordance with existing FBI policy and the applicable United States AG Guidelines.
- Assignments of cases to personnel will be based on, at a minimum, experience, training, and performance in addition to the discretion of the relevant JTTF SSA.

This document nor its contents may be released without prior authorization of FBI Headquarters.

STAFFING COMMITMENT AND RESPONSIBILITIES

- In light of the significant cost and effort in on-boarding new JTTF personnel, as well as the need for continuity to successfully combat national security, criminal, and cyber threats, attacks, and intrusions, the Participating Agency agrees to provide its personnel to the FBI JTTF for a period of at least two (2) years. This MOU imposes no maximum limit as to the time that any individual may remain on the JTTF. The FBI retains discretion over the length of service of JTTF personnel, in coordination with the Participating Agency.
- During periods of heightened threats and emergencies, the JTTF may need to operate 24-hours a day for an extended period of time. To function properly, the JTTF depends upon the unique contributions of each Participating Agency. During these periods, all JTTF personnel are expected to support JTTF activities unless released to the Participating Agency.
- Due to the operational needs of the JTTF, assignment of full time JTTF personnel to special details or duties for their home agency outside the JTTF by the Participating Agency must be coordinated with the relevant JTTF SSA.
- Although JTTF personnel will report to his/her Participating Agency for non-investigative administrative matters, leave requests will be coordinated with the JTTF SSA to ensure staffing availability.
- JTTF personnel must adhere to the FBI's ethical standards and the Supplemental Standards of Ethical Conduct for employees of the Justice Department, and the same rules and regulations as FBI employees with regard to security policies, conduct and activities while in FBI space, the handling of FBI property, the operation of FBI vehicles, and the conduct of JTTF business.
- Continued assignment to the JTTF will be in coordination with the ADIC or SAC and the Participating Agency. The FBI ADIC, SAC or SC retains the discretion to remove any JTTF personnel from the JTTF.
- JTTF personnel are subject to removal from the JTTF by the FBI for any violation of any provision of this MOU, the FBI's ethical standards, the Supplemental Standards of Ethical Conduct for employees of the Department of Justice, any other applicable agreements, rules, and regulations, or at the discretion of the FBI.
- JTTF personnel must sign an acknowledgment of their respective roles and responsibilities before coming on-board.
- All JTTF personnel are required to attend FBI legal training in compliance with FBI regulations and any other training deemed mandatory and/or necessary by the FBI chain of command. The FBI is responsible for the costs of such training. The Participating Agency will bear the costs of its training required of its own employees.
- The participation of other federal, state, local, tribal, and territorial partners on the JTTF is critical to the long-term success of the endeavor. Due to congressionally mandated reporting, articulating the level of effort for these partnerships is a key measure of the JTTF's performance. Accordingly, all JTTF personnel will be required to record their workload in the Time Utilization Recordkeeping (TURK) system used by the FBI.
- The Participating Agency will ensure that detailed JTTF personnel are medically qualified according to the agency's standards to perform JTTF duties, including law enforcement duties, functions, and responsibilities.

This document nor its contents may be released without prior authorization of FBI Headquarters.

DEFINITION OF JTTF PERSONNEL

As used in this MOU, the term "JTTF personnel" means and includes Task Force Officer, Task Force Member, and Task Force Participant, as those terms are defined in DIOG section 3. This section of the DIOG is available should it be requested.

DEPUTATION

State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the JTTF must be federally deputized under Title 18 of the USC while assigned to the JTTF. The FBI may likewise require federal LEOs who serve on the JTTF to be deputized while assigned to the JTTF. The FBI will secure the required authorization for deputations, as needed.

Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the JTTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

SECURITY CLEARANCE

JTTF personnel may be required to handle sensitive and classified information, have access to classified systems, and/or have access to secure office space. Therefore, JTTF personnel must be eligible to obtain and maintain an appropriate security clearance, up to and including Top Secret and access to Sensitive Compartmentalized Information (SCI) in accordance with the FBI's Security Division Policies.

All JTTF personnel will execute non-disclosure agreements deemed necessary by the FBI for the protection of classified and sensitive information, including but not limited to an SF-312, Classified Nondisclosure Agreement. Supervisors in the Participating Agency responsible for the JTTF personnel may only be provided with classified information if they have the appropriate security clearance to receive the classified information and the requisite "need to know."

All members of the JTTF must certify they have not failed a FBI polygraph at any time. If a potential JTTF member has at one time failed a FBI polygraph, they are not eligible to be in FBI space and, therefore, not eligible to be a member of the task force.

DEADLY FORCE POLICY

Non-FBI JTTF personnel will follow the Participating Agency's policy concerning the use of deadly force.

Less-than-Lethal Devices

- Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in JTTF operations must be made aware of and adhere to the policy and its limits on DOJ officers.
- The Participating Agency of each individual assigned to the JTTF will ensure the agency's policies and procedures for use of any less-than-lethal device that will be carried by JTTF

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personnel are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.

- The Participating Agency of each individual assigned to the JTTF will ensure that, while the individual is participating in FBI-led JTTF operations in the capacity of JTTF personnel, the individual will carry only less-than-lethal devices the Participating Agency has issued to the individual, and on which the individual has been trained, in accordance with the agency's policies and procedures.

COORDINATION

Intelligence, law enforcement, and operational actions will be coordinated and cooperatively carried out within the JTTF. The Participating Agency will not knowingly act unilaterally on any matter affecting the JTTF. The Parties agree the matters designated to be handled by the JTTF shall not knowingly be subject to non-JTTF or non-FBI intelligence, law enforcement, or operational efforts by the Participating Agency. All law enforcement actions will be coordinated and cooperatively carried out.

The JTTF's criminal investigative procedures will conform to the requirements of the FBI and for federal prosecution. It is expected that the appropriate United States Attorney, in consultation with the FBI and affected JTTF partners, will determine on a case-by-case basis whether the prosecution of cases will be at the federal or state level, based upon which would better advance the interests of justice.

All media releases involving JTTF matters will be conducted by the FBI. No press release involving a JTTF matter will be issued without prior FBI approval.

CONFIDENTIAL HUMAN SOURCES

- The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-JTTF personnel will be limited to those situations where it is essential to the effective performance of the JTTF, and only after approval by an FBI supervisory employee. These disclosures will be consistent with applicable FBI guidelines.
- Non-FBI JTTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the JTTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
- In those instances where the Participating Agency provides a CHS, the FBI may, at the discretion of the SAC and in coordination with the Participating Agency, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
- The United States AG Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all CHSs opened and operated in furtherance of FBI JTTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
- Operation, documentation, and payment of any CHS opened and operated in furtherance of a JTTF investigation must be in accordance with the United States AG Guidelines, regardless of whether the handling agency is an FBI JTTF Participating Agency. Documentation of state, county, or local CHSs opened and operated in furtherance of JTTF investigations shall be maintained at an agreed upon location.

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- All JTTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. The Participating Agency may be requested to enter into an additional agreement if an employee of the Participating Agency is assigned duties which require the officer to act in an undercover capacity.

INFORMATION SHARING/REPORTS AND RECORDS

- All investigative and intelligence reporting will be prepared and disseminated in compliance with FBI policy, as set forth in DIOG section 14. Subject to any legal or policy restrictions, copies of documents created for a JTTF matter based upon information obtained from participation on the JTTF by any JTTF personnel will be considered to be federal documents under the control of the FBI and shall be maintained in accordance with FBI records management policy and applicable law. All JTTF materials and investigative records, including any MOUs, originate with, belong to, and will be maintained by the FBI.
- All information learned during the course of a JTTF investigation is subject to FBI information sharing policies and may not be disclosed outside of the FBI without the approval of the FBI JTTF Supervisor. Like any FBI employee, JTTF personnel may not disclose any FBI or JTTF -related information outside of the FBI, including any disclosure to the Participating Agency, without the prior approval of the FBI JTTF SSA.
- All JTTF materials and investigative records originate with, belong to, and will be maintained by the FBI, to include but not limited to: MOUs, interview reports (i.e. FD-302), interview notes, surveillance logs, subpoenaed records, or other investigative information. All information generated in the course of investigations by the JTTF will be controlled solely by the FBI and may only be removed from FBI space with the approval of the JTTF SSA. All official records and information will be kept in accordance with established FBI records management and retention policies.
- JTTF personnel are strictly prohibited from disclosing any unclassified information to individuals without a need to know. Like any FBI employee, JTTF personnel are strictly prohibited from disclosing any classified information to individuals who do not possess the appropriate security clearance and a need to know. The Participating Agency agrees to have JTTF personnel sign an FD-868 (Nondisclosure Agreement for Joint JTTF Members, Contractors, Detailees, Assignees, and Interns). This action obligates an individual participating in the JTTF, who is accepting a position of special trust with access to classified and otherwise sensitive information, to be bound by prepublication review to protect against the unauthorized disclosure of such information.
- JTTF information may identify individuals whose information may be protected by the Privacy Act of 1974 and "United States persons" whose information may be protected by Executive Order 12333 (as amended or any successor thereto). All such information shall be handled lawfully pursuant to the provisions thereof.
- JTTF personnel may be required to handle and process Protected Critical Infrastructure Information, as defined by law and regulated by the U.S. Department of Homeland Security (DHS). All JTTF personnel will use and disclose DHS PCII in accordance with applicable law and regulation.
- JTTF personnel must also comply with all applicable dissemination restrictions when sharing information with non-JTTF individuals. Such restrictions include but are not limited to

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classification rules, grand jury information, foreign government information, and any originator controlled caveats.

- The FBI and the Participating Agency will immediately report to each other every instance wherein data received from each other is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
- The FBI and the Participating Agency agree to abide by the DOJ Privacy, Civil Rights, and Civil Liberties Protection Policy for the Information Sharing Environment (January 25, 2010) to the extent that any JTTF-related information is covered by that policy. At a minimum, the FBI and Participating Agency shall notify each other of any erroneous disclosure of information concerning a U.S. citizen or legal permanent resident alien and take reasonable steps to correct such error.

SALARY/OVERTIME COMPENSATION/FUNDING

- Subject to funding availability and legislative authorization, the FBI may reimburse the Participating Agency for the cost of overtime worked by deputized non-federal LEOs assigned full time to the JTTF, provided overtime expenses were incurred as a result of JTTF related duties. A separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the Participating Agency, consistent with regulations and policy. Otherwise, overtime shall be compensated in accordance with applicable Participating Agency overtime provisions.
- The Participating Agency JTTF personnel will each report to his or her respective agency for personnel administrative matters. The Participating Agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to an FBI JTTF.
- The FBI will provide office space for all JTTF personnel members and support staff. In addition, the FBI will provide all necessary secretarial, clerical, automation, and technical support for the JTTF in accordance with FBI guidelines and procedures. The FBI will provide all furniture and office equipment.
- The introduction of office equipment and furniture into FBI space by the Participating Agency is discouraged, as any such material is subject to examination for technical compromise, which may result in its being damaged or destroyed.
- Subject to funding availability and legislative authority, the FBI may provide equipment, such as a vehicle (but only to non-federal LEOs who work on the JTTF), fuel purchase card (but only to non-federal LEOs who work on the JTTF), and smart phone, to JTTF personnel for use in carrying out JTTF related duties. Receiving personnel will be required to execute acceptable use agreements before being issued these items.
- Employees of the Participating Agency (non-federal LEOs only) may be permitted to drive FBI owned or leased vehicles for surveillance, case management and investigation in connection with any JTTF investigation. FBI owned or leased vehicles will only be made available to non-federal LEOs, and may only be used in accordance with applicable FBI rules and regulations.
- Employees of the Participating Agency who are assigned an FBI owned or leased vehicle must sign and abide by the following agreement: "FBI NATIONAL VEHICLE LEASE VEHICLE USE AGREEMENT – NON-FBI PERSONNEL."
- *[non-Federal entities only]* Any civil liability arising from the use of an FBI-owned or leased vehicle by an individual from a Participating Agency while engaged in any conduct other than his or her

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official duties and assignments under this MOU shall not be the responsibility of the FBI or the United States. To the extent permitted by applicable law, the Participating Agency will hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by an individual from the Participating Agency that is outside of the scope of his or her official duties and assignments under this MOU.

- For official inventory purposes, all equipment including fuel cards, radios, badges, credentials and other forms of JTTF identification subject to FBI property inventory requirements will, upon request, be produced by each individual who participates in the JTTF.
- At the completion of an individual's assignment on the JTTF, upon request, or upon withdrawal or termination of the Participating Agency from the JTTF, all FBI equipment and property will be returned to the supplying agency in accordance with FBI policy.
- This MOU is not an obligation or commitment of funds nor a basis for a transfer of funds. Even where one of the Parties to this MOU has agreed (or later does agree) to assume a particular financial responsibility, such Party's express written approval must be obtained before incurring any expense expected to be assumed by the other Party. All obligations of an expenditures by the Parties to this MOU will be subject to each Party's respective budgetary and fiscal processes and availability of funds pursuant to all applicable laws, regulations, and policies. The Parties to this MOU acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

TRAVEL

All JTTF related travel of non-FBI personnel requires the approval of the JTTF SSA, and Participating Agency authorization, prior to travel. To avoid delay in operational travel, the Participating Agency will provide general travel authority to all of its participating employees for the duration of the employee's membership in the JTTF.

For domestic travel, JTTF personnel will be responsible for appropriate notifications within his or her Participating Agency, as well as standard FBI travel approvals and notification. The JTTF will obtain FBIHQ authorization and country clearances for JTTF personnel required to travel outside the United States. The FBI will pay costs for travel in accordance with the Federal Travel Regulations of all JTTF personnel to conduct investigations outside the field office or home agency territory.

[FOR DEPARTMENT OF DEFENSE ENTITIES ONLY]:

The Posse Comitatus Act, 18 U.S.C. §1385, prohibits the U.S. Army and Air Force (Department of Defense regulations now restrict the activities of all branches or components of the Armed Services under this Act) from being used as a posse comitatus or otherwise to execute the laws entrusted to civilian law enforcement authorities. The restrictions of the Act do not apply to civilian employees of the Department of Defense who are not acting under the direct command and control of a military officer. Other statutory provisions specifically authorize certain indirect and direct assistance and participation by the military in specified law enforcement functions and activities. All Department of Defense components (except strictly civilian components not acting under direct command and control of a military officer) who enter into this agreement, shall comply with all Department of Defense regulations and statutory authorities (describing restrictions, authorizations and conditions in support of law enforcement) including, but not

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limited to, Department of Defense Directives 5525.5 and 3025.15, Chapter 18 of Title 10 of the United States Code, dealing with military support for civilian law enforcement agencies, and any other or subsequent rules, regulations, and laws that may address this topic, or that may amend, or modify any of the above provisions. This MOU shall not be construed to authorize any additional or greater authority (than already described) for Department of Defense components to act in the support of law enforcement activities.

LIABILITY

General. The Parties acknowledge that this MOU does not alter applicable law governing any claim for civil liability arising out of any activity conducted pursuant to this MOU or otherwise relating to this MOU. The Department of Justice (DOJ) may, in its discretion, determine on a case-by-case basis that an individual should be afforded legal representation, legal defense, or indemnification of a civil judgment, pursuant to federal law and DOJ policy and regulations.

Common Law Tort Claims

- Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act (FTCA), 28 U.S.C. § 1346(b), and §§ 2671 - 2680.
- For the limited purpose of defending civil claims arising out of JTTF activity, an employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
- Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2) The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(1)&(2), are made on a case-by-case basis, and such certification cannot be guaranteed.
- If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S.C. § 2679(d)(3).

Constitutional Claims

- Liability for violations of federal constitutional law may rest with the individual federal agent or officer pursuant to Bivens v. Six Unknown Names Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. § 1983 for state officers.

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- Federal, state, local, and tribal officers enjoy qualified immunity from suit for constitutional torts, "insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." Harlow v. Fitzgerald, 457 U.S. 800 (1982).
- If any Participating Agency's JTTF personnel are named as a defendant in his or her individual capacity in a civil action alleging constitutional damages as a result of conduct taken within the scope of JTTF-related duties, the individual may request representation by DOJ. 28 C.F.R. §§ 50.15, 50.16.
- An employee may be provided representation "when the actions for which representation is requested reasonably appear to have been performed within the scope of the employee's employment, and the Attorney General, or his or her designee, determines that providing representation would otherwise be in the interest of the United States." 28 C.F.R. § 50.15(a).
- A written request for representation by JTTF personnel should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the JTTF. The CDC will forward the representation request to the FBI's Office of the General Counsel (OGC), together with a letterhead memorandum concerning the factual basis of the lawsuit. FBI's OGC will then forward the request to the Civil Division of DOJ, together with an agency recommendation concerning scope of employment and DOJ representation. 28 C.F.R. § 50.15(a)(3).
- If any JTTF personnel is found to be liable for a constitutional tort, he or she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his or her individual capacity. 28 C.F.R. § 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R.§ 50.15(a).
- Determinations concerning legal representation and indemnification by the United States are discretionary and are made by DOJ on a case-by-case basis. The FBI cannot guarantee that the United States will provide legal representation, legal defense, or indemnification to any federal or state employee detailed to the JTTF, and nothing in this MOU shall be deemed to create any legal right on the part of any JTTF personnel.

Express Reservations

- The Parties do not waive any applicable defenses and/or limitations on liability.
- No assignment of rights, duties, or obligations of this MOU shall be made by any Party without the express written approval of a duly authorized representative of all other Parties.

DURATION

This MOU shall be reviewed every three years based upon its effective date, but may be terminated at any time upon written mutual consent of the FBI and the Participating Agency involved. This MOU will remain in effect until it is terminated by written mutual consent of the FBI and Participating Agency, or until such time a new MOU is executed between the FBI and the Participating Agency.

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Any Participating Agency may withdraw from the JTTF at any time by written notification to the ADIC, SAC, SC or substantive unit at FBI Headquarters at least 60 days prior to withdrawal.

Upon termination of this MOU, all equipment provided to the JTTF will be returned to the supplying Participating Agency. In addition, when a Participating Agency withdraws from the MOU, the Participating Agency will return equipment to the supplying Participating Agency. Similarly, any remaining Participating Agency will return to a withdrawing Participating Agency any unexpended equipment supplied by the withdrawing Participating Agency.

FORFEITURE

The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with JTTF operations. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to JTTF investigations may be equitably shared with the agency participating in the JTTF.

DISPUTE RESOLUTION

In cases of overlapping jurisdiction, the Parties agree to work in concert to achieve the JTTF's mission and objectives. The Parties agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MODIFICATIONS

This agreement in no manner affects any existing agreements with the FBI or any other agency. This agreement may be amended only by mutual written consent of the parties. The modifications shall have no force or effect unless such modifications are reduced to writing and signed by an authorized representative of the FBI and the Participating Agency.

SIGNATORIES:

_____ Date: _____

John J. Tecklenburg
Mayor of the City of Charleston

_____ Date: _____

Alphonso "Jody" Norris
Special Agent in Charge
Columbia Division
Federal Bureau of Investigation

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FEDERAL BUREAU OF INVESTIGATION
JOINT TERRORISM TASKFORCE
Cost Reimbursement Agreement

JTTF File No.: 300C-CO-A3297321

Pursuant to Congressional appropriations, the Federal Bureau of Investigation (FBI) receives authority to pay overtime for police officers assigned to the formalized Joint Terrorism Task Force (JTTF), as set forth below, for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and Charleston Police Department (CPD), located at 180 Lockwood Boulevard, Charleston, South Carolina, Taxpayer Identification Number: ____-_____, and Telephone Number: (843) 577-7434, that:

1. This Agreement is entered into pursuant to, and as an annex to, the FBI JTTF Memorandum of Understanding (MOU) signed by the Chief of Police of the CPD on _____, and must be read and interpreted in conformity with all terms of that document.

2. Commencing upon execution of this Agreement, the FBI will, subject to availability of required funding, reimburse CPD for overtime payments made to officers assigned to and working full time on JTTF related matters.

3. Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI Columbia Field Office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by a Supervisor at the CPD to the FBI JTTF Squad Supervisor and FBI Columbia Special Agent in Charge for their review, approval, and processing for payment.

4. Overtime reimbursement payments from the FBI will be made via electronic funds transfer (EFT) directly to the CPD using the FBI's Unified Financial Management System (UFMS). To facilitate EFT, the CPD must establish an account online in the System for Award Management (SAM) at www.sam.gov. Each request for reimbursement will include an invoice number, invoice date, and a taxpayer identification number (TIN). Verification of the CPD banking information is required on an annual basis in order to keep payment information current. For additional information regarding the UFMS and SAM, contact the FBI Columbia's Financial Manager.

5. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this Agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify the CPD of the applicable annual limits prior to October 1st of each year.

6. The number of the CPD officers assigned full-time to the JTTF and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the JTTF, this number may change periodically, upward or downward, as approved in advance by the FBI.

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7. Prior to submission of any overtime reimbursement requests, the CPD must prepare an official document setting forth the identity of each officer assigned full-time to the JTTF, along with the regular and overtime hourly rates for each officer. Should any officers change during the year, a similar statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the Columbia Field Office for FBI review and approval.

8. Each request for reimbursement will include the name, rank, identification number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification and signed by an appropriate Supervisor at the CPD that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the JTTF.

9. Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2017, must be received by the FBI by December 31, 2017. The FBI is not obligated to reimburse any requests received after that time.

10. This Agreement is effective upon signatures of the parties and will remain in effect for the duration of the CPD's participation on the JTTF, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This Agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

Signatories:

Alphonso "Jody" Norris
Special Agent in Charge – Columbia Division
Federal Bureau of Investigation

Date: _____

John J. Tecklenburg
Mayor of the City of Charleston

Date: _____

Financial Manager
Federal Bureau of Investigation

Date: _____

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11.)

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Joe Swaim / Andrew Jones DEPT. Stormwater Management

SUBJECT: 0318.19.066824 NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) GRANT ACCEPTANCE FOR CHURCH CREEK HABITAT RESTORATION AND FLOOD PROTECTION PROJECT

REQUEST: Approval to accept the National Fish and Wildlife Foundation (NFWF) Grant for the Church Creek Habitat Restoration and Flood Protection Project. The grant implements nature-based solutions and green infrastructure to protect critical infrastructure in and around the Church Creek Basin, promote community resilience around the base and in surround communities, and enhance ecosystem services and hydrological function. The project will complete 33 acres of floodplain restoration, 2.5 miles of instream restoration, 28.5 acres of land restoration and 29.5 acres of wetland restoration. Federal Funds-$1,345,000.00 Local Match-$1,354,825.00.

COMMITTEE OF COUNCIL: Ways & Means DATE: October 13, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	☐	☐	Amy Wharton	☐
Corporate Counsel	☑	☐	[illegible]	☐
Dir. of SW Management	☒	☐	[illegible]	☐
Grants Manager	☑	☐	Cherrie-Ann Cotton	☐

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

If yes, provide the following Dept/Div SW Mgmt-Proj. Mgmt Acct # *

Balance in Account * Amount needed for this item *

NEED: Identify any critical time constraint(s)

CFO's Signature: Amy Wharton

FISCAL IMPACT: Matching funds of $1,354,825.00 are budgeted in the Drainage Fund ($1,338,284.00) and In-Kind Local Donations ($16,541.00).

Mayor's Signature:

John J. Tecklenburg, Mayor

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

NFWF	**NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT**	**1. NFWF PROPOSAL ID:** 66824	**2. NFWF GRANT ID:** 0318.19.066824
		3. UNIQUE ENTITY IDENTIFIER (DUNS #) 077990786	**4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS)** N/A

5. SUBRECIPIENT TYPE State or Local Government	**6. NFWF SUBRECIPIENT** City of Charleston, South Carolina
7. NFWF SUBRECIPIENT CONTACT	**8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION**
Sarah Fichera City of Charleston, South Carolina 2 George Street Charleston, SC 29401 Tel: 843-720-2535 ficheras@charleston-sc.gov	Amanda Crawford National Fish and Wildlife Foundation 1133 15th Street, N.W. Suite 1000 Washington, D.C. 20005 Tel:202-857-0166 Fax: 202-857-0162 Amanda.Crawford@nfwf.org

9. PROJECT TITLE
Church Creek Habitat Restoration and Flood Protection Project (SC)

10. PROJECT DESCRIPTION
Implement nature-based solutions and green infrastructure to protect critical infrastructure in and around the Church Creek Basin, promote community resilience around the basin and in surrounding communities, and enhance ecosystem services and hydrological function. Project will complete 33 acres of floodplain restoration, 2.5 miles of instream restoration, 28.5 acres of land restoration, and 29.5 acres of wetland restoration.

11. PERIOD OF PERFORMANCE	12. TOTAL AWARD TO SUBRECIPIENT	13. TOTAL FED. FUNDS	14. TOTAL NON-FED. FUNDS
July 1, 2020 to July 1, 2022	$1,345,000	$1,345,000	N/A

15. FEDERAL MATCH REQUIREMENT	16. NON-FEDERAL MATCH REQUIREMENT
N/A	$1,354,825

17. SUBRECIPIENT INDIRECT COST RATE TERMS
The rate specified in Line 4 reflects that the Subrecipient has elected not to claim an indirect cost rate and that this election shall apply throughout the project's period of performance.

18. TABLE OF CONTENTS

SEC.	DESCRIPTION
1	NFWF Agreement Administration
2	NFWF Agreement Clauses
3	Representations, Certifications, and Other Statements – General
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific
6	Other Representations, Certifications, Statements and Clauses

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL						
A. FUNDING SOURCE (FS)	**B. NFWF FS ID**	**C. FS AWARD DATE TO NFWF**	**D. FAIN**	**E. TOT FED. AWARD TO NFWF**	**F. TOT OBLG. TO SUBRECIPIENT**	**G. CFDA**
National Oceanic and Atmospheric Administration	FC.R416	February 7, 2020	NA20NOS4730002	$49,511,000	$1,345,000	11.473

20. NOTICE OF AWARD

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Grant Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Grant Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law, required of a subrecipient of Federal grant or cooperative agreement funds. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (*Type or Print*)		**D. NAME AND TITLE OF NFWF AWARDING OFFICIAL** Holly A. Bamford, PhD, Chief Conservation Officer	
B. SUBRECIPIENT **BY**	**C. DATE**	**E. NATIONAL FISH AND WILDLIFE FOUNDATION** **BY**	**F. DATE**

See Reporting Schedule on the following page.

21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE

Task Due Date	Reporting Task
October 31, 2020	Annual Financial Report
December 31, 2020	Interim Programmatic Report
June 30, 2021	Interim Programmatic Report
October 31, 2021	Annual Financial Report
December 31, 2021	Interim Programmatic Report
June 30, 2022	Interim Programmatic Report
October 1, 2022	Final Financial Report
October 1, 2022	Final Programmatic Report

SECTION 1 AGREEMENT ADMINISTRATION

1.1. Project Description/Purpose of Grant.

Implement nature-based solutions and green infrastructure to protect critical infrastructure in and around the Church Creek Basin, promote community resilience around the basin and in surrounding communities, and enhance ecosystem services and hydrological function. Project will complete 33 acres of floodplain restoration, 2.5 miles of instream restoration, 28.5 acres of land restoration, and 29.5 acres of wetland restoration.

1.2. Amendments.

During the life of the Project, the NFWF Subrecipient is required to inform the NFWF Grants Administrator of any changes in contact information or in the Project scope of work, as well as any difficulties in completing the performance goals articulated by the Project description immediately. If the NFWF Subrecipient determines that the amount of the budget is going to change in any one budget category by an amount that exceeds 10% of the Award, the NFWF Subrecipient must seek prior written approval from the Grants Administrator. NFWF Subrecipients must seek an amendment request upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. However, NFWF may initiate the amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's Easygrants system.

1.3. Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other Federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another Federal award except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs when authorized by Federal statute; (6) Are provided for in the approved budget when required by the Federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Grant Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions.

1.3.1. Documentation and Reporting of Matching Contributions. The NFWF Subrecipient must retain detailed time records for contributed services and original receipts and appraisals of real property and comparable rentals for other contributed property at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable Federal regulations.

1.3.2. Cash, Goods and Services, and/or Property. The NFWF Subrecipient must report to NFWF as a part of the Final Report, the Matching Contributions received by the NFWF Subrecipient and expended in connection with the Project. Fair market value of donated goods and services, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter "OMB Uniform Guidance"),regardless of whether this Grant Agreement is federally funded.

1.3.3. Property. The NFWF Subrecipient may have a third party donor submit a letter to NFWF, documenting the fair market value and date of a Matching Contribution and stating that the donation is non-Federal, voluntary, and intended to qualify as a Matching Contribution. A letter provided to document a donation of real property must be accompanied by an appraisal by a certified appraiser; a letter provided to document rental of equipment or space must list three comparable rentals in the location of the Project.

1.4. Payment of Funds.

To be eligible to receive funds, NFWF Subrecipient must (1) return to NFWF an original executed copy of the grant agreement for the Project; (2) submit any due financial and programmatic reports; and (3) submit a complete and accurate payment request. NFWF Subrecipient may request funds by submitting a Payment Request via Easygrants. NFWF Subrecipient may request advance payment of funds prior to expenditure provided that (1) NFWF Subrecipient demonstrates an immediate need for advance payment; and (2) NFWF Subrecipient documents expenditure of advanced funds on the next payment request and/or required financial report to NFWF. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient's needs. In all other cases, funds are disbursed on a reimbursable basis. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of the final reports.

1.5. Reports.

1.5.1 Interim Programmatic and Financial Reports.

The NFWF Subrecipient will submit interim programmatic and financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement. The interim programmatic report shall consist of written statements of Project accomplishments since Project initiation, or since the last reporting period, and shall be uploaded via NFWF's Easygrants system. The interim financial report shall consist of financial information detailing cumulative receipts and expenditures made under this Project since Project initiation, and shall be uploaded via NFWF's Easygrants system.

1.5.2. Annual Financial Report.

An annual financial report detailing cumulative receipts and expenditures made under this Project is required annually, due on October 31st of each year of the grant term. In the annual financial report, the NFWF Subrecipient must report the amount of NFWF Funds expended during NFWF's fiscal year (October 1 – September 30). The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

1.5.3. Final Reports.

No later than 90 days after the completion of the Project, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project receipts, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and evaluating the accomplishments achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) Photographs as described in Section 1.5.3.1 below. The final reports and digital photo files should be uploaded via NFWF's Easygrants system. Any requests for extensions of the final reports submission date must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance.

1.5.3.1. Photographs.

Together with the Final Programmatic Report NFWF Subrecipient will submit a representative number (minimum of 5) of high-resolution (minimum 300 dpi) photographs depicting the Project. Photographs should be uploaded via NFWF's Easygrants system as individual .jpg files. NFWF requests, as appropriate for the

Project, before-and-after images of the Project, images of species impacted by the Project, and images of staff/volunteers working on the Project. In the Final Programmatic Report narrative include for each submitted photograph the date the photograph was taken, the location of the photographed image, caption, photo credit, and any other pertinent information. By uploading photographs to NFWF's Easygrants system the NFWF Subrecipient certifies that the photographs are unencumbered and may be used by NFWF and Project Funders as part of or separately from the permissions pertaining to the use of posting of Final Reports in Section 2.

1.5.4 Significant Developments.

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

1.5.4.1 Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and,

1.5.4.2 Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

1.5.5. Certification and Representation.

For each report in this section, except for 1.5.4, NFWF Subrecipient shall include the appropriate certification and representation pursuant to section 4.8.

1.6. Access to Records.

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the close-out of all pending matters or audits related to this Agreement, whichever is later. NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.,* a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. NFWF Subrecipient must maintain records that demonstrate its compliance with federal statutory and regulatory requirements and that it is meeting the subaward project goals. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition.

SECTION 2 NFWF AGREEMENT CLAUSES

2.1. Restrictions on Use of Funds.

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Grant Agreement. No funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Grant Agreement or allowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

2.2. Assignment.

The NFWF Subrecipient may not assign this Grant Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

2.3. Subawards and Contracts.

When making subawards or contracting, NFWF Subrecipient (1) shall abide by all required granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance; (2) shall ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the provisions of the OMB Uniform Guidance; and (3) shall ensure that such subaward or contracting complies with the requirements in Section 2.9.2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state and local requirements to lower-tiered subawardees and contractors.

2.4. Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

2.5. Publicity and Acknowledgement of Support.

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Grant Agreement and the Project in press releases, publications and other public communications. NFWF Subrecipient agrees to: (i) give appropriate credit to NFWF and any Funding Sources identified in this Grant Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Grant Agreement or any of the project deliverables associated with this Grant Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (ii) include the disclaimer provided for herein. The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo of any Funding Source.

2.5.1. Disclaimers.

Payments made to the NFWF Subrecipient under this Grant Agreement do not by direct reference or implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Grant Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Grant Agreement shall carry the following disclaimer:

For Projects funded in whole or part with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products

does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

For Projects not funded with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

2.6. Posting of Final Reports.

The NFWF Subrecipient hereby acknowledges its consent for NFWF and any Funding Source identified in this Grant Agreement to post its final reports on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Grant Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

2.7. Website Links.

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all of NFWF's websites to any websites created by the NFWF Subrecipient in connection with the Project.

2.8. Evaluation.

The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project for a period of five (5) years after the project end date, unless if any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place so as to extend the retention period.

2.9. Compliance with Laws.

2.9.1 In General. The NFWF Subrecipient agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Grant Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Grant Agreement.

2.9.2. Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Other Restrictions.

2.9.2.1. The NFWF Subrecipient shall ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), the UK Bribery Act 2010, or any other applicable anti-corruption laws or regulations in the countries in which the NFWF Subrecipient performs under this Grant Agreement.

2.9.2.2. The NFWF Subrecipient shall not provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity,

or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac;(2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml; (3) on the consolidated list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.

2.9.2.3 . The NFWF Subrecipient shall ensure that its activities under this Grant Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

~~2.10. Arbitration.~~

~~All claims, disputes, and other matters in question arising out of, or relating to this Grant Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Grant Agreement.~~

~~2.11. Indemnity.~~

~~The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Grant Agreement.~~

2.12. Insurance.

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this grant agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Grant Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Grant Agreement.

2.13. Choice of Law/Jurisdiction.

This Grant Agreement shall be subject to and interpreted by the laws of the State of South Carolina, without regard to choice of law principles. By entering into this Grant Agreement, the NFWF Subrecipient agrees to submit to the jurisdiction of the courts of the State of South Carolina. The terms of this provision will survive termination of this Grant Agreement.

2.14. Termination.

2.14.1. Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Grant Agreement, or any portion thereunder, for default effective upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

2.14.1.1. The NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

2.14.1.2. The NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

2.14.1.3. In the event of suspension or debarment by the Government of the NFWF Subrecipient; or,

2.14.1.4. In the event of any breach of the requirements set forth in Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions; or,

2.14.1.5. In the event NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes cannot be mitigated; or,

2.14.1.6. After written notice and a reasonable opportunity to cure the perceived non-compliance with any material term of this Grant Agreement. The cure period shall be considered the timeframe specified by the Government, if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Government, ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Grant Agreement.

2.14.2. Either Party may terminate this Grant Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party. NFWF shall have the right to terminate this Agreement in whole or in part at any time, if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

2.14.3. In the event of termination of this Grant Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

2.14.3.1. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

2.14.3.2. Place no further work orders or enter into any further subawards or contracts for materials, services or facilities, except as necessary to complete work as specified in NFWF's notice.

2.14.3.3. Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

2.14.3.4. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts.

2.14.3.5. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Grant Agreement, whether completed or in progress.

2.14.3.6. Return to NFWF any unobligated portion of the Award.

2.15. Entire Agreement.

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

2.16. Severability.

Each provision of this Grant Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

2.17. Interpretation and Construction.

2.17.1. This Grant Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Grant Agreement and another portion of this Grant Agreement, first the Sections will apply, then any supplemental attachments.

2.17.2. The title designations of the provisions to this Grant Agreement are for convenience only and shall not affect the interpretation or construction of this Grant Agreement.

2.17.3. Every right or remedy conferred by this Grant Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

2.17.4. The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Grant Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

2.17.5. Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Grant Agreement, the rights and obligations of this Grant Agreement which by their nature extend beyond its expiration or termination shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

SECTION 3 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS GENERAL

3.1. Binding Obligation.

By execution of this Grant Agreement, NFWF Subrecipient represents and certifies that this Grant Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Grant Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Grant Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

3.2. Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Grant Agreement.

3.3. Compliance with Laws.

By execution of this Grant Agreement and through its continued performance hereunder, the NFWF Subrecipient represents and certifies that it is conducting all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents.

3.4. Conflicts of Interest.

By execution of this Grant Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Grant Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Grant Agreement, NFWF subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS

4.1. If the Funding Source or any funding entity (*i.e.,* a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable Federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

If the NFWF Subrecipient is a Non-Profit Organization, Institution of Higher Education, State, Local or Tribal Government, it will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable Federal regulations.

If NFWF Subrecipient subawards any portion of the Project under this Agreement to a third-party, NFWF Subrecipient shall, at a minimum, flow down those requirements and provisions required to be flowed down pursuant to the applicable regulations set forth above.

4.2. A-133 and 2 CFR § 200 Subpart F Audits.

It is the responsibility of subrecipients that are Non-Profit Organizations, State, Local or Tribal Governments to arrange for the conduct of audits as required by either OMB Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" or 2 CFR Part 200, Subpart F – Audit Requirements, whichever is applicable.

4.3. Interest.

Any interest earned in any one year on Federal funds advanced to the NFWF Subrecipient that exceeds $500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to $500 per year may be retained by the Subrecipient for administrative expense.

4.4. Subrecipient Debarment and Suspensions.

Unless NFWF Subrecipient has submitted a written justification fourteen (14) days prior to execution of this Grant Agreement, stating the reason that this term does not apply, which has been expressly accepted and approved by NFWF prior to execution, by and through NFWF Subrecipient's execution of this Grant Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at https://www.sam.gov/portal/public/SAM/.

4.5. Mandatory Disclosure.

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in this Grant Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

4.6. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts, including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

I. Trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".

b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".

c. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions*. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
ii. Includes:
A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4.7. Subrecipient Monitoring Requirements.

NFWF Subrecipients receiving federal funds understand that NFWF may require NFWF Subrecipient to take corrective action measures in response to a deficiency brought to NFWF and NFWF Subrecipient's attention during the course of an audit.

4.8. Certification and Representation.

NFWF Subrecipient must submit those certifications and representations required by Federal statutes, or regulations to NFWF on an annual basis. Submission may be required more frequently if the NFWF Subrecipient entity fails to meet a requirement of a Federal award.

Programmatic and financial reports or payment requests under a Federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and certify to the following at time of submission:

> By signing this [report] [payment request], I certify to the best of my knowledge and belief that the [report] [payment request] is true, complete, and accurate. [The expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Grant Agreement.]. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

4.9. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

4.10. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

4.11. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

4.12. 43 CFR §18 New Restrictions on Lobbying.

The NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

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

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

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

FC.R416

Pre-Award Matching Contributions.

The NFWF Subrecipient may begin accumulating pre-award matching contribution costs for Funding Source FC.R416 as of July 1, 2019. This pre-award waiver is only applicable to matching contributions; the NFWF Award listed on line 12 of the Cover Page of this Agreement must be expended within the period of performance listed on line 11.

Department of Commerce (DOC) Compliance Requirements.

The NFWF Subrecipient must comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth in the Department of Commerce Financial Assistance Standard Terms and Conditions Dated April 30, 2019, available at http://www.osec.doc.gov/oam/grants_management/policy/. See 2 C.F.R. § 200.101(b)(1) (Applicability), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§200.330-332 (Subrecipient monitoring and management). Additionally, the NFWF Subrecipient must flow these requirements down to all subrecipients and contractors, including lower tier subrecipients.

Equipment Reporting.

Equipment or supplies (aggregate supplies, not per unit) at a cost of $5,000 or greater per unit value, including its fair market value, must be inventoried at least once every two years and at award closeout (2 CFR 200.313). NFWF Subrecipients may use the outdated SF-428 form series to report on tangible property or submit their own customized report including a description of federally owned equipment, identification information, acquisition cost, and acquisition date. More guidance on property definitions and forms is posted online at coast.noaa.gov/funding/forms.html.

Handling of Environmental Data or Peer Reviewed Publications.

a) Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Failure to perform quality control does not constitute an excuse not to share data. Data without QC are considered "experimental products" and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.
b) Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
c) Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."

d) Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.

e) Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (http://www.crossref.org/fundref/) if supported by the Publisher.

f) Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at http://library.noaa.gov/repository after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.

g) Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

Scientific Integrity.

a) *Maintaining Integrity.* The NFWF Subrecipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.

b) *Peer Review.* The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

c) In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the NFWF Subrecipient and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at https://nrc.noaa.gov/ScientificIntegrityCommons.aspx.

d) *Primary Responsibility.* The NFWF Subrecipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

e) By executing this grant, financial assistance award, or cooperative agreement the NFWF Subrecipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

f) The NFWF Subrecipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

SECTION 6 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO NON-FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

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12.)

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Joe Swaim / Andrew Jones **DEPT.** Stormwater Management

SUBJECT: HUGER-KING STREET DRAINAGE IMPROVEMENTS MEMORANDUM OF AGREEMENT WITH CHARLESTON WATER SYSTEMS

REQUEST: Approval of a Memorandum of Agreement with Charleston Water System (CWS) by which CWS agrees to reimburse at 100% the costs of all construction items associated with the relocation of lateral and longitudinal water and sanitary sewer conflicts and the replacement of existing water main infrastructure with in project area. CWS will also be responsible for all engineering and design service costs associated with the preparation of plans and specification for the utility work.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** October 13, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	☐	☐	Amy Wharton	☐
Corporate Counsel	☐	☐	Janie E. Borden /rh	☐
Dir. of SW Management	☒	☐	[signature]	☐
	☐	☐		☐

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

If yes, provide the following: Dept/Div SW Mgmt-Proj. Mgmt Acct # N/A

Balance in Account N/A Amount needed for this item N/A

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Mayor's Signature: _____

John J. Tecklenburg, Mayor

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

MEMORANDUM OF AGREEMENT REGARDING IN-CONTRACT UTILITY WORK FOR THE HUGER STREET AND KING STREET INTERSECTION DRAINAGE IMPROVEMENTS PROJECT

This Memorandum of Agreement (this "MOA" or "Agreement") is made by and between the Commissioners of Public Works of the City of Charleston, South Carolina, d/b/a Charleston Water System ("CWS"), and the City of Charleston, a South Carolina municipality (the "City").

RECITALS

WHEREAS, in 2018, the City began the process of assessing the condition of the area in and surrounding the intersection of Huger Street and King Street (the "Intersection") and obtaining a recommended course of action to reduce flooding in the Intersection;

WHEREAS, the City has completed construction documents for construction of the intersection drainage improvements from the intersection of King Street (US 78/S-104) and Huger Street (S-99) including King Street (US 78) approximately 500 ft northwest and 500 ft southeast of the King Street (US 78/S-104) and Huger Street (S-99) intersection, and Huger Street (S-99) approximately 300 ft west and 300 feet east of the King Street (US 78/S-104) and Huger Street (S-99) intersection with associated street construction elements (the "Project") and is in the process of finalizing civil and environmental permits to initiate the work for the Project;

WHEREAS, the City is in the process of preparing the Project to advertise for bid to award to a qualified contractor;

WHEREAS, CWS and the City desire that numerous lateral and longitudinal water and sanitary sewer conflicts between proposed drainage infrastructure be relocated and that existing water main infrastructure within Huger Street (S-99) and King Street (US 78/S-104) associated with the Project be replaced, with the work to be performed by subcontractors approved by CPW under the supervision of the contractor to be selected by the City for the Project or any phase thereof (the "Contractor");

WHEREAS, CWS and the City are bodies politic, with all the rights and privileges of such bodies, including the power to contract as necessary and incidental to the carrying out of the functions covered under this Agreement;

WHEREAS, CWS and the City agree to coordinate and cooperate with respect to the Project;

NOW THEREFORE, in consideration of the above Recitals, and the several promises set forth herein to be faithfully performed by the parties hereto, the sufficiency of which is hereby acknowledged, CWS and the City agree as follows:

I. DESCRIPTION OF THE UTILITY WORK:

The scope of work under this Agreement shall include the relocation of lateral and longitudinal water and sanitary sewer conflicts and the replacement of existing water main infrastructure within

the Project area (the "Utility Work"), as shown in the construction plans associated with the Project (the "Plans"). The parties acknowledge that they have had the opportunity to review and have reviewed the Plans prior to executing this Agreement.

II. SCHEDULE:

This Agreement will become effective when all parties have signed it, as indicated by the date associated with each party's signature. The City shall include the Utility Work in the construction schedule for the Project. The sequence and timing of the Utility Work of the Project will be determined by the Contractor. The City reserves the right to amend the construction schedule for the Project in the City's sole discretion. The City will provide reasonable notification to CWS of changes to the construction schedule for the Project.

III. THE CITY SHALL:

a. Include the Utility Work in the contract documents for the construction of the Project.

b. Include a provision in the contract documents for the Project, that the Contractor shall utilize only subcontractors who have been approved by CWS to perform the Utility Work.

c. Provide to CWS timely notice concerning Project design changes, changes in schedules, routine communications, review of contractor submittals concerning the Utility Work, or any other activities that may impact the Utility Work.

d. Include CWS in all Pre-Bid, Pre-Construction and recurring progress meetings to the extent any such meetings pertain to the Utility Work.

e. Provide reasonable access to the Project site for CWS to inspect the Utility Work.

f. Allow CWS to review pay requests from the Contractor relating to the Utility Work prior to payment and allow CWS to review any change orders which affect the cost of the Utility Work.

g. Require the Contractor to coordinate with other utility providers occupying the Project site to ensure that the Utility Work is compatible with the relocation or other plans of any such providers.

IV. CWS SHALL:

a. Provide to the City a copy of CWS's standard technical specifications for the Utility Work. CWS represents that such specifications will be complete, comply with applicable standards and codes, and will be ready for construction. The City shall include these technical specifications in the contract documents for the Project.

b. Provide to the City a list of approved utility subcontractors licensed and qualified to perform the Utility Work.

c. Promptly review, approve contractor submittals associated with the Utility Work. CWS shall also provide a copy of the approved contractor submittals to the City and the City's engineer.

d. Promptly inspect or have inspected all Utility Work necessary to ensure proper installation in accordance with the Plans and specifications.

e. Promptly accept any Utility Work upon completion satisfactory to CWS.

f. Promptly provide assistance with respect to issues arising during construction, to the extent such issues arise from or relate to the Utility Work.

g. Promptly review and recommend approval (if appropriate) of all pay requests from the Contractor related to the Utility Work prior to payment and prior to approval of any change orders that affect the cost of the Utility Work.

h. Obtain all necessary permits, including but not limited to encroachment permits from the South Carolina Department of Transportation, as required for the Utility Work, except such permits that have already been applied for by the City, as of the Effective Date.

i. Retain non-prior rights designation as stated in any SCDOT encroachment permits for the Project and abide by all provisions included in such encroachment permits.

j. Remove and dispose of, or otherwise handle in a manner approved by the City, any salvaged material (e.g., pipes, fittings, etc.) not incorporated into the Utility Work.

k. Provide a full-time CWS construction representative for the duration of the Project with respect to construction activities arising from or relating to the Utility Work.

V. FUNDING:

a. The City and CWS understand that the total cost of the Utility Work of the Project will be based upon estimates of probable construction costs prepared by CWS's engineer for the Project just prior to bidding.

b. CWS shall provide funds to the City for 100% of the costs of all construction items associated with the Utility Work; provided, however, prior to the City soliciting bids under the construction contract documents for the Project, CWS shall have consented to the estimate of probable construction costs prepared by CWS's engineer. CWS shall remit payment to the City in the amount equal to the Contactor's pay request for the Utility Work accepted by CWS. Such payment to the City shall be made within thirty (30) calendar days of receipt by CWS of the Contactor's invoice for payment. If CWS does not approve any portion of the Utility Work or any pay request, the reasons therefor must be clearly stated in writing delivered to the City along with corrective recommendations. In case of any unresolved disputes, CWS will provide all reasonable assistance in resolution of such

disputes, including, but not limited to legal support, technical support, documentation and financial support (including, but not limited to the payment of any and all fees, costs, losses, demands or other pecuniary liability which is either adjudicated or agreed upon to resolve the dispute).

c. CWS will be responsible for all engineering and design services costs associated with preparation of the Plans and specifications for the Utility Work in proper coordination and accordance to the City and the City's engineer Project plans and specifications, and review of contractor submittals for the Utility Work. The City will be responsible for bidding, awarding, and overall management and construction administration of the Project. All other actual costs associated with the Utility Work (e.g., right-of-way acquisitions, construction inspection, etc.) will be the responsibility of CWS.

d. The City will provide CWS the opportunity to review any cost increase of the Utility Work resulting from a change in the scope of the Utility Work or a change in the Project that impacts the Utility Work prior to approval of such changes. Should the total construction price for the Utility Work exceed the amount of the accepted bid, the City will provide CWS the opportunity to seek approval from its Commissioners prior to approving the increased cost. If CWS does not concur with the increased cost, the City will remove the changed portion of the Utility Work from the scope set forth in the contract documents for the Project, and CWS will be expected to perform or have performed all such work in a timely manner so as to not affect the cost or schedule of the Project.

VI. ENVIRONMENTAL:

a. CWS shall have the right to terminate this MOA in the event the City fails to obtain the necessary environmental permits or in the event any cost or potential liability associated with the environmental condition of the property is not approved by CWS in its sole discretion.

b. In the unlikely event that CWS encounters any contaminated soil during construction of its water mains, the City agrees that the Contractor will be responsible for the proper disposal of such contaminated soil in accordance with all applicable environmental laws, rules, regulations and permits, and CWS will reimburse the City for the reasonable cost of the Contractor associated with such contaminated soil disposal from CWS's available contingency funds.

c. The parties anticipate encountering contaminated groundwater during construction of the Project. In connection with the remediation of such contaminated groundwater, the parties agree as follows:

    i. Provided any contaminated groundwater is properly treated as provided herein prior to discharge, CWS will permit the Contractor to discharge properly treated groundwater into the sanitary sewer system in the area.

ii. The City will cause the Contractor to provide and maintain, at the City's expense, the necessary and appropriate groundwater treatment equipment (e.g., frac tank, discharge lines, and any other appropriate treatment and appurtenances, as may be required) at the construction site for use by the Contractor and any utility subcontractor, at no charge to CWS.

iii. The Contractor and any utility subcontractor will be allowed to discharge any contaminated groundwater encountered during construction that has been properly treated in accordance with all applicable environmental laws, rules, regulations and permits, and in accordance with the Plans, including Section 02 61 13 (Excavation and Handling of Contaminated Material) of such Plans, such that it is safe for disposal, into the sanitary sewer system.

iv. In consideration of the City's allowing the CWS utility subcontractors to utilize the groundwater treatment equipment and facilities of the Contractor at no additional cost to CWS, CWS agrees to waive any fees associated with the disposal of groundwater through its system that would otherwise be due to CWS.

VII. GENERAL:

a. Upon CWS's acceptance of the Utility Work, or any specific portion thereof, CWS will assume sole and complete responsibility for such facilities, and CWS shall receive the benefit of all warranties and contractual rights as the owner of such facilities. For purposes of this Agreement, CWS will be considered to have accepted the Utility Work, or any specific portion thereof, by (1) assuming control of the Utility Work; (2) commencing to utilize the Utility Work; or (3) accepting the Utility Work in writing.

b. All notices or other communications under this Agreement shall be sufficiently given and shall be given when delivered in person, or mailed by certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other places may be designed in writing by the parties:

AS TO THE CITY:
Matt Fountain, PE, PG
City of Charleston
Department of Stormwater Management
2 George Street, Suite 2100
Charleston, SC 29401

AS TO CWS:
Donald E. Benjamin, Jr., PE
Charleston Water System
Director of Engineering & Construction
103 St. Philip Street
Charleston, SC 29403

c. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.

d. Entire Understanding. This Agreement embodies the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written or otherwise, relating to thereto; provided, however, this Agreement shall not be interpreted to supersede or amend any previous written agreements between the parties unless (1) any such previous written agreement is completely inconsistent with the terms of this Agreement; or (2) expressly provided in this Agreement.

e. Amendment. This Agreement may be amended only by a written instrument executed by the parties. An implied amendment, modification, or repeal of this Agreement shall not be presumed by a merger or integration clause in a subsequent written agreement between the parties unless this Agreement is expressly referenced as being amended, modified or repealed in the subsequent written agreement or the pertinent provisions of the subsequent written agreement would be completely inconsistent with pertinent provisions of this Agreement, in which case the pertinent provisions of the subsequent written agreement shall control, but the remainder of this Agreement shall remain in full force and effect.

f. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

g. No Third Party Rights. Notwithstanding any other provision of this Agreement, this Agreement shall not be construed to create any rights enforceable by the general public or others who are not parties to this Agreement. This Agreement does not confer any new right, title, or interest in private property, property owned by the City, City rights-of-way, or the property of CWS to the City or to CWS.

h. Forum Selection. Any action or proceeding to enforce or interpret this Agreement and any action or proceeding arising from or relating to this Agreement or its breach shall be brought exclusively in the federal or state courts located in Charleston County, South Carolina, and the parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

i. Recitals. The Recitals are an integral part of this Agreement.

j. Appropriations. Notwithstanding any other provision of this Agreement, any appropriations for the Project or any phase thereof must be approved by City Council, and City Council shall have sole discretion as to whether or not to appropriate funds toward the Project or any phase thereof. Likewise, any appropriations for the Utility Work for the Project or any portion thereof must be approved by CWS, and CWS shall have sole discretion as to whether or not to appropriate funds toward the Utility Work; provided, however, the City shall not assume any responsibility for any Utility Work which is not funded by CWS. Nothing in this Agreement obligates City Council to approve the Project

or any phase thereof. Nothing in this Agreement obligates the CWS Board of Commissioners to approve the Utility Work or any phase thereof.

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the date indicated below.

WITNESSES:

_____
Print Name:

_____
Print Name:

CITY OF CHARLESTON,
SOUTH CAROLINA

By: _____
Print Name: John J. Tecklenburg
Its: Mayor
Date: _____, 2020

WITNESSES:

_____
Print Name:

_____
Print Name:

COMMISSIONERS OF PUBLIC WORKS OF THE CITY OF CHARLESTON, SOUTH CAROLINA, d/b/a Charleston Water System

By: _____
Name: F.K. Hill, Jr., PE
Title: Chief Executive Officer
Date: 9/28/20, 2020

[END OF DOCUMENT]

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Edmund Most **DEPT.** Parks

SUBJECT: CALHOUN STATUE BASE DISASSEMBLY CONTRACT

REQUEST: Approval of a Contract with Demolition Environmental Company, LLC in the amount of $131,025.88 for the disassembly of the base of the Calhoun Statue at Marion Square.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** October 13, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
	☐	☐		☐
Corporate Counsel	☐	☐		☐
Parks Deputy Director	☐	☐		☐
Procurement Director	☐	☐		☐

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

If yes, provide the following: Dept/Div Parks Acct #

Balance in Account $ Amount needed for this item **$131,025.88**

NEED: Identify any critical time constraint(s).

CFO's Signature:

FISCAL IMPACT: The funding source for this project is 2019 General Fund Reserves.

Mayor's Signature:

John J. Tecklenburg, Mayor

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

City of Charleston
Short Form Small Construction Contract

THIS CONTRACT, made this __ day of _____, 2020 by and between:

The Owner:	City of Charleston Department of Parks 823 Meeting Street Charleston, SC 29403	and	the Contractor:	Demolition Environmental Company, LLC PO Box 61900 North Charleston, South Carolina 29419

ARCHITECT ENGINEER – The A/E of Record for this Project is: _N/A (City will act as A/E)_____

____CP1812___ (Project Number) _____Statue Base Demolition____ (Project Name)

WHEREAS, the Owner requires the delivery of certain demolition services for a statue base at Marion Square ("Project") as outlined in the Project Manual and Contract Documents for Statue Base Demolition ("Services" or "Scope of Services" or "Work"), dated September 6, 2020, which is marked as EXHIBIT B and attached hereto as if fully written herein.

WHEREAS, the Contractor, whose South Carolina license number is G121648, is prepared and qualified to provide to the City the requested Services as outlined in EXHIBIT B in accordance with the General Terms and Conditions of this Contract as contained in EXHIBIT A attached hereto as if fully written herein.

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

OWNER: City of Charleston

BY: _____
John J. Tecklenburg, Mayor

Contractor: **Demolition Environmental Company, LLC**

BY: _____
(Signature of Contractor Representative)

Brian Hilken
(Print or Type Name of Contractor Representative)

ATTACHMENTS

1. General Terms and Conditions for the City of Charleston's Short Form Construction Contract marked as EXHIBIT A.
2. Project Manual and Contract Documents for Statue Base Demolition, dated September 6, 2020, marked as EXHIBIT B.

EXHIBIT A

CITY OF CHARLESTON

GENERAL TERMS AND CONDITIONS

FOR SHORT FORM CONSTRUCTION CONTRACT

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

1. TIME OF PERFORMANCE:

    a. THE EFFECTIVE DATE of this Contract shall be the date written above.
    b. THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
    c. THE DATE OF SUBSTANTIAL COMPLETION shall be 60 calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.
    d. THE DATE OF FINAL COMPLETION shall be the date that the Work has been completed and accepted by the Owner.

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

    a. THE CONTRACT SUM OF $131,025.88 to be paid in response to the Contractor's Applications for Payment as certified by the A/E and subject to the terms of this Contract.
    b. THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: **Not Applicable**

3. LIQUIDATED DAMAGES ARE AS FOLLOWS:

    It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of One Thousand Dollars ($1,000.00) for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this Contract for default as provided elsewhere herein.

General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS

A. The Contract Documents forming this Contract shall consist of the following:
    1. a fully executed Short Form Construction Contract (document on preceding page);
    2. EXHIBIT A, General Terms and Conditions for Short Form Construction Contract (this document);
    3. EXHIBIT B, Project Manual and Contract Documents for Statue Base Demolition dated September 6, 2020;
    4. Notice to Proceed;

5. Performance and Payment Bonds;
6. City's Request for Bids and all bid Addenda issued by the City;
7. the Contractor's completed Bid Form;
8. all Change Orders and Change Directives.
9.

In the event of a conflict between the terms and conditions contained in this Short Form Construction Contract and any of those contained in any attachments hereto, the terms and conditions of this Short Form Construction Contract shall govern and control.

ARTICLE 2 – CONTRACTOR, OWNER, A/E PROVISIONS

A. Warranties

The Contractor warrants to the Owner that:

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

B. Contractor's Rights and Responsibilities

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

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

C. Owner's Rights and Responsibilities

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

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

D. **A/E's Rights and Responsibilities**

In addition to any other rights and responsibilities contained in the Contract, the A/E shall:

1. represent the Owner during the construction process through final completion of the Project, and as requested during the warranty period. The A/E will act on behalf of the Owner only to the extent provided in these Contract Documents or otherwise agreed by the Owner;
2. make periodic visits to the site during construction to become familiar with the progress and quality of the Project and to determine if the Project is being performed in a manner indicating that the Project is generally progressing in accordance with the Contract Documents;
3. make recommendations to the Owner as to the acceptance or rejection of any portion of the Project and communicate the Owner's decision to the Contractor;
4. review and approve or reject shop drawings and samples submitted by the Contractor;
5. respond promptly to all requests for information or clarification from the Owner or the Contractor;
6. make the interpretation and decision on matters concerning performance under, and the requirements of, the Contract Documents, upon written request of either the Owner or Contractor, said interpretation or decision of the A/E shall be final, subject to the dispute resolution provisions of this Contract;
7. review periodic requests for payment, and approve or reject the request, in whole or in part; and,
8. prepare Change Orders or Change Directives as directed by the Owner.

ARTICLE 3 – CONSTRUCTION ADMINISTRATION

A. **Shop Drawings and Samples**

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

B. **Materials and Workmanship**

1. The Contractor shall not use or allow the use of any asbestos-containing product.
2. The Contractor shall not use or allow the use of lead material in public water application. Lead-free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-

free solder and flux is defined as containing less than 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.

3. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all materials shall be new, in first class condition, and installed using workmanship of the highest quality in accordance with the Contract Documents.

C. **Inspection and Testing of Materials**

1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by the City's building officials.
2. The Contractor shall leave uncovered all areas of Work that are called out in the Contract Documents to be left uncovered, or the A/E requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the A/E of the time requested for an inspection of these areas.

D. **Substitutions**

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

E. **Changes in the Work**

1. Only the Owner may authorize changes in the Work. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.
2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed Work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
   a. For the Contractor or subcontractor on Work performed by its own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0

   b. For the Contractor or subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

   c. To a first tier subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

   d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. **Receiving and Storing Materials and Equipment**

1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.

2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Delivery Order or manufacturer's printed instructions of each product.
3. The Contractor shall immediately notify the Owner of any damages to property received or located on site.

G. **Reports**

1. The Contractor shall prepare Daily Progress Reports on a form provided by the Owner. Reports shall be submitted to the Owner on a weekly basis.

H. **Time for Completion**

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

I. **Guarantees and Warranties**

1. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other Work or property resulting from such defects for a period of one year from the Date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties shall be assigned to the Owner at no cost to the Owner and without the approval of the Contractor.
2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.

J. **Use of the Site**

1. The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined in the Contract Documents. The site must be maintained in a reasonably clean condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner, remove from the site all trash, debris, tools and equipment no longer needed for the Project.
2. The Contractor shall provide access to the site where the Project is being completed for representatives of the Owner, the Owner, the A/E and for all authorities having jurisdiction over the Project.

K. **Taxes**

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

ARTICLE 4- PAYMENTS

A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 2 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

B. The Contractor shall make payments to subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Project, and a Construction Schedule, to be used by the A/E as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable Work completed based on the approved Schedule of Values and the A/Es' evaluation of the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the value of the Contractor's last payment until the Final Application for Payment is paid.

D. The Contractor's Final Application for Payment may be submitted when the following have occurred:
   1. The Contractor has fully completed the Project which is the subject of this Contract, including the acceptable completion of all punch list items; and,
   2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
   3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
   4. The Contractor has completed all training and other startup/turnover support activities with the Owner's staff.

E. If the Project is completed to the satisfaction of the A/E, the A/E shall certify the Final Application for Payment and the Owner shall make final payment to the Contractor.

ARTICLE 5 – CLAIMS

A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.

B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.

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

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

ARTICLE 6 – DISPUTE RESOLUTION

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

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

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

B. Contractor's Right of Termination

1. The Contractor may terminate the Contract if Work is stopped through no fault of the Contractor, or other persons performing Work, either directly or indirectly, for the Contractor, for a period of time exceeding ninety (90) consecutive calendar days due to a court order or other public authority having jurisdiction; or a National emergency which requires the Work to be stopped.
2. The Contractor may, upon seven (7) days written notice to the Owner and the A/E, terminate the Contract for the reasons stated above and be compensated for Work completed and materials stored in accordance with the Contract Documents.

C. Owner's Right of Suspension

1. The Owner may, at any time, suspend this Contract, in whole or in part, with or without cause, for such period of time as determined by the Owner;
2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption of the Work, except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or subject to an equitable adjustment covered under other provisions of the Contract.

ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

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

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

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

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

ARTICLE 9 – INDEMNITY

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

ARTICLE 10 – INSURANCE AND BONDS

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

B. The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:

1. Premises – Operations;
2. Independent Contractor's Protective;
3. Products and Completed Operations;
4. Personal and Advertising Injury;
5. Contractual, including specified provisions for Contractor's obligations;
6. Broad Form Property Damage, including Completed Operations;
7. Owned, Non-Owned and Hired Vehicles; and,
8. Errors and Omissions.

C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the Contract:

1. Commercial General Liability:
   - a. General Aggregate (per project) — $ 2,000,000
   - b. Products/Completed Operations — $ 1,000,000
   - c. Personal and Advertising Injury — $ 1,000,000
   - d. Each Occurrence — $ 1,000,000
   - e. Fire Damage — $ 50,000
   - f. Medical Expense (any one person) — $ 5,000
2. Business Auto Liability (including all owned, non-owned, and hired vehicles):
   - a. Combined Single Limit — $ 1,000,000
   - -OR-
   - b. Bodily Injury & Property Damage (each) — $ 1,000,000
3. Workers Compensation
   - a. State — Statutory
   - b. Employer's Liability — $ 100,000 Per Accident
   - $ 500,000 Disease, Policy Limit
   - $100,000 Disease, Each Employee

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

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

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

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

H. Bonds

The Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. If the Contractor fails to provide the Owner with a properly executed Bond as required herein, Contractor shall be in material breach of its responsibilities under the Contract.

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

I. Property Insurance

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

ARTICLE 11 – CORRECTION OF WORK

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

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

C. The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

ARTICLE 12 – CONSTRUCTION BY OWNER

A. The Owner reserves the right to do Work with its own forces or award separate contracts for Work on the same project.

B. The Contractor agrees to allow access to the site by the Owner's workforce or separate contractor(s), and agrees to assist in coordinating the progress of the Work with the Owner.

C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 13 – SUBCONTRACTORS

If the Contractor engages subcontractors to provide Work on the Contract, then the Contractor shall include, or cause to be included, in the agreement with those entities, all provisions contained in this Contract. Subcontractors and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 14 – COMPLETION AND CLOSEOUT

A. The Contractor shall have completed the unfinished and defective Work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to

demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons; firms or agencies participate in the inspections.

B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.

C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.

D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 15 – GOVERNING LAW

This Contract is entered into and shall be construed and governed in accordance with the laws of the State of South Carolina. Contractor and City shall: (1) submit to the jurisdiction of the state and federal courts located in Charleston County, South Carolina; (2) shall waive any and all objections to jurisdiction and venue; (3) and shall not raise forum non conveniens as an objection to the location of any litigation.

ARTICLE 16 – MISCELLANEOUS

A. The Contractor and Owner each bind themselves, their directors, officers, successors, executors, administrators, assigns and legal representatives to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract.

B. This Contract represents the entire and integrated agreement between the Owner and the Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.

C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.

D. Nothing in this Contract shall prevent the Contractor from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Services.

Exhibit B

PROJECT MANUAL AND CONTRACT DOCUMENTS

FOR

STATUE BASE DEMOLITION

John Tecklenburg, Mayor

Pre-Bid Meeting Date: Not Applicable
Bidders are encouraged to visit the site independently

Bid Opening Date: September 17, 2020 at 10:00am
823 Meeting Street, Charleston, SC 29403
Parks Department, Capital Projects Division
Meeting in the parking lot fronting Meeting Street
Masks and social distancing required

City of Charleston Department of Parks
823 Meeting Street
Charleston, SC 29403

September 6, 2020

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City of Charleston
Invitation for Construction Bids

PROJECT: [illegible]

BID SECURITY REQUIRED?	YES
PERFORMANCE BOND REQUIRED?	YES
PAYMENT BOND REQUIRED?	YES

CONSTRUCTION COST RANGE: To be Determined

DESCRIPTION OF PROJECT: The base bid scope of work includes mobilization, installation of pedestrian and site protection controls. Demolition of the base and removal of the granite and concrete debris material all the way down to approximately 2-3' below the existing grade, back filling with suitable soil, landscape/irrigation restoration of the statue base pad and the all disturbed areas. Bid Alternate 1 replaces the demo of the granite stone with a salvage operation of the stone only and transported to a local storage facility approximately 4 miles from the site.

A/E CONTACT:	n/a
A/E EMAIL:	n/a
ADDRESS:	n/a
PHONE:	n/a

PLANS ON FILE AT: http://www.charleston-sc.gov/Bids.aspx?CatID=18

PRE-BID CONFERENCE? No MANDATORY ATTENDANCE? No
**All bidders are encouraged to visit each site independently*

PRE-BID MEETING DATE/TIME:	N/A
PRE-BID LOCATION:	N/A
BID OPENING DATE/TIME:	September 17, 2020 at 10:00 AM
BID DELIVERY ADDRESS:	823 Meeting Street, Charleston SC 29403
PROJECT MANAGER:	TBD
PROJECT MANAGER EMAIL:	capitalprojects@charleston-sc.gov

Instructions to Bidders

1. RECEIPT AND OPENING OF BIDS

The City of Charleston (the "Owner"), will receive bids for the above Project at the City of Charleston, Department of Parks, until **September 17, 2020 at 10:00AM** local time, where they shall be publicly opened and read aloud. The Owner may consider non-responsive any bid not prepared and submitted in accordance with these instructions and may waive any informality or reject any and all bids. Information not requested that is written on or attached to the Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation. This solicitation does not commit the City of Charleston to award a Contract, to pay any costs incurred in the preparation of Bids submitted, or to procure or contract for the services. Any bid may be withdrawn prior to the above scheduled time or authorized postponement. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 60 days after the date of the bid opening.

2. CANCELLATION OF INVITATION FOR CONSTRUCTION BIDS

At any time prior to the issuance of the Notice to Proceed for this Project, the Contract may be cancelled for the convenience of the Owner.

3. PREPARATION OF BID

Bids must be submitted in writing on the attached City of Charleston Bid Form in whole dollar amounts. All blank spaces for bid prices must be filled in, in ink or typewritten, and the form must be fully completed and executed when submitted. Failure to provide all requested information as part of the submitted bid may be justification to deem the bid non-responsive, resulting in the rejection of the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the Bidder and the name of the Project for which the bid is submitted and the Contractor's license number. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City of Charleston, City of Charleston, Department of Parks, 823 Meeting Street, Charleston, SC 29403.

4. PRE-BID CONFERENCE (if scheduled)

A PRE-BID Conference will **NOT** be held. All bidders are encouraged to visit the site independently to evaluate the conditions and accessibility. The location is the Marion Square Park, Calhoun Street between King and Meeting Streets; Charleston, SC.

5. SUBCONTRACTS

The Bidder is specifically advised that any person, firm or other party to whom it proposes to award a subcontract under this Contract must be acceptable to the Owner. In the event a subcontractor is found to be unacceptable by the Owner, the Owner may require the Bidder to substitute the unacceptable subcontractor or reject the bid. The Bidder must perform a minimum of 25% of the work with its own forces.

6. QUALIFICATIONS OF BIDDER

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner in a timely manner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner of the Bidder's qualifications to perform the work.

7. BID SECURITY

If required, each bid must be accompanied by a Bid Security in the amount of not less than 5% of the Base Bid in the form of a certified cashiers check or a Bid Bond, made payable to the Owner and issued by a surety licensed to do business in the state of South Carolina. The Bid Bond must be accompanied by a certified and current Power of Attorney by the Attorney-in-Fact. The Owner shall have the right to retain the Bid Security of any or all Bidders until such time as one of the three conditions listed below have been met:

1. The Construction Contract has been executed and both Performance and Payment Bonds have been furnished, if required.
2. The specified time has elapsed so that bids may be withdrawn.
3. The Owner has rejected all bids.

8. FAILURE TO ENTER INTO CONTRACT

Failure of the Bidder to execute and deliver the Contract within ten (10) days after bid opening or failure to provide Performance and Payment Bonds and Certificate of Insurance within ten (10) days of receipt of a Notice of Award from the Owner, shall entitle the Owner to consider the Bidder non-responsive and to declare the Bid Security forfeited.

9. DATE OF COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work as specified in a Notice to Proceed from the Owner and to fully complete the Base Bid and any awarded Bid Alternates within **14** calendar days after the Date of Commencement. Bidder must agree also to pay as liquidated damages the sum of **$1,000.00 per day** for each calendar day thereafter that the Project fails to reach Substantial Completion within the time allowed.

10. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of the plans, specifications or other pre-bid documents will be made. Requests for clarification should be made in writing to the A/E or Project Manager identified in the Invitation for Construction Bids and to be given consideration must be received at least five (5) calendar days prior to the date fixed for the opening of bids. Any interpretations, corrections or changes will be issued in the form of written addenda and will be transmitted to all who are known to have received a complete set of biding documents by telephone, fax or other appropriate means with immediate follow-up with written addenda. Should the original Bid Date be postponed, the new Bid Date shall be no earlier than the fifth (5th) calendar day after the date of issuance of the addendum postponing the original Bid Date. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the Contract documents.

11. SUBSTITUTIONS

A. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

B. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Owner at least seven (7) calendar days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Owner's decision of approval or disapproval of a proposed substitution shall be final.

C. If the Owner approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

D. No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

12. LAWS AND REGULATIONS

All applicable State laws, municipal 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 in the Contract the same as though herein written out in full.

13. INTENT TO AWARD/EVALUATION OF BID ALTERNATES

It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder. When bidding documents include Bid Alternates, the Owner shall have the right to award the Contract to the apparent low bidder based on ANY COMBINATION of the BASE BID plus Bid Alternates or with no Bid Alternates, unless otherwise specifically provided in the Bid Documents. The Owner reserves the right to apply these Alternate prices in any combination or order for the overall benefit of the Project as defined by the Owner. All requested Alternates must be bid. The failure of the Bidder to indicate a price for a BID ALTERNATE shall render the Bid non-responsive. A BID ALTERNATE shall be bid by indicating either a dollar amount or the words "No Change", "Zero", or "0.00". A typed or printed "No Bid", or words of similar meaning, shall render the Bid non-responsive. Bidder must indicate whether the amount of the BID ALTERNATE is an "ADD" to or a "DEDUCT" from the amount of the base bid. The Bid may be determined non-responsive for failure of the Bidder to indicate the appropriate "ADD" or "DEDUCT" for each BID ALTERNATE.

14. OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder will be presumed to have inspected the site and the conditions relating to construction of the Project, and to have read and become thoroughly familiar with the plans and Contract documents, including all addenda. The failure or omission of

any Bidder to visit the site or to examine any form, instrument or document shall in no way relieve any Bidder from any obligation with respect to his bid.

15. MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) PROGRAM

A. This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, Minority Business Enterprise Manager, 2 George Street, Charleston SC, 29401, (843) 724-7434.

B. MWBE Goals: The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify. The goals for this Contract are a 20% combined MBE and WBE 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 Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link.

D. Bidder's MBE/WBE Participation: All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms. Bidders must also complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required by the Procurement Office shall be deemed 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 Business Enterprise Compliance Provisions (Affidavit A) and the Work to be Performed by Minority Firms (Affidavit B) submitted as part of the bid proposal.

16. LOCAL VENDOR RECOGNITION

This project is covered under the City of Charleston's Local Vendor Recognition Ordinance which states: The City of Charleston's Procurement Policy shall allow the lowest responsive and responsible local vendor ("Local Vendor") who meets the requirements set forth below the right to match the bid of the lowest responsive and responsible non-local bidder for goods and supplies and thereby be awarded the contract for goods and supplies subject to the following requirements:

A. The total dollar amount of the lowest responsive and responsible bid for construction services is greater than $20,000;

B. The bid of the Local Vendor is within 4% or $10,000, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder;

C. The Local Vendor has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;

D. The Local Vendor has a physical business address located within the City of Charleston and has been doing business in the corporate limits of the City of Charleston for a period of 12 months or more prior to the bid opening date;

E. The Local Vendor provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;

F. The Local Vendor must submit a City of Charleston Local Vendor Recognition Affidavit and a copy of its current City of Charleston business license with its bid. The form of the affidavit will be provided by the City and will be available in the bid documents for the solicitation of such goods and supplies.

17. LICENSES

The successful Bidder shall obtain a City of Charleston Business License prior to beginning the work of the Contract. Bidder must also be licensed under the laws of the State of South Carolina and City of Charleston for the specific category of work to be performed.

18. PERFORMANCE AND PAYMENT BONDS

The successful Bidder, if required by the Owner, will provide Performance and Payment Bonds, each in the amount equal to 100% of the Contract Award, as a condition of execution of the Contract. Failure to supply such bonds as required by the Contract Documents shall result in forfeiture of the Bid Bond.

19. DRUG FREE WORKPLACE

All Bidders must certify that they will provide a "Drug-Free Workplace" as that term is defined in Section 44-107-30 of the SC Code of Laws, and shall comply with the requirements set forth in Title 44, Chapter 107.

END OF INSTRUCTIONS TO BIDDERS

City of Charleston
Bid Form

BID SUBMITTED BY: Name: _____

Address: _____

FOR PROJECT: Statue Base Demolition
(Name of Project)

OFFER

1. In response to the *Invitation for Construction Bids*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City of Charleston ("Owner") in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. Bidder has submitted Bid Security as follows in the amount and form requested by the Bidding Documents:

   ☐ Bid Bond with Power of Attorney ☐ Cashier's Check
   (Bidder check one)

3. Bidder, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related information and data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.

4. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:
   ADDENDUM No.(s) _____

5. Bidder acknowledges that neither the Owner nor any of its employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project cancelled for any reason prior to the issuance of the Notice to Proceed.

6. By submitting this Bid, Bidder hereby agrees to all of the terms and conditions of the *Invitation for Construction Bids* and to all of the terms and conditions of the *Instructions to Bidders*. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner. Bidder understands that Bid Alternates that are not accepted in an initial award shall remain open for acceptance for the entire period set above and for such longer period as requested by Owner and agreed to by Bidder.

7. Bidder herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the construction work in accordance with the Bidding Documents:

7.1 BASE BID: The base bid scope of work includes mobilization, installation of pedestrian and site protection controls. Demolition of the base and removal of the granite and concrete debris material all the way down to approximately 2-3' below the existing grade, back filling with suitable soil, landscape/irrigation restoration of the statue base pad and the all disturbed areas. Bid Alternate 1 replaces **ONLY** the demo of the granite stone with a salvage operation of the stone only and transported to a local storage facility approximately 4 miles from the site.

$ _____

Written:_____

7.2 ALTERNATE BID WORK (as indicated in the Bidding Documents and generally described as follows): These are all ADD alternates.

Add Alternate #1 Replaces the demo of the granite stone with a salvage operation of the stone only and transported to a local storage facility approximately 4 miles from the site. The stone should be numbered discretely with a lumber crayon and a paper plan shall be drafted up documenting how the stones could be reassembled. Care shall be taken not to damage the stones.

7.3 UNIT PRICE WORK

Bidder offers for the Owner's consideration and use the following UNIT PRICES. The UNIT PRICES offered by Bidder indicate the amount to be added to or deducted from the Base Bid for each item-unit combination. UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with Bidder.

NO.	ITEM	ESTIMATED QUANTITY	UNIT PRICE
N/A	No Unit Prices	N/A	N/A

**** Quantity shown is as indicated on the drawings and is to be included with the Base and Add Alternate bids. Unit Price will be used to Add or Deduct if the quantities installed differ from the amount indicated at each site.

8. BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: _____
OR
SOCIAL SECURITY NUMBER: _____

9. CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

(Classification)	*(Subclassification)*	*(Limitations)*

(SC Contractor's License Number)

SIGNATURE

(Legal Name of Person, Firm or Corporation Submitting Bid)

BY (Signature) (Date)

(Title) (Phone)

MWBE Compliance Provisions and Instructions Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 145 King Street, Suite 104, Charleston SC, 29401, (843) 973-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

Bidder's MBE/WBE Participation: All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms. Bidders must complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required by the Procurement Office shall be deemed non-responsive and will be ineligible for award of the Contract.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Charleston, SC 29403, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.

AND

Affidavit B – Work to be Performed by Minority and/or Women-owned Firms

OR

Affidavit C – ***Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

2. All affidavits supplied by the Bidder shall become a part of any resulting Contract between the Bidder and the City of Charleston. Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: _____

_____ _____
Signature Date

_____ _____
Print Name Title

_____
Witness

AFFIDAVIT A
Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- o 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***

- o 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.

- o 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.

- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.

- o 5. Attended any pre-solicitation meetings scheduled by the City.

- o 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

- o 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***

- o 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.

- o 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.

- o 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.

- o 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date:_____ Name of Authorized Officer (Print/Type): _____

Signature:_____
Title: _____

AFFIDAVIT A
Page 2 of 2

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts
(Use as many sheets as necessary)

I, _____, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number_____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) _____ ❑ Follow up Verification
2. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number_____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) _____ ❑ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number_____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) _____ ❑ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number_____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) _____ ❑ Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Sworn to before me this ____ day of _____, 20___.
Signature:_____
Notary Public for the State of _____
My Commission Expires: _____ Title:_____
Print Name:_____ **Notary Seal:**
Phone Number:_____
Address: _____

AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of _____. I hereby certify that on the
(Name of Bidder)
_____, Total Project Amount $_____
(Project Name)
I will make a good faith effort to expend a minimum of _____% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			$
			$
			$
			$
			$
			$

Total MBE Participation: _____ % $ _____

* Minority categories: African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**); Woman Owned (**W**); Other (**D**)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__. Notary Public for the State of _____

My Commission Expires: _____ **Notary Seal:**

Print Name:_____

Phone Number:_____

Address: _____

AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform *all the elements of the work* on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.
Notary Public for the State of _____
My Commission Expires: _____
Print Name:_____
Phone Number:_____
Address: _____
_____

Notary Seal:

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. 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_____

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,_____
(Name of Principal)

AS PRINCIPAL, AND _____, as SURETY
(Name of Surety)

are held and firmly bound unto The City of Charleston hereinafter called the "Owner", in the penal sum of_____ Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated_____, 20_____, for Project Name: **Statue Base Demolition**.

Now, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL) _____
(Name of Principal)

By: _____

(SEAL) _____
(Name of Surety)

By: _____

Sealed and delivered in the presence of:

_____

_____

At the Contractor's option, this form may be substituted with a Power of Attorney form from the Contractor's Surety Company. The Contractor is cautioned that all pertinent information included on this form shall be incorporated in the executed and submitted security form.

CERTIFICATE OF GRANTEE / BORROWER'S ATTORNEY

I, the undersigned, _____,
the duly authorized and acting legal representative of _____
_____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties' names 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.

_____ _____

(Signature) *(Date)*

CONTRACTOR INFORMATION

***Completed form to be provided with bids**

A. Name and Address of Company: _____

_____

Principal Name: _____

Phone No.: _____

B. How many years has your company been in business as a contractor? _____

C. How many years has your company been in business under its present business name?

_____

D. Under what other or former names has your company operated? _____

_____

_____

E. List jurisdictions and trade categories in which your company is legally qualified to do business, and indicate registration or license numbers, if applicable. _____

_____

_____

F. List the categories of work that your company normally performs with its own forces:

_____

_____

_____

G. On the "Bidders References", list the major projects your company has completed in the past five years giving the name of the project, owner, architect, job superintendent, date of completion, project schedule, any disputes regarding the contract, the amount of the bid and percentage of cost of the work performed with your own forces. Please provide five (5) separate forms – one for each project.

BIDDER'S REFERENCES
***Completed form to be provided with bids**

Contractor must supply a minimum of 5 references – Use Separate Form for each Project

A. Name and Address of Owner/Client: _____
_____
Contact Name:_____
Phone No.: _____

B. Name and Address of the Project: _____
_____

C. Name of the Architectural/Engineering Firm for the Project, if Applicable: _____
_____

Name of the Project Architect/Engineer, if Applicable: _____
_____ Phone No.: _____

D. Name of Your Job Superintendent: _____
_____

E. Contract Date: _____ Date of Completion: _____

F. Project is on Schedule or has been completed on Time: Yes ____No ____
If no, number of days late: _____Explain:_____
_____
_____

G. Contract dispute or failure to complete contract to Owner satisfaction: Yes ____ No ____
If Yes, Explain: _____
_____
_____

H. Amount of Bid: _____ Final Project Cost: _____
Explain Difference, if any: _____
_____
_____
_____

City of Charleston
Short Form Small Construction Contract
PROJECTS $000.00 TO $100,000.00

THIS CONTRACT, made this _____ day of _____, 20_____ by and between:

The Owner:	City of Charleston Department of Parks 823 Meeting Street Charleston, SC 29403	and	the Contractor: _____ _____ _____ _____

ARCHITECT ENGINEER – The A/E of Record for this Project is: _____

WHEREAS, the Owner requires the construction of the project ("the Work") identified as follows:

Statue Base Demolition
(Project Name)

Short Description of the Project:
The base bid scope of work includes mobilization, installation of pedestrian and site protection controls. Demolition of the base and removal of the granite and concrete debris material all the way down to approximately 2-3' below the existing grade, back filling with suitable soil, landscape/irrigation restoration of the statue base pad and the all disturbed areas. Bid Alternate 1 replaces the demo of the granite stone with a salvage operation of the stone only and transported to a local storage facility approximately 4 miles from the site.

WHEREAS, the Contractor, whose South Carolina professional license is _____, is prepared and qualified to provide the City requested services as outlined in Exhibit A and in accordance with the General Terms and Conditions of this Contract.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS CONTRACT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

OWNER: City of Charleston

BY: _____
John J. Tecklenburg
Mayor

CONTRACTOR: _____

BY: _____
(Signature of Contractor Representative)

_____
(Name of Contractor Representative)

ITS: _____

TERMS AND CONDITIONS

NOW THEREFORE, the Owner and Contractor agree to all of the following terms and conditions set forth in this Contract.

1. TIME OF PERFORMANCE:

    a. THE EFFECTIVE DATE of this Contract shall be the date written above.
    b. THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
    c. THE DATE OF SUBSTANTIAL COMPLETION shall be
    d. calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.
    e. THE DATE OF FINAL COMPLETION shall be the date that the Work has been completed and accepted by the Owner.

2. PAYMENTS TO THE CONTRACTOR for acceptable Work performed shall be as follows:

    a. THE CONTRACT SUM OF _____ to be paid in response to the Contractor's Applications for Payment as certified by the A/E and subject to the terms of this Contract.
    b. THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:_____
    Not Applicable ☐

3. LIQUIDATED DAMAGES ARE AS FOLLOWS:

    It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of One Thousand dollars and no cents ($1000.00) for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this Contract for default as provided elsewhere herein.

General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS

A. The Contract Documents forming this Contract shall consist of the following:
    1. a fully executed Short Form Construction Contract (this document) and any listed attachments hereto;
    2. the Project Manual dated: _____
    3. the Project Drawings dated _____ along with the Project Drawings listed in the Project Manual;
    4. Bid Addenda issued by the City: Numbers _____, _____, _____, _____, _____,_____,;
    5. the Contractor's completed Bid Form;
    6. all Change Orders and Change Directives;
    7. _____
    8. _____

9. _____
10. _____

ARTICLE 2 – CONTRACTOR, OWNER, A/E PROVISIONS

A. The Contractor warrants to the Owner that:
1. it and its subcontractors (if any) are financially able to complete the Work;
2. it will perform all obligations, furnish all plant, material, equipment, tools, transportation, supplies and labor to complete the Work for the Contract Sum entered above;
3. it is authorized and licensed to do business in the State of South Carolina and the City of Charleston;
4. it will perform the Work with care and diligence and in a professional and workmanlike manner as required by this Contact; and,
5. it has visited the Work site and is reasonably apprised of the conditions in and around the Work area.

C. Contractor's Rights and Responsibilities
In addition to any other rights and responsibilities contained in this Contract, the Contractor shall:
1. not incur any expense chargeable to the Owner until this Contract has been authorized and fully executed by both the Owner and the Contractor;
2. pay for required construction permits or business license fees, labor, materials, equipment, tools, transportation, supervision, testing, etc., required to perform this Contract;
3. visit the Work site and obtain information to assist in familiarization with the Work site, its conditions and any limitations that would affect the performance of this Contract, including subsurface conditions;
4. have the right to rely on information contained in the Contract Documents, but shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner or its A/E;
5. be responsible for all construction means, methods, techniques, procedures and safety measures in the performance this Contract;
6. employ only persons skilled in the Work for which it is to do, employ an experienced superintendent to supervise the Work of its employees and subcontractors who shall be responsible for the acts or omissions of the Contractor's agents and employees or those of sub-contractors and their agents and employees acting on behalf of the Contractor;
7. not be responsible for the failure of any contractor, sub-contractor, vendor, or other project participant, not under a contract with the Contractor, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes;
8. have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Work in the State of South Carolina, the City of Charleston and as required by this Contract; and,
9. If during the course of executing the Work, the Contractor encounters material believed to be of archeological significance, then the Contractor shall immediately stop Work in the affected area and report the finding to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the item of archeological significance has been removed by the Owner or the area has been rendered protected by the Owner.

D. Owner's Rights and Responsibilities
In addition to any other rights and responsibilities contained in this Contract, the Owner shall:
1. provide the Contractor with available information regarding the Project and the immediate area where the Project is located;
2. pay the Contractor for acceptable Work performed, in accordance with the provisions of this Contract;
3. if the Contractor fails to begin Work within fourteen (14) calendar days of the DATE OF COMMENCEMENT as indicated in the Notice to Proceed, the Owner shall have the right to declare the Contractor in material breach of this Contract and terminate the Contract immediately without notice; and,
4. act as the A/E in the absence of a licensed design professional.

E. A/E's Rights and Responsibilities

In addition to any other rights and responsibilities contained in the Contract, the A/E shall:

1. represent the Owner during the construction process through final completion of the Project, and as requested during the warranty period. The A/E will act on behalf of the Owner only to the extent provided in these Contract Documents or otherwise agreed by the Owner;
2. make periodic visits to the site during construction to become familiar with the progress and quality of the Work and to determine if the Work is being performed accordance with the Contract Documents;
3. make recommendations to the Owner as to the acceptance or rejection of any portion of the Project and communicate the Owner's decision to the Contractor;
4. review and approve or reject shop drawings and samples submitted by the Contractor;
5. respond promptly to all requests for information or clarification from the Owner or the Contractor;
6. make the interpretation and decision on matters concerning performance under, and the requirements of, the Contract Documents, upon written request of either the Owner or Contractor, said interpretation or decision of the A/E shall be final, subject to the dispute resolution provisions of this Contract;
7. review periodic requests for payment, and approve or reject the request, in whole or in part; and,
8. prepare Change Orders or Change Directives as directed by the Owner.

ARTICLE 3 – CONSTRUCTION ADMINISTRATION

A. Shop Drawings and Samples

1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the A/E. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
2. The Contractor shall submit _two (2)_ sets of Shop Drawings as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
3. The A/E will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.

B. Materials and Workmanship

1. The Contractor shall not use or allow the use of any asbestos-containing product.
2. The Contractor shall not use or allow the use of lead material in public water application. Lead-free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-free solder and flux is defined as containing less than 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.
3. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all materials shall be new, in first class condition, and installed using workmanship of the highest quality in accordance with the Contract Documents.

C. Inspection and Testing of Materials

1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by the City's building officials.
2. The Contractor shall leave uncovered all areas of Work that are called out in the Contract Documents to be left uncovered, or the A/E requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the A/E of the time requested for an inspection of these areas.

D. Substitutions

1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the

design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved in advance by the A/E.

2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without the prior written approval from the A/E, which shall be granted only with the concurrence of the Owner.

E. Changes in the Work

1. Only the Owner may authorize changes in the Work. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.
2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed Work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
   a. For the Contractor or subcontractor on Work performed by its own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0

   b. For the Contractor or subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

   c. To a first tier subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

   d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. Receiving and Storing Materials and Equipment

1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.
2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Delivery Order or manufacturer's printed instructions of each product.

G. Reports

1. The Contractor shall prepare Daily Progress Reports on a form provided by the Owner. Reports shall be submitted to the Owner on a weekly basis.

H. Time for Completion

1. Requests for time extensions shall be made promptly. Delays of the Work due to circumstances beyond the control of the Contractor shall be adequately documented and submitted to the Owner with any request for an extension of the time for the completion.
2. The time allowed for Substantial Completion includes five (5) calendar days per calendar month for delays due to inclement weather. Delays due to weather beyond the five days may be requested as a time extension to the time for completion. The Contractor shall submit job site weather data supporting the claim for an extension of time.
3. Should completion of the Work extend past the original or amended Contract Date of Substantial Completion, the Owner will retain as liquidated damages, and not as a penalty, the amount listed on Page 1 and reduce the Contractor's final payment by that amount.

I. Guarantees and Warranties

1. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other Work or property resulting from such defects for a period of one year from the Date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties shall be assigned to the Owner at no cost to the Owner and without the approval of the Contractor.
2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.

J. Use of the Site

1. The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined in the Contract Documents. The site must be maintained in a reasonably clean condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner, remove from the site all trash, debris, tools and equipment no longer needed for the Project.
2. The Contractor shall provide access to the site where the Project is being completed for representatives of the Owner, the Owner, the A/E and for all authorities having jurisdiction over the Project.

K. Taxes

1. The Contractor shall include in its Bid, and pay for, all taxes in effect or scheduled to go into effect at the time of bidding.
2. The Contractor's attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, contractors and subcontractors.

ARTICLE 4- PAYMENTS

A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

B. The Contractor shall make payments to subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Project, and a Construction Schedule, to be used by the A/E as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable Work completed based on the approved Schedule of Values and the A/Es' evaluation of the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the value of the Contractor's last payment until the Final Application for Payment is paid.

D. The Contractor's Final Application for Payment may be submitted when the following have occurred:

1. The Contractor has fully completed the Project which is the subject of this Contract, including the acceptable completion of all punch list items; and,
2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
4. The Contractor has completed all training and other startup/turnover support activities with the Owner's staff.

E. If the Project is completed to the satisfaction of the A/E, the A/E shall certify the Final Application for Payment and the Owner shall make final payment to the Contractor.

ARTICLE 5 – CLAIMS

A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.

B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.

C. Claims arising prior to the date the final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph, a party expressly waives its Claim.

D. Pending a resolution of the Claim, including any dispute resolution under this Contract, the Contractor shall proceed to perform as required by the Contract and the Owner shall continue to make payments in accordance with this Contract.

ARTICLE 6 – DISPUTE RESOLUTION

A. The parties agree to attempt in good faith to resolve their disputes arising from a Claim or controversy arising out of or relating to the Contract. To the extent that the parties are unable to reach a resolution, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or federal court located in Charleston County. The Contractor agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the Contractor pursuant to the Contract (including the Owner).

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

A. Owner's Right of Termination

1. The Owner may, at any time, terminate the Contract, in whole or in part, with or without cause for the Owner's convenience, upon thirty (30) days written notice to the Contractor. If Owner terminates the Contract for convenience, the Contractor shall be paid for acceptable Work completed through the date of termination.
2. The Owner may, upon written consent of the Contractor, reinstate the terminated portion of this Contract in whole or in part if it is determined by the Owner, in its sole discretion, that it is necessary or advantageous to the Owner. Compensation shall be equitably negotiated by agreement between the Owner and Contractor.

B. Contractor's Right of Termination

1. The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
   a. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
   b. An act of government, such as a declaration of national emergency that requires all Work to be stopped.
2. The Contractor may terminate its performance under this Contract if the Owner fails to make payments of undisputed amounts to the Contractor as required by the terms of this Contract. Prior to the termination for nonpayment, the Contractor shall give written notice to the Owner, and shall allow the Owner no fewer than sixty (60) calendar days to make payment, otherwise the termination may take effect without further notice by the Contractor.
3. If the Contractor terminates the Contract for one of the reasons stated above, the Contractor will be compensated for Work completed and accepted and materials purchased and stored in accordance with the Contract Documents through the date of termination.

C. Owner's Right of Suspension

1. The Owner may, at any time, suspend this Contract, in whole or in part, with or without cause, for such period of time as determined by the Owner.
2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption of the Work, except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or subject to an equitable adjustment covered under other provisions of the Contract.

ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

A. The Contractor is responsible for job-site safety and the protection of persons and property within the Work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.

B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, the Contractor shall immediately stop Work in the affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the material has been rendered harmless, removed or protected.

C. As to hazardous materials, this Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).

D. For the purposes of this Contract, the term "rendered harmless" shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

ARTICLE 9 – INDEMNITY

A. The Contractor shall indemnify and save harmless the Owner and the Owner's officers, agents, and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the Owner submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 10 – INSURANCE AND BONDS

A. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor's operations under the Work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.

B. The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
   1. Premises – Operations.
   2. Independent Contractor's Protective.
   3. Products and Completed Operations.
   4. Personal and Advertising Injury.
   5. Contractual, including specified provisions for Contractor's obligations.
   6. Broad Form Property Damage, including Completed Operations.
   7. Owned, Non-Owned and Hired Vehicles.
   8. Errors and Omissions.

C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the Contract:
   1. Commercial General Liability:

a. General Aggregate (per project)	$ 1,000,000
b. Products/Completed Operations	$ 1,000,000
c. Personal and Advertising Injury	$ 1,000,000

d. Each Occurrence	$ 1,000,000
e. Fire Damage	$ 50,000
f. Medical Expense (any one person)	$ 5,000
2. Business Auto Liability (including all owned, non-owned, and hired vehicles):	
a. Combined Single Limit	$ 1,000,000
-OR-	
b. Bodily Injury & Property Damage (each)	$ 1,000,000
3. Workers Compensation	
a. State	Statutory
b. Employer's Liability	$ 100,000 Per Accident
	$ 500,000 Disease, Policy Limit
	$100,000 Disease, Each Employee

D. The aggregate Limits of the Contractor's Insurance shall apply, in total for this Contract. This shall be indicated on the Certificate of Insurance as "Per Project", or in an attached policy amendment.

E. The Owner shall be listed as the certificate holder of the Contractor's Liability Insurance.

F. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25 and shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Contractor shall supply a written endorsement to the Contractor's general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor's liability insurance policy shall be primary, and that any liability insurance of the Owner shall be secondary and noncontributory. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner.

G. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under this Article or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the Contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of insurance shall be grounds for the immediate termination of the Contract.

H. Bonds

The Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. If the Contractor fails to provide the Owner with a properly executed Bond as required herein, Contractor shall be in material breach of its responsibilities under the Contract.

1. Bonds shall each be in the amount of 100% of the amount of the Contract.
2. The Surety providing the Bonds shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property–Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category " of "Class V" and in no case less than five (5) times the Contract amount. The Bonds shall:
   a. be issued by a surety company licensed to do business in South Carolina; and,
   b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
   c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
   d. display the Surety's' Bond Number.

I. Property Insurance

The Contractor shall purchase and maintain Builder's Risk insurance on the Project in the amount of the Contract Sum and all subsequent modifications on a replacement cost basis. The Contractor shall be responsible for any deductibles. Such insurance shall be maintained until final payment has been made.

ARTICLE 11 – CORRECTION OF WORK

A. The Contractor shall promptly, and with due diligence, correct Work rejected by the A/E or the Owner for failure to conform to the requirements of the Contract, whether such defective Work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient Work including additional testing and inspections and any compensation for A/E services and expenses involved.

B. If the Contractor fails to carry out the Work in accordance with the Contract Documents, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies it may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation to the A/E, if necessary.

C. The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

ARTICLE 12 – CONSTRUCTION BY OWNER

A. The Owner reserves the right to do Work with its own forces or award separate contracts for Work on the same project.

B. The Contractor agrees to allow access to the site by the Owner's workforce or separate contractor(s), and agrees to assist in coordinating the progress of the Work with the Owner.

C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 13 – SUBCONTRACTORS

If the Contractor engages subcontractors to provide Work on the Contract, then the Contractor shall include, or cause to be included, in the agreement with those entities, all provisions contained in this Contract. Subcontractors and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 14 – COMPLETION AND CLOSEOUT

A. The Contractor shall have completed the unfinished and defective Work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.

B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.

C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.

D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 15 – GOVERNING LAW

This Contract is entered into and shall be construed and governed in accordance with the laws of the State of South Carolina. Contractor and City shall: (1) submit to the jurisdiction of the state and federal courts located in Charleston County, South Carolina; (2) waive any and all objections to jurisdiction and venue; (3) and not raise forum non conveniens as an objection to the location of any litigation.

ARTICLE 16 - MISCELLANEOUS

A. The Contractor and Owner each bind themselves, their directors, officers, successors, executors, administrators, assigns and legal representatives to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract.

B. This Contract represents the entire and integrated agreement between the Owner and the Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.

C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.

D. Nothing in this Contract shall prevent the Contractor from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Work.

E. Unless otherwise included in the Contract, nothing shall require the Contractor to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.

At the Contractor's option, this form may be substituted with a Performance Bond and Power of Attorney form from the Contractor's Surety Company. The Contractor is cautioned that all pertinent information included on this form shall be incorporated in the executed and submitted security form.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
(Name of Contractor)

at _____
(Address of Contractor)

a _____, hereinafter called "Principal",
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

at _____ , hereinafter called "Surety", are held
(Address of Surety)

and firmly bound unto the City of Charleston Department of Parks, 823 Meeting Street, Charleston, SC, 29403, 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, our heirs, executors, administrators and successors, jointly and severally.

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:

Statue Base Demolition
(Project Name)

NOW, THEREFORE, is 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, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, 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 it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to 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, alterations or addition to the terms of the contract or to the work or to the specification.

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 three (3) counterparts, each one of which shall be deemed an original, this the ___ day of _____, 20__ .

ATTEST:

_____ (Principal) Secretary

(SEAL)

_____ (Witness as to Principal)

_____

ATTEST:

_____ (Surety) Secretary

(SEAL)

_____ (Address)

_____ (Principal)

By: _____

_____ (Address)

_____ (Surety)

By: _____ (Attorney -in-fact)

_____ (Address)

_____

NOTE: Date of bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Important: Surety companies executing bonds must appear on the Treasury Department most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

At the Contractor's option, this form may be substituted with a Payment Bond and Power of Attorney form from the Contractor's Surety Company. The Contractor is cautioned that all pertinent information included on this form shall be incorporated in the executed and submitted security form.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that _____ at _____
(Name of Contractor) (Address of Contractor)

a _____, hereinafter called "Principal", and
(Corporation, Partnership or Individual)

_____at _____,
(Name of Surety) (Address of Surety)

herinafter called "Surety", are held and firmly bound unto the City of Charleston Department of Parks, 823 Meeting Street, Charleston, SC, 29403, 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, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2002, a copy of which is hereto attached and made a part hereof for the construction of:

Statue Base Demolition
(Project Name)

NOW, THEREFORE, is 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 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 work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or addition to the terms of the contract or to the work or to the specification.

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 three (3) counterparts, each one of which shall be deemed an original, this the ___ day of _, 20___.

ATTEST: _____

(Principal)

_____ By: _____

(Principal) Secretary

(SEAL)

_____ _____

(Witness as to Principal) (Address)

_____ _____

(Surety)

ATTEST:

_____

(Surety) Secretary

(SEAL)

_____ By: _____

(Attorney-in-Fact)

_____ _____

(Address) (Address)

_____ _____

NOTE: Date of bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Important: Surety companies executing bonds must appear on the Treasury Department most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

City of Charleston
CONTRACTOR'S REQUEST FOR CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Statue Base Demolition
(name)

This is Part One of a two-part form. It is to be completed by the Contractor and delivered to the A/E. Part Two, Certificate of Substantial Completion, is to be completed by the A/E and submitted to the City for approval.

CERTIFICATION
I hereby certify that Substantial Completion has been accomplished in conformance with the requirements of the Contract. This certification declares that:

A. The remaining work is not disruptive to the function of the facility and is limited to items minor in scope and nature.
B. The required Contractor's Punch List is attached. (*Failure to include incomplete work does not relieve the Contractor of the responsibility to complete or correct the Work.*)
C. All other requirements of the Contract have been accomplished, including delivery of all operational and maintenance manuals, record drawings, maintenance training, warrantee certificates and start-up activities.

SPECIAL CONDITIONS OR STIPULATIONS CONCERNING THE COMPLETION OF PUNCH LIST ITEMS OR EXPLANATIONS OF PARTIAL SUBSTANTIAL COMPLETION:

_____
_____
_____

CONTRACTOR: _____ _____ _____
(Signature of Contractor Representative) *(Print or Type Name of Contractor Rep)* *Date*

INSTRUCTIONS TO THE CONTRACTOR:
Forward this completed form with all required attachments to the A/E for approval, with copy to the City.
ATTACHMENTS:
1. Contractor's Punch List.
2. Acceptance letters by other agencies/entities having approval authority (water supply, waste water treatment, fire and licensing etc.)
3. Other attachments per Contract Documents

A/E: I ___ concur ___ do not concur that the Work is ready for inspection and testing.

_____ _____ _____
(Signature of A/E Representative) *(Print or type Name of A/E Rep)* *(Date)*

INSTRUCTIONS TO THE A/E:
1. If concur, return this completed form to the Contractor, with a copy to the City, and schedule a date for inspection mutually agreeable to Contractor, A/E and City.
2. If not concur, state reason(s) below. Attach additional sheets if needed. Return completed form to the Contractor with copy to the City.

_____
_____
_____
_____

City of Charleston
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Statue Base Demolition
(Name)

This is Part Two of a two-part form. The Contractor Request for Certificate of Substantial Completion is to be completed by the Contractor and delivered to the A/E or design professional. The Certificate of Substantial Completion is to be completed by the A/E and submitted to the City for approval.

CERTIFICATION

I hereby certify that Substantial Completion has been accomplished in conformance with the requirements of the Contract. This certification declares that:

A. The remaining work is not disruptive to the function of the facility occupants and is limited to items minor in nature and scope. *(Examples are minor repairs to finishes, electrical device cover plates, and hardware and window adjustments.)*
B. The Contractor's Request for Certificate of Substantial Completion and all attachments thereto have been reviewed and any exceptions are noted.
C. The composite A/E's Punch List is attached, with the status of each item noted.
D. All other requirements of the Contract related to Substantial Completion have been accomplished, including delivery of all operational and maintenance manuals, record drawings, maintenance training, warrantee certificates and start up activities.

DATE FOR SUBSTANTIAL COMPLETION: _____
(This is also the date for the commencement of warranties required by the Contract.) *(DATE)*

SPECIAL CONDITIONS OR STIPULATIONS CONCERNING THE COMPLETION OF PUNCH LIST ITEMS OR EXPLANATIONS OF PARTIAL SUBSTANTIAL COMPLETION.

_____
A/E's CERTIFICATE BY: N/A

_____ _____
(Signature of A/E Representative) *(Print or Type Name of A/E Rep)*

ITS: _____ _____
(Date)

INSTRUCTIONS TO THE A/E:
Forward both the Contractors Request and this form with attachments to the City for review and approval.

CITY ACCEPTANCE:

_____ _____
(Signature of City Representative) *(Print or Type Name of City Rep)*

ITS: _____

(Date)

City of Charleston
SUBSTANTIAL COMPLETION AGREEMENT

PROJECT: Statue Base Demolition
(Name)

Instructions: The items checked below are required to be completed, operational and documented in order for the project to be declared Substantially Complete. If Partial Substantial Completion is anticipated the sequence and portions of the project shall be identified and the selected items below will be required for each partial substantial completion area.

ARTICLE 1 – CITY REQUIREMENTS

In addition to the requirements of the Construction Documents, a Substantial Completion requires the following certifications and documents to be fully completed, executed, approved and delivered attached to this form.

1. Approval by South Carolina Department of Health & Environmental Control for:
   - ☐ a. Potable water
   - ☐ b. Sewer and waste water system
   - ☐ c. Air emissions
   - ☐ d. Food Service
   - ☐ e. Facility Licensing
   - ☐ f. Other (*list*): _____

2. Certification from the Site Civil Engineer and /or Landscape Architect of Record that:
   - ☒ a. Plantings and grassing have been inspected and are in accord with specifications and regulations.
   - ☒ b. Site drainage and storm water retention system have been inspected and are in accord with specifications and regulations.
   - ☐ c. Other (*list*): _____

3. Certification from the Mechanical Engineer of Record that:
   - ☐ a. Fire suppression system has been tested and is operational.
   - ☐ b. Condensate lines and drains are as designed and operational.
   - ☐ c. HVAC system has been tested and balanced.
   - ☐ d. Fuel gases system inspected and in accord with regulations.
   - ☐ e. Boiler systems tested and certified in accordance with regulations.
   - ☐ f. Plumbing systems are as designed and operational.
   - ☐ g. Laboratory/medical gas systems tested and operational.
   - ☐ h. Other (*list*): _____

4. Certification from the Electrical Engineer of Record that:
   - ☐ a. Electrical system has been tested and operates in accord with codes.
   - ☐ b. Fire alarm system has been tested and operates in accord with codes.
   - ☐ c. Smoke detection system has been tested and operates in accord with codes.
   - ☐ d. Smoke evacuation system has been tested and operates in accord with codes.
   - ☐ e. All lights and switches, receptacles are function as designed.
   - ☐ f. Emergency illumination is operational as designed.
   - ☐ g. Other (*list*): _____

5. Construction Inspection Services
   - ☐ a. Copies of all inspection reports are provided and corrections are documented as satisfactory.
   - ☐ b. Building Official has provided Certificate of Occupancy or written approval of the project.
   - ☐ c. Other (*list*): _____

6. Letter or Certificate of Approval from the local Fire Official.
   - ☐ a. Fire protection services can be provided.
   - ☐ b. Access for fire fighting equipment is acceptable.
   - ☐ c. Fire extinguishers and their locations are acceptable.
   - ☐ d. Exit paths are maintained clear and with little or no fire exposure.
   - ☐ e. Other (*list*): _____

7. Certification from Fire Marshal that:
   - ☐ a. Sprinkler system test and inspection report is acceptable.
   - ☐ b. Stand pipes are satisfactorily installed and operational.
   - ☐ c. Range hood and fire suppression system is installed and operational.
   - ☐ d. Other (*list*): _____

8. ☐ Other: _____

ARTICLE 2 – A/E REQUIREMENTS

Substantial Completion requires the following certifications and documents are fully completed, executed, approved and delivered attached to this form. The Punch List of incomplete or unacceptable work may not include any fire and life safety items.

1. Contractor has furnished the final punch list as required by General Conditions
   - ☐ a. Building egress and exit paths are clear of construction materials and equipment.
   - ☐ b. All building systems are functional and correctly operating.
   - ☐ c. Other (*list*): _____

2. Contractor has furnished the required Documents and Manuals:
   - ☐ a. Field-record drawings with "as built" markings.
   - ☐ b. Building system operations and maintenance manuals.
   - ☐ c. Spare parts and extra materials stocks as per specifications.
   - ☐ d. Other (*list*): _____

3. ☐ Other: _____

ARTICLE 3 – CONTRACTOR'S REQUIREMENTS

In addition to the requirements of the Construction Documents, Substantial Completion requires the following certifications and documents are fully completed, executed, approved and delivered attached to this form.

1. City intends to occupy the facility as defined in the Contract and as follows:
   - ☐ a. When facility is finally complete (one date).
   - ☐ b. When identified portions of the facility are complete (multiple dates as attached).
   - ☐ c. In phases (as per City schedule attached).
   - ☐ d. Other (*list*): _____

2. Sub-contractors have furnished the required documents, training and manuals.
   - ☐ a. City facility personnel have been trained as per specifications.
   - ☐ b. Building system operations and maintenance manuals delivered to the Contractor.
   - ☐ c. Building keying is completed for delivery to City.
   - ☐ d. Other (*list*): _____

3. Consent of Surety to the:
   - ☒ a. Release of Retainage.
   - ☒ b. Final Payment.

4. Other:
   - ☒ a. This project requires a Certificate of Substantial Completion.
   - ☐ b. Warranties begin on a date other than the Substantial Completion date(s) (*Explain below.*)
   - ☐ c. Other (list): _____

This agreement becomes part of the Contract for Construction by attachment to the Contract and Standard Supplementary Conditions governed by Paragraph 9.8. This agreement does not change the provisions of the Contract except to establish a mutual understanding of the terms and expectations of "Substantial Completion". The signing parties for the City, A/E and Contractor have authority to act on behalf of their organizations and in this capacity. This agreement is executed on the date indicated below. *(It is required that this form be attached to the Bid Documents and executed at the earliest opportunity or at the preconstruction conference. Consultants, subcontractors, code inspectors, and other parties who have an interest in or are mentioned in this document should be so informed by receiving copies of the executed document.)*

BY: _____ _____
(Signature of City Representative) *(Name of City Representative)*

ITS: _____ _____
DATE

BY: N/A N/A
(Signature of A/E Representative) *(Name of A/E Representative)*

ITS: **N/A** **N/A**
DATE

By: _____ _____
(Signature of Contractor Representative) *(Print or Type Name of Contractor Rep)*

ITS: _____ _____
DATE

City of Charleston
CERTIFICATE OF FINAL COMPLETION

PROJECT: _____ Statue Base Demolition
(Number) *(Name)*

CONTRACTOR'S NOTIFICATION AND CERTIFICATION

I hereby notify the A/E and the City that the Work for the above Project is or will be fully completed on the date stated below. All items of punch-list and all items required by the Construction Documents have been completed and all Work is in conformance with the Contract Documents. The Facility is or will be ready for FINAL INSPECTION and TESTING on _____.
(Date)

CONTRACTOR: _____

BY: _____ _____
(Signature of Contractor Representative) *(Print or type Name of Contractor Representative)*

ITS: _____

A/E's CERTIFICATE AND CITY ACCEPTANCE OF FINAL COMPLETION

The A/E and City agree that the Project is complete and the Final Inspection of the Project was acceptable. Final Completion of the Project is hereby declared to be effective on the date stated below.

SPECIAL CONDITIONS OR STIPULATIONS CONCERNING FINAL COMPLETION

_____

A/E's CERTIFICATION:

BY: _____ _____
(Signature of A/E Representative) *(Print or Type Name of A/E Rep)*

ITS: _____ _____
Date of Final Completion

CITY ACCEPTANCE:

BY: _____ _____
(Signature of City Representative) *(Print or Type Name of City Rep)*

ITS: _____ _____
Date of Acceptance

Scope of Work

PROJECT: Statue Base Demolition
LOCATION: Marion Square Park (Calhoun Street, between King street & Meeting Streets; Charleston, SC)

Base Bid

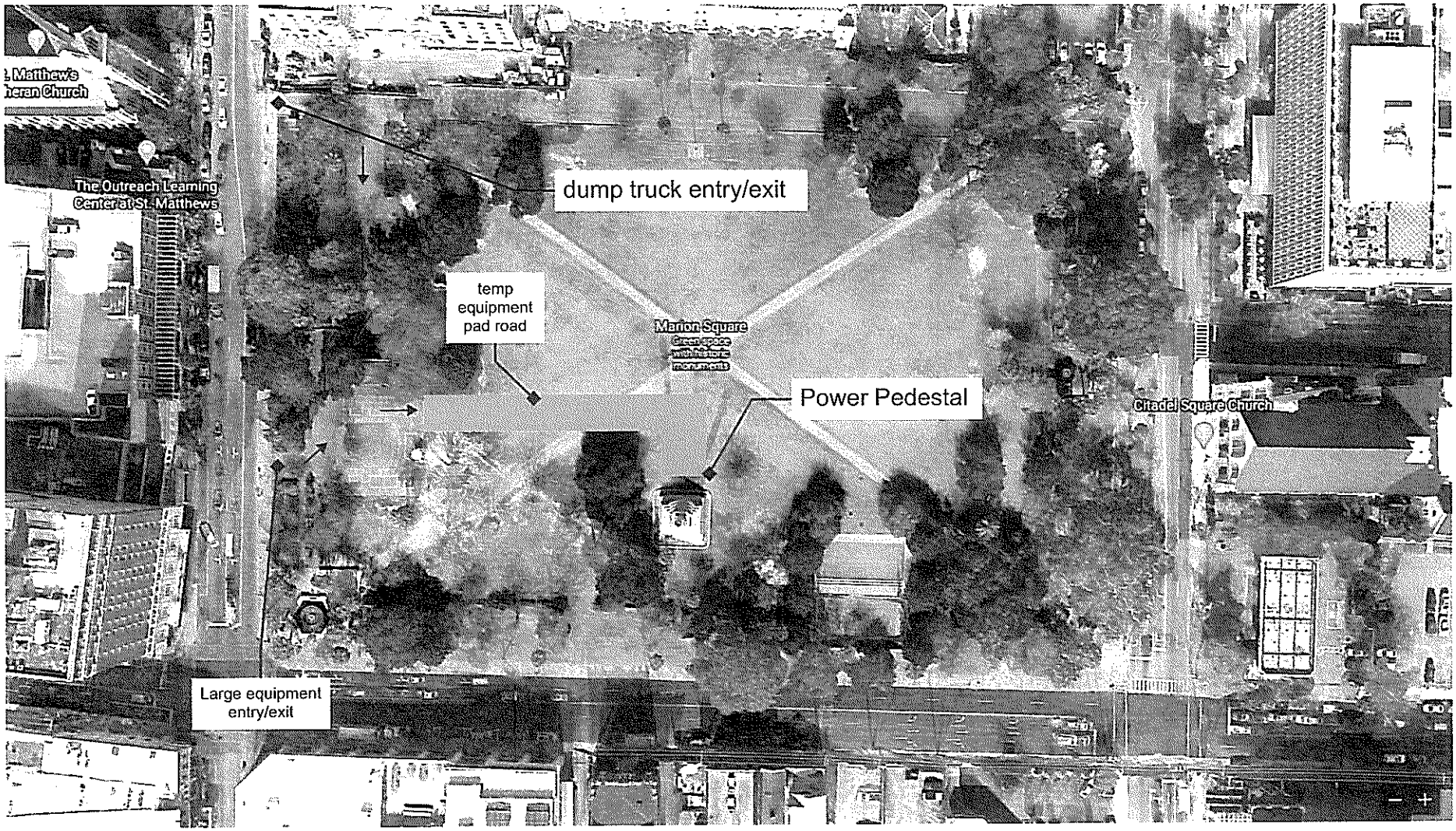
Contractor is to provide an all-in proposal to include the following scope.

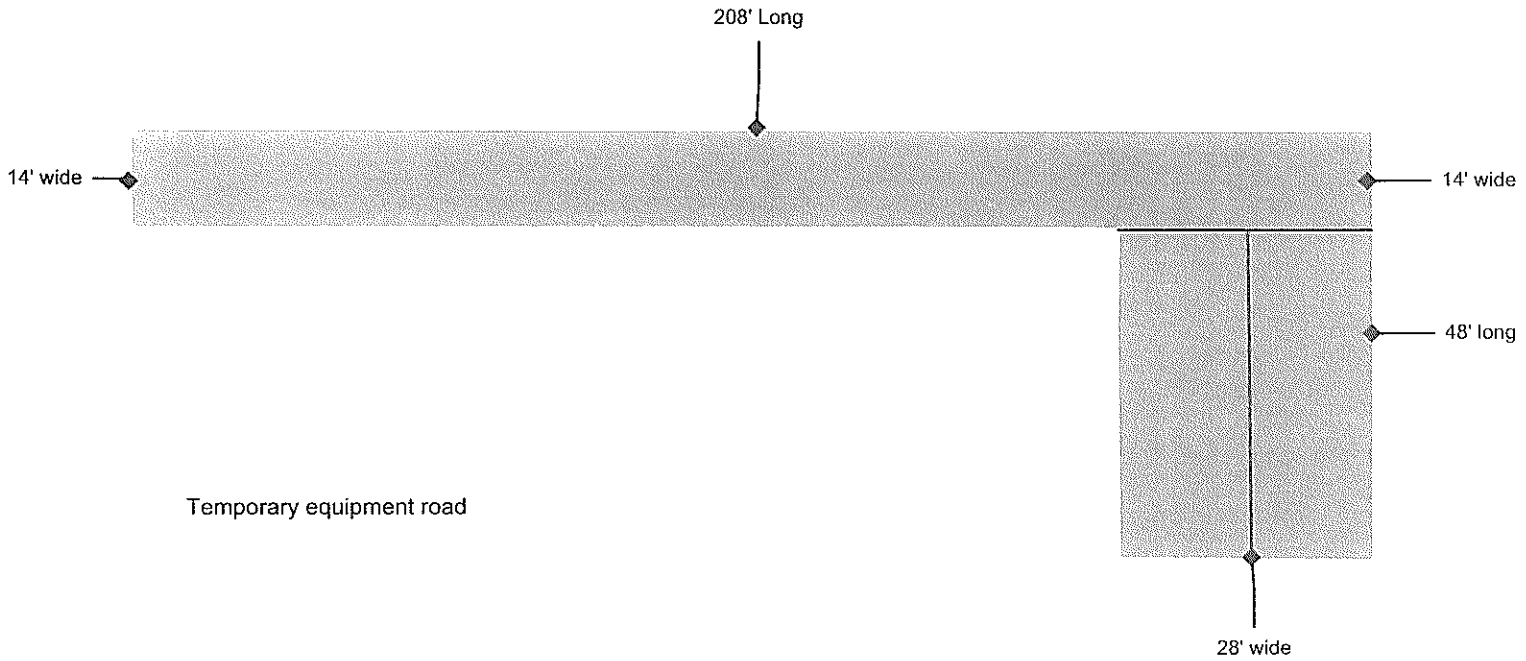
- Contractor to provide all labor, equipment, materials, tools, etc. for a complete scope of work.
- Contractor to take precautions not to damage the existing electrical pedestal and light poles. Any damage to these items, will be this contractors responsibility to repair.
- Contractor to take steps necessary to minimize damage to existing trees.
- Furnish, install, and remove Matrax Dura-base mats according to the logistics plan and as needed/required for the duration of the project.
- Temporary installation of an additional **20** Matrax Dura-base mats shall be included in the base bid and stored onsite to placed at the discretion of City to minimize impacts to the existing brick and bluestone paving.
- All equipment is to be brought in off of King Street.
- Furnish, install, and remove temporary construction barricades (orange stanchion cones with orange construction fencing) around temporary equipment road, monument, and as needed to establish an adequate work zone.
- Contractor to recover intact the 'Calhoun' name stone (currently covered in plywood). Name stone is to be transported by this contractor up to 4 miles away and offloaded by contractor at given location by the City of Charleston. Plywood is to be removed and discarded by this contractor.
- Contractor to hire a conservationist to assist in the recovery of a time capsule from within the base of the monument. According to historical documents, the time capsule is believed to be in the NW corner of the lower base section, behind the granite and masonry.
    - Conservator to be onsite for the excavation and removal of the time capsule
    - Conservator to document the location, condition, and removal process of the time capsule, corner stone, and/or marble slab
    - After removal, Conservator will stabilize the time capsule, cornerstone, and/or marble slab in order to transfer custody of the historical artifact to the City or Charleston.
        - All packing shall be done in accordance with current archaeological and museum storage practices. Packing shall focus on returning the artifacts to a stable, anoxic environment that mimics the conditions they were found in. Artifacts shall remain in this stable environment until a full conservation treatment can occur by the City of Charleston.
        - If objects are not sealed, Conservator shall document and store individual artifacts in a manner to secure and protect both the open artifacts and surrounding pieces.
        - It shall be assumed that lead or other hazardous material will be found during the excavation of the time capsule and all work shall be carried out with proper PPE and handling practices.

        - Conservator shall provide a summary report of retrieval process, inventory of uncovered items, and shall include additional high-quality digital photographs, to the City of Charleston.
        - Contractor shall transport and offload the time capsule, cornerstone, and/or marble block at a location provided by the City of Charleston.
- Provide all labor, equipment, and tools necessary to demo all of the remaining monument, including granite, masonry, any subsurface drainage system, and dirt infill down to 2' below existing grade.
- All demo'd material is to be transported offsite by this contractor.
- Provide location address to City Representative in which stone materials/debris to be recycled.
- Contractor shall provide adequate dust control for the duration of the project. A water source shall be provided and will need to be coordinated with the City Rep.
- Bid Alternate 1 replaces **ONLY** the demo of the granite stones with a salvage operation of the stones only and transported to a local storage facility approximately 4 miles from the site. The contractor shall a provide all labor, equipment, and tools necessary for the removal of the Granite stones only, the contractor shall provide necessary equipment to off load the granite stones undamaged at the storage site in in **Bid Alternate 1**. All other work specified in this document shall be included in the base bid.
- Contractor to import and fill excavation with suitable backfill material up to an elevation of 6" below existing grade and compact in 6" lifts.
- Contractor to import and install 6" of a sandy loamy topsoil to cover the disturbed area
- Furnish and install sod the same disturbed area (grass to match that of existing park) City of Charleston will provide variety of sod prior to installation.
- Furnish and install new irrigation system and connect to the existing system in disturbed area
    - City to provide irrigation tech to assist with connecting to existing system
- Fill in and repair any ruts left behind by equipment with soil and sod within the work zone
- Repair all steel edging along dirt walkway within the work zone
- Repair any hardscape brick within the work zone
- Contractor is to maximize WMBE participation for the duration of this project. WMBE %, dollar amount, and companies utilized are to be declared at time of bid.
- Include all sales tax, insurance, and no more than 15% markup
- Contractor to provide a project schedule at the time of bid.

See next 2 sheets for Logistics plan and Matrax Dura-Base Mat Layout

Statue Base Demo Logistics Plan





Temporary equipment road

City of Charleston Department of Parks
Capital Projects Division

Bid for Removal of the John C. Calhoun Statue Base

Project No. N/A
Bid Date : 9-17-2020
Time: 10:00 AM

Bidder	Bid Bond	SC Lic. #	MBE Forms	Local Vendor	Base Bid	Alternate #1	REF.
DECO	✓ POA	✓	✓	X	131,025.83	459,066.66	✓

Opened by [signature] Title 9/17/20 DEP. DIRECTOR CAP. PROJECTS. Attested by [signature]

14.)

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Edmund Most **DEPT.** Parks – Capital Projects

SUBJECT: ST. JULIAN DEVINE SMOKE STACK PRESERVATION AND PARTIAL REMOVAL ENGINEERING CONTRACT

REQUEST: Approval of a Professional Services Contract with Bennett Preservation Engineering, PC, in the amount of $89,355.00 for engineering services related to the partial removal and preservation of the St. Julian Devine Community Center Smoke Stacks.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** October 13, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	☐	☐		☐
Corporate Counsel	☐	☐		☐
Capital Projects Director	☒	☐		☐
MBE Manager	☐	☐		☐

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051588-58238

Balance in Account $89,355.00 Amount needed for this item $89,355.00

Project Number CP1620

NEED: Identify any critical time constraint(s).

CFO's Signature: Mary K, Dep CFO for Amy Wilson, CFO

FISCAL IMPACT: **Approval of this Engineering Contract will obligate $89,355.00 of the project budget $3,146,883.00. Funding sources for this project are: 2015 General Fund Reserves ($250,000.00), 2018 General Fund Reserves ($400,000.00), Cooper River Bridge TIF ($2,340,000.00), and Charleston Parks Conservancy Contribution ($156,883.00).**

Mayor's Signature: _____

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

EMERGENCY PURCHASE JUSTIFICATION FORM

DEPARTMENT: Parks/Capital Projects

PRODUCT: Professional Services Contract

VENDOR: Bennett Preservation Engineering, Inc.

DATE: 9/3/2020

1. Describe in detail the Emergency and impact to City operations.

The Chief Building Office received a letter from Bennet Engineering regarding the risk that the St Julian Devine Smoke Stacks pose to public safety and private property surrounding the Smoke Stack fall zone. The CBO issued a letter to Jason Kronsberg, Director of Parks Department requiring the immediate removal of the structures. Both Letters are attached.

2. Describe in detail the item affected and what corrective action needed.

In response to the public safety notice, Bennet Engineering must prepare plans immediately to remove as much of the stacks to remove the safety concern and with enough detail so it may be submitted for a Demolition Permit. They will also prepare plans depicting work that will need to be completed to preserve the bottom portion.

3. What is the estimated cost and time to effect repair/replacement?

The professional services required above to address the public safety notice will be executed by a professional structural engineer, those services are attached and total $89,3550. Upon approval from council, design work commences immediately and would be completed 3-4 weeks.

Requester Signature: _____ Title: Sr. Construction Project Manager

Approver Signature: _____ Title: Deputy Director

Bennett
PRESERVATION
ENGINEERING PC

STRUCTURAL ENGINEERING FOR EXISTING STRUCTURES
Seismic Retrofit • Historic Preservation • National Historic Landmarks

Date:	**Friday, August 21, 2020**
To:	**Ken Granata, CBO** City of Charleston
From:	**Craig M. Bennett, Jr., PE**
cc:	**Edmund Most** Capital Projects, City of Charleston
Subject:	**St. Julian Devine Chimneys**
Number of sheets:	2
My filename:	s:\jobs\active\2018\18-022 st julian devine chimneys\correspondence\other correspondence\2020-08-21 emergency disassembly.docx

Dear Mr. Granata:

Over the past two years, Bennett Preservation Engineering has worked with the City, evaluating the St. Julian Devine chimneys and searching for reasonable ways to make them safe for the neighborhood. The hurricanes that the city has had to deal with during that time have made the work more urgent. After evaluating multiple approaches to saving the structures, we had come to the conclusion that they could not reasonably be made safe at their present height.

On our recommendation, the City has carefully considered dramatically cutting the heights of the chimneys, but the time involved in doing that work, as well as the cost of the work, has become a major obstacle to making the structures safe for the those living in the surrounding neighborhood. There are the 32 structures in that neighborhood that are within the potential damage radius in the event of a collapse.

Unfortunately, we are rapidly approaching the worst of the hurricane season here in Charleston, the time that puts the residents of that area at greatest risk. Because there is not time to disassemble one of the chimneys to the ground, half-disassemble the other and finish out its top to ensure stability of the upper portions, we have to recommend, in the interest of public safety, that

Bennett Preservation Engineering PC
17 Lockwood Drive, Suite 500
Charleston, SC 29401
www.BennettPE.com

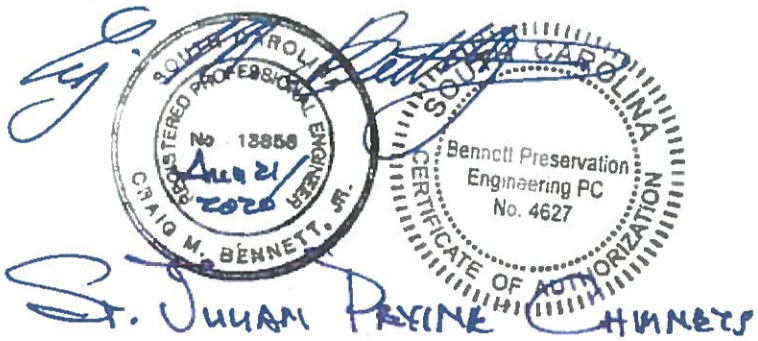
Craig M. Bennett, Jr., PE
843-577-8850 office
843-442-9266 mobile
CBennett@BennettPE.com

these chimneys both be disassembled to the ground (or effectively so) and that it be done in a way that will protect those in that immediate area throughout the process.

We understand that the City has already contacted potential disassembly contractors and that there are those who are able to do this work on very short notice. We are able to immediately change direction, quickly provide contract documents for the disassembly, and assist the City with the contract administration.

In order to protect life safety, we recommend that this disassembly be done immediately and be done on an emergency basis.

Sincerely,



Craig M. Bennett, Jr., PE
Bennett Preservation Engineering PC

JOHN J. TECKLENBURG
Mayor

City of Charleston
South Carolina
Department of Public Service

THOMAS F. O'BRIEN
Director of Public Service

August 25, 2020

NOTICE OF UNSAFE STRUCTURES

RE: 1 Cooper Street – Unsafe Smokestack Structures

Mr. Jason Kronsberg
Director of Parks Department, City of Charleston
823 Meeting Street
Charleston, SC 29403

Dear Mr. Kronsberg:

As the City of Charleston's Chief Building Official, I have reviewed "Bennett Preservation Engineering PC "St. Julian Devine Chimneys" letter dated August 21st, 2020. Based on the engineers' findings and conclusions regarding the current condition of the two smoke stacks, it is apparent that both structures require immediate and complete disassembly in order to protect the safety and wellbeing of nearby City residents and the general public.

In the interest of public safety, in accordance with 2018 South Carolina Existing Building Code §115 and the City Code of Ordinances §7-5, you are here by ordered to immediately deconstruct the two smokestacks. This notice includes obtaining the required City permits to disassemble the deteriorating structures. Failure to address and resolve these items within 30 days of receipt of this letter may result in the City of Charleston taking any, and all, necessary actions to remedy this situation.

The owner shall submit, for City approval, a demolition plan by a licensed South Carolina structural engineer and a demolition permit application that demonstrates the safe deconstruction of the structures. In accordance with 2018 South Carolina Building Code §116, it is incumbent on the owner of 1 Cooper Street, or his/her designee(s), to obtain, as soon as possible, the required City approvals, permits and business licenses to deconstruct the two smoke stacks located at 1 Cooper Street in order to resolve the unsafe conditions.

If you have any questions concerning this notice, please contact me.

Sincerely,

Ken Granata, CBO | Chief Building Official
City of Charleston | Department of Public Service
Building Inspections Division
2 George Street, Suite 1300 | Charleston, SC 29401
843.724.4738 | granatak@charleston-sc.gov

Bennett
PRESERVATION
ENGINEERING PC

STRUCTURAL ENGINEERING FOR EXISTING STRUCTURES
Seismic Retrofit • Historic Preservation • National Historic Landmarks

Date:	**Tuesday, September 1, 2020**
To:	**Edmund Most** Capital Project, City of Charleston
From:	**Taylor Frost**
cc:	**Craig M. Bennett, Jr., PE** **John Bennett, SE, PE** Bennett Preservation Engineering PC
Subject:	**Partial Removal and Preservation of the St. Julian Smoke Stacks**
Number of sheets:	8
My filename:	t:\jobs\active\2018\18-022 st julian devine chimneys\correspondence\proposals and contracts\additional services - disassembly\2020-09-01 st. julian chimneys disassembly revised proposal.docx

Mr. Most:

We appreciate your asking Bennett Preservation Engineering to present a proposal for structural engineering services for the partial removal and preservation of the St. Julian Devine Chimneys. In 2019, we were contracted to design repairs to the two chimneys as they currently stand, but after discussion with the City and significant design effort, BPE began to reconsider the safety of keeping the chimneys at their current height. We came to understand that the chimneys, as they currently stand, pose a significant threat to 31 buildings in the surrounding neighborhood during any high wind event. We propose, with the work described here, to immediately disassemble both chimneys down to a determined safe point, then preserve the remainder of the stacks with tie-downs, tie-backs to the inner masonry liner, and caps.

After many discussions, the scope of our original project changed to what is outlined in this proposal. We will void the remaining amount of our current Purchase Order with the City and move forward

Bennett Preservation Engineering PC
17 Lockwood Drive, Suite 500
Charleston, SC 29401
www.BennettPE.com

Taylor Frost
843-577-8850 office
678-294-6116 mobile
TFrost@BennettPE.com

under this contract for this new scope of work.

Below is a breakdown of our scope of work:

Scope of Work

Part 1

- We will create simple disassembly drawings for permitting that include the partial disassembly of both chimneys.

Part 2

- We will work with the City on a design that will be beneficial and safe for public interaction.
- We will produce Contract Documents (CDs), including both drawings and specifications for the required scope of work. The drawings will include plans and elevations. Additionally, the specifications will include strict protection requirements for the surrounding buildings for the sub-contractors involved in the work.
- This project will be reviewed by the City's Chief Building Official for partial disassembly of the structures.
- We will do construction contract administration which includes holding a pre-construction conference, Owner, Engineer, Contractor (OEC) meetings on a weekly basis as needed, reviewing and responding to any RFIs, submittals, shop drawings, applications for payment, etc., and holding substantial completion and final punch list meetings.

We have made an estimate of our hours for this project and propose completing this scope of work for a fixed fee of $89,355.

The following table was used to develop the professional fee for this project. This does not commit Bennett Preservation Engineering to spending the exact number of hours associated with each task or each person listed. Bennett Preservation Engineering reserves the right to redistribute the hours within the tasks and between tasks. We realize that some tasks may take more hours and some tasks may take fewer hours.

Construction Documents

Professional Time	# Hours Principal Engineer	# Hours Engineer	# Hours Project Manager	# Hours Preservationist
Onsite and Surrounding Structure Investigation	4	4	8	8
Coordination with City	16	8	8	--
Comparison of Original Drawings with As-Built Conditions	4	8	--	16
Evaluation of Cost of Tie-Back Systems Alternatives	8	--	4	--
Structural Design of Tie Down System on Second Chimney	4	8	--	--
Structural Design of Expanded Stainless Steel Chimney Caps	2	4	--	--
Structural Design for Unreinforced Height	2	8	--	--
Structural Design for Banding for Increased Seismic Resistance	4	8	--	--
Construction Drawings for Initial Disassembly	8	8	4	24
Construction Drawings for Tie-Down, Tie-Back, Caps, Bands	8	16	16	40
Technical Specifications	8	2	20	--
Management	8	--	16	--
Total Professional Hours	76	74	76	88
Subtotal	$18,240	$11,840	$11,020	$11,000
Total Professional Fee			**$52,100**	

Construction Contract Administration

Professional Time	# Hours Principal Engineer	# Hours Engineer	# Hours Project Manager	# Hours Preservationist
Pre-Construction Meetings	4	2	4	--
Job Site Meetings	48	24	72	--
RFIs, Submittals, Shop Drawings, etc.	8	16	20	--
Substantial Completion Meeting	3	--	4	--
Final Punch List Meeting	2	--	3	--
Total Professional Hours	65	42	103	0
Subtotal	$15,600	$6,720	$14,935	$0
Total Professional Fee			**$37,255**	

It is assumed that any landscape or hardscape design will be done by the City separately.

With the approval of this proposal, Bennett Preservation Engineering is capable of starting this project in the next couple weeks. Should additional work be required beyond this scope of work, we are happy to provide an addendum to this proposal based on an agreed upon fixed fee or we can work hourly per our standard hourly rates.

Should you wish to discuss anything in the proposal, please do not hesitate to call our office. If this proposal is acceptable, we have attached a short form contract for the work for you to sign and return.

Sincerely,

Taylor Frost
Project Manager
Bennett Preservation Engineering PC

City of Charleston Contract for Professional Services

THIS CONTRACT, made this 2ND day of SEP, 2020 by and between

The Owner: City of Charleston
Department of Parks
823 Meeting Street
Charleston, SC 29403

and the A/E: Bennett Preservation Engineering
17 Lockwood Drive, Suite 500
Charleston, SC 29401

WHEREAS, the Owner requires the delivery of professional Structural Engineering Services ("Work"), as a part of the St. Julian Devine Smoke Stake Preservation Project ("Project") as outlined in Exhibit A, Memorandum for Partial Removal and Preservation of the St. Julian Smoke Stacks ("Service" or "Scope of Services"), dated September 1, 2020, prepared by Taylor Frost which is marked as EXHIBIT A and attached hereto as if fully written herein.

CP-1620 Partial Removal and Preservation of the St Julian Devine Smoke Stacks
(Project Number) *(Project Name)*

WHEREAS, the A/E, whose SC professional license is COA #13858, is prepared and qualified to provide such Services.

NOW THEREFORE, the Owner and A/E agree to all of the following:

THE SERVICES required herein are set forth in the attached EXHIBIT A, Scope of Services which shall be performed in accordance with the Terms and Conditions contained on pages 2 through 4 of this Contract. SERVICES shall be performed and PAYMENTS for acceptable work shall be made in accordance with the following:

This is a ~~Not to Exceed~~ Lump Sum Contract and payments shall be made within 30 days after A/E submits an invoice and the required geotechnical report to the City.

The **CONTRACT SUM** payable to the A/E shall be:

☒ Lump Sum of ..... $ 89,355.00.
☐ Actual costs based on attached A/E's Hourly Rate & Reimbursable Schedule, Not-to-Exceed ..... $ 0.00

REIMBURSABLES:

☐ Expenses shall be reimbursed at actual cost plus 10%, Not-to-Exceed ..... $ 0.00
☒ Expenses included in Lump Sum.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS CONTRACT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

OWNER: City of Charleston

BY: _____
John J. Tecklenburg, Mayor

A/E: Bennett Preservation Engineering

BY: _____
(Signature of A/E Representative)

CRAIG M. BENNETT, JR.
(Print or Type Name of A/E Representative)

ITS: PRESIDENT

ATTACHMENTS

1. Exhibit A, Memorandum for Partial Removal and Preservation of the St. Julian Smoke Stacks, dated September 1, 2020, prepared by Taylor Frost

OMB. JH.

Terms and Conditions of the City of Charleston
Professional Services Contract

ARTICLE 1 - GENERAL

A. The A/E agrees to provide professional services to the Owner as required by the Scope of Services requested by the Owner as set forth in Exhibit A.

B. The A/E accepts the relationship of trust and confidence established between A/E and Owner by this Contract.

C. The A/E covenants with the Owner that he/she possess the required degree of learning, skills, and experience that is ordinarily possessed by similarly situated professionals, that he/she will utilize reasonable and ordinary care and diligence in the exercise of his/her skills to accomplish the Scope of Services, and that he/she will use good professional judgment in performing the Scope of Services.

D. The A/E agrees to cooperate with the Owner and any other contractor in furthering the interests of the Owner.

ARTICLE 2 – A/E'S RESPONSIBILITIES

A. The A/E shall designate one or more representatives to be assigned for the duration of the Project. These representatives shall be authorized to act on behalf of the A/E in all matters related to the A/E's performance(s) under this Contract. The A/E shall not replace a designated representative without notice to the owner and with good cause shown.

B. The A/E shall notify the Owner, in writing, of information necessary from the Owner for the project. A/E shall allow sufficient time for Owner to acquire and respond with such information.

C. The A/E shall provide all Scope of Services using persons, including the staff of A/E's Consultants and Additional Consultants, who possess the required degree of learning, skills, and experience that is ordinarily possessed by similarly situated professionals, that they will utilize reasonable and ordinary care and diligence in the exercise of their skills to accomplish the Scope of Services, and that they will use good professional judgment in performing the Scope of Services.

D. The A/E shall manage and coordinate the A/E's services, consult with the Owner, research applicable design criteria, attend all Project meetings, communicate with members of the Project team and report progress to the Owner.

E. The A/E shall have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Services in the City of Charleston and as required by this Contract.

F. The A/E shall be entitled to rely on the accuracy of information provided by the Owner. Notwithstanding the foregoing, A/E shall review all information provided by the Owner and shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner.

G. The A/E shall be entitled to additional compensation if required to provide services beyond those Services set forth in Exhibit A. The A/E shall be compensated for these additional services as agreed by both parties.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

A. The Owner shall provide all available programmatic and budgetary requirements for the Project.

B. The Owner shall designate one or more representatives with authority to act on the Owner's behalf in all matters related to the Owner's duties under this Contract.

C. The Owner shall provide the A/E with available information about the site and work area that is necessary for the A/E to perform the Services. The owner shall cooperate with the A/E in the identification and acquisition of any additional information required.

D. The Owner shall make timely decisions on all issues related to the Contract and shall promptly advise the A/E of any errors or deficiencies in the A/E's performance under this Contract.

ARTICLE 4 – ADDITIONAL CONSULTANTS

A. It is agreed that the attached Exhibit A shall have identified all professional and technical disciplines and their providers required for the performance of the A/E's Services, and that the fees for such personnel are incorporated into the Contract Sum set forth on page one (1) of this Contract.

B. Additional Consultants may be employed to perform portions of the Services under this Contract as required and approved by the Owner in advance. The A/E may apply a multiplier, not to exceed 1.1, to the approved fees of such Additional Consultants.

CMB. JT.

ARTICLE 5 – LIMITATIONS OF RESPONSIBILITY

A. The A/E shall not be responsible for the failure of any contractor, sub-contractor, vendor, or other project participant, not under contract to the A/E, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes.

B. The A/E shall indemnify and save harmless the Owner and the Owner's officers, agents and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the A/E, its agents, or employees or subcontractors in the performance of this Contract. When the Owner submits notice, A/E shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 6 – DOCUMENTS

A. At the completion of the project, the A/E shall provide to the Owner all contract documents, electronically, on a Computer Disk or thumb drive. Specifications shall be in Microsoft Word format and as-built drawings shall be in AutoCAD 2000 format.

B. All documents prepared or furnished by the A/E pursuant to this Contract are instruments of service and the A/E shall maintain an ownership and property interest therein.

C. Documents prepared or furnished by the A/E pursuant to this Contract may not be reused by the A/E on other projects or for other clients without the prior written permission of the Owner.

D. The A/E hereby grants to the Owner a non-exclusive license to reproduce or otherwise utilize A/E's documents for the purposes of constructing, operating, maintaining, repairing, using, renovating, expanding, modifying or otherwise enjoying the beneficial use of the Project at no additional cost to the Owner. The A/E shall incur no liability for the Owner's reproduction or reuse of the A/E's documents.

E. Consultants and Additional Consultants used by the A/E for the Services of this Contract shall be bound by the conditions of this Article.

ARTICLE 7 – PAYMENTS

A. The Owner shall make payments to the A/E for undisputed work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

B. The A/E shall make payments to its Consultants and Additional consultants in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

C. If applicable, the A/E's request for payment under a NOT-TO-EXCEED contract shall be based on actual hours worked during the billing period, using the approved A/E's Hourly Rate and Reimbursables Schedule, not exceeding the scheduled amounts shown on Page 1 (one) of this Contract.

D. All requests for payment shall be submitted in the form and manner required by the Owner, and shall be accompanied by appropriate supporting documentation.

E. All requests for payment shall be submitted in the form and manner required by the Owner, and shall be accompanied by appropriate supporting documentation.

F. Payment under a Lump Sum contract shall be paid within thirty (30) days of receipt of the invoice. The invoice for the A/E's services shall be submitted to the City at the completion of the Scope of Services and after the City's acceptance of the work in its entirety.

ARTICLE 8 - DISPUTE RESOLUTION

The parties agree to attempt in good faith to resolve their disputes arising from a claim or controversy arising out of or relating to the contract. To the extent that the parties are unable to resolve a claim or controversy arising out of or relating to the Contract, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or Federal court located in the County in which the Owner maintains its principle place of business, in the State of South Carolina. The A/E agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the A/E pursuant to the Contract.

CNB.JTT.

ARTICLE 9 - SUSPENSION AND TERMINATION

A. The Owner may direct the A/E to suspend performance under this Contract at any time.

B. The A/E may suspend its performance under this Contract if the Owner fails to make payments of undisputed amounts to the A/E as required by the terms of this Contract. Prior to the suspension of performance, the A/E shall give written notice to the Owner, and shall allow the Owner no fewer than twenty one (21) calendar days to make payment, otherwise the suspension may take effect without further notice by the A/E.

C. If the performance of Services is suspended by either party for a period of more than thirty (30) days but less than one hundred eighty (180) days due to no fault of the A/E, the A/E's time schedules shall be equitably adjusted. If a project is interrupted for one hundred eighty (180) days or more due to no fault of the A/E, the A/E's compensation shall be equitably adjusted to provide for expenses incurred in resuming the A/E's services and the time schedules for the remaining services shall be equitably adjusted.

D. The Owner may terminate this Contract for the convenience of the Owner with not less than seven (7) days written notice to the A/E. The A/E shall be paid for all services acceptably performed and reimbursable expenses incurred, up to the date of termination, and project closure costs as authorized by the Owner.

E. If either party fails to substantially perform according to the terms of this Contract, the other party may terminate this Contract upon not less than seven (7) days written notice. The notice of termination shall set forth with specificity the grounds for termination and may, at the sole option of the terminating party, give the other party a stated period of time in which it may cure the alleged breach.

ARTICLE 10 – INSURANCE

A. The A/E shall maintain all forms of insurance required by law in the State of South Carolina. The A/E shall also maintain insurance coverage for comprehensive, general liability, automobile liability, and workers' compensation (by statutory authority). Minimum insurance coverage limits shall be as required by law or as shown in Chapter 6 of the *Manual for Planning and Execution of State Permanent Improvements Part II*, whichever is greater.

B. The A/E shall maintain Professional Liability Insurance for the duration of this Contract with a limit of $1,000,000 per claim and annual aggregate, or such other amount as the Owner may request. This policy shall remain in effect for a minimum of 12 months after the date of issuance of the final Certificate of Payment by the A/E.

ARTICLE 11 – MISCELLANEOUS PROVISIONS

A. The A/E and Owner each bind themselves, their partners, directors, officers, successors, executors, administrators, assigns and legal representatives in respect to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract without the written consent of the other party.

B. This Contract represents the entire and integrated agreement between the Owner and A/E. It supercedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.

C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the A/E.

D. Nothing in this Contract shall prevent the A/E from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Services.

E. Unless otherwise included in the Contract, nothing shall require the A/E to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.

F. Time and Expense Records of the A/E's personnel, consultants, and reimbursable expenses pertaining to the Services shall be kept on a generally recognized accounting basis, and shall be available to the Owner for audit at mutually agreeable times and places for a period no less than 3 years after the conclusion of this Contract.

ARTICLE 12 – ERRORS AND OMISSIONS

A. Owner shall notify the A/E whenever the Owner believes the A/E's Work contains errors or omissions, and the A/E shall agree to correct all errors and omissions without cost to the Owner.

B. The A/E agrees to pay the Owner for any costs the Owner is responsible for paying as a result of any A/E error or omission. Each error and omission shall constitute a separate offense.

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Edmund Most **DEPT.** Parks – Capital Projects

SUBJECT: ST. JULIAN DEVINE COMMUNITY CENTER IMPROVEMENTS TWIN SMOKE STACKS CONSTRUCTION CONTRACT

REQUEST: Approval of a Construction Contract with Demolition Environmental Company, LLC (DECO) in the amount of $485,990.00 for the partial demolition, removal and preservation of the twin smoke stacks located at the St. Julian Devine Community Center.

With the approval of the project budget, Staff is authorized to award and/or amend contracts less than $40,000.00, to the extent contingency funds exist in the Council Approved Budget.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** October 13, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	☐	☐		☐
Corporate Counsel	☐	☐		☐
Capital Projects Director	☒	☐		☐
MBE Manager	☐	☐		☐

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051588-58240

Balance in Account $485,990.00 Amount needed for this item $485,990.00

Project Number CP1620

NEED: Identify any critical time constraint(s).

CFO's Signature: Dep CFO for Amy Wheeler, CFO

FISCAL IMPACT: **Approval of this Construction Contract will obligate $485,990.00 of the project budget $3,146,883.00. Funding sources for this project are: 2015 General Fund Reserves ($250,000.00), 2018 General Fund Reserves ($400,000.00), Cooper River Bridge TIF ($2,340,000.00), and Charleston Parks Conservancy Contribution ($156,883.00).**

Mayor's Signature: _____

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

CP1620		Draft Project Budget	Expenses to DATE	Encumbrances	Remaining Balance	NOTES
DESIGN / ENGINEERING						
DIVISION/OBJECT						
051588-58238	Topo/tree/utility/survey w/ private markout	6,500.00	-	6,500.00	-	
051588-58238	Phase I environmental report	-	-	-	-	
051588-58238	Phase II environmental report w/ SMP	-	-	-	-	
051588-58238	Design and Construction Administration	-	-	-	-	CPC has hired their own A/E with $40k
051588-58016	Printing	2,278.94	1,685.93	593.01	-	P-Card
	Permitting	-	-	-	-	
	CMT Testing	-	-	-	-	
051588-58205	SWPPP Monitoring	11,700.00	1,200.00	10,500.00	-	Newkirk - P160794
051588-58236	Advertising	1,673.50	986.22	687.28	-	P-card / Chronicle -PR200905
051588-52020	Construction Site Signage	1,000.00	-	1,000.00	-	
	Landscaping Design Subtotal	23,150.44	3,872.15	18,278.29	-	
051588-58236	Advertising	100.00	-	100.00	-	Chronicle Communications - PR194773
051588-58238	Design Services	39,950.00				
051588-58238	Handicap ramp design at new entrance	4,500.00				
051588-58238	additional bidding services	4,828.75				
	Total PO	49,278.75	44,523.79	4,754.96	-	Rosenblum Coe Architects - P154810
051588-58238	Handicap ramp design	600.00	600.00	-	-	Forsberg Engineering-P155443
051588-52200	Document Roof Condition	300.00	300.00	-	-	Skyview Aerial Solutions, LLC (Pcard)
	Building Renovations Design Subtotal	50,278.75	45,423.79	4,854.96	-	
051588-58238	Chimney stacks structural evaluation	11,820.00	11,820.00	-	-	Bennett Preservation-P154595
051588-58238	Construction Document Preparations	34,920.00	22,698.00	12,222.00	-	Bennett Preservation-P157882
051588-58238	Partial Removal & Preservation of stacks	89,355.00	-	-	-	Bennett Preservation Contract
	Chimney Stacks Design Subtotal	136,095.00	34,518.00	12,222.00	89,355.00	
	TOTAL DIE COSTS	209,524.19	83,813.94	125,710.25	89,355.00	
CONSTRUCTION						
051588-58240	Construction	399,557.00				AOS Specialty Contractors
051588-58240	CO#1 (bollard revisions, curb and gutter, fencing credit, irrigation booster pump, roof drainage, water fountain drainage)	(2,204.33)	-	-	-	
	Construction Subtotal	397,352.67	122,811.53	272,741.15	2,204.33	
051588-58240	SCEG for Light 10 (assumed) Poles along street	-	-	-	-	
051588-52100	Water Tap/Impact Fees	3,936.00	3,936.00	-	-	CWS
051588-58002	Playground Equipment	89,125.52		89,125.52	-	Kompan, Inc
051588-58005	Steel Trash Can	5,000.00	-	5,000.00	-	
051588-58005	FFE - benches	17,000.00	-	17,000.00		
051588-58005	FFE - table & chairs	3,000.00	-	3,000.00	-	
	Landscaping Construction Subtotal	515,414.19	127,547.53	387,866.67	2,204.33	
051588-58240	Roof Evaluation and Repair	38,420.00				
	Increase (6 copper leaderheads, downspouts to E & W side)	17,620.00	-			
	P154894 Subtotal	56,040.00	56,040.00	-	-	Coastal Roofing Co Inc - P154894
051588-58240	Construction	520,800.00				
	CO#1 (window and door lintels, elevator allowance overage)	78,266.03				
	CO#2 (pendant lighting, cleaning and painting, repair and retrofit roof edging, breakroom improvements, replace doors at north entrance)	55,619.98				
	CO#3 (fire alarm system upgrade)	8,470.36				
	Construction Contract Subtotal	663,156.37	663,156.36	(142,356.36)	-	Satchel Construction LLC
	Building Renovations Construction Subtotal	719,196.37	719,196.36	(142,356.36)	-	
051588-58240	Partial Demolition of Stacks (down to height of 60ft)	485,990.00				DECO (Demolition Environmental Company)
	Chimney Stack Construction Subtotal	485,990.00				
	TOTAL CONSTRUCTION COSTS	1,720,600.56	846,743.89	245,510.30	2,204.33	
051588-52940	Landscape Contingency	2,204.33	-	2,204.33		
051588-52940	Interior renovation Contingency	517,289.36	-	517,289.36	-	
051588-52940	Chimney Stack Contingency	345,334.00	-	345,334.00	-	
051588-52940	General Contingency	351,950.80	-	351,950.80	-	
TOTAL PROJECT COSTS		3,146,883.26	930,557.83	2,216,325.43	91,559.33	

FUNDING SOURCES

YEAR	SOURCE	BUDGET	Revenues To Date	
2015	General Fund Reserves	$ 250,000.00		
2018	General Fund Reserves	$ 400,000.00		
	Charleston Parks Conservancy Contribution	$ 156,883.26		Expectation is CPC is going to provide $210K but will have also contracted out with a design consultant in the amount of $40K that they will be funding
	Cooper River Bridge TIF	$ 90,000.00		added by CD committee 7/23/20 for playground equipment
	Cooper River Bridge TIF	$ 2,250,000.00		
	TOTAL FUNDING	$ 3,146,883.26	$ -	

PROJECT SUMMARY

TOTAL PROJECT FUNDING	$ 3,146,883.26	$ -
TOTAL PROJECT COST	$ 3,146,883.26	$ -
PROJECT BALANCE	$ -	$ -

EMERGENCY PURCHASE JUSTIFICATION FORM

DEPARTMENT: Parks/Capital Projects

PRODUCT: Construction Contract Demo/Removal Services

VENDOR: Demolition Environmental Company, LLC (DECO)

DATE: 9/3/2020

1. Describe in detail the Emergency and impact to City operations.

The Chief Building Office received a letter from Bennet Engineering regarding the risk that the St Julian Devine Smoke Stacks pose to public safety and private property surrounding the Smoke Stack fall zone. The CBO issued a letter to Jason Kronsberg, Director of Parks Department requiring the immediate removal of the structures. City staff contacted a General Contractor to determine the safest approach for the partial removal of the stacks.

2. Describe in detail the item affected and what corrective action needed.

In response to the public safety notice, City staff worked with a General Contractor to prepare a proposal for the partial removal of both smoke stacks. This includes installation of a scaffold system surrounding both stacks with an elevated platform in the middle to be used by trained experts to remove the tops and all masonry down to a level determined by the structural engineer. For this contract they are assuming the stacks, currently at 135 feet tall, there will be a min. of 60 feet above grade. At that time new tops shall be fabricated and installed and tie down.

3. What is the estimated cost and time to effect repair/replacement?

The labor and equipment associated with staging, removal down to the safe level and new tops shall be a cost not to exceed $ 485,990.00

The contractor has 60 days to complete this portion of work.

Requester Signature: _____ Title: Sr. Construction Project Manager

Approver Signature: _____ Title: Deputy Director

Bennett
PRESERVATION
ENGINEERING PC

STRUCTURAL ENGINEERING FOR EXISTING STRUCTURES
Seismic Retrofit • Historic Preservation • National Historic Landmarks

Date:	**Friday, August 21, 2020**
To:	**Ken Granata, CBO** City of Charleston
From:	**Craig M. Bennett, Jr., PE**
cc:	**Edmund Most** Capital Projects, City of Charleston
Subject:	**St. Julian Devine Chimneys**
Number of sheets:	2
My filename:	s:\jobs\active\2018\18-022 st julian devine chimneys\correspondence\other correspondence\2020-08-21 emergency disassembly.docx

Dear Mr. Granata:

Over the past two years, Bennett Preservation Engineering has worked with the City, evaluating the St. Julian Devine chimneys and searching for reasonable ways to make them safe for the neighborhood. The hurricanes that the city has had to deal with during that time have made the work more urgent. After evaluating multiple approaches to saving the structures, we had come to the conclusion that they could not reasonably be made safe at their present height.

On our recommendation, the City has carefully considered dramatically cutting the heights of the chimneys, but the time involved in doing that work, as well as the cost of the work, has become a major obstacle to making the structures safe for the those living in the surrounding neighborhood. There are the 32 structures in that neighborhood that are within the potential damage radius in the event of a collapse.

Unfortunately, we are rapidly approaching the worst of the hurricane season here in Charleston, the time that puts the residents of that area at greatest risk. Because there is not time to disassemble one of the chimneys to the ground, half-disassemble the other and finish out its top to ensure stability of the upper portions, we have to recommend, in the interest of public safety, that

Bennett Preservation Engineering PC
17 Lockwood Drive, Suite 500
Charleston, SC 29401
www.BennettPE.com

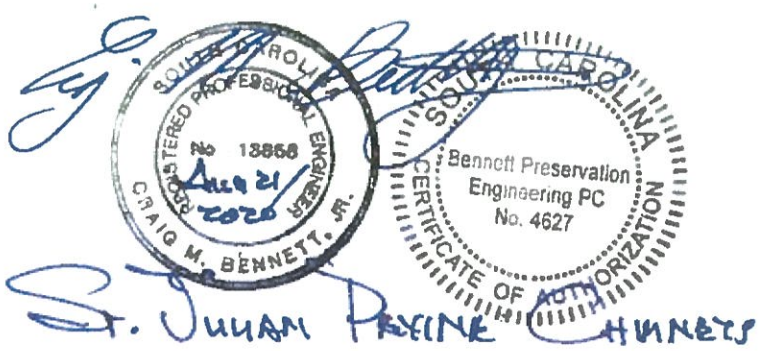
Craig M. Bennett, Jr., PE
843-577-8850 office
843-442-9266 mobile
CBennett@BennettPE.com

these chimneys both be disassembled to the ground (or effectively so) and that it be done in a way that will protect those in that immediate area throughout the process.

We understand that the City has already contacted potential disassembly contractors and that there are those who are able to do this work on very short notice. We are able to immediately change direction, quickly provide contract documents for the disassembly, and assist the City with the contract administration.

In order to protect life safety, we recommend that this disassembly be done immediately and be done on an emergency basis.

Sincerely,



Craig M. Bennett, Jr., PE
Bennett Preservation Engineering PC

JOHN J. TECKLENBURG
Mayor

City of Charleston
South Carolina
Department of Public Service

THOMAS F. O'BRIEN
Director of Public Service

August 25, 2020

NOTICE OF UNSAFE STRUCTURES

RE: 1 Cooper Street – Unsafe Smokestack Structures

Mr. Jason Kronsberg
Director of Parks Department, City of Charleston
823 Meeting Street
Charleston, SC 29403

Dear Mr. Kronsberg:

As the City of Charleston's Chief Building Official, I have reviewed "Bennett Preservation Engineering PC "St. Julian Devine Chimneys" letter dated August 21st, 2020. Based on the engineers' findings and conclusions regarding the current condition of the two smoke stacks, it is apparent that both structures require immediate and complete disassembly in order to protect the safety and wellbeing of nearby City residents and the general public.

In the interest of public safety, in accordance with 2018 South Carolina Existing Building Code §115 and the City Code of Ordinances §7-5, you are here by ordered to immediately deconstruct the two smokestacks. This notice includes obtaining the required City permits to disassemble the deteriorating structures. Failure to address and resolve these items within 30 days of receipt of this letter may result in the City of Charleston taking any, and all, necessary actions to remedy this situation.

The owner shall submit, for City approval, a demolition plan by a licensed South Carolina structural engineer and a demolition permit application that demonstrates the safe deconstruction of the structures. In accordance with 2018 South Carolina Building Code §116, it is incumbent on the owner of 1 Cooper Street, or his/her designee(s), to obtain, as soon as possible, the required City approvals, permits and business licenses to deconstruct the two smoke stacks located at 1 Cooper Street in order to resolve the unsafe conditions.

If you have any questions concerning this notice, please contact me.

Sincerely,

Ken Granata, CBO | Chief Building Official
City of Charleston | Department of Public Service
Building Inspections Division
2 George Street, Suite 1300 | Charleston, SC 29401
843.724.4738 | granatak@charleston-sc.gov

Celebrating 17 Years of Service

DECO (Demolition Environmental Company, LLC)
DECO.US.COM
PO Box 61900
North Charleston, SC 29419
843-554-8408 Phone
843-554-8409 Fax

September 2, 2020

City of Charleston Department of Parks
823 Meeting Street Charleston, SC 29403
M:(813) 509-9110 | T:(813) 721-7148 | moste@charleston-sc.gov | www.charleston-sc.gov

City of Charleston

RE: Cooper St Chimney Selective Demolition

DECO proposes to furnish all labor, material, equipment, and supervision necessary to perform the scope of work associated with the complete Selective demolition and removal of structure according to site visit for see break down below:

- ***Option 1*** Demolition of Stacks Down to a height of 60ft $415,990.00
- ***Option 2*** Demolish stacks down to grade and backfill holes $534,508.00

Potential Contingency's. Must have written approval from Owner rep prior to commencing this portion of work

- Contingency costs for potential repairs from damages $35,000.00
  - Some items that may be impacted are: Sidewalks, brick landscape, lower brick walls, adjacent trees, and curbing.
- Contingency for erosion control of needed $5,000.00
- Contingency for placement of new Stack covers engineered by others $30,000.00

SCOPE OF WORK:

INCLUDES:

1) Installation of Scaffolding system for full access to smokestacks
2) All permits City and State as required
3) Material Hoist needed for safe debris removal
4) Fencing and securing site for work
5) Street Closure and Signage to stop pedestrians for being put in harms way
6) Safety personal at ground level to control potential site problems
7) Barricades along Cooper St to prevent debris from entering roadway
8) Protection of existing backflow and mechanical items adjacent to city building
9) Protection of adjacent City building windows from loose falling debris
10) Hauling and disposal of all debris according to State and EPA guidelines.
11) Clean up of all demolition debris.
12) Dust control as required.
13) safety measures and signage.

EXCLUDES:

1) Any additional environmental concerns that may be present or arise
2) SWPP if required by City

ASSUMPTIONS:

1) All work will be performed under one mobilization
2) All work to be performed during normal working hours Monday - Saturday
3) Cooper St will be closed from East Bay to Drake St for approximately 8 weeks worse case
4) During the top removal portion there could be a potential to close Half of all of Drake St for a short duration
5) Project will require adjacent sidewalks to the site on Drake and Cooper to be closed for the duration of the work
6) DECO will make every attempt to save the existing stack and prevent them from failing further. DECO gives no guarantee that the remaining 60ft of stacks will remain in place after removal is complete
7) It assumed DECO will have unencumbered access to Cooper St for the duration

INSURANCE:

DECO maintains a standard 2-million-dollar aggregate insurance coverage. With a ten-million-dollar umbrella coverage for both comprehensive general liability and workman's comp. DECO also carries a 10-million-dollar Pollution policy that is demolition and asbestos specific.

COMPANY BACKGROUND:

DECO has become a unique provider of a full range of demolition, abatement, site development, and environmental site remediation service. Our skilled staff and specialized equipment deliver safe and efficient solutions for all demolition and environmental needs. Our management has over 20 years' experience in the demolition, construction, and equipment industries.

DECO has become a market leader in the demolition industry by successfully providing our services to a wide range of projects including large scale commercial developments, industrial facilities, and government/municipal facilities. We pride ourselves providing our customers professional, safe, and efficient execution of the designated work to meet their needs. The goal of DECO is to exceed the scheduling and cost performance goals of the customer while following all applicable safety and health regulations.

We sincerely appreciate the opportunity to quote this project. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

DECO

Brandon Martin
President

Professional, Reliable

City of Charleston
Short Form Small Construction Contract

THIS CONTRACT, made this 3rd day of Sept., 2020 by and between:

The Owner: City of Charleston
Department of Parks
823 Meeting Street
Charleston, SC 29403

and

the Contractor: Demolition Environmental Company, LLC
PO Box 61900
North Charleston, South Carolina 29419

CP -1620 - Partial Removal and Preservation of the St Julian Devine Smoke Stacks
(Project Number) - (Project Name)

ARCHITECT ENGINEER – The A/E of Record for this Project is: Bennett Preservation Engineering

WHEREAS, the Owner requires the delivery of demolition, removal, and preservation services ("Work"), as a part of the St. Julian Devine Smoke Stack Preservation Project ("Project") as outlined in Exhibit A, Memorandum for Cooper Street Chimney Selective Demolition ("Services" or "Scope of Services"), dated September 2, 2020, prepared by Brandon Martin which is marked as EXHIBIT A and attached hereto as if fully written herein.

WHEREAS, the Contractor, whose South Carolina professional license is G121648, is prepared and qualified to provide to the City the requested services as outlined in Exhibit A and in accordance with the General Terms and Conditions of this Contract contained on pages 2 through 11 of this Contract.

OWNER: City of Charleston

BY: _____
John J. Tecklenburg, Mayor

Contractor:

BY: _____
(Signature of Contractor Representative)

Brandon Martin
(Print or Type Name of A/E Representative)

TERMS AND CONDITIONS

NOW THEREFORE, the Owner and Contractor agree to all of the following terms and conditions set forth in this Contract.

1. TIME OF PERFORMANCE:

    a. THE EFFECTIVE DATE of this Contract shall be the date written above.
    b. THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
    c. THE DATE OF SUBSTANTIAL COMPLETION shall be 60 calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.
    d. THE DATE OF FINAL COMPLETION shall be the date that the Work has been completed and accepted by the Owner.

2. PAYMENTS TO THE CONTRACTOR for acceptable Work performed shall be as follows:

    a. THE CONTRACT SUM OF $485,990 to be paid in response to the Contractor's Applications for Payment as certified by the A/E and subject to the terms of this Contract.
    b. THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
    Not Applicable ☒

3. LIQUIDATED DAMAGES ARE AS FOLLOWS:

    It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of Five Hundred Dollars and no cents ($500) for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this Contract for default as provided elsewhere herein.

General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS

A. The Contract Documents forming this Contract shall consist of the following:
    1. a fully executed Short Form Construction Contract (this document) and any listed attachments hereto;
    2. the Project Manual dated: N/A
    3. the Project Drawings dated N/A along with the Project Drawings listed in the Project Manual;
    4. all bid Addenda issued by the City;
    5. the Contractor's completed Bid Form;
    6. all Change Orders and Change Directives;

7. Exhibit A – titled Cooper St Chimney Selective Demolition dated September 2, 2020, prepared by Brandon Martin.

ARTICLE 2 – CONTRACTOR, OWNER, A/E PROVISIONS

A. The Contractor warrants to the Owner that:
1. it and its subcontractors (if any) are financially able to complete the Work;
2. it will perform all obligations, furnish all plant, material, equipment, tools, transportation, supplies and labor to complete the Work for the Contract Sum entered above;
3. it is authorized and licensed to do business in the State of South Carolina and the City of Charleston;
4. it will perform the Work with care and diligence and in a professional and Workmanlike manner as required by this Contact; and,
5. it has visited the Work site and is reasonably apprised of the conditions in and around the Work area.

B. Contractor's Rights and Responsibilities

In addition to any other rights and responsibilities contained in this Contract, the Contractor shall:

1. not incur any expense chargeable to the Owner until this Contract has been authorized and fully executed by both the Owner and the Contractor.
2. pay for required construction permits or business license fees, labor, materials, equipment, tools, transportation, supervision, testing, etc., required to perform this Contract;
3. visit the Work site and obtain information to assist in familiarization with the Work site, its conditions and any limitations that would affect the performance of this Contract, including subsurface conditions;
4. have the right to rely on information contained in the Contract Documents, but shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner or its A/E;
5. be responsible for all construction means, methods, techniques, procedures and safety measures in the performance this Contract;
6. employ only persons skilled in the Work for which it is to do, employ an experienced superintendent to supervise the Work of its employees and subcontractors who shall be responsible for the acts or omissions of the Contractor's agents and employees or those of sub-contractors and their agents and employees acting on behalf of the Contractor;
7. not be responsible for the failure of any contractor, sub-contractor, vendor, or other project participant, not under a contract with the Contractor, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes.
8. have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Services in the State of South Carolina, the City of Charleston and as required by this Contract.

C. Owner's Rights and Responsibilities

In addition to any other rights and responsibilities contained in this Contract, the Owner shall:

1. provide the Contractor with available information regarding the Project and the immediate area where the Project is located;
2. pay the Contractor for acceptable Work performed, in accordance with the provisions of this Contract;
3. if the Contractor fails to begin Work within fourteen (14) calendar days of the DATE OF COMMENCEMENT as indicated in the Notice to Proceed, the Owner shall have the right to declare the Contractor in material breach of this Contract and terminate the Contract immediately without notice;
4. act as the A/E in the absence of a licensed design professional.

D. A/E's Rights and Responsibilities

In addition to any other rights and responsibilities contained in the Contract, the A/E shall:

1. represent the Owner during the construction process through final completion of the Project, and as requested during the warranty period. The A/E will act on behalf of the Owner only to the extent provided in these Contract Documents or otherwise agreed by the Owner;
2. make periodic visits to the site during construction to become familiar with the progress and quality of the Project and to determine if the Project is being performed in a manner indicating that the Project is generally progressing in accordance with the Contract Documents;
3. make recommendations to the Owner as to the acceptance or rejection of any portion of the Project and communicate the Owner's decision to the Contractor;
4. review and approve or reject shop drawings and samples submitted by the Contractor;
5. respond promptly to all requests for information or clarification from the Owner or the Contractor;
6. make the interpretation and decision on matters concerning performance under, and the requirements of, the Contract Documents, upon written request of either the Owner or Contractor, said interpretation or decision of the A/E shall be final, subject to the dispute resolution provisions of this Contract;
7. review periodic requests for payment, and approve or reject the request, in whole or in part;
8. prepare Change Orders or Change Directives as directed by the Owner.
9. if during the course of executing the Work, the Contractor encounters material believed to be of archeological significance, then the Contractor shall immediately stop Work in the affected area and report the finding to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the item of archeological significance has been removed by the Owner or the area has been rendered protected by the Owner.

ARTICLE 3 – CONSTRUCTION ADMINISTRATION

A. Shop Drawings and Samples
1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the A/E. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
2. The Contractor shall submit Not Applicable sets of Shop Drawings as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
3. The A/E will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.

B. Materials and Workmanship
1. The Contractor shall not use or allow the use of any asbestos-containing product.
2. The Contractor shall not use or allow the use of lead material in public water application. Lead-free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-free solder and flux is defined as containing less than 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.
3. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all materials shall be new, in first class condition, and installed using workmanship of the highest quality in accordance with the Contract Documents.

C. Inspection and Testing of Materials
1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by the City's building officials.

2. The Contractor shall leave uncovered all areas of Work that are called out in the Contract Documents to be left uncovered, or the A/E requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the A/E of the time requested for an inspection of these areas.

D. Substitutions

1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved in advance by the A/E.
2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without the prior written approval from the A/E, which shall be granted only with the concurrence of the Owner.

E. Changes in the Work

1. Only the Owner may authorize changes in the Work. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.
2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed Work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
   a. For the Contractor or subcontractor on Work performed by its own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0

   b. For the Contractor or subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

   c. To a first tier subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

   d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. Receiving and Storing Materials and Equipment

1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.
2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Delivery Order or manufacturer's printed instructions of each product.

G. Reports

1. The Contractor shall prepare Daily Progress Reports on a form provided by the Owner. Reports shall be submitted to the Owner on a weekly basis.

H. Time for Completion

1. Requests for time extensions shall be made promptly. Delays of the Work due to circumstances beyond the control of the Contractor shall be adequately documented and submitted to the Owner with any request for an extension of the time for the completion.
2. The time allowed for Substantial Completion includes five (5) calendar days per calendar month for delays due to inclement weather. Delays due to weather beyond the five days may be requested as a time extension to the time for completion. The Contractor shall submit job site weather data supporting the claim for an extension of time.
3. Should completion of the Work extend past the original or amended Contract Date of Substantial Completion, the Owner will retain as liquidated damages, and not as a penalty, the amount listed on Page 1 and reduce the Contractor's final payment by that amount.

I. Guarantees and Warranties

1. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other Work or property resulting from such defects for a period of one year from the Date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties shall be assigned to the Owner at no cost to the Owner and without the approval of the Contractor.
2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.

J. Use of the Site

1. The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined in the Contract Documents. The site must be maintained in a reasonably clean condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner, remove from the site all trash, debris, tools and equipment no longer needed for the Project.
2. The Contractor shall provide access to the site where the Project is being completed for representatives of the Owner, the Owner, the A/E and for all authorities having jurisdiction over the Project.

K. Taxes

1. The Contractor shall include in its Bid, and pay for, all taxes in effect or scheduled to go into effect at the time of bidding.
2. The Contractor's attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, contractors and subcontractors.

ARTICLE 4- PAYMENTS

A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

B. The Contractor shall make payments to subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Project, and a Construction Schedule, to be used by the A/E as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable Work completed based on the approved Schedule of Values and the A/Es' evaluation of the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the value of the Contractor's last payment until the Final Application for Payment is paid.

D. The Contractor's Final Application for Payment may be submitted when the following have occurred:

1. The Contractor has fully completed the Project which is the subject of this Contract, including the acceptable completion of all punch list items; and,
2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,

3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
4. The Contractor has completed all training and other startup/turnover support activities with the Owner's staff.

E. If the Project is completed to the satisfaction of the A/E, the A/E shall certify the Final Application for Payment and the Owner shall make final payment to the Contractor.

ARTICLE 5 – CLAIMS

A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.

B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.

C. Claims arising prior to the date the final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph, a party expressly waives its Claim.

D. Pending a resolution of the Claim, including any dispute resolution under this Contract, the Contractor shall proceed to perform as required by the Contract and the Owner shall continue to make payments in accordance with this Contract.

ARTICLE 6 – DISPUTE RESOLUTION

A. The parties agree to attempt in good faith to resolve their disputes arising from a Claim or controversy arising out of or relating to the Contract. To the extent that the parties are unable to reach a resolution, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or federal court located in Charleston County. The Contractor agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the Contractor pursuant to the Contract (including the Owner).

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

A. Owner's Right of Termination
   1. The Owner may, at any time, terminate the Contract, in whole or in part, with or without cause for the Owner's convenience, upon seven (7) days written notice to the Contractor.
   2. The Owner may, upon written consent of the Contractor, reinstate the terminated portion of this Contract in whole or in part if it is determined by the Owner, in its sole discretion, that it is necessary or advantageous to the Owner. Compensation shall be equitably negotiated by agreement between the Owner and Contractor.

B. Contractor's Right of Termination
   1. The Contractor may terminate the Contract if Work is stopped through no fault of the Contractor, or other persons performing Work, either directly or indirectly, for the Contractor, for a period of time exceeding ninety (90) consecutive calendar days due to a court order or other public authority having jurisdiction; or a National emergency which requires the Work to be stopped.
   2. The Contractor may, upon seven (7) days written notice to the Owner and the A/E, terminate the Contract for the reasons stated above and be compensated for Work completed and materials stored in accordance with the Contract Documents.

C. Owner's Right of Suspension
   1. The Owner may, at any time, suspend this Contract, in whole or in part, with or without cause, for such period of time as determined by the Owner;
   2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption of the Work, except that no increase will be granted for delays or

interruptions that are, or would have been, the responsibility of the Contractor or subject to an equitable adjustment covered under other provisions of the Contract.

ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

A. The Contractor is responsible for job-site safety and the protection of persons and property within the Work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.

B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, the Contractor shall immediately stop Work in the affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the material has been rendered harmless, removed or protected.

C. As to hazardous materials, this Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).

D. For the purposes of this Contract, the term "rendered harmless" shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

ARTICLE 9 – INDEMNITY

A. The Contractor shall indemnify and save harmless the Owner and the Owner's officers, agents, and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the Owner submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 10 – INSURANCE AND BONDS

A. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor's operations under the Work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.

B. The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
   1. Premises – Operations.
   2. Independent Contractor's Protective.
   3. Products and Completed Operations.
   4. Personal and Advertising Injury.
   5. Contractual, including specified provisions for Contractor's obligations.
   6. Broad Form Property Damage, including Completed Operations.
   7. Owned, Non-Owned and Hired Vehicles.
   8. Errors and Omissions.

C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the Contract:
   1. Commercial General Liability:
      a. General Aggregate (per project) $ 1,000,000

b. Products/Completed Operations	$ 1,000,000
c. Personal and Advertising Injury	$ 1,000,000
d. Each Occurrence	$ 1,000,000
e. Fire Damage	$ 50,000
f. Medical Expense (any one person)	$ 5,000

2. Business Auto Liability (including all owned, non-owned, and hired vehicles):

a. Combined Single Limit	$ 1,000,000
-OR-	
b. Bodily Injury & Property Damage (each)	$ 1,000,000

3. Workers Compensation

a. State	Statutory
b. Employer's Liability	$ 100,000 Per Accident
	$ 500,000 Disease, Policy Limit
	$100,000 Disease, Each Employee

D. The aggregate Limits of the Contractor's Insurance shall apply, in total for this Contract. This shall be indicated on the Certificate of Insurance as "Per Project", or in an attached policy amendment.

E. The Owner shall be listed as the certificate holder of the Contractor's Liability Insurance.

F. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25 and shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Contractor shall supply a written endorsement to the Contractor's general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor's liability insurance policy shall be primary, and that any liability insurance of the Owner shall be secondary and noncontributory. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner.

G. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under this Article or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the Contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of insurance shall be grounds for the immediate termination of the Contract.

H. Bonds

The Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. If the Contractor fails to provide the Owner with a properly executed Bond as required herein, Contractor shall be in material breach of its responsibilities under the Contract.

1. Bonds shall each be in the amount of 100% of the amount of the Contract.
2. The Surety providing the Bonds shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property–Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category " of "Class V" and in no case less than five (5) times the Contract amount. The Bonds shall:
   a. be issued by a surety company licensed to do business in South Carolina; and,
   b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
   c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
   d. display the Surety's' Bond Number.

I. Property Insurance

The Contractor shall purchase and maintain Builder's Risk insurance in the amount of the Contract Sum and all subsequent modifications on a replacement cost basis. The Contractor shall be responsible for any deductibles. Such insurance shall be maintained until final payment has been made.

ARTICLE 11 – CORRECTION OF WORK

A. The Contractor shall promptly, and with due diligence, correct Work rejected by the A/E or the Owner for failure to conform to the requirements of the Contract, whether such defective Work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient Work including additional testing and inspections and any compensation for A/E services and expenses involved.

B. If the Contractor fails to carry out the Work in accordance with the Contract Documents, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies it may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation to the A/E, if necessary.

C. The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

ARTICLE 12 – CONSTRUCTION BY OWNER

A. The Owner reserves the right to do Work with its own forces or award separate contracts for Work on the same project.

B. The Contractor agrees to allow access to the site by the Owner's workforce or separate contractor(s), and agrees to assist in coordinating the progress of the Work with the Owner.

C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 13 – SUBCONTRACTORS

If the Contractor engages subcontractors to provide Work on the Contract, then the Contractor shall include, or cause to be included, in the agreement with those entities, all provisions contained in this Contract. Subcontractors and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 14 – COMPLETION AND CLOSEOUT

A. The Contractor shall have completed the unfinished and defective Work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.

B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.

C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.

D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 15 – GOVERNING LAW

This Contract is entered into and shall be construed and governed in accordance with the laws of the State of South Carolina. Contractor and City shall: (1) submit to the jurisdiction of the state and federal courts located in Charleston County, South Carolina; (2) shall waive any and all objections to jurisdiction and venue; (3) and shall not raise forum non conveniens as an objection to the location of any litigation.

ARTICLE 16 - MISCELLANEOUS

A. The Contractor and Owner each bind themselves, their directors, officers, successors, executors, administrators, assigns and legal representatives to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract.

B. This Contract represents the entire and integrated agreement between the Owner and the Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.

C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.

D. Nothing in this Contract shall prevent the Contractor from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Services.

E. Unless otherwise included in the Contract, nothing shall require the Contractor to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.