City Hall
80 Broad Street
August 16, 2016
4:30 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Seekings

2. Approval of Minutes:

   a.) July 19, 2016

3. Bids and Purchases

4. CARTA FY2017 Budget

5. Police Department: Approval to submit the 2016 Hazard Mitigation Grant Program (HMGP) Application to the SC Department of Emergency Management in the amount of $128,078 for flood alert cameras and barriers. A City match is required in the amount of $42,693.

6. Mayor's Office for Children Youth & Families: Approval to submit the AmeriCorps Continuation grant (11VSSC002) to the Corporation for National and Community Service in the amount of $13,250 for Project Sponsorship. The Grantee share of $138,711 will come from site fees that each selected site hosting a VISTA pays to the City. Due to time constraints, this grant application was submitted on August 1, 2016. This is an after-the-fact approval.

7. Office of Cultural Affairs: Approval to accept the award from the Jerry and Anita Zucker Family Endowment Fund in the amount of $2,500 for the 2016 Piccolo Spoleto Festival Outreach Programs. No City match is required.

8. Parks-Capital Projects: Approval of a FEMA Hazard Mitigation Grant application (FEMA HMGP 4241) for the structural retrofit of the Huger Street Fire Station (FS#8). This grant would result in the full structural retrofit of the Huger Street station to meet or exceed current building code requirements including seismic, wind and flooding. New M/E/P systems would be installed in the process. All work would meet the Secretary of Interior's requirements for historic properties. The grant program is a 75/25 grant and would provide $2,902,232 in funding requiring a match of $967,411 ($3,869,643 project total). If selected, funding would be available the 1st quarter of 2017. There is no fiscal impact for this action. An approval of the grant application will only allow the Parks Department to submit the document to FEMA via the SC Emergency Management Division. However, the fiscal impact will occur if the grant application is approved for award.

9. Parks-Capital Projects: Approval of a FEMA Hazard Mitigation Grant application (FEMA HMGP 4241) for permanent back-up power generators at four fire stations: 2&3 (Cannon Street), 8 (Huger Street), 12 (Old Towne Road) and 17 (Johns Island.) This grant would result in new diesel generator sets with supplemental tanks suitable for at least one week of full power for each of the stations. This includes all design/permitting, required equipment and installation costs for the project. The grant program is a 75/25 grant and would provide $283,514 in funding requiring a match of $94,505 ($378,018 project total). If selected, funding would be available the 1st quarter of 2017. There is no fiscal impact for this action. An approval of the grant application will only allow the Parks Department to submit the document to FEMA via the SC Emergency Management Division. However, the fiscal impact will occur if the grant application is approved for award.

10. Parks-Capital Projects: Approval of Fee Amendment #1 to the Design Contract with Walker Concepts Architecture, LLC in the amount of $15,500 for the Charleston Police Department Team 4 Office Building. The amount includes studies and final design for modifying one bathroom in a unisex designation, providing full specifications in the project manual booklet, originally directed to be outlined specifications included as part of the drawings, replacing existing HVAC equipment and design modifications of ductwork, and a $500 increase to the original $1,000 reimbursable amount. Approval of Fee Amendment #1 will increase the Design Contract with Walker Concepts Architecture, LLC by $15,500 from $31,660 to $47,160 and thus over the $40,000 threshold. The funding source for this project is the 2015 Installment Purchase Revenue Bond ($1,750,000) and 2015 General Fund Reserves ($323,211).

11. Parks-Capital Projects: Approval of a Professional Design Contract with Evans and Schmidt Architects in the amount of $242,050 for the Fire Station #6 (Cannon Street) Retrofit. The Professional Design Contract will obligate $242,050 of the $375,349 project budget. The funding source for this project is: 2015 FEMA Hazard Mitigation Grant ($281,512) and 2015 Installment Purchase Revenue Bond ($93,837).

12. Parks-Capital Projects: Approval of a Construction Contract with KMD Construction, LLC in the amount of $3,381,009 for the construction of a new fire station in West Ashley in the Carolina Bay neighborhood. 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 action will institute a $4,372,059 project budget, of which the $3,381,009 construction contract will be funded. The funding sources for this project are: 2015 Installment Purchase Revenue Bond ($3,500,000), 2015 General Fund Reserves ($269,000), 2014 General Obligation Bond ($400,000) and 2013 Budget Amendment ($203,059).

13. Public Service: Approval of Amendment #4 of the professional services contract with Thomas & Hutton for Construction Engineering & Inspection (CEI) of Phase 1 of the Forest Acres Drainage Improvement Project in the amount of $579,175. Tasks include Project Management & Administration, Construction Observation, Material Testing, Pre-Construction Survey and Monitoring, and Public Outreach and Education.

14. Public Service: Approval of Amendment #5 of the professional services contract with Thomas & Hutton for design of Phase 2 of the Forest Acres Drainage Improvement Project in the amount of $657,850. Tasks include General Consulting and Project Management, Surveying, Study Phase, Analysis Phase, Design Phase, Permitting, and Property Acquisition.

15. Police Department: Approve Agreement between City of Charleston and James Island Charter High School for one (1) City of Charleston Police Department School Resource Officer to be assigned to the James Island Charter High School for the 2016-2017 School Year. James Island Charter High School shall reimburse the City of Charleston for the costs associated with the School Resource Officer.

16. Police Department: Approve Agreement between City of Charleston and Berkeley County School District for one (1) City of Charleston Police Department School Resource Officer to be assigned to Daniel Island Elem./Middle School for the 2016-2017 school year. Berkeley County shall reimburse the City of Charleston for the costs associated with assigning the School Resource Officer to the school.

17. Police Department: Agreement between City of Charleston and Charleston County School District for nine (9) City of Charleston Police Department School Resource Officers to be assigned to various Charleston County Schools for the 2016-2017 school year. Charleston County School District shall reimburse the City of Charleston for the costs associated with six (6) School Resource Officers.

18. Budget Finance and Revenue Collections: Approval of $5,000 contribution to help fund a monument honoring the families of those who have lost a loved one while protecting our freedom. The monument will be placed at Patriots Point. By approval of this contribution, Council is also approving a budget transfer in the amount of $5,000 from Community Promotions (620000 52924) to the above listed account.

19. Budget Finance and Revenue Collections: Approval to transfer funds in the amount of $350,000 budgeted for a City-wide traffic study in the Traffic & Transportation Department to the Planning, Preservation and Sustainability Department for the West Ashley Master Plan. Funds allocated for the City-wide traffic study will be repurposed to fund the cost of the West Ashley Master Plan. Additional funds will be budgeted in 2017 for the anticipated additional costs of the Master Plan.

20. Planning, Preservation and Sustainability: Approval to establish a contract in the amount of $47,000 with DPS Partners to review and revise, as necessary, the height zones for new development within the Historic District. Approval is required at least 5 days before payment can be made per State law.

21. The Committee on Real Estate: (Meeting was held August 15, 2016 at 5:00 p.m., City Hall, 80 Calhoun Street)

    a. Request approval for the Mayor to execute the attached Third Amendment to Agreement to Buy and Sell Real Estate whereas Flournoy Development Company,

COMMITTEE / COUNCIL AGENDA

3.)

TO: John J. Tecklenburg, Mayor

FROM: Amy Wharton, CFO **DEPT.** BFRC

SUBJECT: AQUATICS FEASIBILITY STUDY

REQUEST: Approval to process change order to add additional funds for previously approved Aquatics Feasibility Study with LS3P, 205 ½ King Street, Charleston, SC 29401. This is for an Aquatic Computer Model. Solicitation #15-P022R

COMMITTEE OF COUNCIL: Ways & Means **DATE:** August 16, 2016

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	☐	☐		☐
Procurement Director	X	☐		☐
	☐	☐		☐

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

If yes, provide the following: Dept./Div.: 900000 Account #: 52906

Balance in Account * Amount needed for this item **$9,000.00**

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: Total amount of the model is $19,000.00. The SC Department of Parks, Recreation and Tourism will be contributing $10,000.00 and we will contribute $9,000.00. With approval, Council will approve the transfer of funds from the emergency fund to cover this expense.

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.

LS3P

Additional Services Authorization
Agreement Revision No. 1
August 5, 2016

Project: Aquatics Feasibility Study
Project No: 1600-153530
In accordance with agreement dated: December 4, 2015
between LS3P ASSOCIATES LTD and
Owner: City of Charleston

The Owner has requested from LS3P ASSOCIATES LTD. The following services that are in addition to the original agreement dated above.

LS3P and our consultant Councilman Hunsaker will produce a 2-minute fully narrated video for marketing and to be used as the "Promotional Experience". LS3P will further develop the Revit 3-D Model as needed to support Councilman Hunsaker to produce the fly-throughs. The video is intended to be used to fundraise and to promote amenities and activities available at the facility.

The video will require up to 6-weeks to complete upon approval of this additional service request in writing.

This Additional Service Authorization reflects the time and expenses necessary to complete the associated tasks. The additional cost of this service: $19,000 will be added to the previous contract sum. Reimbursable expenses will be included as needed.

Original Contract Sum – Phase One Only	$75,000
Previous Additional Service Authorizations	$0
The Contract Sum previous to this Authorization	$75,000
The net increase of this Authorization	**$19,000**
The new contract amount including this Add Service Authorization	$94,000

The Schedule to perform this work is: **6-weeks**

Offered by:

David Burt, AIA
VP / Principal
August 5, 2016

Authorized by:

Date:

This Authorization is not valid unless signed by both Architect and Owner.
Work will not commence until this form is signed by Architect and Owner and it is verified that the owner is current on all outstanding invoices.

JOSEPH P. RILEY, JR.
MAYOR

City of Charleston

VANESSA TURNER-MAYBANK
CLERK OF COUNCIL

South Carolina

Clerk of Council Department

December 7, 2015

Mr. Stephen Bedard, CFO
City of Charleston
116 Meeting Street
Charleston, SC 29401

Re: BIDS AND PURCHASES

Dear Mr. Bedard:

The Committee on Ways and Means and City Council, at their respective meetings on November 24, 2015, approved the following items in Bids and Purchases:

RECREATION DEPARTMENT: **ACCOUNT:510000-52206** **APPROPRIATION: $ 75,000.00**
Approval to establish a contract for an Aquatics Feasibility Study with LS3P, 205 ½ King Street, Charleston, SC 29401. Solicitation #15-P022R. (*One (1) original to Steve Bedard; One (1) original to Laurie Yarbrough, Two (2) originals to Gary Cooper, and One (1) original will be retained in the Clerk's office.)*

Sincerely,

Jennifer Cook
Assistant Clerk of Council

Enclosures: As Stated

c: Mayor Joseph P. Riley, Jr.
Amy Wharton, Assistant Chief Financial Officer
Laurie Yarbrough, Recreation Department *w/one (1) original Document)*
Gary Cooper, Director of Procurement (w/two (2) original Documents)
Theron Snype, Minority Business Enterprise

4.)

CARTA

Charleston Area Regional Transportation Authority

Fiscal Year 2017 Budget

Recommended for Approval 7/20/16

CARTA
FY2017 Proposed Budget

	FY16 Budget	Proposed FY 17 Budget	Variance
Revenues			
Farebox	2,696,890	2,696,890	0
Passes	661,941	585,388	(76,553)
COC Shuttle	452,580	452,580	0
MUSC	807,000	807,000	0
City of Charleston - DASH	978,390	516,600	(461,790)
City of North Charleston	1,442,330	1,151,630	(290,700)
NASH	300,000	-	(300,000)
Partnerships	100,000	-	(100,000)
Federal	12,161,349	18,279,154	6,117,805
State Mass Transit Funds	418,099	661,636	243,537
Sales Tax - Charleston County	7,927,250	8,147,000	219,750
Charleston County - Intermodal	-	1,241,870	1,241,870
Advertising	700,000	825,000	125,000
Interest	300	300	0
Montague Ave. - Proceeds from Sale	2,769,320	-	(2,769,320)
Insurance Proceeds	70,000	-	(70,000)
Miscellaneous	1,850	-	(1,850)
TOTAL REVENUES	31,487,299	35,365,048	3,877,749
Expenditures			
Staff Salaries & Benefits	645,225	147,327	(497,898)
Supplies	45,000	15,000	(30,000)
Printing	100,000	100,000	0
Marketing	60,000	70,000	10,000
Automotive	9,600	2,880	(6,720)
Accounting (Auditing)	26,040	20,000	(6,040)
Postage	2,750	2,500	(250)
Dues/Memberships	2,525	1,100	(1,425)
Facility Maintenance	75,000	-	(75,000)
Training/Travel	2,000	2,000	0
Office Equipment Rental	19,600	17,496	(2,104)
Office Equipment Maintenance	16,000	18,000	2,000
Rent	7,466	11,963	4,497
Communications	26,000	105,500	79,500
Utilities	9,990	10,500	510
Advertising	7,500	5,500	(2,000)
Public Notices	5,000	3,500	(1,500)
Money Counting	60,000	6,000	(54,000)
Professional Services:	60,000	36,000	(24,000)
Contract Services	-	850,000	850,000
Paratransit Certification	-	31,000	31,000
Low Income Fare Determination	37,000	-	(37,000)

CARTA
FY2017 Proposed Budget

	FY16 Budget	Proposed FY 17 Budget	Variance
Bus Shelter Cleaning	42,708	-	(42,708)
Vehicle Maintenance	376,000	376,000	0
Operating Fees & Licenses	15,000	17,000	2,000
Insurance	527,595	538,147	10,552
Fuel	1,250,000	1,300,000	50,000
Fixed Route	12,668,680	12,084,000	(584,680)
Paratransit	2,272,001	2,282,343	10,342
Miscellaneous	12,500	12,500	0
Intermodal Infrastructure - Construction	7,211,650	11,467,500	4,255,850
Rolling Stock	4,529,933	1,866,627	(2,663,306)
Support Vehicles	-	250,661	250,661
Bus Shelter Construction/Bench Install	70,000	668,864	598,864
Security Cameras	70,000	344,084	274,084
Fareboxes	-	1,000,000	1,000,000
Signage	10,000	70,015	60,015
Automated Vehicle Locator	-	919,237	919,237
Capital (IT, Facility Repairs/Maint)	687,215	250,000	(437,215)
Engineering	95,850	50,000	(45,850)
Trolley (FTA Payback)	19,667	-	(19,667)
Intermodal Facility (FTA Payback)	411,804	411,804	0
TOTAL EXPENDITURES	31,487,299	35,365,048	3,877,749
Excess (Deficit) of Revenues Over (Under) Expenditures	-	-	

CARTA
CHARLESTON AREA REGIONAL TRANSPORTATION AUTHORITY

MEMORANDUM

TO: Board of Directors

FROM: Robin W. Mitchum, Finance Manager RM

SUBJECT: FY16/17 Budget

DATE: July 20, 2016

Please find attached the FY16/17 Proposed Budget for your consideration. The FY16/17 Budget is approximately 11% or $3,877,749 increase over the FY15/16 Budget.

Revenues

The majority of the changes in revenue are reflected in federal revenue. This revenue line includes funding for the intermodal facility construction, bus & bus facilities and other capital items. A more detailed explanation of line item changes includes:

- Federal - The increase reflects the drawdown and utilization of the Intermodal Center funds.
- State Mass Transit Funds – This increase reflects the return of State Mass Transit funds to CARTA. As you may recall, CARTA previously gave up its annual allocation of state mass transit funds for a multi-year period in exchange for a lump sum which was used to reduce its operating deficit.
- Sales Tax-Charleston County – The increase in this line item reflects the actual County contribution from the sales tax program.
- Pass Sales – We have revised this line item to be more consistent with the rate of pass sales we are seeing in the current fiscal year.
- City of Charleston DASH – We have increased this amount by 5% which is the amount annual increase we previously discussed with the City's former Finance Director. We have not yet met with the City to determine if the new administration will support the concept of an annually renewing contract with an annual increase. However, I am hopeful that with the new DASH vehicles scheduled to arrive in September as well as some of the other planned improvements, the City will see positive change and agree to support the increase.
- NASH- The change in this line item represents the loss of revenue from Boeing. Boeing committed to 3 years of grant funding and that commitment ended in May of this year.

- Charleston County Intermodal – This line item includes the previously county provided funds that are earmarked for the Intermodal facility. We anticipate that these funds will be utilized during the upcoming fiscal year.
- Partnerships- The elimination of this line item is due to the fact that we do not currently have any funding partners who are not identified on an existing line item.
- Montague Ave. – This is a not recurring line item.
- Advertising – This line item increases the goal for our advertising sales executive and is based on this year's current projections.
- Insurance proceeds – In accordance with Governmental Accounting Standards, this should be included as a revenue source.

Expenditures

The majority of the changes in expenditures are reflected in the capital expenses related to the intermodal facility construction, bus & bus facilities and other capital items. A more detailed explanation of changes is as follows:

- Staff salaries and benefits – The decrease reflects the transfer of the majority of the staff under the COG umbrella. The salary and benefits of these employees will be split between CARTA, the COG and TriCounty Link. This is consistent with the consolidation study's recommendations and our goal to better market and sell both transit systems to the region. We did not transfer those employees whose efforts remain 100% affiliated with CARTA operations.
- Supplies – We have been able to substantially reduce the cost of supplies by shopping around for better pricing on some items as well as taking advantage of various discount programs available to the agency for basic office supplies.
- Automotive – This line item was reduced to reflect the actual cost which we are seeing this year.
- Accounting- This line item is adjusted to reflect the change in accounting services rendered. Those services are no longer needed.
- Postage – This adjustment reflects savings resulting from changes in how we process postage.
- Dues/Memberships – This reduction reflects the current memberships of the agency. I am recommending we wait another year before we consider expanding memberships into other organizations. The COG, through the CHATS MPO, will maintain a membership in APTA which will give us continued access to any needed member benefits at APTA.
- Facility Maintenance – We have eliminated the contract service for facility maintenance and included those services in the Intergovernmental Agreement with the COG and TriCounty Link.
- Training/Travel – This line item remains the same. However, staff will be attending any necessary FTA or other training under the Intergovernmental Agreement.

- Office equipment rental – We have identified some costs that were incorrectly being classified as rental costs when they should have been classified as maintenance cost.
- Office equipment maintenance – We have reflected some annual costs that were previously being incorrectly classified as equipment rental.
- Rent – We have adjusted this line item to reflect a change in the low income fare determination program where CARTA is now providing the staff resources for this activity and is renting space at the SCWorks Center. Previously, we paid for contract staff to perform the certification and the space was provided at no cost. Overall, we eliminated a $37,000 contract and incurred a lease agreement for $3,563.
- Communications - The communications line item increases substantially due to an upcoming change in technology and the service provider. CARTA's radios currently function using an analog format and a City of Charleston radio tower. However, the City is continuing to transfer all of its communications to a digital format which uses the Charleston County digital network system. Therefore, we will have to eventually transition our radios over to the digital format and the County system. The County has an established fee per radio that all system users must pay for using their system. The increase in the line item reflects the increase in costs for utilizing the county's system. Our radios can work on the new system and the time to make the transition is almost instantaneous. We have met with the County's communication staff and insured we have a good understanding of the transition process. We have budgeted the cost of the change for the entire fiscal year. However, since our current radios meet our needs without any problems, we will wait to transition over until the City notifies us that they will no longer be able to provide service. This line item also includes funding for new, updated tablets to be utilized in the new paratransit vehicles.
- Utilities – This line item was adjusted to reflect projected cost in the new fiscal year.
- Advertising – This line item was adjusted down as we do not expect as many advertisements being placed in the new fiscal year.
- Public Notices - This line item was adjusted down as we do not expect as many public hearings in the new fiscal year.
- Money Counting – This line item was decreased to reflect that savings from our customer service staff performing the counts as opposed to outside contractors.
- Professional Services – This line was reduced based on our projected need for outside professional services in the upcoming fiscal year.
- Contract Services – This is a new line item that includes management services and all other services that are provided by the COG under the intergovernmental agreement. Services include professional services such as financial management, planning, marketing, advertising sales, print management, customer service, website maintenance and IT support. Other services include sign installation and maintenance, trash pickup, shelter maintenance and

cleaning and facility maintenance. Providing these services directly allows us to respond more quickly as well as it provides us with a better understanding of issues and how best to address them going forward. The $850,000 projected budget for this line item is approximately $180,898 in cost savings for combined services over FY15/16.

- Paratransit Certification – This line item includes the estimated costs of performing the paratransit certification process. Transdev will continue to perform this service and we are simply creating a separate line item so we can better track the trends associated with the process.
- Low income Fare Determination – The elimination of this line item reflects a change in how we meet this requirement. We will perform this service with existing staff rather than using a contractor.
- Bus Shelter Cleaning – The elimination of this line item reflects the decision to perform this service under the intergovernmental agreement.
- Vehicle Maintenance – We have chosen to leave this line item at its current level despite an aging fleet. We chose to do this because we will be replacing the vehicles in DASH fleet, the paratransit fleet and the support vehicle fleet during the current and upcoming fiscal year. Therefore, we should see reduced maintenance costs in these three subsets of the fleet.
- Operating Fees and Licenses - This line item increased due to expected costs associated with obtaining license tags and registrations for new replacement vehicles.
- Insurance – This line item increased due to an expected increase in costs associated with changes in the fleet during the upcoming fiscal year.
- Fuel – this line item increased slightly to provide some additional coverage in case the price of fuel increases in the new fiscal year.
- Fixed Route – the line item is adjusted to provide a more realistic estimate regarding the cost of providing fixed route services during the upcoming budget year.
- Paratransit – This line item was increased slightly to account for some growth in the ridership and costs associated with providing tele-ride service.
- Intermodal Infrastructure Construction – This line item was increased because we anticipate a substantial portion of the facility construction occurring during the fiscal year.
- Rolling Stock – This line item reflects the amount of funds we anticipate having available for the acquisition of rolling stock during the fiscal year.
- Support Vehicle – This line item includes grant funds which were previously identified from the acquisition of support vehicles which are used by Transdev to change drivers in the field at the beginning and end of their shifts. It also includes a service vehicle to be used by Transdev to make road calls.

- Bus Shelter Construction/Bench Install – The increase in this line item includes previously awarded grant funds for the installation of benches as well as the installation of new bus shelters.
- Security cameras - The increase in this line item reflects the utilization of previously awarded grant funds to install cameras in all CARTA vehicles which transport passengers.
- Fare boxes – This line item includes funds provided by CHATS to aid CARTA in the replacement of the aging Fare box system.
- Signage – This line item is increased to provide additional signage throughout the system. For example, this line item will be used to install schedule holders at existing bus shelters.
- Automatic Vehicle locator – This line item is added to allow CARTA to purchase an updated AVL system which will provide dispatchers and customer service with more accurate information on the physical location of vehicles. In addition, it will allow for the creation and utilization of more accurate bus tracker systems and the creation of an effective mobile app.
- Capital – This line item was reduced to the projected level of spending we anticipate occurring in the upcoming year. There are a number of items which need to be addressed.
- Engineering – The line item was reduced to reflect funding available to obtain professional services related to facility maintenance and bus shelter installation.
- Trolley (FTA Payback) – This line item is no longer required as the payment has been made.
- Intermodal Center (FTA Payback) – This line item reflects the required payback of FTA funds which were previously expended on the original intermodal site.

As we are still several months away from the start of the new fiscal year, this budget is going to be subject to revision. We will continue to monitor the budget to insure revenues and expenditure remain aligned and we will make recommended revisions as necessary.

If you have any questions, please contact me at 843-529-0400 ext. 213 or robinm@bcdcog.com.

COMMITTEE / COUNCIL AGENDA

5.)

TO: John J. Tecklenburg, Mayor

FROM: Amy Wharton **DEPT.** BFRC

SUBJECT: POLICE DEPARTMENT- SC DEPARTMENT OF PUBLIC SAFETY

REQUEST: To submit the 2016 Hazard Mitigation Grant Program (HMGP) Application to the SC Department of Emergency Management In the amount of $128,078 for flood alert cameras and barriers.

COMMITTEE OF COUNCIL: W&M **DATE:** August 8, 2016

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	☐	☐		☐
Police Department	☑	☐		☐
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:

A city match is required in the amount of $42,693.

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.

2016 HMGP Application Detail

Past Damages:

-In this section, describe all past damages from hazardous events (include name of storms if applicable) in the project area. Include presidentially declared disasters as well as events that did not result in a Presidential declaration.

•For assistance, reference the NOAA's National Climatic Data Center here: http://www.ncdc.noaa.gov/stormevents/

•Do not list country-wide or community-wide damages.

•Damages described must be site specific.

•Include information for as many past incidents as possible.

•Attach any supporting documents, i.e. proofs of loss, PW's, force account logs.

•Direct costs should include damages to structures and infrastructure in the project area as a result of the hazard.

•Indirect costs should include the cost to the local government to respond to victims of the hazard in the project area, any interruption to local businesses, and losses of public services.

•For Acquisitions and Elevations, provide an overview in this section and specific damages to each property in the Individual Property Worksheets.

Use the below table to describe past events (by date) that resulted in damage; describe damages, including direct and indirect damages and costs.

Date	Duration (days)	Loss	Description
Under development			
Under development			

Additional Comments:

-Provide any additional details regarding past events.

Population Affected:
-Provide the number of each type of structure listed above in the project area. Include all structures in the project area

	Count
Residential Properties	12, 012 structures
Businesses / Commercial Properties	120,681 structures
Public Properties School / Hospitals / House of Worship	1,852 structures
Total	134,545 (2012 / 2009 buildings data)

Hazards to Mitigate:
-List the type of hazards the proposed project will mitigate (i.e. Wind, Seismic, Flood, Fire).

The proposed project would mitigate flooding hazards. The sources of flooding hazards in the project area are hurricanes, rainfall flooding, tidal flooding, and sea level rise.

Level of Protection:
-Fill in the level of protection the proposed project will provide. List data in Flood Levels (10, 25, 50, 100... mph winds) or Mercalli Scale Earthquake (1-12). For example: 23 Structures protected against the 100-year (1%) flood.

Useful Life of the Project: 5 years
-Number of years proposed project will provide protection against the hazard(s) above.

The proposed project would involve the purchase of flood cameras, street signage and barricades. The useful life of the flood cameras are 5 years (see attached manufacturer warranty).

Project Type Standard Value Acceptable Limits (documentation required) Comment Miscellaneous Equipment Projects 2 2–10 Small, portable equipment (e.g., Equipment Purchases computer) 30 5–30 Heavy equipment

FEMA BCA REFERENCE GUIDE
https://www.fema.gov/media-library-data/20130726-1736-25045-7076/bca_reference_guide.pdf

LLC and the City agree to extend the time for closing on the property. The property owner is Flournoy Development Company, LLC. (TMS: 421-11-00-058, 421-11-00-063; 19 Folly Road, 25 Folly Road)

b. Request approval for the Mayor to execute the attached Third Lease Amendment whereby the Lease between the City and Dee Norton Lowcountry Children's Center, Inc. shall terminate 30 years following the execution of this Amendment. The property owner is the City of Charleston. (TMS: 463-15-02-096; 1061 King Street) [Ordinance]

c. Request approval for the Mayor to execute the attached Purchase and Sale Agreement whereas the City intends to purchase 113 Calhoun Street from Sustainability Institute in accordance with the Removal of Right of Reverter with Conditions Agreement for the amount which shall not exceed $300,000. The property owner is the Sustainability Institute. (TMS: 458-01-01-086; 113 Calhoun Street)

d. Request approval of the Ordinance and related Public Infrastructure Improvements Agreement between the City of Charleston and Horizon Project Foundation, Inc. The property owners are City of Charleston and MUSC Foundation. (TMS: Multiple; WestEdge District (aka Horizon District) (Ordinance)

e. Request approval for the Mayor to execute the attached Parking Agreement with the South Carolina State Ports Authority (SCSPA) relating to the Concord Garage. The property owner is City of Charleston. [TMS: 458-09-02-068; 1 Cumberland Street (Concord Parking Garage)] (Ordinance)

f. Consider the following annexations:

    1. 4 Forest Creek Court (TMS# 358-07-00-034) 0.34 acre, West Ashley (District 10). The property owners are James Lynch and Hannah Lynch.

    2. 303 Stinson Drive (TMS# 350-09-00-100) 0.35 acre, West Ashley (District 5). The property owner is Richard Benson.

Scope of Work:

Description of the Problem:

Over the past 50 years, Charleston, South Carolina has witnessed increasing vulnerability to tidal flooding, rainfall, and sea level rise hazards. The cost of natural hazards grows as population and development in the Charleston MSA increase. In particular, population growth has severely affected Charleston's roadway capacity. For example, traffic has increased 281% in the past decade on vital access roads to the downtown MUSC, Roper, and VA hospital complexes. The elderly and student populations have increased with the overall population boom. In fact, the tri-county (Berkeley-Charleston-Dorchester) area has seen a 48% increase in Millennials and gains about 43 citizens daily. These individuals have no recent memory of major hurricane flooding events and evacuation procedures. Furthermore, flooding inhibits access to the City's vulnerable populations. Despite its resort-like reputation, 10% of Charleston's population lives in flood-prone subsidized housing. In addition, 40% of the City's elderly and disabled would require direct evacuation assistance. Therefore, roadway blockage from flooding, however moderate, generates a loss of critical functions and access. The City of Charleston has been engaged in extensive resilience planning and resource coordination to mitigate flooding. Below is a detailed description of the multi-hazard problem that flooding presents to roadways and critical infrastructure access in Charleston, SC.

Rainfall Flooding Hazard

Charleston is seeing an increase in severe storms and rain bursts. As a low-lying, coastal municipality, community investments are susceptible to flooding. To illustrate, an additional 3ft of rainstorm flooding above MSL covers 72 miles of roads countywide. Many of these roads connect access to the City's healthcare, commercials, and public-service sites. For example, rainfall flooding from a Category 3 hurricane would inundate 6 of 14 fire stations. Less severe rainfall flooding closes access to Medical University of South Carolina (MUSC), Roper and the VA hospitals and typically 2 fire stations, 2 times or more each year. Rainfall flooding, particularly when coupled with one or more factors such as hurricane storm surge, sea level rise, and high tides, exacerbate the conditions described above.

In its most recent disaster, Charleston experienced 3 record tides with rainfall flooding of 24-36 inches. In October 2015, the City of Charleston exceeded a 500 year flood record, topping 16" of rain over 4 days. Charleston County was declared a federal disaster area for the 6th time since 1965. The City of Charleston closed operations for 1 day, schools closed for 2 days, and access to the peninsula was closed for 2+ days. At one point, the City closed 61 roads and road segments. Citizens totaled vehicles when driving into flooded intersections, a fire truck was lost, 3 main entry/exit points to the Port of Charleston were blocked, and access to MUSC was closed.

Tidal Flooding Hazard

At its lowest point, Charleston lies at elevation 4ft MSL (mean sea level) and has witnessed the onset of sea level rise (SLR) and "king" (perigean) tides. This is an ever-increasing threat to homes, businesses and economic drivers to one of the 3 fastest growing metropolitan areas on the Atlantic coast.

According to a NOAA report, Charleston averaged fewer than 5 flooding days annually from 1957 through 1963 but, averaged more than 23 flooding days annually from 2007 through 2013. Charleston experienced 33 flooding days in 2014 and well over 33 just the first half of 2015 alone. The City expects 38 astronomical high tides in 2016. The City has invested in major drainage projects to mitigate the "Crosstown," a critical 6-lane highway that floods when high tides prevent stormwater from draining into the Atlantic. As demonstrated, king tide flooding is a frequent threat to life, property, and commerce in Charleston.

Sea-Level Rise Flooding & Soil Subsidence Contributing Factors

Sea level rise and the resulting soil subsidence are contributing factors to local flood hazards. Using the best science available, the City adopted a conservative planning factor of 1.5-2.5 foot increase over the next 50 years in its Sea-Level Rise Strategy. These SLR projections, combined with frequent king tides and rain events, make rainfall flooding an increasingly serious shock.

In conclusion, flooding is a frequent, severe, and worsening threat to property, commerce, and public services in the City of Charleston. Rainfall flooding threatens and ages the over 200 sites in the US National Historic Registry and risks the $3.8 billion annual service/tourist economy. It chokes the nation's most efficient deepwater port and prevents access to the #1 regional employer and medical service provider, MUSC. Commuters, new residents, students, and tourists have little understanding of the risks that flooding poses to life and property. Flow-rates, submerged obstructions, and wake are all factors that affect passage. Drivers, whether they are typical commuters or public safety officers, are unable to know the full extent of a flooded area's risks. Furthermore, citizens underestimate the risk their own presence poses to others when they attempt passage of the flooded roadways. A method of alerting drivers could significantly deter attempts to pass unsafe areas and could therefore reduce the rate of loss to property and access.

Description of the Solution & Mitigation Proposed

-3500 Characters-Describe the proposed scope of work to accomplish this project.

A rainburst and incoming tide can inundate the City of Charleston within hours. National Weather Service (NWS) advisories alert citizens to the threat of floods but, the scope of the alert across the large Charleston County is not practical data when deciding which roads to take or, if it is even safe leaving the home or office. Flooding is so frequent in Charleston that advisories go unregistered by many citizens. Conversely, it floods so often that citizens must work with and around the rising waters on at least a bi-monthly basis. Therefore, an effective alert system in the Charleston area would require a simple project design that is both adaptive and hyper-local. The proposed Flood Detection & Alert Project would reduce loss-of-function to critical roadways and mitigate vehicular damages for businesses and commuters.

As previously described, the City is threatened by rainfall, tidal, and soil subsidence flooding. These various types of hazards typically occur together and impact thousands of citizens, businesses, and public services in the Charleston area on approximately a bi-monthly basis. Each flooding event triggers

an exodus of commuters, inundates or stalls vehicles, and blocks intersections. Collectively, these result in vehicular damages and loss of road function citywide.

At the conclusion of the October 2015 flooding disaster, the director of the SC Department of Insurance estimated that vehicular flood claims from the incident period would meet or exceed $100 million for insurers statewide. The vehicular flood damages listed in this application reflect the claims for City Fire and Police vehicles. From 2013-2015, the City has posted over one million dollars in flood claims for these two departments alone. This amount serves an indication for the amount of loss by private citizens and business that experience flood damage each and every year.

The Flood Detection and Alert Project is a complementary solution to the city's ongoing mitigation projects, a solution designed to meet the growing transportation needs of businesses and citizens. The City of Charleston attracts thousands of commuters from the greater Charleston area. The 2000 Census estimates that there were approximately 218,342 individuals 16 and older in the Charleston-North Charleston Urban Area workforce. Cars, trucks or vans were the preferred method of transportation. In 2000, over 90% of commuters used individual vehicles. It is unlikely that there has been a significant change in these proportions over the past 16 years. Most importantly, the population has increased significantly in Charleston, Dorchester, and Berkeley Counties. The City of Charleston lies within two of these counties. By 2010, the population in Berkeley and Dorchester counties had increased by over 20% in 10 years and continues to boom today. In conclusion, the state and city's current transportation and stormwater projects simply cannot finish fast enough. A complementary system to alert and guide drivers would divert traffic away from the riskiest areas.

The geographic scope of the proposed project, detailed in the proceeding section, would be the jurisdiction of the City of Charleston, parts of Charleston County, and SC State roadways.

The proposed camera and remote sensor locations are listed below. All installations would be within the City of Charleston jurisdiction but may be placed within Charleston County lines or along hurricane evacuation routes (some evacuation routes suffer from heavy flooding). These locations are subject to change based upon a needs analysis and remote connectivity study.

1. Ashley Ave and Bennett
2. Lockwood Dr and Wentworth
3. King St and Huger
4. Vanderhorst St and Thomas
5. Central Park and Riverland
6. Ft. Johnson and Folly
7. Hwy 61/17 split (before Wesley)
8. Muirfield Pkwy and Par Dr
9. Main Rd near Limehouse Bridge
10. Winners Circle and Bee's Ferry
11. Muirfield Pkwy and Par Dr
12. Main Rd near Limehouse Bridge
13. Winners Circle and Bee's Ferry

The services scope of the project is even larger. Business vehicles, commuters, tourists, and patients drive from as far as Summerville, Georgetown, and Hollywood each day. The ability to quickly and accurately detect flooded roadways, re-direct drivers to marked routes out of or around inundated intersections, or to advise owners to shift their business hours altogether would greatly reduce vehicle damages and traffic jams. This form of mitigation would benefit all drivers in the Charleston area.

The public was informed of this proposal at the August 16th Charleston City Council Meeting [see attachment]. The agenda for the City Council Meeting is attached and was made available for public comment on the City website www.charleston-sc.gov prior to and during the meeting.

Description of Proposed Project:
Introduction:

The City of Charleston requests funding in the amount of $170,770 to leverage a multi-faceted flood detection and alert system. The City is comprised of a network of peninsulas, barrier islands, solid ground and filled land. It is connected by outdated networks of bridges and roads built over former creeks and drainage points. The proposed flood detection and alert system will alert law enforcement to effectuate timely road closures and will provide citizens with the knowledge needed to navigate away from flood hazards. Together, the detection and alert system will enhance traffic flow during tidal and rainfall flooding. It will also decrease property loss to public and privately-owned vehicles attempting to navigate flooded streets. The resulting impact would reduce roadway loss-of-function and property loss.

Proof of Concept:

Cities across the United States are investing in flood detection and alert systems. For example, the city of Houston, TX has contracted with Rice University to produce a flood alert system that focuses on the Houston Medical Center and its environs. This system, which uses rainfall radar, local topographic models, simple on-the-ground cameras and gauges, and a single webpage, has been a tremendously helpful decision-making tool.

Charleston is very close to having an alert system like the one in Houston, Texas. The City of Charleston is a member of the Charleston Resiliency Network (CRN), a consortium currently developing hyper-local topography models to better predict flooding and drainage. Rainfall radar could be easily projected on the models developed by its NOAA-funded project [see attachment]. The on-the-ground detection, alerts, and traffic redirection are project components that the City of Charleston is uniquely qualified to deliver through its Municipal Emergency Operations Center (MEOC) and traffic-safety officers. If awarded, this project would support the purchase of flood gauges and markers, high-ground detour signage, deployment trailers, and cameras to better monitor and divert drivers out of harm's way. Moreover, the threshold and warning dissemination components of this flood alert project could function independently of the CRN models.

Roadways Mapping Tool:

In 2014, the City of Charleston GIS department developed a mapping tool for citizens and first responders to reference for construction lane closures. Later, it became a platform to display road closures for major flooding events, e.g. when storms and king tides coincide. The tool has been invaluable for media outlets who publicize closures to the public, public safety officers (Fire and Police), and medical personnel who must navigate and barricade the flooded and jammed roadways. It is now a proposed component of the Flood Detection and Alert Project.

Below is the link to view the application:

http://gis.charleston-sc.gov/road-closures/

http://gis.charleston-sc.gov/road-closures/map.html

This tool was proved particularly useful during the 2015 Flood disaster period and prompted the discussion for a larger Flood Detection and Alert System for the area. By combining the road closures application with flood sensors and flood monitoring cameras, the City of Charleston would be able to show flooded roadways for every event, big and small, in this convenient platform.

Automation of the Road Closures Tool would require historical flood data, flood cameras, and flood sensors. It would be flexible in two ways. First, the cameras would allow the City to remotely monitor frequently flooded intersections. This in turn would free officers to leave inundated intersections and begin rerouting traffic. Secondly, the flood sensor/flashing signage would detect rising water in variable areas of the city where flooding is temporarily expected to worsen, e.g. near blocked culverts [see attachment]. The sensors could then add interactive points to the Road Closures Tool (for networked data). The current landing page would be tailored to flooding and resulting closures for public access and use by SCDOT. An added benefit to a central, automated Flood Alert/Road Closures Tool is the ability to quickly communicate when roads are safe to use.

Traffic Redirection:

The Flood Dectection and Alert Project would also include basic materials required to guide vehicles away from inundated areas. Based upon the historical flood and sensory data, the City of Charleston Police would erect traffic barricades in flooded roadways and deploy detour signage to keep traffic moving. Additionally, the project would include designing and erecting "flood route" signage for other drivers attempting to navigate out of the peninsula and into the surrounding barrier islands.

Flood Warning Project Schema:

Detection: Currently, the City of Charleston works closely with the NWS on rainfall threats and storm detection.

Forecasting: Presently, NWS forecasts, tidal information, and the Road Closures Tool's spatial features are analyzed at the MEOC to determine the flooding threat.

Thresholds: Through the use of project cameras, fixed flood depth markers and flood depth warning flashers [See: Budget Detail-Supplies], the MEOC would determine if flooding thresholds have been exceeded.

Warning Dissemination: The MEOC would effectuate a phased road closure plan. First, the MEOC would issue road closure alerts, information on established flood detour routes, and flood warnings. Simultaneously, traffic officers and public safety crews would deploy cones, barricades, and portable flood gauges for closed and at-risk intersections [See: Budget Detail-Equipment]. These preparedness measures would mitigate the costs of congestion, vehicle flooding, and critical infrastructure blockage.

Cost Line Items:

Please specify any project costs that aren't worksheet or site-specific (since those costs will be specified in the individual worksheets).

Phased Project: No / Yes (If this project is to be done in 2 phases - A and B.)

Type	Description	Qty	Unit	Price	Pre-Award	Total	
Supplies	Barricades with Reflective Stripes (10 Pack)	10	Each	$143.94	$0	$1,439	
Supplies	Flood Depth Warning Flasher	10	Each	$1627.50	$0	$16,275	
Supplies	Flood Guages & Markers & Signage (10 packs of Each Type)	10	Each	$971.07	$0	$9,711	
Equipment	Flood Monitoring Cameras Hardware & Software	1	System Add-On	$123,210.16	$0	$123,210	
Equipment	Barricade-Cone Trailers	2	Each	$10067.72	$0	$20,135	
Application Total							$170,770
Grand Total							$170,770

Strategic Funds Management Initiative: Does this project qualify for SFM? **No**/Yes

Funding Sources

Method:	By Amount	Funding Source / Other Agency
Estimated FEMA Share:	$128,078	HMGP Federal Share (75%)
Estimated State Share:	$0	Not Applicable
Non-Federal Share - Estimated Local Share (Include In-Kind Value):	$42,693	2017 City of Charleston General Fund (25%)
Estimated Other Agency Share:	$0	Not Applicable
Other Non-FEMA Federal Funds (Do Not Include In Total):	$0	Not Applicable
Total Allocated:	$170,770	Federal Share and Local Cash Match

Cost Effectiveness:

-Provide a detailed description of the cost effectiveness indicating that there is a reasonable expectation that future damage or loss of life will be reduced or prevented.

Benefit Cost Ratio

Is Used: - Benefit/Cost Analysis IS applicable to this project Benefit/Cost Analysis is NOT applicable to this project	**Cost Analysis is NOT applicable to this project.**
Total Project Benefit: - The total of savings realized by this project.	
Benefit Cost Ratio: - This value is calculated based on Benefit/Cost. Please also attach a copy of the Benefit Cost Analysis and all supporting documentation.	

Project Milestones

Total # of weeks for entire project: ____52 weeks_____

List the major milestones in this project. The state requires 90-day period milestones.

Example 1: Demolition of 6 structures and removal of debris, 1-90 Days

Example 2: Design, Engineering and H & H Studies, 91-180 Days

Task Description	Start Day	End Day
Acceptance of Grant Award (Requires Action of City Council)	Day 1	Day 20
Select/Contract With Vendor Using RFQ	Day 21	Day 81
Design & Permitting For Signage & Camera Placement	Day 82	Day 142
Bid/Contract For Installation For Cameras	Day 143	Day 203
Initiate Installation for Signage (Using City Traffic & Transportation)	Day 204	Day 234
Inspection of Signage Routing & Advertisement to Public	Day 235	Day 265
Inspection and Testing of Camera Network Using Added Cameras	Day 266	Day 326
Live Testing Of Flood-Alert Platform	Day 327	Day 364

Alternatives:

List two feasible alternative projects to mitigate the hazards faced in the project area. One alternative is the "No Action Alternative" (section A). This application cannot be reviewed if this section is incomplete.

A. No Action Alternative

-Discuss the impacts on the project area if no action is taken.

Impacts with No Action:

No action would require the City of Charleston to rely on its existing Phased Road Closure Plan. City GIS has mapped historical flood hotspots [see attachment] that has informed the Police Department's Draft Phased Road Closure Plan [see attachment]. However, there are limitations to the current plan.

Firstly, the draft is focused on the peninsula. Charleston is expanding into new territory and shifting weather forces and development have highlighted flood-prone areas elsewhere in the city.

Secondly, the historical data is fixed. General construction, housing developments, and drainage improvement projects continually alter water runoff and collection locations. Moreover, a torrential downpour can cause severe flooding in one quadrant of the city without affecting another, negating the need for uniform, phased closures. The Flood Alert and Detection system would be flexible to accommodate variable flooding.

Finally, the topography and hydrology data upon which the Plan is partially based could be more accurate. The spatial data for predicting flooding is based on projections that assume a "basin" model of the earth's surface. In reality, the terrain in the Lowcountry is very different and improved local modeling could better demonstrate where water would flow and collect. The CRN project will produce this data to layer on within the next three years. In conclusion, no action alternative would mean reliance on a one-size-fits-all road closure plan for only the largest flooding events.

B. Other Feasible Alternative

-Discuss a feasible alternative to the proposed project. This could be an entirely different mitigation method or a significant modification to the design of the current proposed project. Please include scope of work, engineering details (if applicable), estimated budget and the impacts of this alternative.

Other Feasible Project Description and Scope of Work:

-Describe, in detail, the alternative project. Also, explain how the alternative project will solve the problem(s) / provide protection from the hazard(s).

Other feasible alternatives include the City of Charleston's already ongoing stormwater drainage projects. These projects include regular cleaning of surface collection and conveyance systems, expanding catch basins, and installing pumps near critical infrastructure. Not all projects specifically address roadway flooding. Examples of these ongoing projects include:

- Calhoun West/Beaufain Drainage Improvement Project
    - In design stages

    - Area under study contains two hospitals and two universities
- Forest Acres Drainage Improvement Project
    - In the West Ashley area of the City of Charleston
    - Targets repetitive flooding of homes and businesses
- US17 Septima Clark Drainage Improvement Project
    - Estimated $100 million in construction costs to address 20% of Charleston peninsula.
    - Includes tunneling, basin construction and pump station installation.
- Market Street Drainage Basin Improvement Project
    - Connects the Market Street Basin to the Concord Street pump station
- Wagener Terrace Storm Drainage Repair Project
    - In the West Ashley area of the City of Charleston
- Seawall Repair
    - Study under way for seawalls along the Battery

Though the positive impacts of these projects were visible during the October 2015 Floods, they only partially mitigate the drainage challenges to Charleston roadways. Rapid rainfall, trash, terrain and watershed, and impervious cover are major obstacles to maintaining dry roadways. When combined with remarkably high tides, the municipal drainage projects face a Sisyphean task that take years to complete.

Other Feasible Project Location:
-Attach a map or diagram showing the alternative site in relation to the proposed project site and photographs of alternative site.

_____Upload: Not applicable

Funding Sources:
-Round figures to the nearest dollar. The maximum FEMA share for HMGP projects is 75%. The other 25% can be made up of State and Local funds as well as in-kind services. HMGP funds may be packaged with other Federal funds, but those funds cannot be used as match. Federal funds which lose their Federal identity at the State level (such as CDBG, ARS, HOME,) may be used for the State or Local match.

	By Amount	% of Share	Funding Source / Other Agency
Estimated FEMA Share:	$128,078	75%	Leave blank
Non-Federal Share - Estimated Local Share (Include In-Kind Value):	$42,693	25%	2017 City of Charleston General Fund (25%)
Estimated Other Agency Share:	$0.00	0%	Not Applicable
Other Non-FEMA Federal	$0.00	0%	Leave blank

Funds (Do Not Include In Total):			

Upload non-Federal share commitment letter(s).

Upload : [See Attachment N - Letter of Financial Commitment]

Impacts of Other Feasible Alternative Project:
-Include comments on these issues: Environmental Justice; Endangered Species; Wetlands; Hydrology (Upstream and Downstream Impacts); Floodplain/ Floodway; Historic Issues; Hazardous Materials.

The environmental and hydrological impacts of the aforementioned drainage projects are documented with each engineering study and vary greatly. Conversely, the Flood Detection and Alert Project requires no construction and would make existing road and drainage infrastructure more effective during floods.

Reason for Rejecting Other Feasible Alternative:
-Describe below.

Over 218,000 residents and commuters rely on Charleston roadways every day. The "No Action Alternative," is a one-size-fits all plan for the most severe events on the peninsula. The Flood Detection and Alert Project, on the other hand, would pull data from more territory, be accessible for any citizen or business owner, and be paired with on-the-ground routes. The "Other Feasible Alternatives," are drainage projects in various stages of development, which take years to complete, cost millions of dollars and may not address roadway flooding in every area of the city. The proposed project would complement the objectives of city drainage projects and would be flexible enough to alert citizens of roadway flooding that can be temporarily caused by drainage reconstruction.

Documentation:

-List documents to upload.

A. FEMA Useful Life Statement
B. 2010 Census SC Population
C. 2013 ACS-Average Commute to Work
D. 2013 ACS-Workers 16 and Over
E. 2015 Road Closure Hotspots
F. Alternative Hugo Landing Map
G. Budget Detail
H. Budget Narrative
I. Charleston Resiliency Network Project Description
J. City Road Closures Tool
K. City First Responder Vehicle Flood Insurance Claims
L. Police Quadrant Closure Plan
M. FloodFasher Example
N. Letter of Financial Commitment
O. Letter of Support – CRN
P. Potential Peninsula Camera Placement
Q. August 16th City Council Agenda

Agreements:

A. Maintenance Agreement

All applicants whose proposed project involves the retrofit or modification of existing public property or whose proposed project would result in the public ownership or management of property, structures, or facilities, must first sign and attach the following agreement prior to submitting their application to FEMA.

NOTE: those applicants whose project only involves the retrofitting, elevation, or other modification to private property where the ownership will remain private after project completion DO NOT have to complete this form.)

Download Agreement Template

Upload

B. Applicant Certifications

Each applicant whose proposed project involves elevation of one or more residential structures or relocation or acquisition and demolition of such structures must sign and attach the following certifications.

Download Agreement Template

Upload

2016 HMGP Application-5% Initiative Projects

25% Local Share

City of Charleston: Flood Detection & Alert Mitigation Project

	Unit Price	Tax (8.5%)	Quantity	Total
Supplies: Unit Value is <$5,000				
Barricades with Reflective Stripes (10 Pack)	$132.66	$11.28	10	$1,439.36
Flood Depth Warning Flasher	$1,500.00	$127.50	10	$16,275.00
Flood Guages & Markers & Signage				
18"x12" Aluminum High-Intensity Reflective Signs	$88.19	$7.50	10	$956.86
6"x12" Custom Wording Signs	$226.29	$19.23	10	$2,455.25
6"x12" Semi-Custom Signs	$158.69	$13.49	10	$1,721.79
Barricade Tapes 3"x100" non-adhesive	$39.69	$3.37	10	$430.64
Plastic Traffic Cone Sign Toppers	$27.89	$2.37	10	$302.61
4"x15' Solid Ultra-High Intensity Exterior Adhesive Tape	$39.96	$3.40	10	$433.57
36" Traffic Cones	$35.49	$3.02	10	$385.07
PVC Sign Stanchions with Reflective Posts & 2 lbs Base	$206.49	$17.55	10	$2,240.42
6"x12" Arrow Add-On Signs	$72.29	$6.14	10	$784.35
Flood Monitoring Cameras Hardware & Software	$113,557.75	$9,652.41	1	$123,210.16
Equipment: Unit Value is > $5000				
Barricade-Cone Trailers	$9,279.00	$788.72	2	$20,135.43

Project Subtotal	$170,770
Project Grant Total	$170,770
Federal Share	**$128,078**
Local Share	**$42,693**

2016 HMGP Application – 5% Initiative Projects
25% Local Share

City of Charleston Flood Detection & Alert Mitigation Project: Budget Narrative

Supplies: Unit Value is <$5,000

Barricades with Reflective Stripes (10 Pack)	The sets of barricades would be used to deploy on roadways inundated by flooding to prevent motorists from passing.
Flood Depth Warning Flasher	The flashing signage incorporates a sensor that triggers a flashing light atop a pole. Depending on the manufacturer, the sensor sends alerts to phones and municipal networks.
Flood Gauges & Markers & Signage	Custom flood signage would be used to demarcate a traditional safe and dry exit route for motorists leaving the peninsula or detouring flooded roadways in the City suburbs. Traffic cones would be used to block flooded traffic lanes. Reflective tape would make daytime barricades visible at night while stanchions and adhesive tape with measurements would be places in frequently flooded areas for residents and business-owners to note when it is necessary to move their vehicle. The budget estimate is based on costs of the following items: 8"x12" Aluminum High-Intensity Reflective Signs 6"x12" Custom Wording Signs 6"x12" Semi-Custom Signs Barricade Tapes 3"x100" non-adhesive Plastic Traffic Cone Sign Toppers 4"x15' Solid Ultra-High Intensity Exterior Adhesive Tape 36" Traffic Cones PVC Sign Stanchions with Reflective Posts & 2 lbs Base 6"x12" Arrow Add-On Signs
Flood Monitoring Cameras Hardware & Software	The flood monitoring cameras with night vision and/or zoom capability would allow municipal officials to monitor flooded intersections and to remotely close a segment of roadway to traffic, both on the ground and in the Flooded Road Closures Tool.

Equipment: Unit Value is > $5000

Barricade-Cone Trailers	The barricade trailers would hook to the trailer hitch of the City trucks and would include racks to preload barricade and traffic cones.

City of Charleston
John J. Tecklenburg
Mayor

JOHN J. TECKLENBURG
Mayor

AMY K. WHARTON
Chief Financial Officer

August 8, 2016

Mr. Ryan Guerry
State Hazard Mitigation Officer
S. C. Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172

RE: FEMA – HMGP - 4241 / Financial Commitment
Charleston Police Department – Urban Flood Detection and Alert Project

Dear Mr. Guerry:

The City of Charleston has identified funding in support of the project referenced above in the following amounts:

• General Fund $170,770 – Urban Flood Detection and Alert Project

The City of Charleston understands that 75% of this project is a reimbursable grant and that 25% of total project funding is a local cash match. The local match will be budgeted in the 2017 fiscal year, which begins on January 1, 2017.

Please feel free to contact me should your require additional information. Thank you for your consideration of this application.

Sincerely,

Amy Wharton

Amy Wharton
Chief Financial Officer

P. O. Box 652, Charleston, South Carolina 29402
843-577-6970 Fax 843-720-3827

Charleston Resilience Network

July 20, 2016

The Honorable John J. Tecklenburg
Mayor, City of Charleston
80 Broad Street
Charleston, S.C. 29401

RE: 2016 Hazard Mitigation Grant Program (HMGP) for the Urban Flood Detection & Alert Project

Dear Mayor Tecklenburg,

On behalf of the Charleston Resilience Network (CRN), please accept this letter of support for the City of Charleston's application to the 2016 Hazard Mitigation Grant Program (HMGP) for the Urban Flood Detection & Alert Project. The Charleston region's vulnerability to nuisance tidal and severe storm flooding is well documented. Public awareness of this situation has increased significantly following the historic flooding events of October 2015. However, a concerted effort must be made to communicate accurate and reliable information to the public, particularly when emergency conditions are predicted or emergent.

The Charleston Resilience Network (CRN) is a coalition of local, state, and national partners in the public and private sector that are committed to enhancing the resilience of communities, critical infrastructure, and socio-economic continuity to water-related episodic and chronic coastal hazards within the Charleston, South Carolina, region. The CRN's mission is to foster a unified strategy and provide a forum to share information, educate stakeholders, and enhance long-term planning decisions that result in resilience to episodic and chronic flooding events.

Recently, the South Carolina Sea Grant Consortium, a member organization of the CRN, was awarded a multi-year Regional Coastal Resilience Grant from the National Oceanic and Atmospheric Administration (NOAA). One of the three grant objectives is to generate localized, parcel-level flood modeling for the Charleston region. The City of Charleston's proposed Flood Detection & Alert Project would directly benefit from this effort and would in turn provide the mechanism necessary to integrate science into effective management. For example, improved spatial data and modeling would inform the City's placement of flood sensors and make transportation routing during flood events more efficient while effectively meeting the needs of its residents, workforce and visitors.

CRN values the City's commitment to resilience planning and its continued engagement throughout the region. As partners, CRN and its member organizations will provide guidance and assistance to the City of Charleston in its Resiliency Strategy development and implementation. CRN is eager to advance our multi-sector collaboration on mitigating nuisance and severe flooding and we are hopeful that the grants selection committee will review the City's proposal favorably.

If you have any questions about the Charleston Resilience Network, please feel free to contact me at your convenience.

Sincerely,

Daniel J. Burger
Chair, CRN
Director, Coastal Services Division
SC DHEC, Office of Coastal Resource Management
E-Mail: burgerdj@dhec.sc.gov
P: 843-953-0251

Charleston Resilience Network

The **Charleston Resilience Network (CRN)** is a collaboration of local, regional, and state governmental leaders, public and private utilities, and research institutions with a collective interest in the resilience of our region's communities.

The Charleston, South Carolina, region is home to more than 500,000 people and is one of the fastest growing areas of the country. The economy of Charleston is strong and diverse, with concentrations on tourism, shipping, manufacturing, health care, education and an emerging technology sector. Each of these sectors, along with the individuals employed therein, depends on transportation, water, energy and other critical infrastructure facilities for continuity, successful daily operations, and quality of life.

Courtesy of SCDHEC/MyCoast

Charleston's location in the Lowcountry makes the region highly vulnerable to water-related hazards, including coastal storms and hurricanes, and flooding associated with heavy rainfall and high tides. Coastal 'nuisance' flooding at high tide has increased 409% since 1960, and the flooding during the October 2015 rainfall was a stark reminder of the vulnerability of our region to these types of events.

In order to maintain and enhance the Charleston region's ability to absorb and recover from such events, the CRN is a platform to encourage effective long-term preparedness and resilience planning. The CRN will work to foster a unified strategy and provide a forum to share science-based information, educate stakeholders, and help create safe, resilient communities.

The CRN has been awarded over $1 million in grant money in 2016 in support of projects focused on flooding and other hazard impacts to our region's communities and critical infrastructure. The CRN is working to further build its capacity through standing up working groups on topics of interest throughout the region.

Resilience is...

The capacity of individuals, communities, institutions, businesses, and systems within the Charleston region to survive, adapt, and grow despite natural disasters and coastal hazards.

Resilience requires preparation and planning to absorb, recover, and successfully adapt to these adverse events and conditions.

CRN Steering Committee

City of Charleston

S.C. Department of Health and Environmental Control, Ocean and Coastal Resource Management

S.C. Sea Grant Consortium

The College of Charleston

Charleston County

SCANA Corporation

Charleston Water System

Berkeley-Charleston-Dorchester Council of Governments

Advisory Role

U.S. Department of Homeland Security, Office of Infrastructure Protection

National Oceanic and Atmospheric Administration

Contact

www.charlestonresilience.net

info@charlestonresilience.net

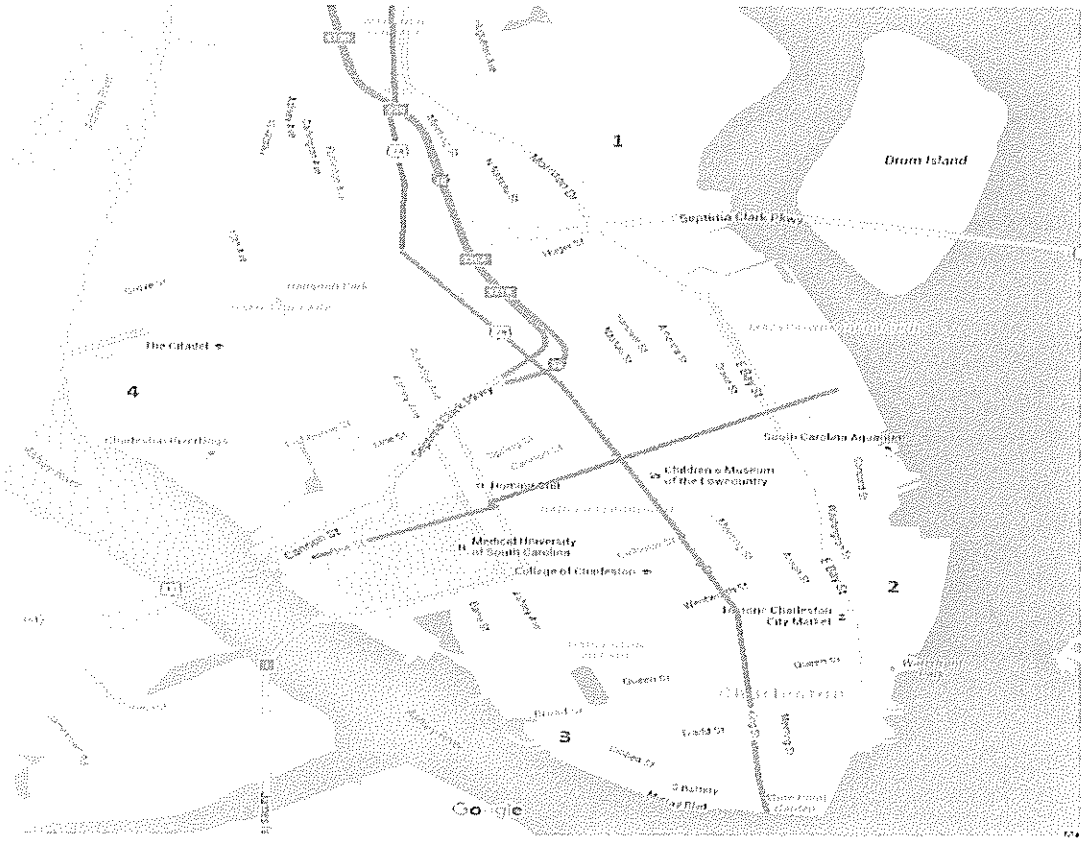
Dan Burger, CRN Chair
Director, Coastal Services Division
S.C. Department of Health and Environmental Control, Ocean and Coastal Resource Management
P: 843-953-0251
E: burgerdj@dhec.sc.gov

CPD Phased Closure Plan (Revised 3/8/16)

In order to establish a more pro-active approach toward traffic control and mitigation of flood damage, a review of the most common nuisance flood intersections was conducted. The Peninsular area of Charleston was also broken down into four geographical quadrants. "Trigger" or nuisance flood intersections have been identified in each quadrant. These intersections will have barricades and signs pre-staged prior to an expected rain event, in order that traffic may be diverted to other passable intersections and to minimize the "wake" effect of vehicles traveling through standing water. As water spreads out from these areas, it may effect multiple intersections. For that purpose an estimated number of barricades are identified for the nuisance area and surrounding streets and adjoining intersections. Depending on where flood waters spread to, the non-utilized barricades could be moved further in or out of the area to assist traffic control until more barricades are delivered to the needed area.

The use of this quadrant system will allow us to implement closures faster, and more effectively manage our traffic and flood mitigation actions. This proposal will still include and augment the "Crosstown Phased Closure Plan" if Hwy 17 (Septima Clark) begins to flood or become impassable.

Quadrant Map



Building Community Resilience
To Water-Related Hazards in the Charleston, SC Region

The South Carolina Sea Grant Consortium, on behalf of the Charleston Resilience Network (CRN), has received a $765,887 Regional Coastal Resilience Grant ($510,319 federal, $255,569 non-federal match) from the National Oceanic and Atmospheric Administration (NOAA) to understand the capacity of the Charleston, SC, region's infrastructure to handle nuisance and severe flooding. This information will allow the region to respond now to immediate needs and enhance adaptive capacity for future issues. Partners on the project include the CRN, S.C. Sea Grant Consortium, College of Charleston, The Citadel, and University of South Carolina.

The CRN and its partners will achieve this goal through three objectives:

1. *Localized modeling:* We will build on existing data to create very localized flooding models that incorporate tides, meteorological events, wind, surge, and infrastructure such as tunnels/drains. This type of modeling will provide the parcel-level vulnerability assessments needed to make plans and implement strategies to increase resilience. In addition, we will localize social vulnerability models to better understand the cascading impacts of failing critical infrastructure on our most vulnerable populations.

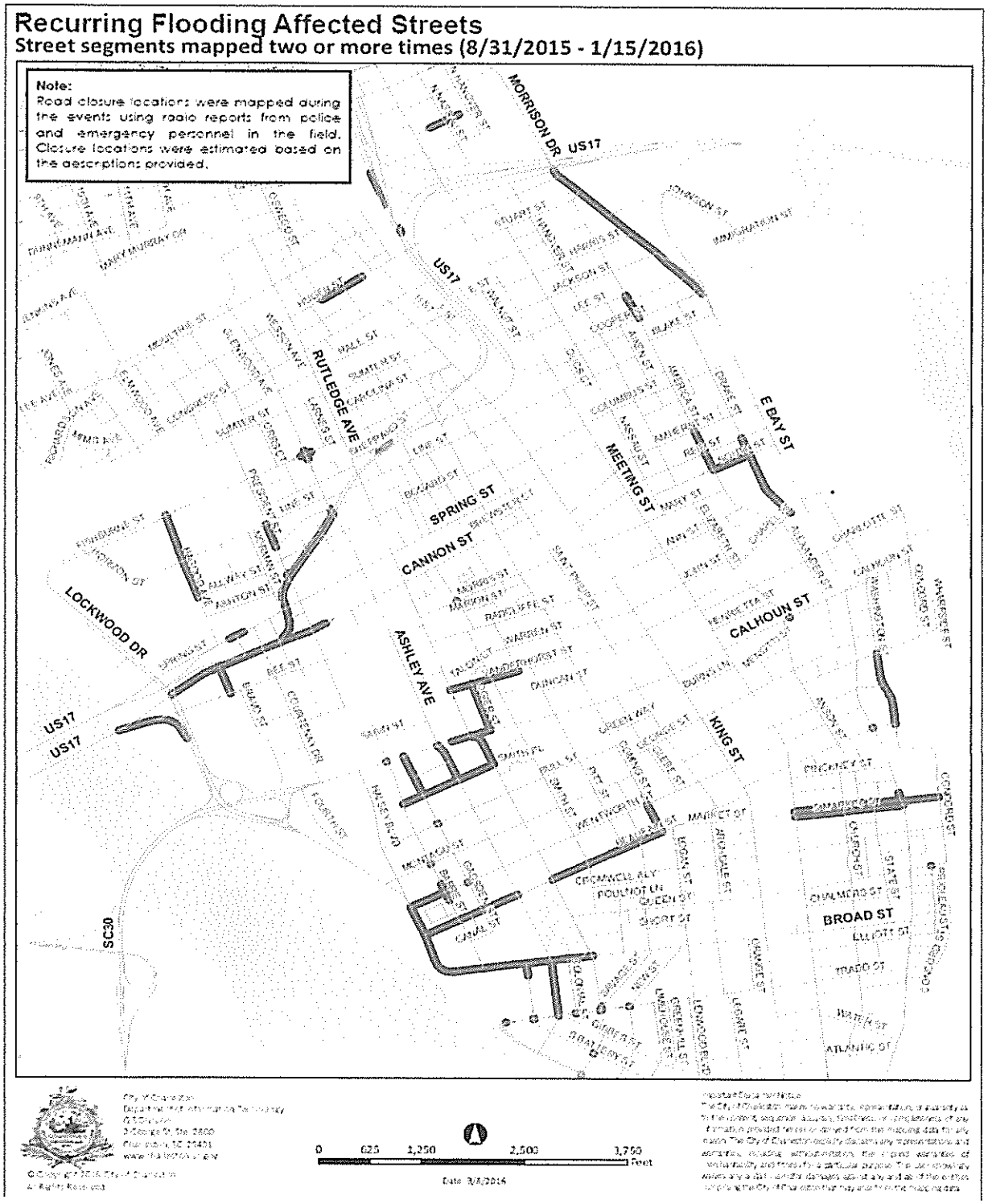
2. *Engagement and educational awareness:* An important component of the CRN is helping to foster a common language and understanding of water-related hazards and impacts, both short-term and long-term, in our region. We will engage four communities as "adaptation action areas" to discuss strategies for increasing resilience to flooding. While this project will focus on four communities, the CRN will work to share these results throughout the region.

3. *Capacity building:* The CRN will use this funding opportunity to build its internal capacity, through strengthening the Steering Group and forming and sustaining Working Groups, such that the results derived through modeling and stakeholder engagement will be given a longevity and utility in implementing resilience strategies throughout the region.

This project is meant to build a more resilient Charleston, where its people and places have the capacity to survive, adapt and grow despite natural disasters and coastal hazards. Communities selected as adaptation action areas will be able to identify a range of resilient strategies that can inform future long-term planning.

Questions? Visit www.charlestonresilience.net or contact Elizabeth Fly, Ph.D., Coastal Climate Extension Specialist with the South Carolina Sea Grant Consortium, elizabeth.fly@scseagrant.org

Below is a map showing the quadrants showing road segments that have been mapped as flooded two or more times on the peninsula. While this does not necessarily identify which streets flood first, it gives us an idea of the recurring areas and problems and places to focus these efforts on.



Quadrant 1

East of King St, North of Mary/ Morris St

1. Morrison Dr from Harris St to Cooper St—Traffic will be directed west via Columbus St or Harris St to Meeting St.
   8 barricades (4 each end of Morrison, 1-Harris St, 1-Jackson St, 1-Lee St, and 1-Cooper St)
2. America St from Amherst St to South St—Traffic will be directed west via Columbus St or South St to Meeting St.
   4 barricades (1 each end of America St, 2-Reid St)
3. Drake St from Reid St to Chapel St—Traffic will be directed to E. Bay St, from there to either Columbus St or Calhoun St.
   3 barricades (1 each end of Drake St, 1-South St)

Quadrant 2

East of King St, South of Mary/Morris St

1. Washington St from Laurens St to Hasell St—Traffic will be diverted west to E. Bay St.
   3 barricades (1 each end of Washington St, 1-Society St, 1-Hasell St)
2. North and South Market St, from Meeting St to E. Bay St—Traffic will remain on either E. Bay St or Meeting St.
   9 barricades (1 each end of N Market and South Market St, 2-Church St, 1-Anson St, 1 State St, 1-Raefer's Alley)

Quadrant 3

West of King St, South of Morris/Bee St

1. Bennet St from Rutledge Ave to Barre St—Traffic will be diverted to Rutledge Ave or Calhoun St.
   6 barricades (1 each end of Barre St, 2-Ashley Ave, 2 Gadsden St)
2. Vanderhorst St from Thomas St to Rutledge Ave—Traffic will be diverted to Rutledge Ave, Calhoun St, or King St.
   5 barricades (1 each end of Vanderhorst St, 1-Smith St, 1 Ogier St)
3. Beaufain St from Coming St to Lockwood Dr—Traffic will be diverted to Coming St, King St, or Broad St.
   14 barricades (1 each end of Beaufain St, 1-Wilson St, 1-Pitt St, 2-Smith St, 2-Rutledge Ave, 2-Ashley Ave, 2-Gadsden, 2-Barre)
4. Lockwood Dr at Wentworth St to Broad St at Rutledge Ave—Traffic will be diverted east on Montagu St to Coming St from Lockwood or either back down Broad to King St, Meeting St, or E. Bay St if from Broad St.
   10 barricades (2 barricades each end of Lockwood Dr/Broad St, 1-Colonial St, 2-Ashley Ave, 1-Chisolm St, 1-Barre St, 1-Wentworth St)

Quadrant 4

West of King St, North of Morris/Bee St

1. Hagood Ave from Fishburne St to Allway St—Traffic will be diverted either to President St north to Fishburne St or South to Spring St.
   4 barricades (2 barricades each end of Hagood Ave, 1-Allway St, 2-Line St/Horizon St)
2. President St from Line St to Crosstown—Traffic will be diverted north to Fishburne St or Spring St.
   5 barricades (1 each end of President St, 1-Kennedy St, 2-Bogard St)
3. Huger St from King St to N Tracy St—Traffic will be diverted to either Congress St or Moultrie St.
   5 barricades (1 each end of Huger St, 1-Dingle St, 1-Shand St, 1-N Tracy St)

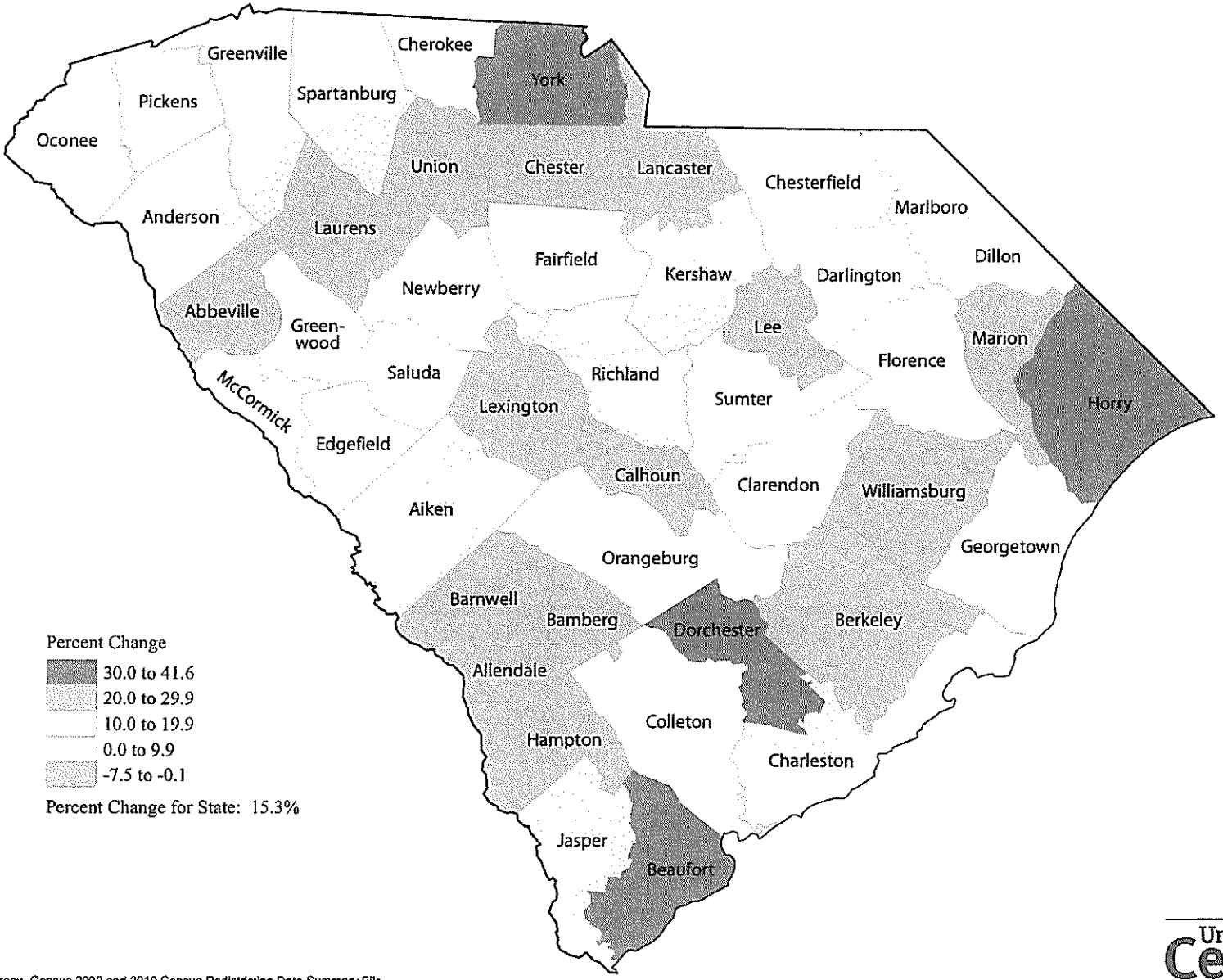
Social Explorer - Census 2000

Statistics	United States		Charleston County, South Carolina		Charleston--North Charleston, SC Urbanized Area		TOTAL (All Selected County Subdivisions)	
SE:T1. Total Population								
Total Population	281,421,906		309,969		423,410		309,969	
SE:T55. School Enrollment For The Population 3 Years And Over								
Population 3 years and over:	270,076,176		297,659		404,799		297,659	
Enrolled In School	76,632,927	28.4%	87,355	29.4%	121,503	30.0%	87,355	29.4%
Not Enrolled In School	193,443,249	71.6%	210,304	70.7%	283,296	70.0%	210,304	70.7%
SE:T69. Employment Status For Total Population 16 Years And Over								
Population 16 years and over:	217,168,077		244,381		326,569		244,381	
In labor force:	138,820,935	63.9%	155,555	63.7%	218,342	66.9%	155,555	63.7%
In Armed Forces	1,152,137	0.5%	3,987	1.6%	10,536	3.2%	3,987	1.6%
Civilian:	137,668,798	63.4%	151,568	62.0%	207,806	63.6%	151,568	62.0%
Employed	129,721,512	59.7%	142,550	58.3%	196,635	60.2%	142,550	58.3%
Unemployed	7,947,286	3.7%	9,018	3.7%	11,171	3.4%	9,018	3.7%
Not in labor force	78,347,142	36.1%	88,826	36.4%	108,227	33.1%	88,826	36.4%
SE:T72. Labor Force For Population 16 Years And Over								
In Labor Force 16 Years And Over:	138,820,935		155,555		218,342		155,555	
In Armed Forces	1,152,137	0.8%	3,987	2.6%	10,536	4.8%	3,987	2.6%
In Civilian Labor Force	137,668,798	99.2%	151,568	97.4%	207,806	95.2%	151,568	97.4%
SE:T85. Industry By Occupation For Employed Civilian Population 16 Years And Over								
Employed Civilian Population 16 Years And Over:	129,721,512		142,550		196,635		142,550	
Agriculture, forestry, fishing and hunting, and mining:	2,426,053	1.9%	837	0.6%	879	0.5%	837	0.6%
Agriculture, forestry, fishing and hunting	1,929,683	1.5%	774	0.5%	772	0.4%	774	0.5%
Mining	496,370	0.4%	63	0.0%	107	0.1%	63	0.0%
Construction	8,801,507	6.8%	11,919	8.4%	16,429	8.4%	11,919	8.4%
Manufacturing	18,286,005	14.1%	9,633	6.8%	18,177	9.2%	9,633	6.8%
Wholesale trade	4,666,757	3.6%	4,164	2.9%	6,091	3.1%	4,164	2.9%
Retail trade	15,221,716	11.7%	17,968	12.6%	24,962	12.7%	17,968	12.6%
Transportation and warehousing, and utilities:	6,740,102	5.2%	7,041	4.9%	10,924	5.6%	7,041	4.9%
Transportation and warehousing	5,565,853	4.3%	5,864	4.1%	9,020	4.6%	5,864	4.1%
Utilities	1,174,249	0.9%	1,177	0.8%	1,904	1.0%	1,177	0.8%
Information	3,996,564	3.1%	3,114	2.2%	4,235	2.2%	3,114	2.2%
Finance, insurance, real estate and rental and leasing:	8,934,972	6.9%	8,554	6.0%	11,699	6.0%	8,554	6.0%
Finance and insurance	6,486,572	5.0%	5,051	3.5%	6,860	3.5%	5,051	3.5%
Real estate and rental and leasing	2,448,400	1.9%	3,503	2.5%	4,839	2.5%	3,503	2.5%
Professional, scientific, management, administrative, and waste management services:	12,061,865	9.3%	14,239	10.0%	18,378	9.4%	14,239	10.0%
Professional, scientific, and technical services	7,596,861	5.9%	8,643	6.1%	11,307	5.8%	8,643	6.1%
Management of companies and enterprises	70,471	0.1%	44	0.0%	65	0.0%	44	0.0%
Administrative and support and waste management services	4,394,533	3.4%	5,552	3.9%	7,006	3.6%	5,552	3.9%
Educational, health and social services:	25,843,029	19.9%	32,425	22.8%	42,542	21.6%	32,425	22.8%
Educational services	11,371,206	8.8%	12,803	9.0%	17,158	8.7%	12,803	9.0%
Health care and social assistance	14,471,823	11.2%	19,622	13.8%	25,384	12.9%	19,622	13.8%
Arts, entertainment, recreation, accommodation and food services:	10,210,295	7.9%	17,550	12.3%	20,817	10.6%	17,550	12.3%
Arts, entertainment, and recreation	2,306,485	1.8%	3,218	2.3%	3,785	1.9%	3,218	2.3%
Accommodation and food services	7,903,810	6.1%	14,332	10.1%	17,032	8.7%	14,332	10.1%
Other services (except public administration)	6,320,632	4.9%	7,153	5.0%	9,412	4.8%	7,153	5.0%
Public administration	6,212,015	4.8%	7,953	5.6%	12,090	6.2%	7,953	5.6%
SE:T86. Occupation For Employed Civilian Population 16 Years And Over								
Employed civilian population 16 years and over:	129,721,512		142,550		196,635		142,550	
Management, business, and financial operations occupations:	17,448,038	13.5%	18,653	13.1%	24,823	12.6%	18,653	13.1%
Professional and related occupations	26,198,693	20.2%	32,568	22.9%	42,774	21.8%	32,568	22.9%
Healthcare support occupations	2,592,815	2.0%	2,537	1.8%	3,399	1.7%	2,537	1.8%
Protective service occupations	2,549,906	2.0%	3,022	2.1%	4,399	2.2%	3,022	2.1%

	Social Explorer - Census 2000								
Food preparation and serving related occupations	6,251,618	4.8%	9,802	6.9%	11,878	6.0%	9,802	6.9%	
Building and grounds cleaning and maintenance occupations	4,254,365	3.3%	6,032	4.2%	6,867	3.5%	6,032	4.2%	
Personal care and service occupations	3,628,243	2.8%	4,091	2.9%	5,349	2.7%	4,091	2.9%	
Sales and related occupations	14,592,699	11.3%	18,565	13.0%	24,867	12.7%	18,565	13.0%	
Office and administrative support occupations	20,028,691	15.4%	18,842	13.2%	28,295	14.4%	18,842	13.2%	
Farming, fishing, and forestry occupations	951,810	0.7%	662	0.5%	573	0.3%	662	0.5%	
Construction, extraction, and maintenance occupations:	12,256,138	9.5%	13,610	9.6%	20,620	10.5%	13,610	9.6%	
Production occupations	11,008,625	8.5%	6,929	4.9%	12,293	6.3%	6,929	4.9%	
Transportation and material moving occupations:	7,959,871	6.1%	7,237	5.1%	10,498	5.3%	7,237	5.1%	
SE:T89. Employment Sector For Employed Civilian Population 16 Years And Over									
Employed Civilian Population 16 Years And Over:	129,721,512		142,550		196,635		142,550		
Private Sector	88,410,397	68.2%	90,891	63.8%	129,275	65.7%	90,891	63.8%	
Public Sector	18,923,353	14.6%	28,722	20.2%	39,384	20.0%	28,722	20.2%	
Self-Employed	12,693,268	9.8%	14,871	10.4%	17,915	9.1%	14,871	10.4%	
Non-Profit	9,294,457	7.2%	7,573	5.3%	9,534	4.9%	7,573	5.3%	
Unpaid Family Workers	400,037	0.3%	493	0.4%	527	0.3%	493	0.4%	
SE:T195. Means Of Transportation To Work For Workers 16 Years And Over									
Workers 16 years and over:	128,279,228		143,921		203,536		143,921		
Car, truck, or van	112,736,101	87.9%	128,755	89.5%	183,732	90.3%	128,755	89.5%	
Public transportation	6,067,703	4.7%	3,551	2.5%	3,774	1.9%	3,551	2.5%	
Motorcycle	142,424	0.1%	219	0.2%	339	0.2%	219	0.2%	
Bicycle	488,497	0.4%	949	0.7%	1,131	0.6%	949	0.7%	
Walked	3,758,982	2.9%	5,056	3.5%	8,132	4.0%	5,056	3.5%	
Other means	901,298	0.7%	1,537	1.1%	1,932	1.0%	1,537	1.1%	
Worked at home	4,184,223	3.3%	3,854	2.7%	4,496	2.2%	3,854	2.7%	
SE:T196. Travel Time To Work For Workers 16 Years And Over									
Workers 16 years and over:	128,279,228		143,921		203,536		143,921		
Did not work at home:	124,095,005	96.7%	140,067	97.3%	199,040	97.8%	140,067	97.3%	
Less than 9 minutes	17,868,011	13.9%	18,582	12.9%	26,251	12.9%	18,582	12.9%	
10 to 19 minutes	38,252,633	29.8%	49,763	34.6%	66,814	32.8%	49,763	34.6%	
20 to 29 minutes	25,172,296	19.6%	33,902	23.6%	48,264	23.7%	33,902	23.6%	
30 to 39 minutes	19,581,484	15.3%	22,666	15.8%	34,456	16.9%	22,666	15.8%	
40 to 59 minutes	13,322,833	10.4%	9,099	6.3%	15,046	7.4%	9,099	6.3%	
60 to 89 minutes	6,461,905	5.0%	3,342	2.3%	4,630	2.3%	3,342	2.3%	
90 or more minutes	3,435,843	2.7%	2,713	1.9%	3,579	1.8%	2,713	1.9%	
Worked at home	4,184,223	3.3%	3,854	2.7%	4,496	2.2%	3,854	2.7%	
SE:T218. Average Commute to Work (in min)									
Average Commute to Work (in min)	26		23		23		23		
SE:T197. Residence In 1995 For The Population 5+ Years--State And County Level									
Total:	262,375,152		289,926		393,914		289,926		
Same house in 1995	142,027,478	54.1%	143,686	49.6%	184,329	46.8%	143,686	49.6%	
Different house in 1995:	120,347,674	45.9%	146,240	50.4%	209,585	53.2%	146,240	50.4%	
In United States in 1995:	112,851,828	43.0%	140,322	48.4%	202,018	51.3%	140,322	48.4%	
Same county	65,435,013	24.9%	73,840	25.5%	89,553	22.7%	73,840	25.5%	
Different county:	47,416,815	18.1%	66,482	22.9%	112,465	28.6%	66,482	22.9%	
Same state	25,327,355	9.7%	20,475	7.1%	41,634	10.6%	20,475	7.1%	
Different state:	22,089,460	8.4%	46,007	15.9%	70,831	18.0%	46,007	15.9%	
Northeast	4,345,115	1.7%	10,075	3.5%	14,917	3.8%	10,075	3.5%	
Midwest	4,659,175	1.8%	7,034	2.4%	10,352	2.6%	7,034	2.4%	
South	7,688,697	2.9%	24,447	8.4%	37,060	9.4%	24,447	8.4%	
West	5,396,473	2.1%	4,451	1.5%	8,502	2.2%	4,451	1.5%	
In Puerto Rico in 1995:	242,973	0.1%	28	0.0%	157	0.0%	28	0.0%	
Same municipio	0	0.0%	0	0.0%	0	0.0%	0	0.0%	
Different municipio	0	0.0%	0	0.0%	0	0.0%	0	0.0%	
Elsewhere in 1995:	7,252,873	2.8%	5,890	2.0%	7,410	1.9%	5,890	2.0%	
U.S. Island Areas	80,941	0.0%	153	0.1%	323	0.1%	153	0.1%	
Foreign country or at sea	7,171,932	2.7%	5,737	2.0%	7,087	1.8%	5,737	2.0%	
Note:	For data sources, citations and notes please take a look at sheet in this workbook titled 'Sources & Notes.'								
	© Social Explorer 2005-2016								

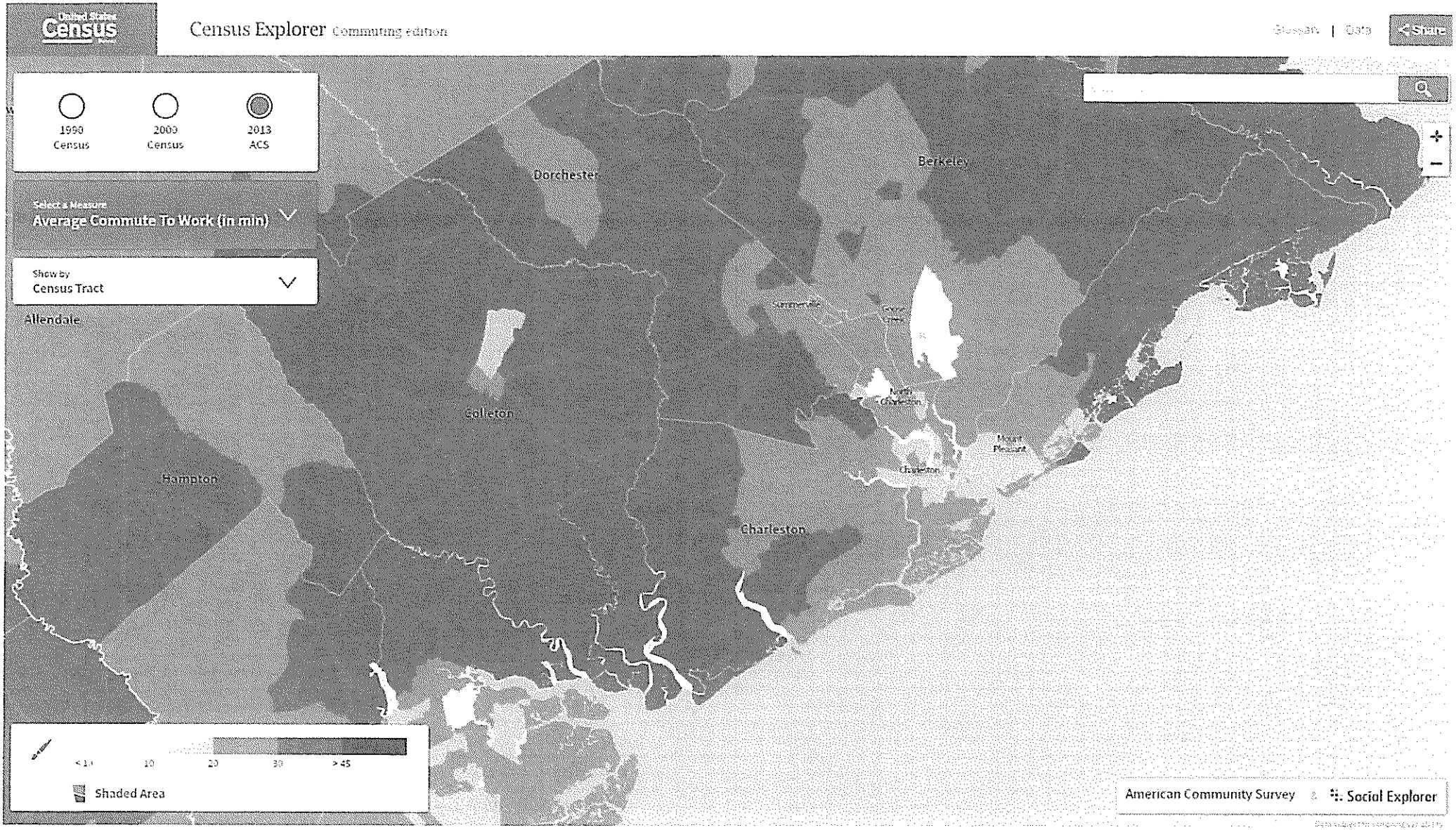
SOUTH CAROLINA - 2010 Census Results

Percent Change in Population by County: 2000 to 2010



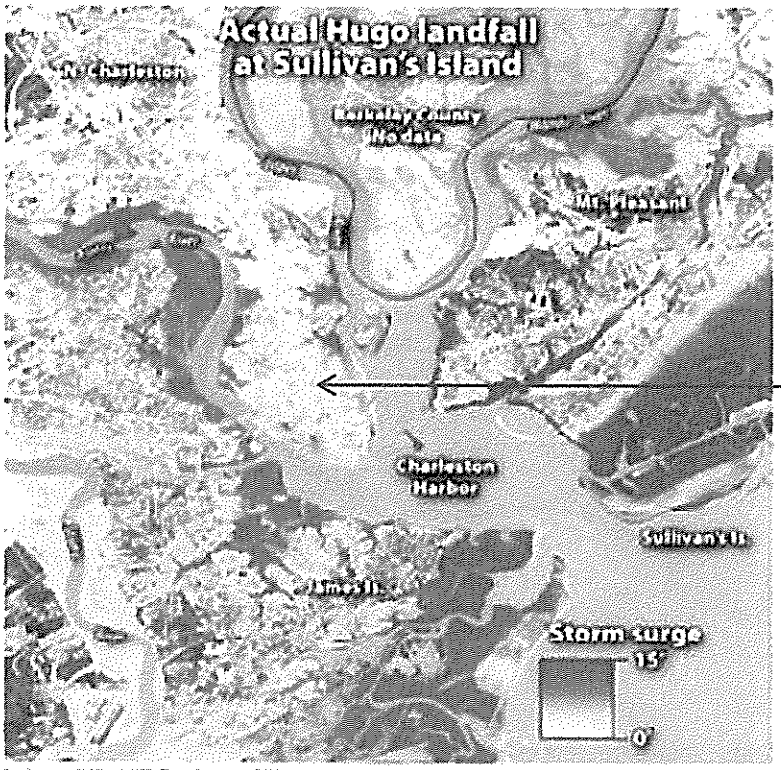
Source: U.S. Census Bureau, Census 2000 and 2010 Census Redistricting Data Summary File
For more information visit www.census.gov.

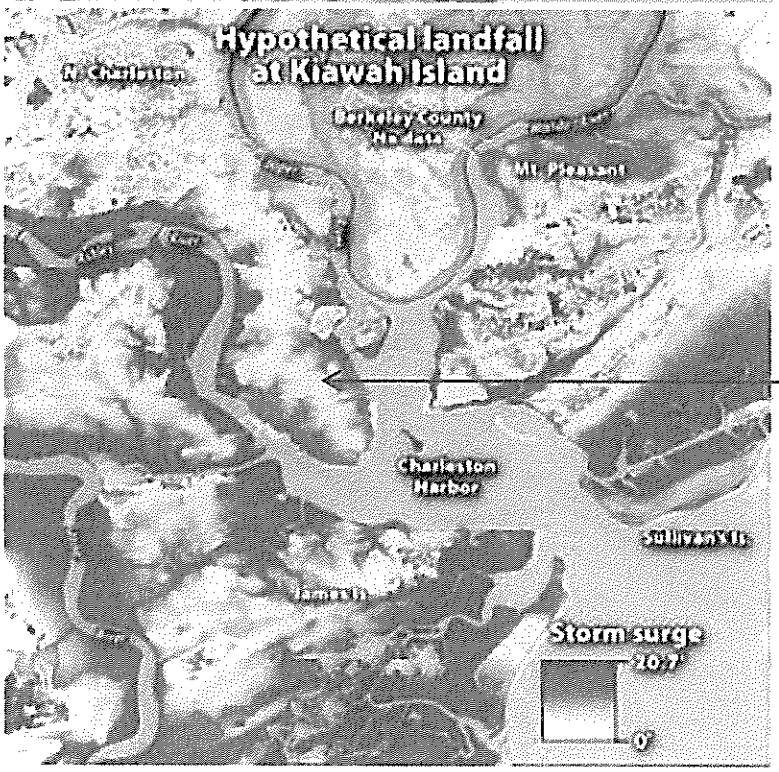
United States Census Bureau


United States Census
Census Explorer Commuting edition
Share
1990 Census
2000 Census
2013 ACS
Select a Measure
Average Commute To Work (in min)
Show by
Census Tract
Dorchester
Berkeley
Allendale
Colleton
Hampton
Charleston
Shaded Area
American Community Survey
Social Explorer

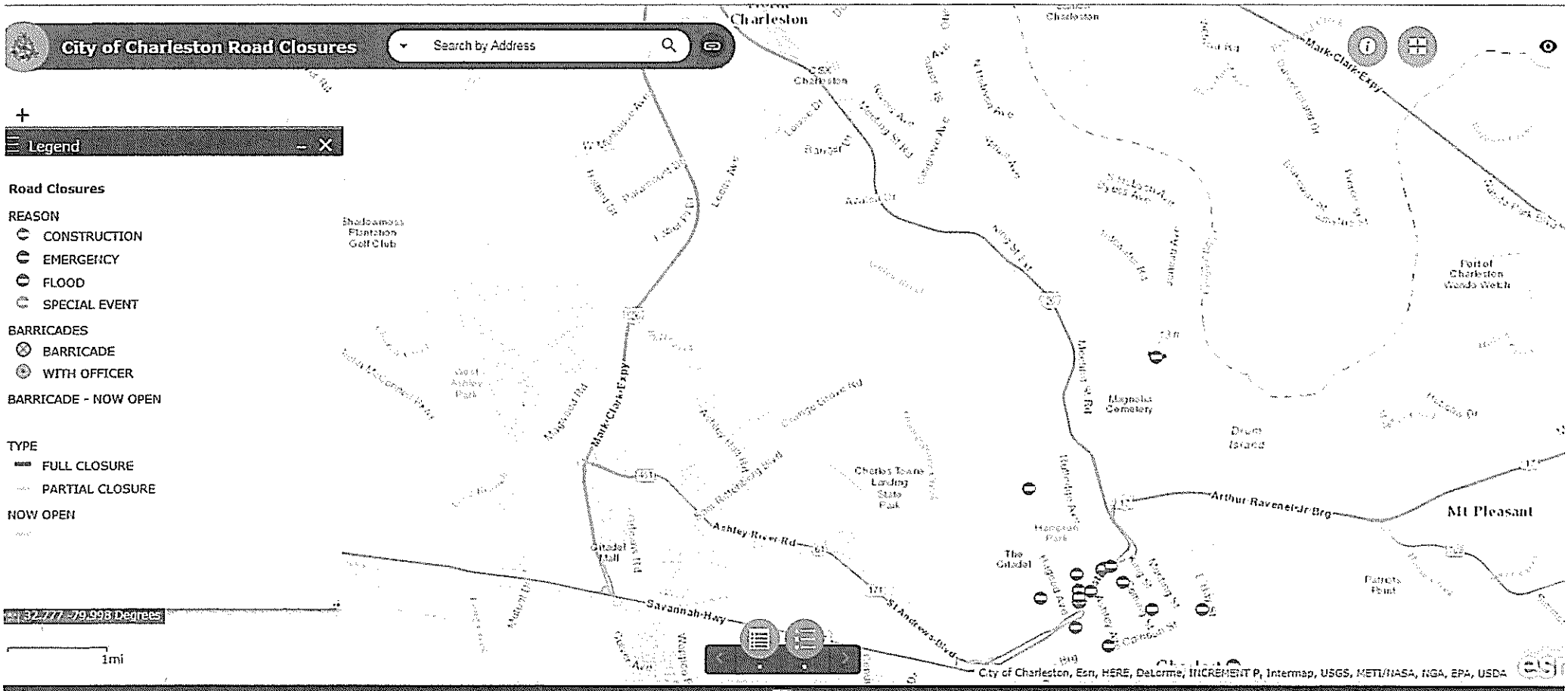
If Hugo landed at Kiawah, Charleston would have been under water

Hurricane Hugo sent a record-setting storm surge into Bulls Bay in 1989, devastating nearby McClellanville. Had the storm made landfall just 20 miles south, that nearly 21-foot storm surge would have rolled across James Island, the Charleston peninsula, West Ashley and nearby communities.





NOAA Coastal Services Center graphic, published in *The Post & Courier*, 9/20/2014

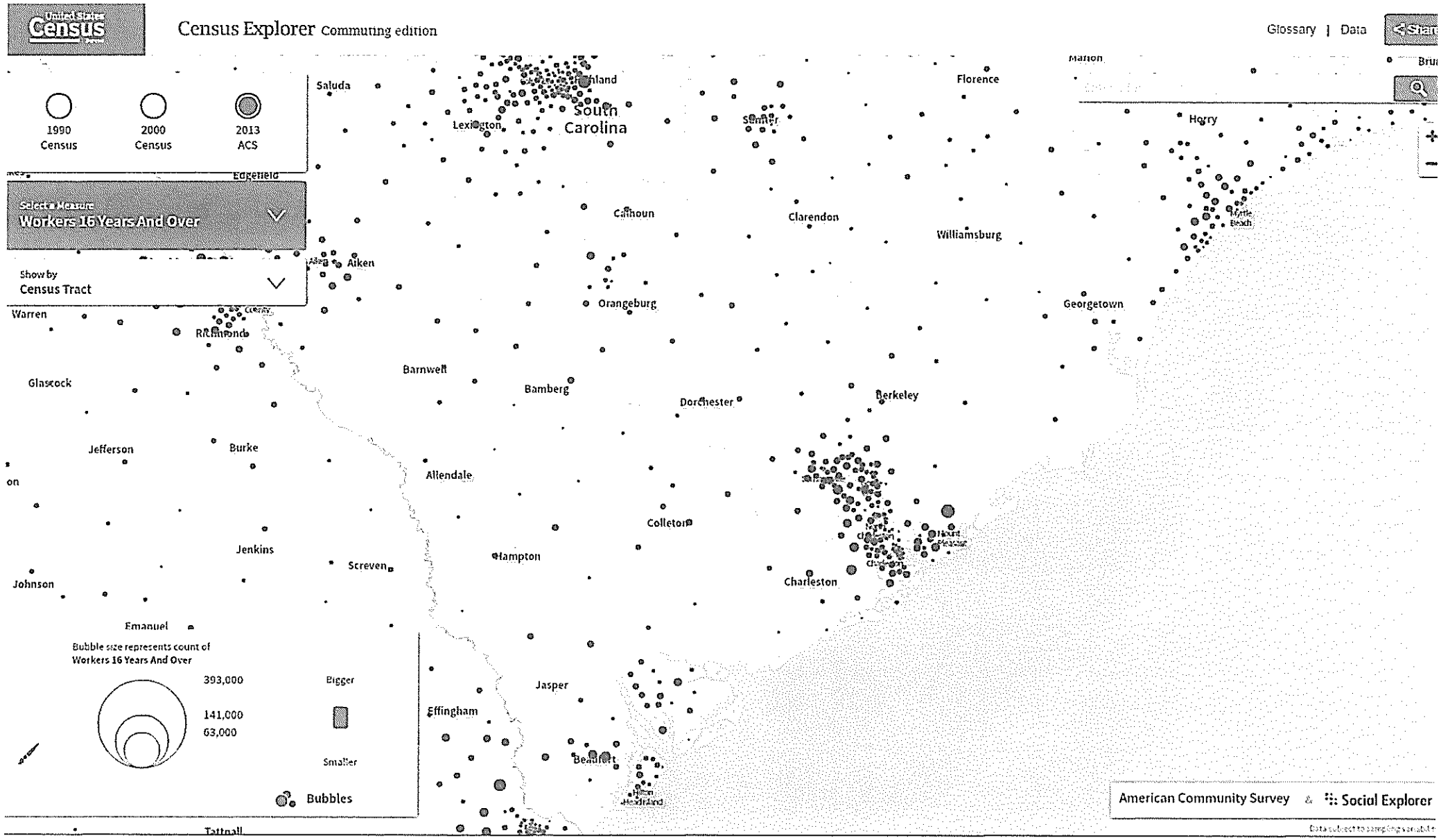


Options | Filter by Map Extent | Zoom to | Clear Selection | Refresh

ROAD CLOSED | ROADS - NOW OPEN

LOCATION	TYPE	LANES	REASON	START	COMMENT	END

eatures 0 selected


United States Census
Census Explorer Commuting edition
Glossary | Data
1990 Census
2000 Census
2013 ACS
Select a Measure
Workers 16 Years And Over
Show by
Census Tract
Saluda
Lexington
South Carolina
Sumter
Florence
Marion
Horry
Edgefield
Calhoun
Clarendon
Williamsburg
Aiken
Orangeburg
Georgetown
Warren
Richmond
Barnwell
Bamberg
Dorchester
Berkeley
Glascock
Jefferson
Burke
Allendale
Colleton
Jenkins
Screven
Hampton
Charleston
Johnson
Emanuel
Jasper
Effingham
Beaufort
Bubble size represents count of Workers 16 Years And Over
393,000
141,000
63,000
Bigger
Smaller
Bubbles
American Community Survey
Social Explorer

Road Closures and Hot Spot grid of Calls and Damage Assessments From October 2015 Rain and Flood Event

Past Road Closures
Highways
Streets
Water
City of Charleston

City of Charleston
Department of Information Technology
GIS Division
2 George St, Suite 2800
Charleston, SC 29401
www.charleston-sc.gov

© Copyright 2016 City of Charleston
All Rights Reserved

1 inch = 8,000 feet

0 4,000 8,000 Feet

0 0.5 1 2 Miles

Important Disclaimer Notice
The City of Charleston makes no warranty, representation, or guaranty as to the content, sequence, accuracy, timeliness, or completeness of any information provided herein or derived from the mapping data for any reason. The City of Charleston explicity disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. The user knowingly waives any and all claims for damages against any and all of the entities comprising the City of Charleston that may arise from the mapping data.

N W E S

Map created 2/22/2016

APPENDIX D

Project Useful Life Summary

Project Type	Useful Life (years)		Comment
	Standard Value	Acceptable Limits (documentation required)	
Acquisition/Relocation			
All Structures	100	100	
Elevation			
Residential Building	30	30–50	
Non-Residential Building	25	25–50	
Public Building	50	50–100	
Historic Buildings	50	50–100	
Structural/Non-Structural Building Project			
Residential Building Retrofit	30	30	
Non-Residential Building Retrofit	25	25–50	
Public Building Retrofit	50	50–100	
Historic Building Retrofit	50	50–100	
Roof Diaphragm Retrofit	30	30	Roof hardening and roof clips
Tornado Safe Room – Residential	30	30	
Tornado Safe Room – Community	30	30–50	Retrofit or small community safe room ≤ 16 people (30 yr), New (50 yr)
Non-Structural Building Elements	30	30	Ceilings, electrical cabinets, generators, parapet walls, or chimneys
Non-Structural Major Equipment	15	15–30	Elevators, HVAC, sprinklers
Non-Structural Minor Equipment	5	5–20	Generic contents, racks, shelves
Infrastructure Projects			
Major Infrastructure (minor localized flood reduction projects)	50	35–100	
Concrete Infrastructure, Flood Walls, Roads, Bridges, Major Drainage System	50	35–50	
Culverts (concrete, PVC, CMP, HDPE, etc.)	30	25–50	Culvert **with** end treatment (i.e., wing walls, end sections, head walls, etc.)
	10	5–20	Culvert **without** end treatment (i.e., wing walls, end sections, head walls, etc.)
Pump Stations, Substations, Wastewater Systems, or Equipment Such as Generators	50	50	Structures
	5	5–30	Equipment
Hurricane Storm Shutters	15	15–30	Depends on type of storm shutter
Utility Mitigation Projects	50	50–100	Major (power lines, cable, hardening gas, water, sewer lines, etc.)
	5	5–30	Minor (backflow values, downspout disconnect, etc.)

Project Type	Useful Life (years)		Comment
	Standard Value	Acceptable Limits (documentation required)	
Miscellaneous Equipment Projects			
Equipment Purchases	2	2–10	Small, portable equipment (e.g., computer)
	30	5–30	Heavy equipment
Wildfire Mitigation Projects			
Defensible Space/Hazardous Fuels Reduction	4	2–4	Brush – Depends on drought conditions
Vegetation Management	1	1	Grass – Depends on geographic location and precipitation
	20	3–20	Forest canopy – Must be maintained every 3 years
Ignition-Resistant Construction	10	10–30	Depends on type of construction and materials used

**** C L A I M D A T A S H E E T ***

*** OPEN - NO SUIT ***

IRF-1081 08/03/2016

POLICY: C140670016
CLAIM: 13478
OCCURRENCE: 99457
CLAIM AGENT: TAMIKA WHITENER
REINSURED NUMBER: L7027210 AA

POLICY DATES: 01/01/2015-01/01/2016
DATE REPORTED: 10/09/2015
DATE OF LOSS: 10/04/2015
NEXT DIARY: 08/05/2016

INSURED:
CITY OF CHARLESTON
POST OFFICE BOX 304
CHARLESTON, SC 29402

CONTACT: HUNTER HORNE
TELEPHONE: (843)737-2921

DESCRIPTION OF CLAIM: -OCTOBER STORM
CAUSE OF CLAIM: -COMPREHENSIVE
AMOUNT OF CLAIM: -
COVERAGE: -$1,000/$1,000
OCCURRENCE LOCATION -CHARLESTON
CD FORMS ATTACHED: -20 30
-

APPRAISER: 60027
SOUTHERN CLAIMS INC
2306 HARNETT BLVD
ISLE OF PALMS SC 29451
TELEPHONE: (980)253-7999

DEDUCTIBLE - 5,000.00
SALVAGE - 1,610.00

********** PLANTIFFS AND ATTORNEYS **********

CLAIMANT: 01 OPEN - NO SUIT
CITY OF CHARLESTON
POST OFFICE BOX 304
CHARLESTON, SC 29402
TELEPHONE: (843)720-2469

********** I N S U R E D V A L U E S & L O S S A M O U N T S **********

SGMT	PROPERTY DESCRIPTION		VEHICLES		LOSS AMOUNT
17250	FORD CROWN VICTORIA		21,116		4,997.65
	2FAFP71W67X163223	2007		0	0.00
17980	FORD CROWN VIC		21,798		3,920.88
	2FAFP71V38X161518	2008		0	0.00
19030	DODGE CHARGER		22,179		12,358.83
	2B3KA43T09H607741	2009		0	0.00
22610	FORD POLICE INTRCP	PV398	23,587		1,510.48
	1FAHP2L87DG218189	2013		0	0.00
23740	SPARTAN METRO STAR W/ LADDER		1,106,932		638,070.10
	4S7AX2E90DC078140			0	0.00

TOTAL LOSS	$	660,857.94
DEDUCTIBLE		-5000.00
PAYMENTS		-655,857.94
DUE INSURED	$	.00
SALVAGE		1,610.00
FINAL SETTLEMENT COST:	$	654,247.94

********** END OF DATASHEET FOR CLAIM 13478 **********

**** C L A I M D A T A S H E E T ***

*** CLOSED - LOSS & EXP PYMT ***

IRF-1081 08/03/2016

POLICY: C140670015
CLAIM: 86277
OCCURRENCE: 90657
CLAIM AGENT: TAMIKA WHITENER
REINSURED NUMBER: L7022726 AA

POLICY DATES: 01/01/2014-01/01/2015
DATE REPORTED: 10/01/2014
DATE OF LOSS: 09/16/2014
DATE CLOSED: 01/13/2015

INSURED:
CITY OF CHARLESTON
POST OFFICE BOX 304
CHARLESTON, SC 29402

CONTACT: HUNTER HORNE
TELEPHONE: (843)737-2921

DESCRIPTION OF CLAIM: -ID DROVE INTO A WATER PUDDLE
CAUSE OF CLAIM: -COLLISION
USER NOTES: -ANTHONY POWELL
AMOUNT OF CLAIM: -
COVERAGE: -$1,000/$1,000
OCCURRENCE LOCATION -CHARLESTON
CD FORMS ATTACHED: -20 30
-

DEDUCTIBLE - 1,000.00
SALVAGE - 605.00

********** PLANTIFFS AND ATTORNEYS **********

CLAIMANT: 01 CLOSED - LOSS & EXP PYMT
CITY OF CHARLESTON
POST OFFICE BOX 304
CHARLESTON, SC 29402
TELEPHONE: (843)720-2469

EFF DATE MM/DD/YY	R C	AMOUNT CHANGE			LOSS PAYMENTS	EXPENSE PAYMENTS
11/04/14	P	300.00			.00	300.00
11/14/14	P	7,261.67			7,261.67	300.00

********** I N S U R E D V A L U E S & L O S S A M O U N T S **********

SGMT	PROPERTY DESCRIPTION	VEHICLES	LOSS AMOUNT
19210	FORD P71 CROWN VICTORIA	22,490	8,261.67
	137446 2009	0	0.00

TOTAL LOSS	$	8,261.67
DEDUCTIBLE		-1000.00
PAYMENTS		-7,261.67
DUE INSURED	$	.00
SALVAGE		605.00
FINAL SETTLEMENT COST:	$	6,656.67

********** END OF DATASHEET FOR CLAIM 86277 **********

**** C L A I M D A T A S H E E T ***

*** CLOSED - LOSS & EXP PYMT ***

IRF-1081 08/03/2016

POLICY: C140670016
CLAIM: 14575
OCCURRENCE: 00244
CLAIM AGENT: RAVEN CORNETT-FELDER
REINSURED NUMBER: L7027535 AA

POLICY DATES: 01/01/2015-01/01/2016
DATE REPORTED: 11/04/2015
DATE OF LOSS: 10/27/2015
DATE CLOSED: 03/02/2016

INSURED:
CITY OF CHARLESTON
POST OFFICE BOX 304
CHARLESTON, SC 29402

CONTACT: HUNTER HORNE
TELEPHONE: (843)737-2921

DESCRIPTION OF CLAIM: -VEH STALLED IN WATER
CAUSE OF CLAIM: -COMPREHENSIVE
AMOUNT OF CLAIM: -
COVERAGE: -$1,000/$1,000
OCCURRENCE LOCATION -CHARLESTON
CD FORMS ATTACHED: -20 30
-

DEDUCTIBLE - 1,000.00
SALVAGE - 505.00

********** PLANTIFFS AND ATTORNEYS **********

CLAIMANT: 01 CLOSED - LOSS & EXP PYMT
CITY OF CHARLESTON
POST OFFICE BOX 304
CHARLESTON, SC 29402
TELEPHONE: (843)720-2469

EFF DATE MM/DD/YY	R C	AMOUNT CHANGE			LOSS PAYMENTS	EXPENSE PAYMENTS
12/22/15	P	300.00			.00	300.00
01/12/16	P	7,590.67			7,590.67	300.00

********** I N S U R E D V A L U E S & L O S S A M O U N T S **********

SGMT	PROPERTY DESCRIPTION	VEHICLES		LOSS AMOUNT
20890	FORD CROWN VIC	22,751		8,590.67
	2FABP7BV8BX152415 2011		0	0.00

TOTAL LOSS	$	8,590.67
DEDUCTIBLE		-1000.00
PAYMENTS		-7,590.67
DUE INSURED	$	.00
SALVAGE		505.00
FINAL SETTLEMENT COST:	$	7,085.67

********** END OF DATASHEET FOR CLAIM 14575 **********

FLOODFLASHER WITH SOLARSYNC

A cellular-based warning system for flooded roadways

Features:

- Instant notifications can be setup to warn cities about flooded roads
- No need to send out city employees to check each low point in the road
- Manual control option for pre-warning drivers before the flood conditions exist
- Robust sensor is designed to check the water level for years

Compatibility:

The FloodFlasher (AS113) is compatible with SA-SO's HD302 Beacon, SPSK Retrofit Kit, and WWD RRFB product lines.

Optional Features:

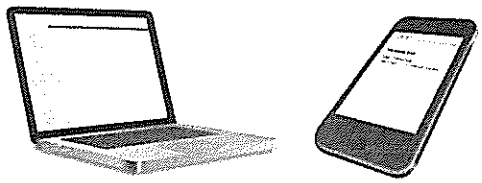
- Remote water sensor with solar power system

See the backside of this flyer for information about SA-SO's SolarSync System

SA-SO® Since 1968

BuyBoard
Contract No. 462-14

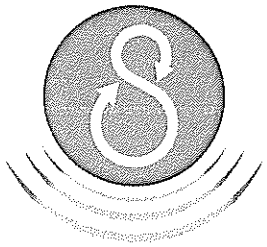
Notifications



Users can receive real-time notifications from the cloud in the form of SMS text messages or emails. Multiple individuals can be setup to receive notifications

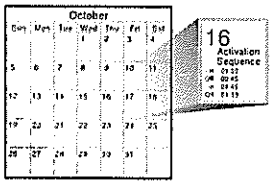
Standard messaging and data rates may apply.

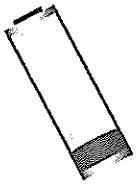
Cloud



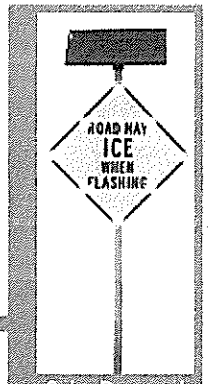
- Devices can be controlled from anywhere in the world
- Turn your units on and off with a mouse click
- Cloud-based servers ensure your devices are always connected and ready to perform

User Interface/Web App

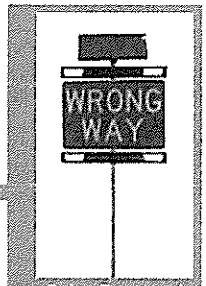




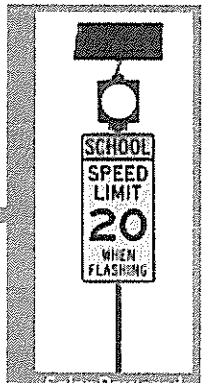
- Premium network security is implemented for all communications and web application access
- Devices can be viewed easily and assigned to groups for easy network deployment
- Schedules can be created and pushed to devices in mass
- Notifications can be setup for warning systems
- Device status can be monitored to ensure proper functioning



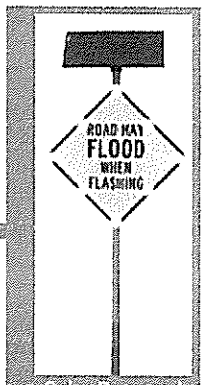
Solar Powered Retrofit Flashing Light Kit



Solar Powered Rectangular Rapid Flashing Beacon



Solar Powered Flashing Beacon



Solar Powered Retrofit Flashing Light Kit

** Ask about other available options.*

(6.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Amy K. Wharton **DEPT.** BFRC

SUBJECT: MAYORS OFFICE FOR CHILDREN YOUTH & FAMILIES-AMERICORPS VISTA PROJECT

REQUEST: To submit the AmeriCorps Continuation grant (11VSSC002) to the Corporation for National and Community Service

In the amount of $13,250 for Project Sponsorship.

COMMITTEE OF COUNCIL: W&M **DATE:** August 16, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐	Susan Herdina	☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Director-MOCYF	☒	☐		☐
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).
Due to time constraint this grant application was submitted on August 1st, 2016

CFO's Signature: Amy Wharton

FISCAL IMPACT:
Grantee Share of $138,711 will come from site fees that each selected site hosting a VISTA pays to the city

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
Executive Director

JENNIFER GORHAM
Coordinator
Division of Youth Programs

JAMIE ROPER
Coordinator
Senior Support Services

MARIAN WISCHERATH
Division Secretary

City of Charleston
South Carolina
Mayor's Office for Children Youth and Families

MEMORANDUM

To: City of Charleston City Councilmembers
From: Mindy Sturm, Director, Mayor's Office for Children, Youth and Families
Date: August 9, 2016
Subject: AmeriCorps VISTA Grant Program

The Mayor's Office for Children, Youth and Families submitted a ***Continuation Grant to the Corporation for National and Community Service on August 1, 2016***. This grant provides for 26 AmeriCorps VISTA members and 1 VISTA Leader who will complete a 1-year term of service in the Charleston community. This is our sixth year serving as the Project Sponsor. Members build capacity for non-profits and organizations in the community to help them better serve low-income clients.

Our focus areas are Education, Economic Opportunity, Health, and Veterans/Military Families. We seek to put in place systems that increase the effectiveness and scale of local organizations and programs.

The grant will be awarded by the end of August.

Please do not hesitate to contact me if you have any questions or need further information at 843-965-41960.

75 Calhoun St., Suite 3700, Charleston, SC 29401 ♦ Office (843) 965-4190 ♦ Fax (843) 965-4192
Email: sturmm@charleston-sc.gov Website: www. charleston-sc.gov/mocyf

Ways and Means
Insert #6

PART I - FACE SHEET

APPLICATION FOR FEDERAL ASSISTANCE

Modified Standard Form 424 (Rev.02/07 to confirm to the Corporation's eGrants System)

1. TYPE OF SUBMISSION:
Application [X] Non-Construction

2a. DATE SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS):
08/01/16

3. DATE RECEIVED BY STATE:

STATE APPLICATION IDENTIFIER:

2b. APPLICATION ID:
16VS186865

4. DATE RECEIVED BY FEDERAL AGENCY:
08/01/16

FEDERAL IDENTIFIER:
11VSSSC002

5. APPLICATION INFORMATION

LEGAL NAME: City of Charleston, MOCYF

DUNS NUMBER: 077990786

ADDRESS (give street address, city, state, zip code and county):
75 Calhoun Street, Suite 3700
Charleston SC 29401 - 2901
County: Charleston

NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give area codes):
NAME: Melinda Jean Sturm
TELEPHONE NUMBER: (843) 965-4190
FAX NUMBER: (843) 965-4192
INTERNET E-MAIL ADDRESS: sturmm@charleston-sc.gov

6. EMPLOYER IDENTIFICATION NUMBER (EIN):
576000226

7. TYPE OF APPLICANT:
7a. Local Government - Municipal
7b. Local Government, Municipal

8. TYPE OF APPLICATION (Check appropriate box).
[ ] NEW [ ] NEW/PREVIOUS GRANTEE
[X] CONTINUATION [ ] AMENDMENT
If Amendment, enter appropriate letter(s) in box(es): [ ] [ ]
A. AUGMENTATION B. BUDGET REVISION
C. NO COST EXTENSION D. OTHER *(specify below)*:

9. NAME OF FEDERAL AGENCY:
Corporation for National and Community Service

10a. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 94.013
10b. TITLE: VISTA State

11.a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
Charleston Area Service Collaborative
Program Type: Support Grant Cost Share: [X]
11.b. CNCS PROGRAM INITIATIVE (IF ANY):

12. AREAS AFFECTED BY PROJECT (List Cities, Counties, States, etc):
Charleston County, SC

13. PROPOSED PROJECT: START DATE: 09/06/16 END DATE: 09/03/17

14. CONGRESSIONAL DISTRICT OF: a.Applicant SC 01 b.Program SC 01

15. ESTIMATED FUNDING: Year #: 6

a. FEDERAL	$ 13,250.00
b. APPLICANT	$ 138,711.00
c. STATE	$ 0.00
d. LOCAL	$ 0.00
e. OTHER	$ 0.00
f. PROGRAM INCOME	$ 0.00
g. TOTAL	$ 151,961.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
[ ] YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:
DATE:
[X] NO. PROGRAM IS NOT COVERED BY E.O. 12372

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
YES if "Yes," attach an explanation. [X] NO

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. TYPED NAME OF AUTHORIZED REPRESENTATIVE:
Melinda Jean Sturm

b. TITLE:
Director

c. TELEPHONE NUMBER:
(843) 965-4190

d. SIGNATURE OF AUTHORIZED REPRESENTATIVE:

e. DATE SIGNED:
08/01/16

Narratives

1994 to ensure the positive development and improve the lives of children and families by mobilizing resources in the community. We seek to accomplish this by facilitating communication, strengthening and enhancing community capacity, piloting new initiatives, and catalyzing and encouraging community collaboration.

MOCYF functions as a service enabler, not a service provider. MOCYF's role is to provide the infrastructure that supports service providers, identifies needs, helps create evidence-based programs to meet those needs, and ensures long-term sustainability of services.

Within the Priority Areas of our grant, Education, Health, Economic Opportunity, and Veterans/Military Families, we will seek to identify and place members with agencies working toward the following goals:

Education: In response to data, and the goals set by our Cradle to Career Collaborative, we will seek in the next 5 years to focus on Improving Literacy, Early childhood system development, Improving Graduation outcomes, Increasing Leadership Skills among youth, and Improving Outcomes in post-secondary degree attainment. We will also focus on strengthening organizations emphasizing STEM activities and programs.

Health: Promoting and improving physical and mental health outcomes for low-income families and other under-represented groups; improving access to healthcare; improving access to nutritious food for families and seniors.

Economic Opportunity: Assisting low-income families in times of crisis with financial needs; Providing job training for low-income individuals and Veterans; providing access to housing for the homeless.

Veterans/Military Families: Providing assistance to veterans to meet their immediate needs (financial, health, job/training, etc.); Providing support to military families; Strengthening the collaboration of veteran serving organizations in the community.

We would anticipate that agencies would be able to make strides in these goal areas annually.

agency focus. Our focus areas are Education, Economic Opportunity, Health, and Veterans/Military Families.

Education

Charleston County School District is the second largest district in the state serving approximately 45,000 students in 80 schools. Within the school district, 56.2% of the schools are Title I, with 59.6% of all elementary schools and 50% of middle and high schools being Title 1. Of the Title I schools, 60% of them are at an 85% or higher poverty rate and throughout all schools approximately 49% (24,798) of students receive free or reduced lunch rates. 19.0% of children in Charleston County live in a high poverty area. Children whose parent or caregivers have low literacy skills enter kindergarten behind their peers, and often are never able to catch up. 17.7% of kindergarteners are consistently not ready for 1st grade and 14.1% of students in 3rd grade are over age.

Source: Charleston County School District, U.S. Department of Education, National Center for Education Statistics, National Assessment of Educational Progress (NAEP) U.S. Census Bureau, American Community Survey 2006-2010 5-Year Estimates

The Charleston County School District high school graduation rate for the 2014/2015 school year was 83.8 percent, an increase of 3.5 percentage points. While the overall graduation rate for the District improved, the largest single year increase was for African American students, whose graduation rate rose from 71.6 percent to 77.8 percent, a 6.2 point increase. The graduation rate for Hispanic students rose from 75.6 to 76.4 percent. Source: Charleston County School District

While we are moving in the right direction, our community has a long way to go with ensuring that our minority and low-income students are afforded the same opportunities for success, and that they are prepared not only to graduate high school, but to persist in college.

Our District continues to struggle with an Achievement Gap, which leaves more minority students behind academically.

Tri-County Cradle to Career reports that, in the tri-county region, 81% of Black children and 73% of Hispanic children are not reading on grade-level by the end of third grade, which is a significant predictor of high school graduation college success. Source: TriCounty Cradle to Career Regional Education Report

Active participation by students in service-learning and leadership programs is imperative for effective learning; this makes service-learning an effective strategy for improving student achievement and engagement. Almost 10.6 million youth nationwide have engaged in community service as part of a

Narratives

The poverty rate for Charleston County is 16.8% the rate of Children 0 ¿ 17 in poverty is 25.7%

Source: United States Department of Agriculture: Economic Research Service

While the Charleston area has made progress on issues of economic opportunity, including issues related to unemployment and homelessness, there are still many needs to be met in the community. The Charleston Area Service collaborative looks to build capacity at organizations across the Charleston community that address these issues directly. In addition our project looks to assist organizations in expanding their capacity to provide financial literacy resources and education. These efforts are intended not only to benefit those who are unemployed, homeless, or in poverty, but prevent others from falling into one of these categories as well.

Health

According to the CDC, the obesity rate in South Carolina was the tenth highest in the nation in 2009. This number is alarming. 29.4 percent of South Carolina adults are obese. That is almost one in three.

Adult Overweight and Obesity Rates in South Carolina

Years	% Overweight	% Obese	Total %
2000	36.9	22.0	58.9
2003	35.8	24.5	60.3
2006	36.0	29.4	65.4
2008	35.2	30.7	65.9

Source: Hands on Health South Carolina

South Carolina is one of the unhealthiest states, ranking 46th nationally. Nearly 20% of the state is uninsured, resulting in widespread lack of access to basic primary care (Palmetto Project). An estimated 111,000 SC children 19 and under are without health insurance of any kind.

Children and youth who have continuity of care are better able to manage chronic illnesses, and are healthier overall, which allows them to miss fewer days of school for illness.

In Charleston County, almost half of adults exercise less than the recommended 2 hours a week while 80% eat less than the recommended amount of fruit and vegetables. The obesity rate among adults is nearly 20% (SC DHEC--DNAPO 2011). Due to limited health literacy, parents are not adequately equipped to educate their children on healthy practices.

Nationally, the numbers for minority groups are even more startling. Hispanic children are over one-

Narratives

Military children are forced to move about 6-9 times during their school career, which can affect their academic performance, can contribute to behavioral issues, and lead to social difficulties. This rate is about 3 times as much as a non-military child moves in their school career.

Source: Military Community Connections

With the above needs of the Charleston community, we seek to utilize the resources of AmeriCorps VISTA to assist agencies, organizations and non-profits in building their individual and collective capacity to respond to the need by building more effective systems of service delivery. These may be internal or external systems and may be intra-agency or inter-agency. Our VISTA sites have crafted VISTA Projects that will allow them to obtain better outcomes for the populations they serve.

Strengthening Communities

Strengthening communities
In this section, describe how your VISTA project aims to complement or expand current efforts in the community to address the need(s) described. Your response should encompass the following:
¿ A description of how the project will be designed to build long-term sustainability in an organization or program to ensure it continues after VISTA resources end.

Within our current project, we focus on sustainability in all aspects of the work, from site selection, to VAD creation, to member training and member management. It is important that each actor in the system understand the role of VISTA and adheres to the requirements and regulations to ensure capacity building and sustainability. We have become more adept at working with sites to ensure the proper role and placement of a VISTA, and to ensure that the understanding of how to utilize a VISTA pervades the organization, with the site supervisor empowered to manage the project work and support the member in the organization.
Likewise, it is important to train members on how to effectively build sustainability within the organization by thinking of how the work will be accomplished and continued once they leave. We have more and more focused on building in specific activities to train staff and key volunteers to do the work beyond the VISTA year.

¿ How VISTAs would be used, and how many VISTAs you are requesting.

vehicle or is the position accessible via public transit or does the position require use of an agency vehicle? How far might the VISTA travel on a monthly basis for service-related commitments? What is your organizations' reimbursement process for service-related travel?

* Whether your organization has the capacity to provide additional incentives, such as housing assistance. If so, provide detailed information to determine if the incentives are allowable based on VISTA regulations.

* The plan for on-site orientation of VISTA members to your organization and the community within the first month of service. VISTA sponsors are expected to provide initial orientation and ongoing training. Describe training opportunities, technical assistance, and conferences that would be available to members throughout their service. If trainings, conferences, etc., will take place out of the state, the CNCS State Office must be notified in advance to review and approve the training and travel.

We target our recruitment efforts on activities that have a statewide or national focus and prescreen all applicants. We promote our VISTA positions at a variety of job fairs within the Charleston area. Some of the job fairs target recent graduates, while others are community job fairs, often targeting veterans and military families. All of our positions are posted in eGrants, and we provide sites with a Google Document that contains information from the Leaders regarding each applicant based on their conversations with them.

In addition, we post our positions to Charleston area colleges and university sites (College of Charleston, Charleston Southern University, The Citadel), as well as the University of South Carolina system, and regionally as needed. We encourage sites to utilize their own networks for recruitment as well.

Our organization prescreens all applications that are submitted through egrants to help our sites select candidates to interview. We use a set form that evaluates the application in a number of areas such as motivation and commitment, flexibility, maturity, interpersonal skills, and related experience. Each area is rated on a scale of 1-5 with 1 being inadequate and 5 being excellent. Candidates scoring a 21 or higher are recommended for interviewing. Depending on the application, applicants may also be contacted to clarify their interests to best match them with specific projects. Candidates who are recommended for interviewing are then entered into the shared Google document where all sites can see notes from the prescreening. From there, sites select who they would like to interview.

As a multi-site project, our sites each have a unique project plan for the potential VISTA, and, as such, individual skills needed varies in some respects. However, we recommend that our VISTA applicants

overall goals of the CASC, to help them see the vision for the project and their role in achieving the vision. Our sites will then continue OSOT for the first 2-4 weeks, providing information on their sites, the project, and working with the VISTA so that they understand their role and their VAD. Helping the VISTA to understand the culture of the agency/organization, as well as the community in which they will be working is key to a successful OSOT. This is a need many of our VISTA's have brought to our attention. They understand poverty very well after attending PSO, but need an understanding of the cultural context in which they will be working. This year we will also have at least one member participating in the BLEND PSO option, and we intend to support the member and the site through this process.

During the VISTA year, the Leader will plan and facilitate trainings for the VISTA members. We ask VISTAs and site supervisors to identify training needs based on the VAD's and the abilities they are seeing, or not seeing, in their members, and respond accordingly. We also provide individual training and mentoring when the need arises.

We provide training for site supervisors using our Recruitment Guidebook so they are prepared to interview potential VISTAs. Training for project site supervisors includes an orientation to the e-grants system, a review of the role and responsibility of project sites, an overview of VISTA and the benefits for members, and other administrative details. The training agenda covers effective recruitment and selection techniques, sample interview questions, sample reference check questions, and the process for selecting a candidate. Each site receives an interview checklist detailing the specific items they should go over with candidates during an interview and before offering a position. We encourage all sites to request a resume from candidates and provide the job description (VAD) to them before the interview. Individual sites conduct local interviews in person and phone interviews for others, and consider the possibility and necessity of holding second interviews when warranted or needed. Sites are expected to select a candidate who brings the necessary skills, knowledge and background to achieve the activities of the VAD and can contribute to the overall Charleston Area Service Collaborative Project.

We are prepared to troubleshoot matters that arise, such as sites not comprehending the importance of selecting the candidate with the right fit for the site and project, or not selecting candidates in a timely fashion, as well as not having enough qualified candidates to apply. To ensure that we have qualified candidates, the first step is to assist sites in creating good VAD's and job descriptions that clearly defines the duties and responsibilities of the position, identify tasks, outcomes etc.

VISTA Assignment

qualified candidates, the first step is to assist sites in creating good VAD's and job descriptions that clearly defines the duties and responsibilities of the position, identify tasks, outcomes etc.

Project Management

Project Management

In addition to the information provided in the Concept Paper, describe your plan for providing daily supervision to the VISTA members assigned to the project. Include the following information:

* Name of the supervisor(s), indicating whether supervision will be a part- or full-time responsibility

* Strategies you aim to employ to ensure members are prepared for their assignments and the ongoing support you will provide

* Plans for monitoring member(s)' progress in meeting the duties listed in their VISTA Assignment Description (VAD) relative to the project plan.

The Project Supervisor for our project will be Mindy Sturm, who is a full-time member of the MOCYF staff. A percentage of her time will be devoted to the AmeriCorps VISTA Project.

To prepare members for their year as a VISTA, we conduct a 1-day OSOT with our office, followed by a lengthy (2-4 week) orientation at their individual site. We hold monthly meetings with our members to provide them with training and professional development, and also to provide an opportunity for them to network with their peers. Our VISTA leader plans and conducts these meetings with the support and assistance of the Project Supervisor. Additionally, we plan trainings on specific subjects, like volunteer management, to assist members working in specific areas. Our VISTA Leader also will meet one on one with the members to address any needs or concerns. We also conduct site supervisor meetings/trainings to ensure that they are able to be a support to their member throughout the year and communicate through email when challenges arise.

Our members fill out monthly report forms that gather standard data, site-specific data, and also narrative information. Our Leader will then compile and analyze that data for reporting purposes. Site supervisors sign off on the reports to ensure that they are aware of their member's progress and any needs they may have.

Given that we are a multi-site project, we work in close contact with all of our site supervisors throughout the entire VISTA experience, from creating a VAD, through recruitment, and of course throughout the service year. Each site is required to have a designated site supervisor, and this person attends meetings at our office approximately 4 times per year. We also conduct 1-2 site visits with each site each year, and this site visit is with the member and the supervisor.

Narratives

* How will other staff or volunteers be involved in the project? What resources--including office and desk space, access to computer and phone, and other supplies--will you provide to the VISTA member(s)?
* If you organization will share the cost of some or all of the VISTA members, please indicate the confirmed or potential source(s) of the funds.

The City of Charleston has a long history of receiving and effectively utilizing Corporation resources. The Southeast Campus of NCCC was housed on the Navy base in Charleston and served this community for 12 years. The City of Charleston partnered with NCCC to develop school partnerships and plan and implement service learning projects. The Mayor's Office for Children, Youth and Families (MOCYF) trained and coordinated NCCC Project Teams in Charleston County schools. MOCYF was an AmeriCorps VISTA project site for 6 years under the project sponsored by the Noisette Foundation prior to becoming the Project Sponsor in 2011. Since 2011, we have effectively served as the project sponsor, working with a number and variety of sites to ensure success at the site level. MOCYF has also partnered with the Charleston County School District Community Education program on a Learn and Serve grant. We have collaborated with national direct AmeriCorps programs such as Habitat for Humanity, Campus Compact, and also partner with state AmeriCorps programs in Charleston. The City of Charleston participated in the Mayors Day of Recognition for National Service again in 2016, recognizing all streams of national service during a meeting with new Mayor, John Tecklenburg.

The Mayor's Office for Children, Youth and Families has a Commission in place comprised of key leaders in the community, including public agencies, non-profit organizations and other entities. This Commission provides a mechanism for the office to be involved in community projects and initiatives and helps to bring cohesiveness to everyone's work.

The City of Charleston prepares and monitors the City's annual budget for general funds, enterprise funds and capital projects. The Budget/Finance Department of the City of Charleston has financial policies in place that set the basic framework for the fiscal management of the City and all financial matters related to City business. The City follows the provisions of the Code of Law of the State of South Carolina and the City Code of the City of Charleston and the accounting principles as established by the government accounting standards board. The City of Charleston utilizes IFAS as our financial management system. Additionally, MOCYF staff has training, technical assistance, project development and management experience.

Narratives

Chucktown Squash 2

ECM 3

MOCYF 1

PLAN FOR RECRUITING HIGH QUALITY ASSOCIATES

Each site will recruit based on the needs of their project, and will be asked to think about and write down the skills and abilities they will be looking for in an ideal candidate. We will advertise on the AmeriCorps website, and recruit for Summer Associates through E-grants. Additionally, each site will conduct their own external advertisement and recruitment through other sources, such as South Carolina Association of Nonprofit Organizations, local universities and colleges, social media, and community word of mouth. Our office will assist with screening of potential applicants to ensure that they are committed to service and have the necessary skills to be successful as a VISTA Summer Associate. Each site will conduct interviews on their own and select their own candidate(s).

STATEMENT OF THE POVERTY-RELATED PROBLEM OR CHALLENGE TO BE ADDRESSED

Our Lady of Mercy

The Summer Associate VISTA would assist in the area of education by building capacity and serving in Our Lady of Mercy Community Outreachés (OLMCO) Yes I Can! Summer Camp (YICSC) program. The YICSC is designed for socially and economically underserved young people in the community to stay academically active and to prevent the academic sliding during the summer months, which often contributes to a learning gap between themselves and their peers. Similar summer programs have been shown to be effective in preventing academic losses in the summer months for students in areas like reading and mathematics. The YICSC curriculum is designed to maintain skills in literacy and mathematics while improving knowledge of nutrition and providing opportunities for physical activity. YICSC also partners with the Seamless Summer program to provide a healthy, nutritious breakfast and lunch to participants to fight summer food insecurity.

Chucktown Squash Scholars

Chucktown Squash Scholars is a free year-round youth development program, which uses the sport of squash, in combination with academic tutoring, literacy development, fitness education, community service, and mentoring to make a difference in the lives of Charlestonés underserved youth population.

Chucktown Squashés program model is based on research that demonstrates:

é Increased attendance in out-of-school programs improves studentés academic achievement and the

giving back to their community and gain leadership skills.

NARRATIVE

Our Lady of Mercy

The Summer Associate VISTA would begin by going through trainings to familiarize themselves with OLMCO and their role in the organization. Following these trainings, they would begin to combine existing program curriculum with newly designed curriculum and activities in line with local and national best practices to be implemented by staff and volunteers in the areas of reading, science, mathematics, and nutrition. The Summer Associate VISTA would also help to ensure we have all necessary supplies and resources to carry out the program. After YICSC begins, the Summer Associate VISTA would implement activities with youth, supervise volunteers in implementing activities and interacting with youth, and help in day to day maintenance of facilities. They would also continue to ensure all necessary materials are available to volunteers and staff including physical materials and lesson plans. After YICSC ends, the Summer Associate VISTA will help prepare the physical space for the start of fall youth after school programs and aid in evaluation of the YICSC program with special attention to qualitative data gained through informal interviews/surveys with volunteers, youth, and parents.

Outputs of this activity would include the creation or strengthening of summer nutrition and mathematics activities for youth; youth participating in summer reading, math, and nutrition activities as well as having opportunities to participate in physical activities; healthy breakfasts and lunches served to youth participants for the duration of the camp; and other enrichment activities for youth such as field trips and opportunities to learn about local ecosystems. Expected outcomes from these activities include the prevention of academic sliding during the summer months leading to the lessening of the learning gap between youth participants and their peers, reduction of food insecurity during the summer months of economically underserved youth participants in the program, and the development of additional plans for math and nutrition activities that can be used in future years.

In the past OLMCO has partnered with a large number of organizations and local businesses in order to provide services and a wide variety of enrichment activities for youth participants. OLMCO has partnered with Youth to Ocean and Camp St. Christopher to provide enrichment activities and environmental education to students. MUSC has provided volunteers and activities to enhance nutrition curriculum. OLMCO partners with the Johnés Island Library to provide relevant, level-appropriate books for students to enjoy during daily reading time. Charleston County School Districtés Seamless Summer Feeding Program provides healthy breakfasts and lunches to students during the

often an afterthought of school systems or not offered at all, especially in restrictive funding environments. Together with Engaging Creative Minds, The College of Charleston, Charleston County School District, and other community partners, we will offer students 6-weeks of engaging STEAM courses and exposure opportunities. Our ability to deliver outcomes to our students is measured both in the short-term (using school report cards, MAPP testing scores, attendance rates, pre- and post-surveys, and athletic benchmarks) and in the long-term (using rentention rates, high school graduation rates, and college enrollment rates).

The Summer STEAM Institute is a fast-moving, high-energy, 6-week summer program created to address summer learning loss and provide opportunities for rising 3rd-8th and 9th-12th grade students from all over the tri-county area to engage in meaningful experiences that keep them engaged and on track for the next school year by working alongside local STEM professionals, artists, and athletes. Chucktown Squash Scholars students will receive free scholarships to attend summer camp and are exclusively from underserved areas in Charleston County.

To assist in capacity building and the overall advancement of our students, we hope to hire 2 summer associates to assist with summer camp and program planning. It is of the utmost importance to our organization to make our summer associates feel welcomed and properly trained prior to interacting with our participants, volunteers, and families. The summer associates will participate in on-going training with all staff and volunteers prior to the start of camp, including; CPR/First Aid certification and Darkness to Light training, along with professional development and leadership training opportunities throughout the summer. The Executive Director of Chucktown Squash Scholars will directly oversee the summer associates, and will be on-site all 6-weeks. We will provide and cover all necessary expenses related to summer camp activities, and work closely to ensure all needs and requirements are met. The camp will run from June 13th-July 22nd, and will wrap-up with a celebration for all those participating. Evaluations will be conducted at the end of each week, with a comprehensive assessment at the end of their 10-week term.

Engaging Creative Minds

VISTA Summer Associates working with ECM in the Summer STEAM Institute will do the following:

Operations VISTA

¿ Coordinate/Manage all TV/Media appearance

¿ Manage all special guest appearances/photo ops

¿ Operational support for ECM and STEAM camp - Citadel and College of Charleston

constituents in order to orchestrate the camp. They will work closely with and learn valuable skills from our staff that can easily transfer to different workplaces. They will be responsible for a number of activities and will use their creativity, collaboration skills, and ingenuity to ensure the camp runs smoothly and is exciting for campers. We anticipate our VISTAs will be more confident in their program coordination and event planning skills. As well as have a deeper understanding of the needs of campers and how to work with young, at-risk students. They will have first-hand knowledge of the challenges and benefits of arts integrated learning and community coordination, and ultimately, feel inspired to continue similar work in their own communities.

Our Partners support STEAM through barter, donations, time and skill-based volunteers.

Partners that actively participated in the Summer STEAM Institute: the Boeing Company, Clemson College of Engineering and Science, The College of Charleston, The Citadel, Clarendon County School District, Chucktown Squash, CCSD, Clemson Center for Workforce Development, Lowcountry Hall for Science and Math at the College of Charleston. Partners that provided funding or donations: the Intertech Group, SC Arts Commission, CCSD, Publix, Lowcountry Food Bank, Earthfare, C&S Wholesale Grociers

We will provide a two day orientation so that the VISTA Summer Associates are familiar with the purpose as well as the day to day procedures of the Summer STEAM Institute. The ECM Staff meets daily on tasks, methods and outcomes as well.

Summer STEAM Institute has three full time camp staff onsite daily for supervision, guidance and assistance to the Summer VISTA. ECM anticipates having our Charleston Marathon vehicle available for the summer program.

Engaging Creative Minds conducts high level evaluations and documentation through a contracted evaluator.

Youth Volunteer Corps

The Summer Associate will collaborate with other Team Leaders and the Program Director to work alongside the youth volunteers and Institute attendees. The Associate will incorporate structured project activities, team builders, service-learning and reflections each week that promote teamwork and social interaction as well as an understanding for the cause(s) being served through direct and indirect volunteer events.

The Associate will help create leadership opportunities for youth to develop new job and life skills as well as help plan projects, conduct surveys and gather, review and analyze data from the Institute to build capacity and sustainability for future Institutes.

constituents in order to orchestrate the camp. They will work closely with and learn valuable skills from our staff that can easily transfer to different workplaces. They will be responsible for a number of activities and will use their creativity, collaboration skills, and ingenuity to ensure the camp runs smoothly and is exciting for campers. We anticipate our VISTAs will be more confident in their program coordination and event planning skills. As well as have a deeper understanding of the needs of campers and how to work with young, at-risk students. They will have first-hand knowledge of the challenges and benefits of arts integrated learning and community coordination, and ultimately, feel inspired to continue similar work in their own communities.

Our Partners support STEAM through barter, donations, time and skill-based volunteers.

Partners that actively participated in the Summer STEAM Institute: the Boeing Company, Clemson College of Engineering and Science, The College of Charleston, The Citadel, Clarendon County School District, Chucktown Squash, CCSD, Clemson Center for Workforce Development, Lowcountry Hall for Science and Math at the College of Charleston. Partners that provided funding or donations: the Intertech Group, SC Arts Commission, CCSD, Publix, Lowcountry Food Bank, Earthfare, C&S Wholesale Grociers

We will provide a two day orientation so that the VISTA Summer Associates are familiar with the purpose as well as the day to day procedures of the Summer STEAM Institute. The ECM Staff meets daily on tasks, methods and outcomes as well.

Summer STEAM Institute has three full time camp staff onsite daily for supervision, guidance and assistance to the Summer VISTA. ECM anticipates having our Charleston Marathon vehicle available for the summer program.

Engaging Creative Minds conducts high level evaluations and documentation through a contracted evaluator.

Youth Volunteer Corps

The Summer Associate will collaborate with other Team Leaders and the Program Director to work alongside the youth volunteers and Institute attendees. The Associate will incorporate structured project activities, team builders, service-learning and reflections each week that promote teamwork and social interaction as well as an understanding for the cause(s) being served through direct and indirect volunteer events.

The Associate will help create leadership opportunities for youth to develop new job and life skills as well as help plan projects, conduct surveys and gather, review and analyze data from the Institute to build capacity and sustainability for future Institutes.

to receive resources and training from your organization?
* How will you monitor the sites for compliance with AmeriCorps VISTA rules and regulations as required in the Memorandum of Agreement? How will you monitor and hold intermediary sites accountable for meeting program goals and providing member management information as required?

* If the programmatic focus area(s) of the sites will not be the same and will not roll up into a single set of performance measures, explain why an intermediary sponsorship is necessary. Present a compelling plan to provide assistance or support to build site capacity, both in general and as it relates to the various focus area(s).
* If sites will be required to provide funds to your organization for inclusion in the project, provide the amount(s) and its intended use.

As a multi-site project, our individual sites will each serve a specific population depending on the agency focus. Our focus areas are Education, Economic Opportunity, Health, and Veterans/Military Families.
Education
Charleston County School District is the second largest district in the state serving approximately 45,000 students in 80 schools. Within the school district, 56.2% of the schools are Title I, with 59.6% of all elementary schools and 50% of middle and high schools being Title 1. Of the Title I schools, 60% of them are at an 85% or higher poverty rate and throughout all schools approximately 49% (24,798) of students receive free or reduced lunch rates. 19.0% of children in Charleston County live in a high poverty area. Children whose parent or caregivers have low literacy skills enter kindergarten behind their peers, and often are never able to catch up. 17.7% of kindergarteners are consistently not ready for 1st grade and 14.1% of students in 3rd grade are over age.
Source: Charleston County School District, U.S. Department of Education, National Center for Education Statistics, National Assessment of Educational Progress (NAEP) U.S. Census Bureau, American Community Survey 2006-2010 5-Year Estimates
The Charleston County School District high school graduation rate for the 2014/2015 school year was 83.8 percent, an increase of 3.5 percentage points. While the overall graduation rate for the District improved, the largest single year increase was for African American students, whose graduation rate rose from 71.6 percent to 77.8 percent, a 6.2 point increase. The graduation rate for Hispanic students rose from 75.6 to 76.4 percent. Source: Charleston County School District

individuals. 461 of these individuals were in Charleston County, representing 9% of the total homeless individuals counted. 198 of these homeless individuals were found to be unsheltered having not been placed in traditional housing or in emergency shelter.

While the 2016 PiT count revealed that the overall rate of homelessness across the Lowcountry (with Charleston representing by and large the greatest portion of that population had decreased from 2014 and 2015, the total number of unsheltered homeless individuals has risen dramatically. In 2014 and 2015 the percentage of unsheltered homeless persons were 26% and 27% respectively. In the 2016 report, the percentage has risen to 48%.

Source: Lowcountry Homeless Coalition Point in Time Report 2016

The poverty rate for Charleston County is 16.8% the rate of Children 0 ¿ 17 in poverty is 25.7%

Source: United States Department of Agriculture: Economic Research Service

While the Charleston area has made progress on issues of economic opportunity, including issues related to unemployment and homelessness, there are still many needs to be met in the community. The Charleston Area Service collaborative looks to build capacity at organizations across the Charleston community that address these issues directly. In addition our project looks to assist organizations in expanding their capacity to provide financial literacy resources and education. These efforts are intended not only to benefit those who are unemployed, homeless, or in poverty, but prevent others from falling into one of these categories as well.

Health

According to the CDC, the obesity rate in South Carolina was the tenth highest in the nation in 2009. This number is alarming. 29.4 percent of South Carolina adults are obese. That is almost one in three.

Adult Overweight and Obesity Rates in South Carolina

Years	% Overweight	% Obese	Total %
2000	36.9	22.0	58.9
2003	35.8	24.5	60.3
2006	36.0	29.4	65.4

nearly one in seven homeless adults is a veteran and 1.5 million others are at-risk of homelessness due to poverty, lack of support networks, and dismal living conditions (Center for American Progress 2012).

Source: Pew Research Center; Post and Courier; Center for American Progress

According to the Wounded Warrior Project, 32.7% of veterans attribute mental health issues as a factor in not being able to obtain employment (2012). Charleston providers are creating a network to address homelessness among veterans, but are noting needs of healthcare, housing, and employment training and a lack of continuum or continuity of care.

Source: Wounded Warrior Project

There are many service providers in our area who are focused on serving a Veteran, but not as many that specifically focus on the military child. This is why MCC has requested a VISTA: to bring awareness to this lack of services for a vulnerable population.

Military children are forced to move about 6-9 times during their school career, which can affect their academic performance, can contribute to behavioral issues, and lead to social difficulties. This rate is about 3 times as much as a non-military child moves in their school career.

Source: Military Community Connections

With the above needs of the Charleston community, we seek to utilize the resources of AmeriCorps VISTA to assist agencies, organizations and non-profits in building their individual and collective capacity to respond to the need by building more effective systems of service delivery. These may be internal or external systems and may be intra-agency or inter-agency. Our VISTA sites have crafted VISTA Projects that will allow them to obtain better outcomes for the populations they serve.

The following organizations have been selected as our sites this year to address the above outlined needs with the assistance of VISTA resources. These sites were selected after an application and Grant Review Team process. We invited local leaders who are familiar with the non-profit and service arena to help score and make recommendations on sites. The sites were selected based on their direct ties to the impoverished communities in the area, and their ability to effectively understand and utilize VISTA/CNCS resources to create change in such communities.

Be a Mentor

College of Charleston- Center for Partnerships to Improve Education/Jefferson Awards

data we need to ensure that progress is being made. We create individualized monthly reports for each site that the VISTA member is responsible for filling out. We also conduct site visits to be a resource to sites and members.

The City of Charleston has a long history of receiving and effectively utilizing Corporation resources. The Southeast Campus of NCCC was housed on the Navy base in Charleston and served this community for 12 years. The City of Charleston partnered with NCCC to develop school partnerships and plan and implement service learning projects. The Mayor's Office for Children, Youth and Families (MOCYF) trained and coordinated NCCC Project Teams in Charleston County schools. MOCYF was an AmeriCorps project site for 6 years under the VISTA project sponsored by the Noisette Foundation prior to our becoming the Project Sponsor in 2011. MOCYF has also partnered with the Charleston County School District Community Education program on a Learn and Serve grant for the past three years serving six schools on James Island. We have collaborated with national direct AmeriCorps programs such as Habitat for Humanity, Campus Compact, and HandsOn, and also partner with state AmeriCorps programs in Charleston. The City of Charleston participates in the Mayors Day of Recognition for National Service recognizing all streams of national service in Charleston. In 2015, the City also planned a networking and outreach event celebrating the 50th Anniversary of VISTA.

The City of Charleston prepares and monitors the City's annual budget for general funds, enterprise funds and capital projects. The Budget/Finance Department of the City of Charleston has financial policies in place that set the basic framework for the fiscal management of the City and all financial matters related to City business. The City follows the provisions of the Code of Law of the State of South Carolina and the City Code of the City of Charleston and the accounting principles as established by the government accounting standards board. The City of Charleston utilizes ONESolution as its financial management system. City Finance Staff prepare reports for CNCS and are very familiar with the procedures and adhere to all relevant policies. Additionally, MOCYF staff has training, technical assistance, project development and management experience.

As a recipient of federal and state grants, the City is responsible for ensuring that an adequate internal control structure is in place to secure compliance with applicable laws and regulations. The City's Grants Manager and Senior Accountant provide the daily management of financial responsibilities of the grant and monitor the grant for compliance. This internal control structure is also subject to periodic evaluation by Internal Audit. With this structure solidly in place, the City of Charleston has the infrastructure and staff to manage a program such as AmeriCorps VISTA.

Sites

Site Name: Be A Mentor **EIN:** 04-3704334 **Type:** PM and Placement
Address: 1850 Truxtun Ave **SA:**
Charleston, SC 29405-1900
Contact: Kristin Cunningham **Phone:** 9193083256 **Email:** kcunningham@beamentornow .org

Site Name: Camp Happy Days **EIN:** 57-0755466 **Type:** PM and Placement
Address: 1622 Ashley Hall Road **SA:**
Charleston, SC 29406-3824
Contact: Cindy Hay Johnson **Phone:** 8437637333201 **Email:** cindy@camphappydays.org

Site Name: Center for Women **EIN:** 57-0921549 **Type:** Performance Measurement
Address: 129 Cannon St **SA:**
Charleston, SC 29403-5720
Contact: Leigh Ann Garrett **Phone:** 8437637333201 **Email:** leighann@C4w omen.org

Site Name: Charleston Area Senior Citizens Services, Inc. **EIN:** 57-6030048 **Type:** Performance Measurement
Address: 259 Meeting St **SA:**
Charleston, SC 29401-1602
Contact: Sandy Claire **Phone:** 8437224127 **Email:** claireS@charlestonareaseniors.co m

Site Name: Charleston Dorchester Mental Health **EIN:** 57-6000922 **Type:** PM and Placement
Address: 2100 Charlie Hall Blvd **SA:** x
Charleston, SC 29414-5832
Contact: Jennifer Roberts **Phone:** 8434142351614 **Email:** JHR77@SCDMH.ORG

Site Name: Charleston Promise Neighborhood **EIN:** 80-0597710 **Type:** PM and Placement
Address: 1819 Meeting Street Rd **SA:** x
Ste B
Charleston, SC 29405-6129
Contact: Dana Laurens **Phone:** 8436476215 **Email:** dana.laurens@charlestonpromise. org

Site Name: Charleston Urban Squash and Education **EIN:** 27-0771548 **Type:** Performance Measurement
Address: PO Box 2273 Chucktow n **SA:**
Charleston, SC 29413-2731
Contact: Lauren Herterich **Phone:** 8437097798 **Email:** lauren@chucktow nsquash.org

Site Name: City of Charleston- Housing and Community Development **EIN:** 57-6000226 **Type:** PM and Placement
Address: 75 Calhoun Street **SA:**
Charleston, SC 29401-3538
Contact: Geona Shaw Johnson **Phone:** 8437343768 **Email:** johnsong@charleston-sc.gov

Site Name: City of Charleston- Lighten Up **EIN:** 57-6000226 **Type:** PM and Placement
Address: 823 Meeting St **SA:**
Charleston, SC 29403-3108
Contact: Paul Wieters **Phone:** 8437205098 **Email:** w ietersp@charleston-sc.gov

Address: 35 Walnut St
Charleston, SC 29403-4514
SA:
Contact: Anthony Haro **Phone:** 8436331536 **Email:** anthony@low countryhomelesscoalition.org

Site Name: Low country Orphan Relief **EIN:** 28-1108081 **Type:** PM and Placement
Address: 1850 Truxtun Ave
North Charleston, SC 29405-1900
SA:
Contact: Regina Sharpe **Phone:** 8437474099201 **Email:** rhsarpe@lor4kids.org

Site Name: Mayor's Office for Children, Youth and Families **EIN:** 57-6000226 **Type:** PM and Placement
Address: 50 Broad St
Charleston, SC 29401-2901
SA:
Contact: Katie Tumbleston **Phone:** 8439654190 **Email:** tumblestonc@charleston-sc.gov

Site Name: Metanoia **EIN:** 20-0310400 **Type:** PM and Placement
Address: 2005 Reynolds Ave
North Charleston, SC 29405-7874
SA:
Contact: Barbara Kingsbury **Phone:** 8435293014 **Email:** barbara@pushingforw ard.org

Site Name: Military Community Connections **EIN:** 47-3007172 **Type:** PM and Placement
Address: 360 Concord Street, Suite 203
Charleston, SC 29401-6305
SA:
Contact: Jordan Hardy **Phone:** 8649210744 **Email:** jhardy@mccunite.org

Site Name: Our Lady of Mercy Community Outreach **EIN:** 57-0905488 **Type:** PM and Placement
Address: 1684 Brow nsw ood Rd
Johns Island, SC 29455-3229
SA: x
Contact: Jill Jackson Ledford **Phone:** 8435594109 **Email:** jjacksonledford@olmoutreach.org

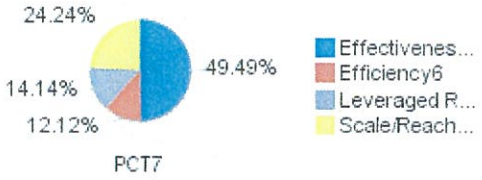
Site Name: Our Lady of Mercy Community Outreach- Neighborhood House **EIN:** 57-0905488 **Type:** PM and Placement
Address: 77 America St
Charleston, SC 29403-5623
SA:
Contact: Nikki Grimball **Phone:** 8437237784 **Email:** Nikki.grimball@olmoutreach.org

Site Name: PASOS **EIN:** 57-6000722 **Type:** PM and Placement
Address: 99 Jonathan Lucas Street MSC 160
Charleston, SC 29425-0001
SA:
Contact: Romina McCandless **Phone:** 8433238160 **Email:** bria@musc.edu

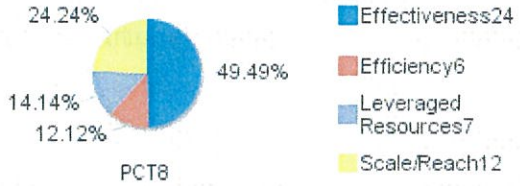
Site Name: Palmetto Project **EIN:** 57-0807801 **Type:** PM and Placement
Address: 1031 Chuck Daw ley Blvd
Ste 5
Mount Pleasant, SC 29464-4188
SA:
Contact: Shelli Quenga **Phone:** 8435774122119 **Email:** squenga@palmettoproject.org

Performance Measures

# of Capacity Building PM's per Capacity Building Goal



# of VISTA's Requested Per Capacity Building Goal



Be A Mentor

Effectiveness - Full Time

Capcity Goal:	Effectiveness
Objective:	Capacity Building & Leverage
Project Year:	1
# of VISTA'S Requested:	1

Output:

(PRIORITY) G3-3.1: Number of community volunteers recruited by organizations or participants

Target:	225	Community Volunteers
Measured By:		Activity Log
Described Instrument:		Site-reported log of newly recruited volunteers, hours contributed, and activities completed.

Outcome:

(PRIORITY) G3-3.3: Number of organizations implementing effective volunteer management practices

Target:	1	Organizations
Measured By:		Pre/Post Organizational Assessment Tool
Described Instrument:		Survey distributed to site before and after capacity-building activities asking site to self-report pre and post volunteer management system attributes.

Service Activitity: Volunteer recruitment and management system

Description:

Anti-Poverty PM 38.39 - K-12 Success

Focus Area:	Education
Objective:	K-12 Success
# of VISTA'S Requested:	1

Performance Measures

Be A Mentor

Target: 65 New beneficiaries
Measured By: Participant Log
Described Instrument: Site will report

Service Activitity: Community awareness and engagement
Description: Create community outreach plan
Service Activitity: Financial resources
Description: Craft documents that tell the story of the organization

Anti-Poverty PM 79.80 - K-12 Success
Focus Area: Education
Objective: K-12 Success
# of VISTA'S Requested: 1

Anti-Poverty Output:
(PRIORITY) ED4A: Number of youth/mentor matches sustained

Target: 0 Disadvantaged Youth/Mentor Matches
Measured By: Activity Log
Described Instrument: Activity log submitted by site.

Anti-Poverty Outcome:
(PRIORITY) ED5: Number of students with improved academic performance in literacy and/or math

Target: 0 Students
Measured By: Standardized Test
Described Instrument: School-reported data

Anti-Poverty Program/Strategy Intervention
Mentoring
Description:

Performance Measures

Camp Happy Days

Anti-Poverty Outcome:

Financial supports

Target: 0

Measured By:

Described Instrument:

Anti-Poverty Program/Strategy Intervention

Grant resources

Description: Funding for low-income families of children with cancer

Performance Measures

Charleston Area Senior Citizens Services, Inc.

Leveraged Resources - Full Time

Capcity Goal: Leveraged Resources

Objective: Capacity Building & Leverage

Project Year: 1

# of VISTA'S Requested: 1

Output:

(PRIORITY) G3-3.1: Number of community volunteers recruited by organizations or participants

Target: 50 Community Volunteers

Measured By: Volunteer Management System

Described Instrument: TBD by Site and VISTA

Outcome:

G3-3.11: Number of new systems /business processes or enhancements put in place

Target: 1 Systems, Business Processes or Enhancements

Measured By: Organizational Assessment Tool

Described Instrument: Monthly Progress Reports

Outcome:

(PRIORITY) G3-3.3: Number of organizations implementing effective volunteer management practices

Target: 1 Organizations

Measured By: Pre/Post Organizational Assessment Tool

Described Instrument: Volunteer Management Pre/Post Test

Service Activitity: Volunteer recruitment and management system

Description:

Anti-Poverty PM 70.72 - Obesity and Food

Focus Area: Healthy Futures

Objective: Obesity and Food

# of VISTA'S Requested: 1

Anti-Poverty PM 70.71 - Other Education

Focus Area: Education

Objective: Other Education

# of VISTA'S Requested: 1

Performance Measures

Charleston Area Senior Citizens Services, Inc.

Anti-Poverty Program/Strategy Intervention

Description:

Anti-Poverty Program/Strategy Intervention

health edication classes

Description:

Anti-Poverty Program/Strategy Intervention

literacy classes

Description:

Scale/Reach - Full Time

Capcity Goal:	Scale/Reach
Objective:	Capacity Building & Leverage
Project Year:	2
# of VISTA'S Requested:	1

Output:

(PRIORITY) G3-3.1: Number of community volunteers recruited by organizations or participants

Target: 40 Community Volunteers

Measured By: Attendance Sheet

Described Instrument: Site will report

Outcome:

G3-3.11: Number of new systems /business processes or enhancements put in place

Target: 1 Systems, Business Processes or Enhancements

Measured By: Other

Described Instrument: Site will report

Service Activitity: Financial resources

Description:

Service Activitity: Volunteer recruitment and management system

Description:

Performance Measures

Charleston Dorchester Mental Health

Anti-Poverty Outcome:

Increased awareness of benefits of healthy lifestyles amongst Charleston/Dorchester families

Target: 0

Measured By:

Described Instrument:

Anti-Poverty Program/Strategy Intervention

Education classes

Description:

Leveraged Resources - Full Time

Capcity Goal: Leveraged Resources

Objective: Capacity Building & Leverage

Project Year: 4

# of VISTA'S Requested: 1

Output:

(PRIORITY) G3-3.1: Number of community volunteers recruited by organizations or participants

Target: 50 Community Volunteers

Measured By: Attendance Sheet

Described Instrument: Site will report

Outcome:

G3-3.11: Number of new systems /business processes or enhancements put in place

Target: 3 Systems, Business Processes or Enhancements

Measured By: Other

Described Instrument: Site will report

Service Activitity: Program Development and Delivery

Description:

Service Activitity: Volunteer recruitment and management system

Description:

Performance Measures

Charleston Promise Neighborhood

Anti-Poverty Program/Strategy Intervention

Community School Partnership

Description:

Scale/Reach - Full Time

Capcity Goal:	Scale/Reach
Objective:	Capacity Building & Leverage
Project Year:	5
# of VISTA'S Requested:	1

Output:

G3-3.4: Number of organizations that received capacity building services

Target: 1 Organizations

Measured By: Activity Log

Described Instrument: Site report

Output:

Increase in the number of parent nights and other parent engagement activities

Target: 8 Parent engagement activites

Measured By: Other

Described Instrument: Site will report

Outcome:

number of parents engaged

Target: 100 Parents participating

Measured By: Other

Described Instrument: Site will report

Service Activitity:	Program Development and Delivery
Description:	Parental engagement program and strategies
Service Activitity:	Technology use
Description:	Craft texting application program for parents

Performance Measures

Charleston Urban Squash and Education Association (Chu(

Objective: K-12 Success

# of VISTA'S Requested: 1

Anti-Poverty Output:

(PRIORITY) ED4A: Number of youth/mentor matches sustained

Target: 0 Disadvantaged Youth/Mentor Matches

Measured By: Activity Log

Described Instrument: Activity log submitted by site.

Anti-Poverty Outcome:

(PRIORITY) ED5: Number of students with improved academic performance in literacy and/or math

Target: 0 Students

Measured By: Standardized Test

Described Instrument: School-reported data

Anti-Poverty Program/Strategy Intervention

Out-of-School Time

Description:

Anti-Poverty Program/Strategy Intervention

Tutoring--Small Group

Description:

Efficiency - Full Time

Capcity Goal: Efficiency

Objective: Capacity Building & Leverage

Project Year: 2

# of VISTA'S Requested: 1

Output:

G3-3.4: Number of organizations that received capacity building services

Target: 1 Organizations

Measured By: Other

Described Instrument: Site will report on self

Output:

Performance Measures

City of Charleston- Housing and Community Developmen

Effectiveness - Full Time

Capcity Goal:	Effectiveness
Objective:	Capacity Building & Leverage
Project Year:	1
# of VISTA'S Requested:	1

Output:

G3-3.6: Number of organizations that completed a community assessment identifying goals

Target:	1	Organizations
Measured By:		Completed Community Assessment
Described Instrument:		Site will report

Outcome:

G3-3.11: Number of new systems /business processes or enhancements put in place

Target:	3	Systems, Business Processes or Enhancements
Measured By:		Organizational Assessment Tool
Described Instrument:		Site will report

Service Activitity: Program Development and Delivery

Description:

Performance Measures

City of Charleston- Lighten Up

Anti-Poverty Output:

(PRIORITY) H11: Number of individuals getting support, education and/or referrals for hunger

Target: 0 Individuals

Measured By:

Described Instrument:

Anti-Poverty Outcome:

(PRIORITY) H12: Number of individuals that reported increased food security

Target: 0 Individuals

Measured By:

Described Instrument:

Anti-Poverty Program/Strategy Intervention

Community Garden

Description:

Anti-Poverty Program/Strategy Intervention

Nutrition Education

Description:

Leveraged Resources - Full Time

Capcity Goal: Leveraged Resources

Objective: Capacity Building & Leverage

Project Year: 4

# of VISTA'S Requested: 1

Output:

(PRIORITY) G3-3.1: Number of community volunteers recruited by organizations or participants

Target: 15 Community Volunteers

Measured By: Attendance Sheet

Described Instrument: Site will report

Output:

Groups engaged in implementing health and wellness walking groups

Target: 10 walking groups

Measured By: Other

Described Instrument: Number of groups

Outcome:

Performance Measures

College of Charleston CPIE/Jefferson Awards

Effectiveness - Full Time

Capcity Goal:	Effectiveness
Objective:	Capacity Building & Leverage
Project Year:	2
# of VISTA'S Requested:	1

Output:

G3-3.4: Number of organizations that received capacity building services

Target: 2 Organizations

Measured By: Activity Log

Described Instrument: CPIE and Jefferson Awards will each build their capacity

Outcome:

G3-3.10: Number of organizations reporting that capacity building helped make them more effective

Target: 2 Organizations

Measured By: Pre/Post Organizational Assessment Tool

Described Instrument: CPIE and Jefferson Awards

Outcome:

G3-3.11: Number of new systems /business processes or enhancements put in place

Target: 4 Systems, Business Processes or Enhancements

Measured By: Organizational Assessment Tool

Described Instrument: Site will report

Service Activitity: Technology use

Description: Create a data management system

Performance Measures

Communities in Schools

Anti-Poverty Output:

(PRIORITY) ED2: Number of students completing a CNCS-supported education program

Target: 0 Students

Measured By: Activity Log

Described Instrument:

Anti-Poverty Outcome:

(PRIORITY) ED27: Number of students in mentoring/tutoring programs with improved academics

Target: 0 Students

Measured By: School Records

Described Instrument:

Anti-Poverty Outcome:

(PRIORITY) ED5: Number of students with improved academic performance in literacy and/or math

Target: 0 Students

Measured By: Standardized Test

Described Instrument: School-reported data

Anti-Poverty Outcome:

(PRIORITY) ED6: Number youth in mentoring/tutoring programs with improved school attendance

Target: 0 Students

Measured By:

Described Instrument:

Anti-Poverty Program/Strategy Intervention

Community School Partnership

Description:

Anti-Poverty Program/Strategy Intervention

Other Classroom Support

Description:

Anti-Poverty Program/Strategy Intervention

Out-of-School Time

Description:

Scale/Reach - Full Time

Performance Measures

Engaging Creative Minds

Effectiveness - Full Time

Capcity Goal: Effectiveness

Objective: Capacity Building & Leverage

Project Year: 2

# of VISTA'S Requested: 1

Output:

G3-3.4: Number of organizations that received capacity building services

Target: 1 Organizations

Measured By: Other

Described Instrument: VISTA Member Monthly Reports

Outcome:

(PRIORITY) G3-3.3: Number of organizations implementing effective volunteer management practices

Target: 1 Organizations

Measured By: Pre/Post Organizational Assessment Tool

Described Instrument: Survey distributed to site before and after capcaity-building activities asking site to self-report pre and post volunteer management system attributes.

Service Activitity: Expand/strengthen partnerships/networks

Description: Expand and strengthen partnerships with potential volunteer groups/networks

Service Activitity: Material development

Description: Newsletter

Service Activitity: Program Development and Delivery

Description: Create outreach plan

Service Activitity: Volunteer recruitment and management system

Description:

Anti-Poverty PM 30.31 - K-12 Success

Focus Area: Education

Objective: K-12 Success

# of VISTA'S Requested: 1

Performance Measures

Engaging Creative Minds

Target: 100 Community Volunteers
Measured By: Attendance Sheet
Described Instrument: Site will report

Output:
G3-3.4: Number of organizations that received capacity building services
Target: 1 Organizations
Measured By: Other
Described Instrument: Site will report

Outcome:
G3-3.11: Number of new systems /business processes or enhancements put in place
Target: 2 Systems, Business Processes or Enhancements
Measured By: Other
Described Instrument: Site will report- new systems for volunteer recruitment and for resource development

Service Activitity: Financial resources
Description:
Service Activitity: Volunteer recruitment and management system
Description:

Direct Service - Summer Associate

Focus Area: Education
Objective: K-12 Success
Project Year: 2
# of VISTA'S Requested: 3

Output:
(PRIORITY) ED2: Number of students completing a CNCS-supported education program
Target: 100 Students
Measured By: Attendance Log
Described Instrument: Daily attendance

Outcome:
(PRIORITY) ED5: Number of students with improved academic performance in literacy and/or math
Target: 100 Students
Measured By: Standardized Test
Described Instrument: Fall MAP Scores

Performance Measures

Family Service, Inc.

Effectiveness - Full Time

Capcity Goal: Effectiveness

Objective: Capacity Building & Leverage

Project Year: 2

# of VISTA'S Requested: 1

Output:

G3-3.4: Number of organizations that received capacity building services

Target: 1 Organizations

Measured By: Tracking System

Described Instrument: Monthly reports.

Outcome:

G3-3.11: Number of new systems /business processes or enhancements put in place

Target: 3 Systems, Business Processes or Enhancements

Measured By: Other

Described Instrument: VISTA Member Monthly Reports

Service Activitity: Community awareness and engagement

Description:

Service Activitity: Material development

Description: Housing Resource, Development/Marketing Plan, Streategic Plan for One Less Homeless Vet Program

Service Activitity: Outreach

Description: Conduct outreach to veterans enrolled in financial literacy classes to

Service Activitity: Performance measurement

Description:

Service Activitity: Program Development and Delivery

Description: UniteUS Reserarch to develop a plan to better connect resources to Veterans

Service Activitity: Technology use

Description: Research and develop plan for site to use UniteUs Software

Anti-Poverty PM 12.13 - Veterans & Families Served

Focus Area: Veterans and Military Families

Objective: Veterans & Families Served

# of VISTA'S Requested: 1

Performance Measures

Family Service, Inc.

Target: 25 Veterans served

Measured By: Other

Described Instrument: Increased number of veterans served as a result of partnerships

Service Activitity: Expand/strengthen partnerships/networks

Description: For linking veteran serving organizations and entities

Service Activitity: Financial resources

Description:

Performance Measures

Goodwill Industries of Lower South Carolina

Effectiveness - Full Time

Capcity Goal: Effectiveness

Objective: Capacity Building & Leverage

Project Year: 2

# of VISTA'S Requested: 1

Output:

(PRIORITY) G3-3.1: Number of community volunteers recruited by organizations or participants

Target: 60 Community Volunteers

Measured By: Activity Log

Described Instrument: Site-reported log of newly recruited volunteers, hours contributed, and activities completed.

Outcome:

(PRIORITY) G3-3.3: Number of organizations implementing effective volunteer management practices

Target: 1 Organizations

Measured By: Pre/Post Organizational Assessment Tool

Described Instrument: Survey distributed to site before and after capacity-building activities asking site to self-report pre and post volunteer management system attributes.

Service Activitity: Volunteer recruitment and management system

Description:

Anti-Poverty PM 56.57 - Veterans & Families Served

Focus Area: Veterans and Military Families

Objective: Veterans & Families Served

# of VISTA'S Requested: 1

Anti-Poverty Output:

(PRIORITY) V1: Number of veterans receiving CNCS-supported assistance

Target: 0 Veterans

Measured By:

Described Instrument:

Anti-Poverty Outcome:

Increased veteran population who have access to employment, education, housing, and health support

Target: 0

Measured By:

Described Instrument:

Performance Measures

Goodwill Industries of Lower South Carolina

Outcome:

G3-3.19: Number of new beneficiaries from targeted populations in each of 6 Focus Areas

Target: 70 New beneficiaries

Measured By: Participant Log

Described Instrument: Site will report Veterans utilizing services

Service Activitity: Outreach

Description: To increase partnerships for service delivery

Service Activitity: Volunteer recruitment and management system

Description: Increase # of volunteers

Performance Measures

Higdon Student Leadership Center/Jefferson Awards

Anti-Poverty Output:

Number of Title I students participating in SIA program

Target:	0	Students
Measured By:	Other	
Described Instrument:	VISTA Member Monthly Reports	

Anti-Poverty Outcome:

Increased level of Title I student engagement in school and community

Target:	0	Students
Measured By:	Other	
Described Instrument:	VISTA Member Monthly Reports	

Anti-Poverty Program/Strategy Intervention

Students in Action

Description: Leadership and Service Club

Performance Measures

Low Country Food Bank

Anti-Poverty Output:

(PRIORITY) H11: Number of individuals getting support, education and/or referrals for hunger

Target: 0 Individuals

Measured By:

Described Instrument:

Anti-Poverty Outcome:

(PRIORITY) H12: Number of individuals that reported increased food security

Target: 0 Individuals

Measured By:

Described Instrument:

Anti-Poverty Program/Strategy Intervention

Nutrition Education

Description:

Anti-Poverty Program/Strategy Intervention

Nutritional Services

Description:

Scale/Reach - Full Time

Capcity Goal: Scale/Reach

Objective: Capacity Building & Leverage

Project Year: 5

# of VISTA'S Requested: 1

Output:

G3-3.4: Number of organizations that received capacity building services

Target: 10 Organizations

Measured By: Tracking System

Described Instrument: Site will report number

Outcome:

G3-3.18: Number of new beneficiaries that received services in each of 6 Focus Areas

Target: 100 New beneficiaries

Measured By: Attendance Log

Described Instrument: Children and seniors receiving services

Performance Measures

Lowcountry Homeless Coalition

Effectiveness - Full Time

Capcity Goal: Effectiveness

Objective: Capacity Building & Leverage

Project Year: 1

# of VISTA'S Requested: 1

Output:

G3-3.4: Number of organizations that received capacity building services

Target: 1 Organizations

Measured By: Other

Described Instrument: VISTA Member Monthly Reports

Outcome:

G3-3.10: Number of organizations reporting that capacity building helped make them more effective

Target: 1 Organizations

Measured By: Pre/Post Organizational Assessment Tool

Described Instrument: n/a

Outcome:

G3-3.11: Number of new systems /business processes or enhancements put in place

Target: 2 Systems, Business Processes or Enhancements

Measured By: Other

Described Instrument: VISTA Member Monthly Reports

Service Activitity: Material development

Description: Electtronic Referral Policies and Procedures

Service Activitity: Technology use

Description: HMIS

Anti-Poverty PM 77.78 - Housing

Focus Area: Economic Opportunity

Objective: Housing

# of VISTA'S Requested: 1

Performance Measures

Lowcountry Homeless Coalition

Service Activitity: Expand/strengthen partnerships/networks

Description:

Performance Measures

Mayor's Office for Children, Youth and Families

Effectiveness - Full Time

Capcity Goal: Effectiveness

Objective: Capacity Building & Leverage

Project Year: 1

# of VISTA'S Requested: 1

Output:

Number of partnerships

Target: 12 partners

Measured By: Other

Described Instrument: Site report

Outcome:

Increase in number of low income youth engaged in service learning

Target: 15 youth

Measured By: Other

Described Instrument: Number of low-income youth engaged in YVC

Service Activitity: Expand/strengthen partnerships/networks

Description:

Service Activitity: Outreach

Description: To schools and other entities to engage youth

Efficiency - Summer Associate

Capcity Goal: Efficiency

Objective: Capacity Building & Leverage

Project Year: 1

# of VISTA'S Requested: 1

Output:

Number of additional partners

Target: 8 Parnters

Measured By: Other

Described Instrument: Member documentation

Outcome:

Increased partnerships and improved curriculum

Target: 1 curriculum

Measured By: Other

Performance Measures

Metanoia

Effectiveness - Full Time

Capcity Goal: Effectiveness

Objective: Capacity Building & Leverage

Project Year: 2

# of VISTA'S Requested: 1

Output:

G3-3.4: Number of organizations that received capacity building services

Target: 1 Organizations

Measured By: Tracking System

Described Instrument: Monthly Reports

Outcome:

G3-3.10: Number of organizations reporting that capacity building helped make them more effective

Target: 1 Organizations

Measured By: Pre/Post Organizational Assessment Tool

Described Instrument: Survey completed by site before and after capacity building activities to assess the level of effectiveness of VISTA-related work on target programs.

Outcome:

G3-3.11: Number of new systems /business processes or enhancements put in place

Target: 3 Systems, Business Processes or Enhancements

Measured By: Other

Described Instrument: VISTA Member Monthly Reports

Service Activitity: Expand/strengthen partnerships/networks

Description: ID gaps in partnerships

Service Activitity: Material development

Description: Creation of Marketing Plan

Service Activitity: Outreach

Description: Collection of stories to utilize when writing grants

Anti-Poverty PM 20.21 - K-12 Success

Focus Area: Education

Objective: K-12 Success

# of VISTA'S Requested: 1

Performance Measures

Military Community Connections

Efficiency - Full Time

Capcity Goal:	Efficiency
Objective:	Capacity Building & Leverage
Project Year:	1
# of VISTA'S Requested:	1

Output:

Number of partnerships

Target: 10 partnerships

Measured By: Other

Described Instrument: Site report

Outcome:

Increased number of veterans reached through the strengthening of the network

Target: 100 Veterans served

Measured By: Other

Described Instrument: Site report

Service Activitity: Expand/strengthen partnerships/networks

Description: For Veteran Serving Organizations

Performance Measures

Our Lady of Mercy Community Outreach

Anti-Poverty Output:

Number of families receiving program assistance

Target: 0

Measured By:

Described Instrument:

Anti-Poverty Outcome:

Increased ability of target families to thrive alongside general population.

Target: 0

Measured By:

Described Instrument:

Anti-Poverty Program/Strategy Intervention

ESL classes

Description:

Anti-Poverty Program/Strategy Intervention

GED classes

Description:

Anti-Poverty Program/Strategy Intervention

after-school programming

Description:

Anti-Poverty Program/Strategy Intervention

health edication classes

Description:

Anti-Poverty Program/Strategy Intervention

literacy classes

Description:

Direct Service - Summer Associate

Focus Area: Education

Objective: K-12 Success

Project Year:

# of VISTA'S Requested: 1

Output:

Performance Measures

PASOS

Effectiveness - Full Time

Capcity Goal: Effectiveness

Objective: Capacity Building & Leverage

Project Year: 2

# of VISTA'S Requested: 1

Output:

G3-3.4: Number of organizations that received capacity building services

Target: 1 Organizations

Measured By: Other

Described Instrument: VISTA Monthly Report

Outcome:

G3-3.10: Number of organizations reporting that capacity building helped make them more effective

Target: 1 Organizations

Measured By: Pre/Post Organizational Assessment Tool

Described Instrument: n/a

Outcome:

G3-3.11: Number of new systems /business processes or enhancements put in place

Target: 1 Systems, Business Processes or Enhancements

Measured By: Other

Described Instrument: VISTA Member Monthly Reports

Outcome:

G3-3.13: Number of additional activities completed and/or program outputs produced by the program

Target: 10 Activities and/or outputs

Measured By: Pre/Post Organizational Assessment Tool

Described Instrument: n/a

Service Activitity: Expand/strengthen partnerships/networks

Description: Opportuities for Health Workers to collaborate with healthcare providers

Service Activitity: Material development

Description: Marketing materials

Service Activitity: Outreach

Description: Monthly outreach events to create awarness of resources for Hispanic community

Service Activitity: Performance measurement

Description: Evaluation tool and process to measure communication skills of Health Workers

Performance Measures

PASOS

Target: 20 Community Volunteers

Measured By: Attendance Sheet

Described Instrument: Site will report

Outcome:

G3-3.19: Number of new beneficiaries from targeted populations in each of 6 Focus Areas

Target: 50 New beneficiaries

Measured By: Participant Log

Described Instrument: Site will report

Service Activitity: Volunteer recruitment and management system

Description: Strengthen volunteer retention by meeting the needs of volunteers more effectively

Performance Measures

Palmetto Project

Anti-Poverty Program/Strategy Intervention

One-on-One Interaction

Description:

Anti-Poverty Program/Strategy Intervention

Outreach

Description:

Anti-Poverty Program/Strategy Intervention

Provision of Healthcare Services

Description:

Anti-Poverty Program/Strategy Intervention

Referrals

Description:

Scale/Reach - Full Time

Capcity Goal:	Scale/Reach
Objective:	Capacity Building & Leverage
Project Year:	5
# of VISTA'S Requested:	1

Output:

Number of partnerships

Target: 10 Partners

Measured By: Other

Described Instrument: Site will report

Outcome:

System in place for receiving donations

Target: 1 system for donations

Measured By: Other

Described Instrument: Site report

Outcome:

Number of individuals receiving donations

Target: 200 beneficiaries

Measured By: Other

Described Instrument: Site report of beneficiaries

Service Activitity: Expand/strengthen partnerships/networks

Performance Measures

Reading Partners

Effectiveness - Full Time

Capcity Goal: Effectiveness

Objective: Capacity Building & Leverage

Project Year: 2

# of VISTA'S Requested: 1

Output:

(PRIORITY) G3-3.1: Number of community volunteers recruited by organizations or participants

Target: 400 Community Volunteers

Measured By: Activity Log

Described Instrument: Site-reported log of newly recruited volunteers, hours contributed, and activities completed.

Outcome:

(PRIORITY) G3-3.3: Number of organizations implementing effective volunteer management practices

Target: 1 Organizations

Measured By: Pre/Post Organizational Assessment Tool

Described Instrument: Survey distributed to site before and after capcaity-building activities asking site to self-report pre and post volunteer management system attributes.

Service Activitity: Performance measurement

Description: Create evaluataion plan for Family Engagement program

Service Activitity: Program Development and Delivery

Description: Tutor Screening Process and Tool; Family Enagagement Plan;

Service Activitity: Volunteer recruitment and management system

Description: Assess and update Volunteer Recruitment Plan, Implement and Coordinate Tutor Trainings

Anti-Poverty PM 36.37 - K-12 Success

Focus Area: Education

Objective: K-12 Success

# of VISTA'S Requested: 1

Anti-Poverty Output:

(PRIORITY) ED2: Number of students completing a CNCS-supported education program

Target: 0 Students

Measured By: Activity Log

Described Instrument:

Performance Measures

Reading Partners

Target: 5000 Hours
Measured By: Volunteer Management System
Described Instrument: Site will track and report

Output:

Number of partnerships

Target: 5 Partners
Measured By: Other
Described Instrument: Number of partnerships

Outcome:

(PRIORITY) G3-3.3: Number of organizations implementing effective volunteer management practices

Target: 1 Organizations
Measured By: Pre/Post Organizational Assessment Tool
Described Instrument: Report on self

Service Activitity: Volunteer recruitment and management system
Description:

Service Activitity: Partnerships
Description: For volunteer recruitment

Performance Measures

Trident United Way

Effectiveness - Full Time

Capcity Goal: Effectiveness

Objective: Capacity Building & Leverage

Project Year: 2

# of VISTA'S Requested: 1

Output:

G3-3.4: Number of organizations that received capacity building services

Target: 1 Organizations

Measured By: Tracking System

Described Instrument: Monthly Reports

Output:

G3-3.5: Number of staff and community volunteers that received training (of one or more types)

Target: 50 Staff and Community Volunteers

Measured By: Other

Described Instrument: VISTA Member Monthly Report

Outcome:

G3-3.10: Number of organizations reporting that capacity building helped make them more effective

Target: 1 Organizations

Measured By: Pre/Post Organizational Assessment Tool

Described Instrument: Survey completed by site before and after capacity building activities to assess the level of effectiveness of VISTA-related work on target programs.

Service Activitity: Expand/strengthen partnerships/networks

Description: Strengthen ETO Software use amongst partners

Service Activitity: Program Development and Delivery

Description: Strengthen ETO Software use amongst partners

Service Activitity: Technology use

Description: Strengthen ETO Software use amongst partners

Anti-Poverty PM 26.27 - K-12 Success

Focus Area: Education

Objective: K-12 Success

# of VISTA'S Requested: 1

Performance Measures

Trident United Way

Target: 20 Organizations
Measured By: Tracking System
Described Instrument: Site will report

Output:

Number of partners receiving training

Target: 20 partners trained
Measured By: Other
Described Instrument: Site will track and report

Outcome:

G3-3.10: Number of organizations reporting that capacity building helped make them more effective

Target: 20 Organizations
Measured By: Pre/Post Organizational Assessment Tool
Described Instrument: Site will report

Outcome:

G3-3.11: Number of new systems /business processes or enhancements put in place

Target: 3 Systems, Business Processes or Enhancements
Measured By: Organizational Assessment Tool
Described Instrument: Site will report

Service Activitity: Performance measurement

Description: Training partners to use and manage data systesm

Service Activitity: Technology use

Description: Put systems in place for effective evaluation systems

Performance Measures

Veterans on Deck

Service Activitity:

Description: Resource guide for Veterans

Service Activitity: Performance measurement

Description: Create program evalaution process and tools

Service Activitity: Volunteer recruitment and management system

Description: Reserach best practices and implement accordingly

Anti-Poverty PM 48.49 - Veterans & Families Served

Focus Area: Veterans and Military Families

Objective: Veterans & Families Served

# of VISTA'S Requested: 1

Anti-Poverty Output:

(PRIORITY) V1: Number of veterans receiving CNCS-supported assistance

Target: 0 Veterans

Measured By:

Described Instrument:

Anti-Poverty Outcome:

Decreased population of vetearns suffering from PTSD

Target: 0

Measured By:

Described Instrument:

Anti-Poverty Program/Strategy Intervention

Team building

Description: Veterans work with volunteers to learn how to sail

Scale/Reach - Full Time

Capcity Goal: Scale/Reach

Objective: Capacity Building & Leverage

Project Year: 4

# of VISTA'S Requested: 1

Output:

Number of partnerships

Performance Measures

WINGS for Kids

Effectiveness - Full Time

Capcity Goal: Effectiveness

Objective: Capacity Building & Leverage

Project Year: 2

# of VISTA'S Requested: 1

Output:

G3-3.4: Number of organizations that received capacity building services

Target: 1 Organizations

Measured By: Tracking System

Described Instrument: Monthly Reports

Outcome:

G3-3.10: Number of organizations reporting that capacity building helped make them more effective

Target: 1 Organizations

Measured By: Pre/Post Organizational Assessment Tool

Described Instrument: Survey completed by site before and after capacity building activities to assess the level of effectiveness of VISTA-related work on target programs.

Outcome:

G3-3.11: Number of new systems /business processes or enhancements put in place

Target: 3 Systems, Business Processes or Enhancements

Measured By: Other

Described Instrument: VISTA Member Monthly Reports

Service Activitity: Material development

Description: Parent Orientation Materials, Library of wrap-around supports

Service Activitity: Program Development and Delivery

Description: Communication plan

Anti-Poverty PM 16.17 - K-12 Success

Focus Area: Education

Objective: K-12 Success

# of VISTA'S Requested: 1

Required Documents

Document Name	Status
Articles of Incorporation	Already on File at CNCS
Auditor's Statement Page	Already on File at CNCS
Board of Directors	Already on File at CNCS
Negotiated Indirect Cost Agreement	Not Applicable
Organizational Chart	Already on File at CNCS
Supervisor's Job Description	Already on File at CNCS
Supervisor's Resume	Already on File at CNCS
Tax-Exempt Status Form	Already on File at CNCS
Two Letters of Support	Already on File at CNCS

COMMITTEE / COUNCIL AGENDA

7.)

TO: John J. Tecklenburg, Mayor

FROM: Amy K. Wharton **DEPT.** BFRC

SUBJECT: OFFICE OF CULTURAL AFFAIRS – JERRY AND ANITA ZUCKER FAMILY ENDOWMENT FUND

REQUEST: To accept the award from The Jerry and Anita Zucker Family Endowment Fund in the amount of $2,500, for the 2016 Piccolo Spoleto Festival Outreach Programs

COMMITTEE OF COUNCIL: W&M **DATE:** August 16, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐	Adelaide S Andrews by [illegible]	☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Office of Cultural Affairs	X	☐	[illegible]	☐
Grants Manager	X	☐	Cherie-Ann [illegible]	☐

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

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

"No city match required"

Mayor's Signature: [signature]

John J. Tecklenburg, Mayor

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

Jerry and Anita Zucker Family Endowment Fund

A Fund of Coastal Community Foundation of South Carolina

Created in 1996. Advised by Anita, Jerry, Andrea, Jeffrey, Jonathan & Laura Zucker

July 15, 2016

Mr. Gordon Rooney
City of Charleston Office of Cultural Affairs
75 Calhoun Street, Suite 3800
Charleston, SC 29401

Dear Mr. Rooney:

In April, you applied for a grant from the *Jerry and Anita Zucker Family Endowment Fund* to support the 2016 Piccolo Spoleto Festival Outreach Programs. As expected, the Zucker family received a great number of requests. The family has recommended support totaling $2,500.00. If you would like to accept this gift and use it for the purpose outlined in your proposal, please sign below my signature and return this letter to me after making a copy for your files.

The volume and of requests was great in this grants cycle, and we congratulate you on having received this grant recommendation. It is testimony to the importance of your request, and we wish you every success with its implementation.

Sincerely yours,

Angel

Angel Johnson-Brebner
Chief Operating Officer

In response to this grant offered from the *Jerry and Anita Zucker Family Endowment Fund*, [please ✓]:

☐ *We have insufficient additional funding to carry out the program, and so we must decline this grant, with appreciation for the offer.*

☐ *We accept this offer gratefully, and if requested, we will provide a future report as to our progress with the proposed program, including documentation of all expenditures.*

Signed: _____ *Title:* _____

Organization Name: City of Charleston Office of Cultural Affairs
Nature of Grant: 2016 Piccolo Spoleto Festival - Outreach Programs
Check Number: 59512

100% of this grant is given in support of the charitable purposes of the recipient organization.
If any portion of this grant is to be applied to any purpose which is not fully charitable and tax-deductible, please notify Coastal Community Foundation before cashing the enclosed check.

Fostering philanthropy for the lasting good of the community.
635 Rutledge Avenue, Suite 201 ~ Charleston, South Carolina 29403
PH.: 843-723-3635~ FAX: 843-577-3671~ www.CoastalCommunityFoundation.org

CPR COMMITTEE and/or COUNCIL AGENDA

8.)

TO: John J. Tecklenburg, Mayor

FROM: Matt Compton / Matt Frohlich **DEPT.** Parks – Capital Projects

SUBJECT: HUGER STREET FIRE STATION (FS#8) RETROFIT FEMA HAZARD MITIGATION GRANT APPLICATION

REQUEST: Approval of a FEMA Hazard Mitigation Grant application (FEMA HMGP 4241) for the structural retrofit of the Huger Street Fire Station (FS#8).

This grant would result in the full structural retrofit of the Huger Street station to meet or exceed current building code requirements including seismic, wind and flooding. New M/E/P systems would be installed in the process. All work would meet the Secretary of Interior's requirements for historic properties. The grant program is a 75/25 grant and would provide $2,902,232.00 in funding requiring a match of $967,411.00 ($3,869,643.00 project total). If selected, funding would be available the 1st quarter of 2017.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** August 16, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Capital Projects Director	☐	☐		☐
Corporate Counsel	☐	☐		☐
CPR Committee Chair	☐	☐	Amy Wharton	☐
MBE Manager	☐	☐		☐

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

If yes, provide the following: Dept/Div N/A Acct # N/A

Balance in Account N/A Amount needed for this item N/A

Project Number N/A

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: **There is no fiscal impact for this action. An approval of the grant application will only allow the Parks Department to submit the document to FEMA via the SC Emergency Management Division. However, the fiscal impact will occur if the grant application is approved for award.**

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.

2016 HMGP Application Detail

SUMMARY INFORMATION

Grant: 4241 Severe Storms and Flooding

Project Type: Structural Retrofit of Existing Buildings

Title: City of Charleston – Retrofit of Fire Station No. 8

Primary Contact: Matthew M. Compton, Special Projects Administrator

Alternate Contact: Cherrie-Ann Caton, Grants Compliance Manager

Authorized Contact: Karen Brack, Chief, Charleston Fire Department

Planning Requirement:

Title of Community Local Hazard Mitigation Plan:

2015-16 Update – Charleston Regional Hazard Mitigation Plan

Mitigation Plan Reference *Identify the section and page in the FEMA approved Local Hazard Mitigation Plan where the project is included (For example: Section 2, Page 12). 3000 character limit*

This project is consistent with the Charleston Regional Hazard Mitigation Plan ("Plan"). An excerpt from the Plan is attached, providing the following portions of the plan:

- Cover page, list of participating agencies, and Table of Contents
- Chapter 1 – EXECUTIVE SUMMARY (p. 8) provides an brief review of the full plan, including information on the most recent update.
- Chapter 4 – PROBLEM ASSESSMENT (p. 96) provides an overview of the hazards present in the Charleston area. Section 4.7 – Critical Facilities (p.140) identifies the specific challenges faced by emergency service providers in the Lowcountry. Interestingly, the historic unreinforced masonry construction methods used on Fire Station No. 8 allow for flood resiliency but make it a significant risk for seismic damage.
- Chapter 5 – GOALS (p.217) provides a brief review of the guiding principles of the plan, with a specific emphasis on the "Project Impact" initiative and updates to the plan.
- Chapter 6 – POSSIBLE ACTIVITIES lists seven categories of potential improvements. Section 6.5 – Emergency Services (p. 233) shows the prioritization factors applicable to projects in support of critical facilities.

- Chapter 7 – ADOPTING RESOLUTION AND JURISDICTION-SPECIFIC ACTION PLANS includes the details and plan adoption from the individual jurisdictions covered by the regional plan. Section 7.3 (p.312) has the City of Charleston's information.

This project addresses problem areas of noted concern, specifically hurricane, wind, flood and seismic deficiencies present in the existing fire station. "Project Impact" goals addressed include A, B, C, E, G, and M. Within the Emergency Services priorities, this project can be shown to address all ten of the areas of concern, and is listed first in the types of activities that jurisdictions should consider implementing. Within the City's specific action plan, this project falls within the activity "Continue responding to hazard emergencies" by strengthening the existing facility sufficient to allow it to remain in service following an event.

Plan Narrative *Describe how project is consistent with the risk assessment, goals and actions in plan. Please include copy of page where project is included. 2000 character limit*

Fire Station No. 8 is an historic two-story, unreinforced masonry structure that is 110 years old. It has weathered many hurricanes, severe storms and a few near-misses with tornadoes, but thankfully has not had to endure an earthquake like the one that damaged or destroyed much of the City's emergency response infrastructure in 1893. In 2009, the City commissioned an assessment of the station, including the architectural / structural systems and the mechanical / electrical / plumbing systems (attached) that identified a number of deficiencies. This project would address these problems, which include:

- Unreinforced masonry, partially repointed
- Unreinforced roof system,
- Non-impact / wind rated windows, original to the building and in fair condition
- Non-impact / wind rated personnel and apparatus bay doors
- Flood elevation deficiencies
- Obsolete mechanical / electrical / plumbing systems
- Obsolete & undersized emergency generator
- Numerous building code and life safety deficiencies

In the context of the Plan, the retrofit of this station meets overall goal 'E' (p. 217) – *Reducing vulnerability of our infrastructure and built environment to natural and man-made environmental hazards ...*

Within the prioritized goals of "Project Impact", this project addresses:

- 'A' – Minimize future hurricane damage.
- 'B' – Protect public health.
- 'C' – Minimize future flood damage.
- 'E' – Minimize future earthquake damage.
- 'G' – Improve hazard resistance of infrastructure.
- 'H' – Minimize future tornado-related loss of life.
- 'M' – Preserve historic building inventory.

By retrofitting the building to meet or exceed the current building code, including seismic resistance, this project will significantly reduce the potential for damages from hurricanes, recurring floods, wind events and earthquakes. This allows the personnel and apparatus protected by the improved facility to be available to provide emergency response services to the surrounding community.

LIST OF DOCUMENTS TO ATTACH:

2015-16 Hazard Mitigation Plan excerpt
FS-08 study – R-Coe draft 2009

HISTORY OF HAZARD PAGE

Past Damages:

Use the below table to describe past events (by date) that resulted in damage; describe damages, including direct and indirect damages and costs.

Date	Duration (days)	Loss	Description
Oct 1, 2015	3	$10,041	Flood damage from record-breaking rainfall. Damage to furnishings & equipment, minor structure damage. Clean-up. IRF Claim #13239
July 21, 2015	2	$500	Flood damage from heavy rains & high tides. Clean-up.
Aug 10, 2014	2	$500	Flood damage from heavy rains. Clean-up.
Feb 11, 2014	2	$500	Interruption of electrical service due to ice storm.
Jan 28, 2014	2	$500	Interruption of electrical service due to ice storm.
July 21, 2013	1	$1,288	Flood damage due to heavy rains. Clean-up. IRF Claim #98417
June 19, 2013	1	$1,446	Flood damage due to heavy rains. Clean-up. IRF Claim #96959
June 11, 2013	1	$500	Flood damage due to heavy rains. Clean-up.
Aug 28, 2012	1	$6,487	Flood damage due to heavy rains. Clean-up. IRF Claim #87767
Aug 28, 2004	2	$500	TS Gaston / DR-1547. 50-70 mph sustained winds. Loss of power.
Jan 22, 2000	9	$500	SC Winter Storm / DR-1313. Series of severe winter storms resulting in intermittent power interruptions.
Sept 14, 1999	3	$500	Hurricane Floyd / DR-1299. Loss of power due to Cat. 2 hurricane force winds.
Sept 21, 1989	21	$25,000	Hurricane Hugo / DR-843. Cat. 3+ hurricane. Damage to structure. Approx. 3 weeks without power.
Sept 29, 1959	3	?	Hurricane Gracie. Several days without power. Other damages?
Sept 28, 1938	60	?	F2 Tornado crossed immediately adjacent to station, causing damages. Over $2m in community losses.
Sept 18, 1928	1	?	"Lake Okeechobee Hurricane". Cat. 1 storm crossed Charleston County. Damage unknown
July 13, 1916	1	?	Cat. 2 hurricane in norther Charleston County. $10-11m in community damages.
Aug 28, 1911	1	?	Cat. 2 hurricane landfall near SC/GA border. $1m in community damages.

Additional Comments:

-Provide any additional details regarding past events.

Flood damages are not fully noted, as a combination of heavy rains and high tides will result in some level of impact to the building. Unless otherwise known, flooding incidents are shown as requiring $500 in effort to clean and dry the facility.

Population Affected:

-Provide the number of each type of structure listed above in the project area. Include all structures in the project area

	Count
Residential Properties	1,000+
Businesses / Commercial Properties	250+
Public Properties School / Hospitals / House of Worship	25+
Total	1,275+

Hazards to Mitigate:

-List the type of hazards the proposed project will mitigate (i.e. Wind, Seismic, Flood, Fire).

Fire Station No. 8 is an historic two-story, unreinforced masonry structure that is 116 years old. It has weathered many hurricanes, severe storms and a brush with a tornado, but thankfully has not had to endure an earthquake like the one that struck Charleston in 1893. In 2009, the City commissioned an assessment of the station (attached), including the architectural / structural systems and the mechanical / electrical / plumbing systems that identified a number of deficiencies. This project would address these problems, which are outlined below:

- Unreinforced masonry walls, which are highly susceptible to damage during seismic events.
- Unreinforced roof system dating back to the original construction, which is more likely to suffer damage during hurricanes, tornadoes and high wind events.
- Non-impact / wind rated windows, original to the building and in fair condition, which are highly subject to damage during hurricanes, tornadoes and high wind events.
- Non-impact / wind rated personnel and apparatus bay doors, which are subject to damage during hurricanes, tornadoes and high wind events.
- Elevation-related flooding, resulting in periodic loss of use and damage to equipment.

Level of Protection:

-Fill in the level of protection the proposed project will provide. List data in Flood Levels (10, 25, 50, 100... mph winds) or Mercalli Scale Earthquake (1-12). For example: 23 Structures protected against the 100-year (1%) flood.

This project would retrofit Fire Station No. 8 to meet or exceed the current building code requirements, including structural / seismic, wind, and flood-proofing. All work would be accomplished in compliance with the Secretary of the Interior's Guidelines for Historic Preservation.

Useful Life of the Project: 50 years

-Number of years proposed project will provide protection against the hazard(s) above.

Scope of Work:

Description of the Solution & Mitigation Proposed

-3500 Characters-Describe the proposed scope of work to accomplish this project.

Fire Station No. 8 is an historic single-engine station, constructed circa 1910, that is home to Engine 108 and a crew of 5 personnel. This station is manned at all times and has an assigned first-due response area of approximately 2.2-square miles. While much of this primary service area is comprised of economically diverse residential, it also includes a public university, four public schools, several private schools, several public stadiums, and the City's Police HQ. Engine 108 also serves as part of a first alarm assignment for remainder of downtown Charleston, which includes the Medical University of S.C. (MUSC) and the affiliated hospital (the only level one trauma center in the region), Roper-St. Francis Hospital and the Charleston VA Medical Center; the College of Charleston, and the Charleston School of Law; the Port of Charleston and numerous hotels, restaurants and entertainment venues. The population of downtown Charleston swells daily from approximately 35,000 residents to over 150,000 residents, workers, students, and visitors.

Located with the City's "Landmark Overlay Zone", the building and any improvements / modifications are subject to the Board of Architectural Review requirements in addition to State & Federal protection due to its historic status. The structure is individually eligible for the National Register of Historic Places under Criteria C. In a letter outlining the requirements (attached), the City Architect & Preservation Officer has indicated that the Secretary of the Interior's *Standards for Rehabilitation* have specific requirements related to the exterior of the building, and these will be met. The City of Charleston has undertaken a number of restoration projects that fall under these guidelines with success, and will apply the lessons learned in those projects to this work.

The interior of the structure will be removed - all interior framing, the M/E/P systems, and the apparatus bay floors - to the underlying subgrade. Micropile supports will be installed, and a new structure capable of withstanding the seismic and wind loads will be installed from the ground up. This structure – likely a combination of structural steel moment frames at the apparatus bay doors and reinforced Gunnite on the walls- will be attached to the existing masonry walls to provide the required support. New interior framing will function as a diaphragm. The roof structure will be reinforced or replaced, and linked to the new structural reinforcing and interior framework, completing the loadpath from top to bottom. Exterior brick will be repointed as required to ensure structural integrity.

Doors and windows will be repaired and strengthened, or replaced with approved materials. Storm shutters have been included as the minimum improvement to meet the wind and impact requirements, but the goal is to minimize any materials that require an active effort to mitigate hazards. During the design and permitting phase of the project, every effort will be made to find a suitable replacement window or system that meets historic renovation requirements and wind and impact loads. The interior of the station will be replaced with salvaged historic materials and/or appropriate replacements, and the M/E/P systems replaced entirely.

Dry floodproofing is proposed to be addressed during the structural retrofit by detailing the Gunnite reinforcing to be waterproof to four feet above the threshold elevation and the use of interior flood gates at the door and apparatus bay openings, along with appropriate detailing at the subgrade utility penetrations. If the micropile improvements allow appropriate space, automatic floodgates will be incorporated into the structural slab replacement.

The station outbuildings will be removed, and either replaced with suitable structures or have their purposes incorporated into the renovated structure (preferred).

COSTS

Cost Line Items:

Please specify any project costs that aren't worksheet or site-specific (since those costs will be specified in the individual worksheets).

Phased Project: **Yes** (If this project is to be done in 2 phases - A and B.) **PHASE 1: Design/Permitting**

Budget / Cost Estimate

Fire Station No. 8

FEMA - Hazard Mitigation Grant Program
Application 4241 (October, 2015 Flooding)

Item Name	Qty	Unit	Unit Cost	Extended	Notes
Mobilization	1	Each	$ 25,205	$ 25,205	
Asbestos abatement	1	Allow	$ 10,082	$ 10,082	S&ME, Inc. estimate for #6
Lead abatement	1	Allow	$ 6,049	$ 6,049	S&ME, Inc. estimate for #6
Selective demolition & replacement, living qtr	1900	SF	$ 363	$ 689,609	Rosenblum-Coe est. Removal / replacement of Interior Finishes #6
Selective demolition & replacement, app. Bay	1900	SF	$ 151	$ 287,337	Rosenblum-Coe est. Removal / replacement of Interior Finishes #6
Seismic upgrades	1	Allow	$ 1,008,201	$ 1,008,201	ADC Engineering estimate #6
Windows	26	Each	$ 2,420	$ 62,912	Rosenblum-Coe est. for #6
Shutters	26	Each	$ 1,008.20	$ 26,213	Rosenblum-Coe est. for #6
Brick Repointing	4000	SF	$ 20.16	$ 80,656	Rosenblum-Coe est. for #6
Removal / replacement Roof	2500	SF	$ 16.13	$ 40,328	Rosenblum-Coe est. for #6
Paving / site improvement	1	Allow	$ 151,230	$ 151,230	
HVAC	1	Allow	$ 238,944	$ 238,944	RMF Engineering estimate
Plumbing	1	Allow	$ 40,328	$ 40,328	RMF Engineering estimate
Electrical	1	Allow	$ 175,225	$ 175,225	RMF Engineering estimate
Fire Sprinkler	1	Allow	$ 152,574	$ 152,574	RMF Engineering estimate, assuming no fire pump req'd
Remove / replace storage bldg	1	Allow	$ 100,820	$ 100,820	Rosenblum-Coe est.
			Hard Cost SUBTOTAL	**$ 3,095,715**	

15	% Overhead	$ 464,357	Contractor overhead & profit
9	% Soft Cost	$ 278,614	Arch & Engineering fees
1	% Permits	$ 30,957	Permits & Other fees

TOTAL ESTIMATED COST $ 3,869,643

NOTE: Full back-up power generator is not included, as it is requested in a separate grant submittal ($94,000)

TOTAL ESTIMATED PROJECT COST	$ 3,869,643
25% Matching Funds	$ (967,411)
75% Grant Funds	**$ 2,902,232**

Strategic Funds Management Initiative: Does this project qualify for SFM? No/Yes

Funding Sources

Method:	By Amount	Funding Source / Other Agency
Estimated FEMA Share:	$2,902,232	
Estimated State Share:	$0	
Non-Federal Share - Estimated Local Share (Include In-Kind Value):	$967,411	General Fund / CFD allocation
Estimated Other Agency Share:		
Other Non-FEMA Federal Funds (Do Not Include In Total):		
Total Allocated:	$3,869,643	

Cost Effectiveness:

-Provide a detailed description of the cost effectiveness indicating that there is a reasonable expectation that future damage or loss of life will be reduced or prevented.

The City of Charleston Fire Department has a long history of service to the citizens of Charleston, South Carolina. The department can trace its earliest organized roots to a volunteer force that began in 1784 with the formation of the Hand in Hand Fire Company (Legeros, 2007). The department changed over to a fully paid force on January 1, 1882, with six, two piece engine companies, two truck companies, 101 men and 29 horses to protect approximately fifteen square miles. This fledgling force transitioned over the next 132 years to today's professional all-hazard force. The CFD of today is comprised of nearly 330 officers and firefighters, fifteen stations, sixteen engine companies, four truck companies, a cross staffed full service hazardous materials response team, a regional technical rescue team that supports the state of South Carolina's urban search and rescue system, and a marine division comprised of two land based engine companies that alternated cross staffing a fire boat and a group of land based firefighters trained in marine firefighting.

The department's first due response area has expanded from its original fifteen square miles on the Charleston Peninsula to approximately 125 square miles. The service area is divided into four battalions. Four neighboring departments and the CFD signed an automatic aid agreement in 2011 that ensures the closest units regardless of jurisdiction are dispatched to emergencies in the five department area. The departments also use the same standard operating guideline for structural firefighting and continue to work on adopting joint policies to promote seamless operations.

Response challenges are numerous for the men and women of the CFD. The response district includes a sizable historic downtown area that earned Charleston bragging rights for the last three years as the Number One tourist destination in the United States (Conde Nast, 2014). This area contains approximately 8000 historic structures. Many of these structures pre-date the American Revolution and

range in size from 900 square feet to upwards of 15,000 square feet. Protecting and preserving these structures, many arranged on narrow streets barely wide enough to pass with an engine, creates significant access issues for apparatus and a real threat of conflagration. In addition, the city contains a large, deep water container seaport (4th largest on the east coast), a chemical facility, a bulk storage fuel facility, freight rail service that includes transport of chlorine, hydrogen sulfide and a variety of flammable and hazardous materials into the chemical plant, multiple high rise buildings, three hospitals, five colleges/universities and three rivers.

In general, all areas of the City of Charleston are subject to the same types of hazards (hurricane, flooding, wind events, earthquakes, etc.). The historic stations are especially at risk to seismic failure, an unpredictable event that can cause significant loss of life and property. Given their locations in the historic district, these stations would be critical first-response facilities and should be improved to withstand the anticipated impacts. This project would renovate the project in place, with the exterior conditions unchanged. The impacts to the environment and surrounding community would only be positive, as the stability of the station and the ability of the personnel to respond in the event of a catastrophic event would be improved.

Benefit Cost Ratio

Is Used: - Benefit/Cost Analysis IS applicable to this project Benefit/Cost Analysis is NOT applicable to this project	Yes
Total Project Benefit: - The total of savings realized by this project.	
Benefit Cost Ratio: - This value is calculated based on Benefit/Cost. Please also attach a copy of the Benefit Cost Analysis and all supporting documentation.	

TIMELINE

Project Milestones

Total # of weeks for entire project: 114

List the major milestones in this project. The state requires 90-day period milestones.

Example 1: Demolition of 6 structures and removal of debris, 1-90 Days

Example 2: Design, Engineering and H & H Studies, 91-180 Days

Task Description	Start Day	End Day
Acceptance of grant award	0	40
Project kick-off process	41	70
Select / contract with A/E team	71	155
Design & permitting	156	290
Bid / contract for construction	291	338
Implement work	339	698
Inspection / acceptance	699	758
Project close-out	759	798

ALTERNATES:

List two feasible alternative projects to mitigate the hazards faced in the project area. One alternative is the "No Action Alternative" (section A). This application cannot be reviewed if this section is incomplete.

A. No Action Alternative

-Discuss the impacts on the project area if no action is taken.

Impacts with No Action:

The existing deficiencies at Fire Station No. 8 are extensive. In the event of an earthquake, it is anticipated that this station would be damaged so severely that it could not be utilized, and would likely collapse on the occupants and equipment. This would cause bodily harm up to and including death, and would likely render the fire engine inoperable. Engineering studies have indicated that this station is subject to damage from any hurricane Category 2 or higher. Realistically, "No Action" is not an option.

Nearly 28,000 residents and up to 150,914 residents, commuters, students, and visitors rely on services from this facility. The "No Action Alternative" leaves the station, its occupants, and the emergency response equipment stationed here at significant risk of failure in an emergency situation.

B. Other Feasible Alternative

-Discuss a feasible alternative to the proposed project. This could be an entirely different mitigation method or a significant modification to the design of the current proposed project. Please include scope of work, engineering details (if applicable), estimated budget and the impacts of this alternative.

Other Feasible Project Description and Scope of Work:

-Describe, in detail, the alternative project. Also, explain how the alternative project will solve the problem(s) / provide protection from the hazard(s).

A feasible alternative approach is to demolish the existing station and reconstruct a similarly-sized station with historic detailing on site. This would provide for the same level of service that the surrounding community has received since 1910, with the benefit of a new code-compliant structure. An added benefit would be a floorplan that better suits personnel needs.

Assuming that this new station would be the same size and constructed on the existing site, this alternative would be less expensive than retrofitting the existing station. Based on the current construction market and recent fire station projects in the City of Charleston, this alternate would cost $2,583,350.

- Site acquisition: $ 0
- Demolish existing station: $ 25,000
- Temp. relocation of station operations: $ 23,500
- Construct new station ($400 / SF) $2,000,000
- Contractor's Overhead (15%) $ 300,000
- Design / permit / construction admin (10%): $ 234,850
  - TOTAL $2,583,350

Given the historic character of the structure, demolishing and rebuilding the station on the same property is an option of last resort. More importantly, while we have not sought permission to remove the station, we fully expect that such a request would be denied, as it would be contrary to the guidance issued by the Secretary of the Interior, and would violate the City's own requirements for the preservation of historic properties.

Other Feasible Project Location: The feasible alternate site is located on the same property as the existing station. See attached.

-Attach a map or diagram showing the alternative site in relation to the proposed project site and photographs of alternative site.

_____Upload

Funding Sources:

-Round figures to the nearest dollar. The maximum FEMA share for HMGP projects is 75%. The other 25% can be made up of State and Local funds as well as in-kind services. HMGP funds may be packaged with other Federal funds, but those funds cannot be used as match. Federal funds which lose their Federal identity at the State level (such as CDBG, ARS, HOME,) may be used for the State or Local match.

	By Amount	% of Share	Funding Source / Other Agency
Estimated FEMA Share:	$2,902,232	75	
Non-Federal Share - Estimated Local Share (Include In-Kind Value):	$0		N/A
Estimated Other Agency Share:	$967,411	25	General Fund / City of Charleston
Other Non-FEMA Federal Funds (Do Not Include In Total):			

Upload non-Federal share commitment letter(s).

Upload ___See attached_____

Impacts of Other Feasible Alternative Project:

-Include comments on these issues: Environmental Justice; Endangered Species; Wetlands; Hydrology (Upstream and Downstream Impacts); Floodplain/ Floodway; Historic Issues; Hazardous Materials.

With the proposed Alternative Project sited on the same property as the existing Fire Station No. 8, the site-related impacts would be the same or similar for most of the areas of concern. The primary area of concern is the National Register eligibility of the existing structure - while it is *technically feasible* to obtain permission to demolish this facility, we do not believe it will be obtainable.

Reason for Rejecting Other Feasible Alternative:

-Describe below.

This alternative was rejected due to the anticipated difficulty in obtaining the required permissions to demolish the existing station. While it is technically feasible to secure these approvals, we do not believe that they can be obtained in a timely fashion – if at all.

Documentation:

-List documents to upload.

Agreements:

A. Maintenance Agreement

All applicants whose proposed project involves the retrofit or modification of existing public property or whose proposed project would result in the public ownership or management of property, structures, or facilities, must first sign and attach the following agreement prior to submitting their application to FEMA.

NOTE: those applicants whose project only involves the retrofitting, elevation, or other modification to private property where the ownership will remain private after project completion DO NOT have to complete this form.)

Download Agreement Template

Upload

B. Applicant Certifications

Each applicant whose proposed project involves elevation of one or more residential structures or relocation or acquisition and demolition of such structures must sign and attach the following certifications.

~~Download Agreement Template~~ N/A

Upload

John J. Tecklenburg
Mayor

City of Charleston
South Carolina

Amy Wharton
Chief Financial Officer

Department of Budget, Finance & Revenue Collections

August 16, 2016

Ms. Charlotte Foster
State Hazard Mitigation Officer
S. C. Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172

RE: FEMA – HMGP - 4241 / Financial Commitment
Charleston Fire Department – Retrofit of Fire Station No. 8

Dear Ms. Foster:

The City of Charleston has identified funding in support of the project referenced above in the following amounts:

- General Fund $ 967,411 – Fire Station No. 8 – Structural Retrofit for Seismic & Wind

This funding will be part of the 'Capital Improvement Plan' for the City's FY 2017, which begins on January 1, 2017. Funding will be available as needed during the implementation term of the project. We understand that this project is a reimbursable grant.

Please feel free to contact me should your require additional information. Thank you for your consideration of this application.

Sincerely,

Amy Wharton
Chief Financial Officer

116 MEETING STREET, CHARLESTON, SC 29403, TEL. (843) 579-7529

GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS

Hazard Mitigation Grant Program

Maintenance Agreement

The CITY *(City, Town, Parish)* of CHARLESTON, State of S.C., hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the **routine** maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

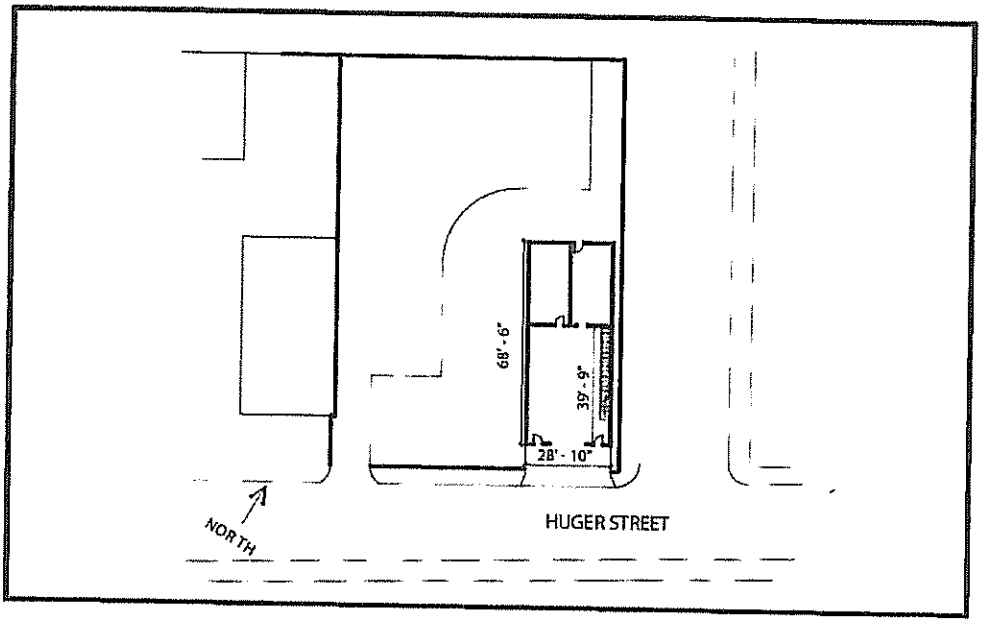
The purpose of this agreement is to make clear the Sub grantee's maintenance responsibilities following project award and to show the Subgrantee's acceptance of these responsibilities. It does not replace, supercede, or add to any other maintenance responsibilities imposed by Federal law or regulation and which are in force on the date of project award.

Signed by John J. Tecklenburg *(name of signing official)* the duly authorized Mayor *(title)* of City of Charleston *(name of applicant)*, this 16th *(day)* of August *(month)*, 2016 *(year)*

Signature _____

Station No. 8

Address:
370 Huger St.
Charleston, SC 29403
720.3926



Date Built: circa 1910
Date of Assessment: April 3 2009
FEMA Flood Map No.: 45019CO512J
FFE: Unknown

Approximate GSF: 3950 SF
Number of Stories: 2
FEMA Flood Zone: AE (EL13)

Exterior Assessment

Exterior Components:

Walls:
Material: Brick Masonry — Condition: Good

Windows:
Type: Double Hung Wooden — Condition: Good

Roof:
Type: Shingles
Condition: Good
Age: 10-15 years old

Truck Pads:
Rear: N/A
Front (Exit Truck Pad): No apparent cracking

Asbestos: None Known.

Termites: Old termite damage was found in the artificial ceiling.

Landscaping: The site is poorly sloped and drains back to the building. The land surrounding the station is higher than the finished floor level and is the cause of water flooding back into the building.

ADA: This facility is not ADA compliant.

Exterior Comments:
As a general statement, this station is in decent shape. It looks good from the outside, but the interior does not match up.

Roof: The roof was said to be redone in the mid to late 1990s. The roof's ridge is shingled with built in gutters. This is not a system we would recommend today. The roof leaks in the back where the gutter comes out.

Walls: 40-50% of the exterior bricks were re-pointed, within the last 10 years.

Windows: Windows should be replaced with hurricane resistant units that are acceptable to the City of Charleston Board of Architectural Review.

Painting: The building's appearance would improve if the windows and doors are repainted with a 3-coat alkyd gloss system. All exterior caulk needs to be removed and replaced with an elastomeric sealant.

Exterior Doors: All wood panel exterior doors should be fixed to open out and panic hardware should be installed on the interior of the door.

Overhead Doors: These doors would benefit from re-painting. A new overhead door should be used that meets Miami-Dade County standards for hurricane resistance.

Interior Assessment

Interior Components:

Apparatus Bay:
No. of Bays: 1
No. of Trucks: 1
Storage for F.F. Apparel: No
Equip Storage: No

Captain's Room: N/A

Bunk Rooms:
Bunk Room No.1: No. of Beds: 8, Single No. of Lockers: 8

Living Space: The living space is very inadequate at this station.

Personal Storage Space: Yes

General Storage Space: No

Kitchen:	Dishwasher: No	Oven: Yes	Stove: Yes
	Microwave: Yes	Food Disposal: No	Refrigerator/Freezer: Yes

Toilets:	Toilet Room No. 1:	WC: 1	Urinals: 0	Lavatories: 1	Showers: 1
	Total:	WC: 1	Urinals: 0	Lavatories: 1	Shower: 1

ADA Compliant Bathroom: This fire station does not have a bathroom that complies with today's ADA guidelines.

Attic Space: The attic space is divided into two separate areas (attic and 2nd Floor ceiling plenum) due to the later addition of a drop down suspended gypsum board ceiling for the 2nd floor. The attic space is mostly empty and includes blown insulation on the 2nd floor gypsum ceiling. Each end wall includes an open louver. The brick walls are allowing moisture to enter the building and this is evident in the wood paneling on the inside face of the brick, which is rotting. Other pieces of rotting wood paneling show that termites were present at some time in the past.

Interior Comments

Apparatus Bays: The bays are in great condition considering their age.

Day Room: The day room also is the watch room and this space is very inadequate for this fire station.

Toilet Facilities: The toilet room is spacious and adequate for this fire station.

Kitchen: The kitchen is very inadequate for this fire station. The ground surrounding the kitchen is higher than the kitchen floor, which causes water to flood back into the building.

Life Safety

This fire station does not meet today's life safety standards; there is only one stairwell from the apparatus bay up to the bunk room. The fire station depends on a fire pole for a second means of egress. The existing stairwell does not appear to have any type of fire rating and this problem is exacerbated by the flammable materials that are being stored beneath the stairs.

Recommendations

The station is in good structural shape. It would benefit from a complete exterior and interior renovation, which would improve moisture protection, energy efficiency, provide functional crew quarters, and assure long term usage of this facility.

The site should be graded properly so that the rainwater does not drain into the building.
Moisture that is presently entering the building can be controlled by using a waterproofing sealant coat over the exterior of the brick. This will provide a barrier between the outside air and the conditioned air inside the building.
This station should consider upgrades to improve the energy efficiency of this fire station. Replacement of window and door systems would save the building much money lost in energy costs. It's been found that the majority of a building's energy efficiency is lost through windows and doors. If these outdated windows and doors are replaced, resealed, and weather-stripping is added, considerable energy efficiency will be gained.

Consideration should be given to upgrade this facility to better serve female fire fighters. Currently it is suitable for females, but it doesn't necessarily make the best living accommodations for them. Upgrades such as private living quarters or a separate women's bathroom are standard features in today's fire stations and should be included in a major renovation.

ADA Compliance is another major concern in a major renovation. Currently the ADA requires that any fire station with a second floor must have an elevator. This fire station and many other two story stations do not. Bathrooms, hallways, doorways, and countertops must be upgraded to serve the disabled as well.

A set of stairs should be added to this station. This will serve as a second means of egress from the 2nd Floor in case of fire.

Costs

Because of the high number of items needing repair, an itemized listing is not possible. We believe a total interior and partial exterior renovation will be required. Since this is an historic building in a historically sensitive part of the City, it will come under the watchful eye of the Board of Architectural review and Preservation groups. This will increase the cost of renovations on this project.

The costs are as follows:

Station 8		SF				$/SF
Huger						
	A. Building	4000				
		Arch			$1,200,000.00	300.00
		MEP			$208,925.00	52.23
			HVAC	$118,500.00		
			Plumb	$3,525.00		
			Elect	$86,900.00		
				$208,925.00		
		Generator (80 KW)		$40,000.00	$40,000.00	
		Fire Sprinkler		$90,800.00	$90,800.00	
		Diesel Fuel Tank		$6,600.00	$6,600.00	
		Sub-Total Eng		$346,325.00		86.58
		Sub-Total			$1,546,325.00	386.58
	B. Storage				$50,000.00	
		TOTAL			$1,596,325.00	399.08
		TOTAL			**$1,600,000.00**	

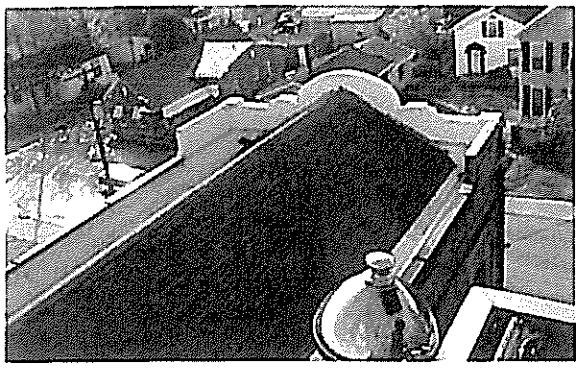
COSTS SHOWN WERE DEVELOPED IN 2009

DOES NOT INCLUDE SEISMIC RETROFIT

COND

11 - 4%
12 - 8%
13 - 8%
14 - 10%
15 - 10%

2,442,415

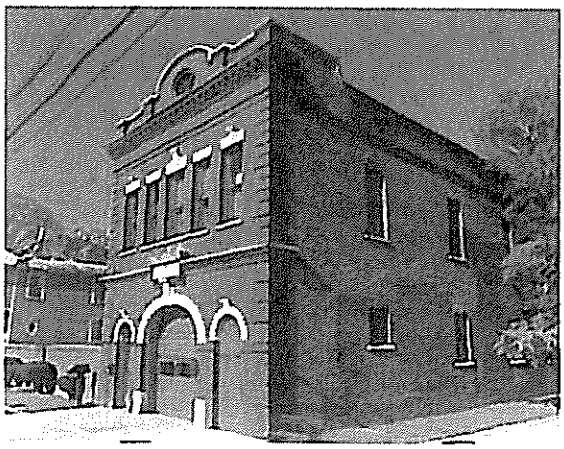
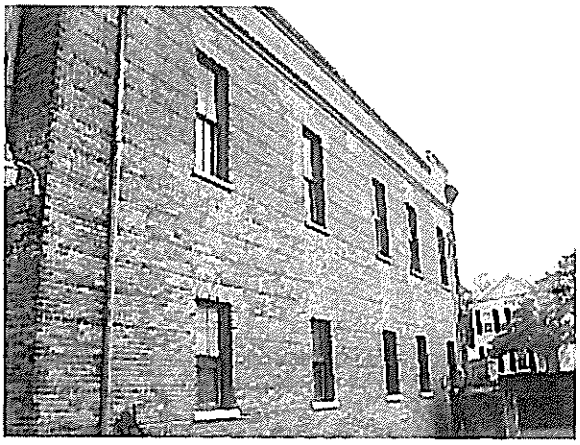
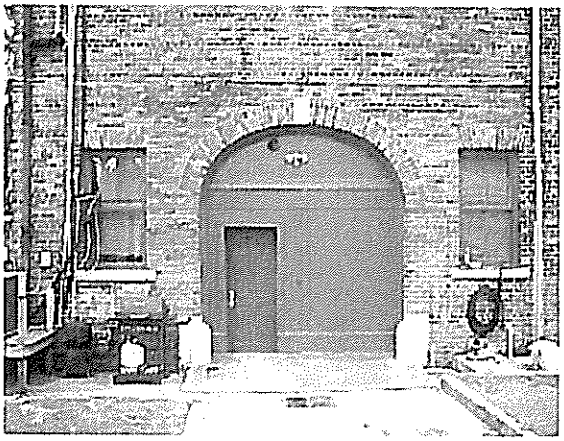
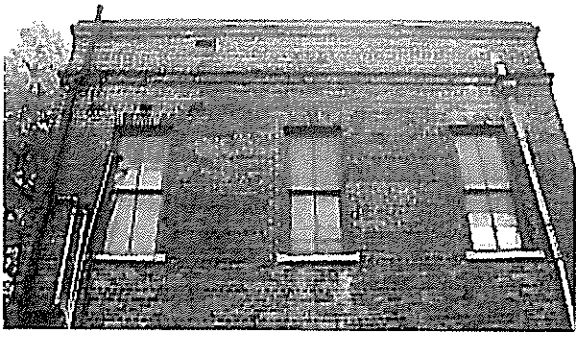

Roof and parapet walls

Rotting wood in original ceiling

Old termite damage

Evidence of a portion of replaced roof deck

City of Charleston Fire Station Assessments
Contract Number: CP0901D
RMF Job Number: 309039.A0

Station No. 8
370 Huger St.
Charleston, SC 29403

Date of Assessment: April 7, 2009

Building Description:

The facility is a 3950 square foot, two story fire house with one truck bay, a kitchen, and lounge on the first floor. On the second floor are the sleeping quarters and restroom.

Mechanical Equipment Overview:

- The heating and cooling needs for the building is met by two split system direct expansion heat pumps. Air handling unit (AHU-01) with 2 tons of cooling capacity and 23,000 btu/hr of heating capacity is located above the ceiling of the first floor lounge. It serves the kitchen, lounge and truck bay. AHU-02 with 3.6 tons of cooling capacity and 45,000 btu/hr of heating capacity is located in the second floor attic space and serves the sleeping quarters and restroom.
- The condensing units for the both air handlers are located behind the building on a two foot wooden stand. R-22 is used as the working refrigerant.
- Both supply and return ductwork is located above the ceiling for the areas served and is round and flexible with blanket insulation.
- One 38 gallon electric water heater with 4500 watt elements is located in a closet on the second floor. It provides hot water for the entire building.
- There is one restroom on the second floor. It has one tank type water closet, one lavatory, and one shower.
- There is one unconditioned outhouse with a water closet, refrigerator, washer and dryer located behind building.
- The second floor restroom is provided with ceiling exhaust.
- The kitchen has a four burner residential stove with exhaust hood, microwave, refrigerator, and two bowl sink.
- An ice maker is located in the truck bay.
- Water pressure at exterior hose bibb was 46 psi.

Noted Deficiencies:

- There is no outside air provided to the spaces.
- It was stated that the first floor air conditioning system does not meet the load during the summer. This system serves the lounge, kitchen, and truck bay. Since the truck bays doors are almost always open the unit will have difficulty conditioning the entire space
- It was stated by the firemen that the building floods during heavy rain fall, sometimes up to 2 feet of water will be in the bay, lounge and kitchen areas.
- There is no thermal barrier between the unconditioned truck engine bays and the second floor. This can cause an increased load on the HVAC system and created moisture due to condensation within the space.
- No vehicle exhaust system has been provided for truck engines in bays. The engines can not be run with the doors closed or carbon dioxide and particulate will accumulate inside. The city is currently in the process of adding these exhaust systems and will not be included in our scope.

- There was some rust present of some supply diffusers on the second floor. (Figure 1)
- R-22 is a refrigerant that will be phased out in the coming years. According to the EPA on January 1, 2010 it will only be produced for use in existing systems, and in 2020 will cease production completely. This will cause R-22 systems to become increasingly costly to maintain and service.

Recommendations:

- The plumbing fixtures were in fairly poor condition and it is recommended that they be replaced.
- Replace the old HVAC system on the first floor in order to meet the current load for the space. Use R-410 as the working refrigerant for the system.
- Replace rusted supply diffusers and any damaged ductwork on the second floor.
- All filters should be changed regularly in order to improve the indoor air quality and increase the life of the equipment.
- Provide an insulation barrier between the first and second floors.
- Provide a fire sprinkler system for the entire station.
- This station is recommended for a major renovation by the architect. According to the International Existing Building Code (IEBC) this would be considered a Level 3 alteration and would require that a continuous supply of outside air be provided to the space. A dedicated outside air system should be provided at the time of renovation in order to meet this code.
- There is currently no seismic bracing provided for the water heater. If the unit is ever replaced it is recommended that seismic bracing be provided.
- Replace existing diesel storage tank with new tank and pump system.

Cost Estimate

The cost estimates are derived from the recommendations listed in the report and are based on the 2009 RS Means Mechanical and Plumbing Cost Data books. The HVAC cost and sprinkler system cost are based on a dollar per square foot system while the plumbing is based on a total price per group for each restroom. An additional cost may also be incurred for a fire protection pump if there is not enough water pressure to operate the system. The diesel truck refueling storage tank cost is based on a 550 gallon capacity tank with a 700 gallon per hour, 1 ½ horsepower pump included. These costs only include the mechanical and plumbing work and do not include any structural or architectural work that may be associated with the project. All estimates can be found in the Architectural Assessments section of each individual station report.

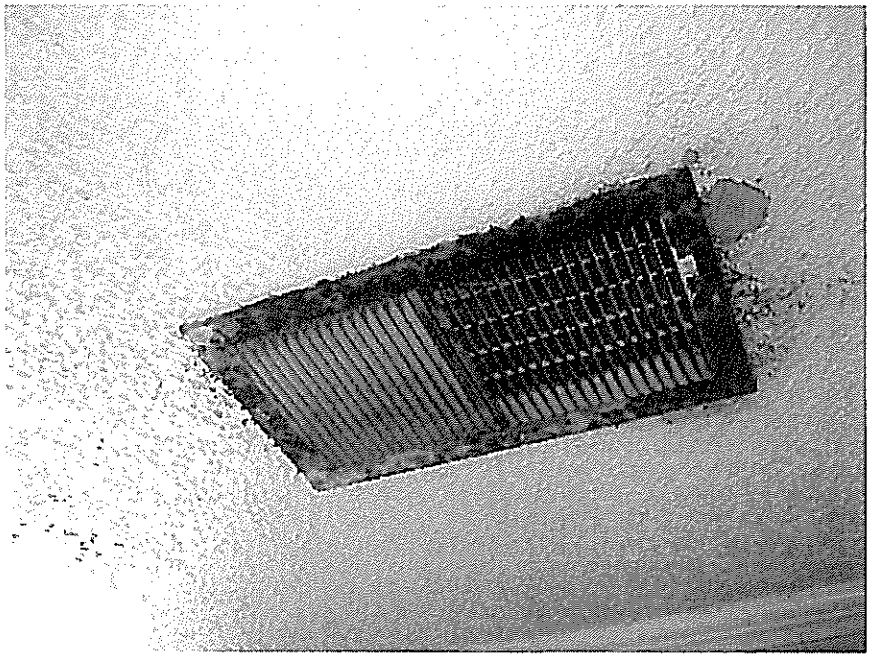


Figure 1: Rust around supply diffuser.

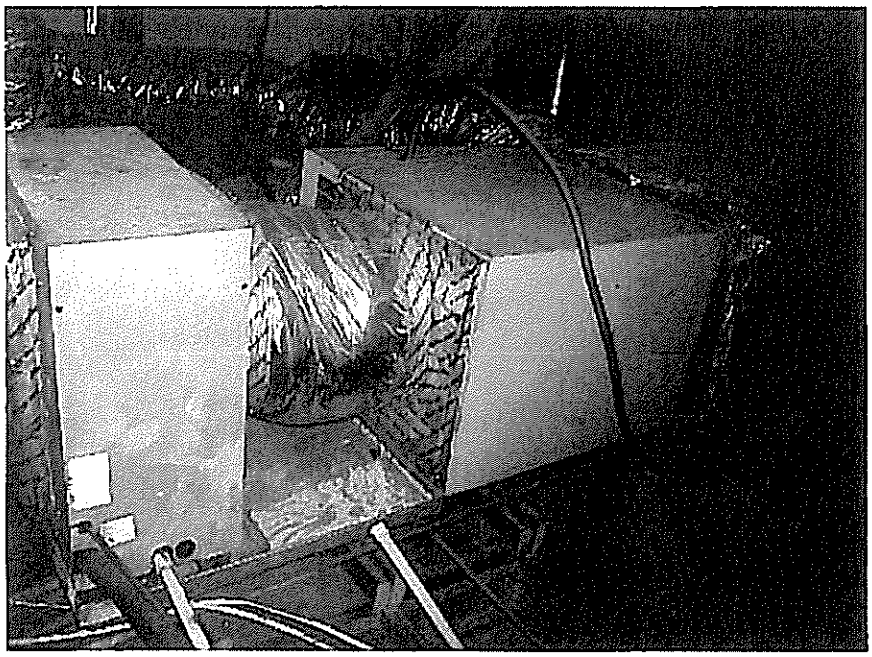


Figure 2: AHU-01.

Figure 3: Supply and return grilles in truck bay.

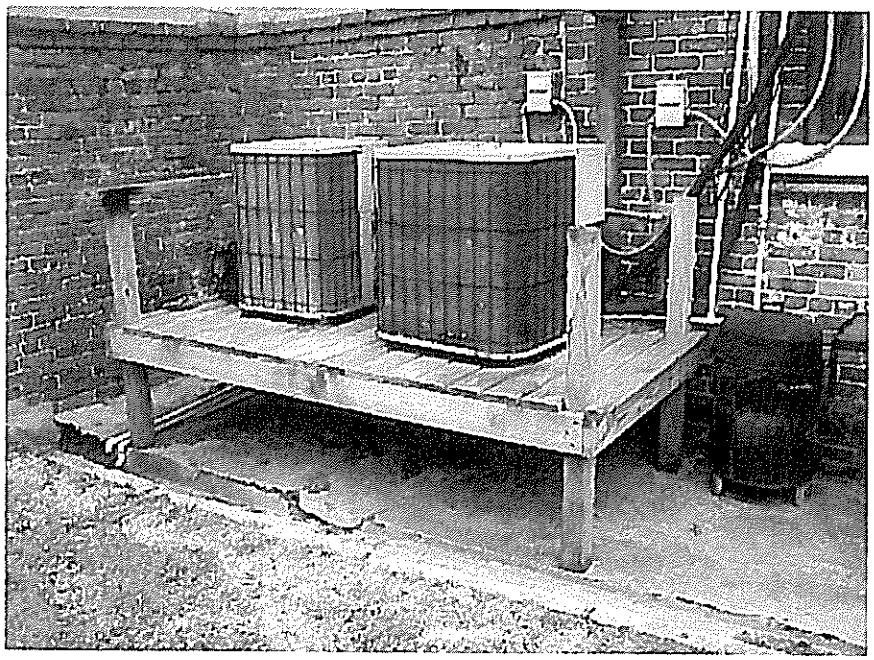


Figure 4: Condensing units on stand.

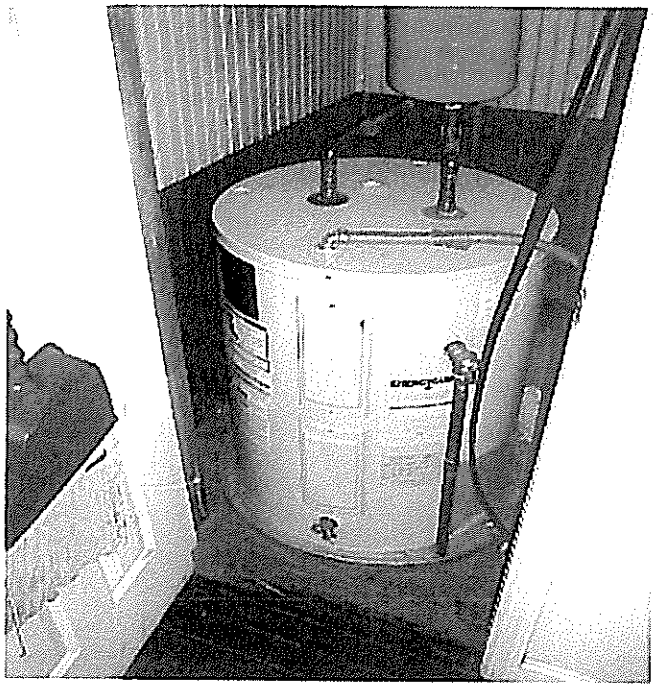


Figure 5: Domestic Water Heater WH-01.

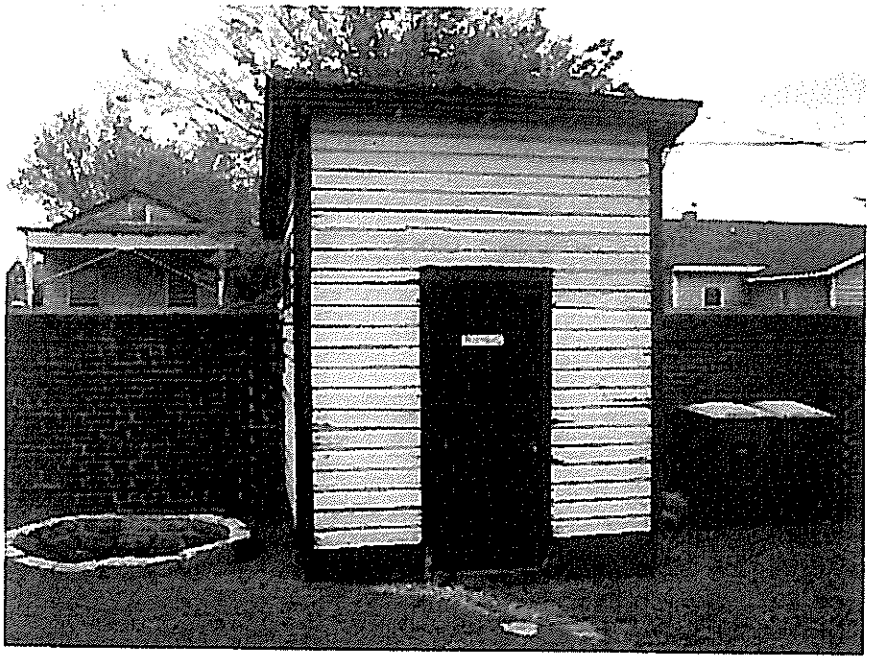
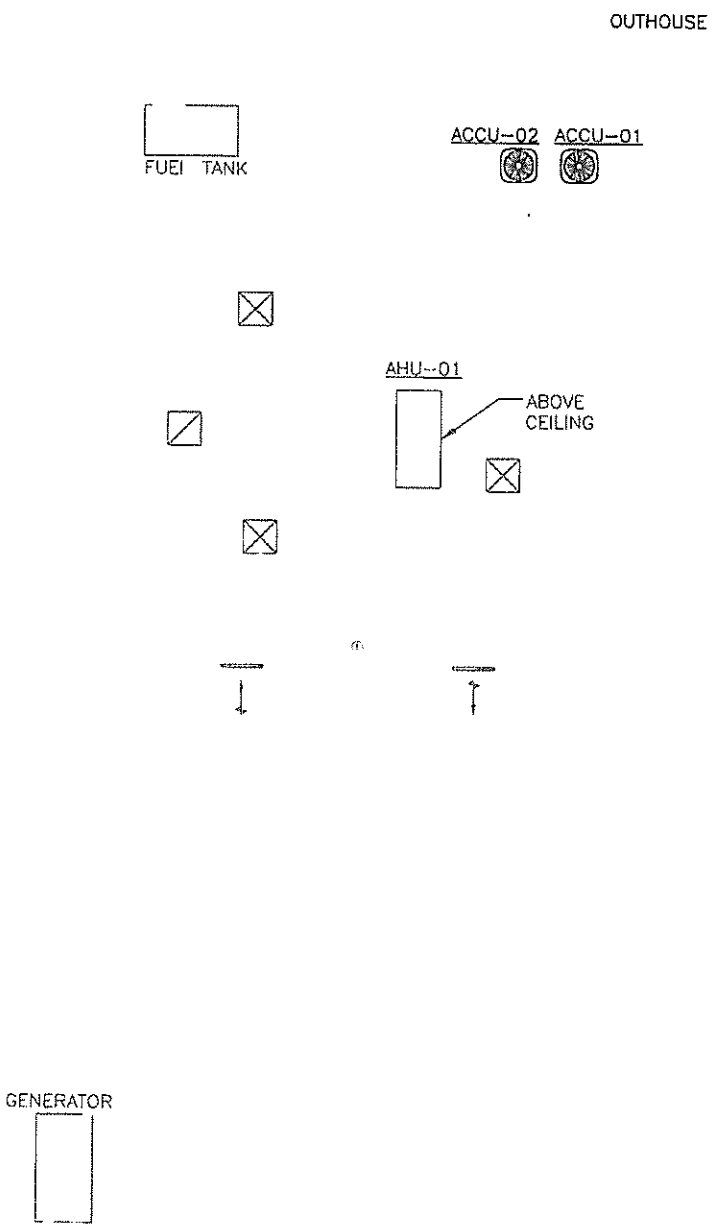


Figure 6: Outhouse behind building.



FIRST FLOOR
SCALE: NONE

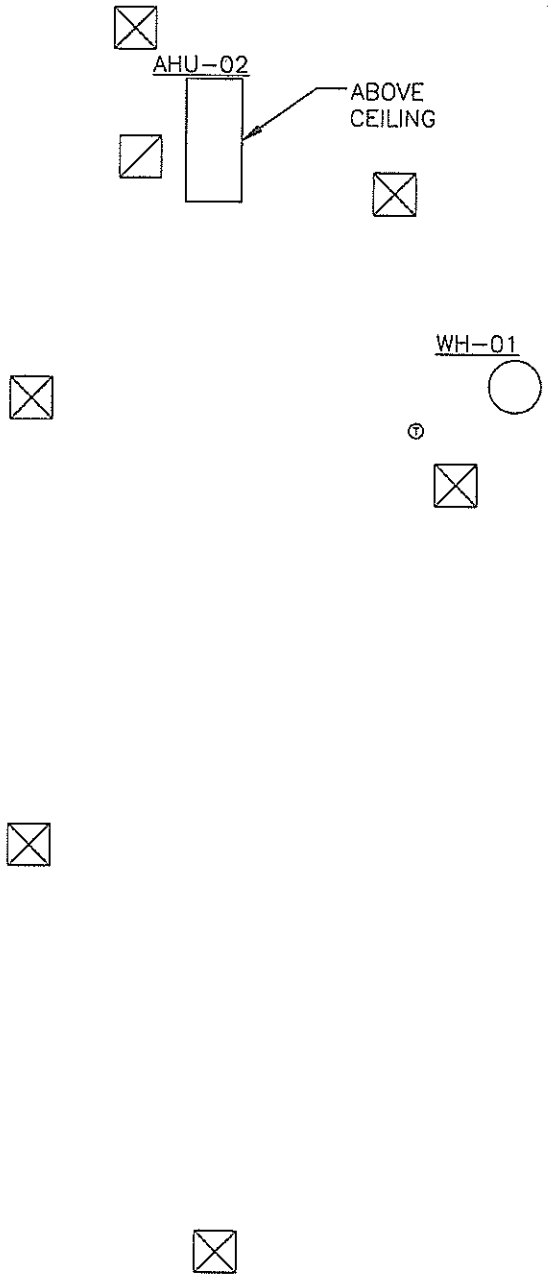
RMF ENGINEERING, INC.
474 WANDO PARK BOULEVARD, SUITE 100
MT. PLEASANT, SOUTH CAROLINA 29464
PHONE: 843-971-9639
FAX: 843-971-9641
E-MAIL: rmfsc@rmf.com
RMF Project Number: 309039.A0

City of Charleston, SC

Fire Station Assesssments

Station No. 8

Project number:	309039.A0
Date:	05/29/09
Scale:	NONE
Drawn by:	BMW
Checked by:	DSC



SECOND FLOOR
SCALE: NONE

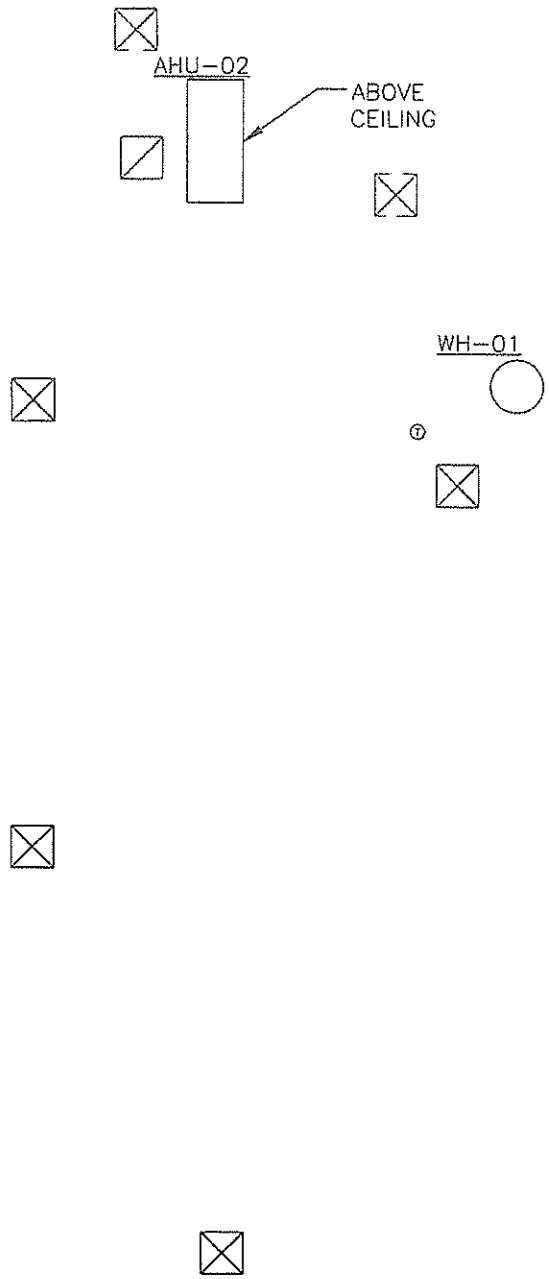
RMF ENGINEERING, INC.
474 WANDO PARK BOULEVARD, SUITE 100
MT. PLEASANT, SOUTH CAROLINA 29464
PHONE: 843-971-9639
FAX: 843-971-9641
E-MAIL: rmfsc@rmf.com
RMF Project Number: 309039.A0

City of Charleston, SC

Fire Station Assesssments

Station No. 8

Project number:	309039.A0
Date:	05/29/09
Scale:	NONE
Drawn by:	BMW
Checked by:	DSC



SECOND FLOOR
SCALE: NONE

RMF ENGINEERING, INC.
474 WANDO PARK BOULEVARD, SUITE 100
MT. PLEASANT, SOUTH CAROLINA 29464
PHONE: 843-971-9639
FAX: 843-971-9641
E-MAIL: rmfsc@rmf.com
RMF Project Number: 309039.A0

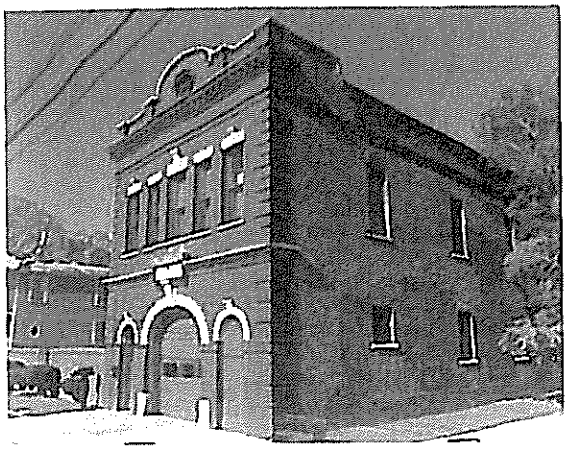
City of Charleston, SC

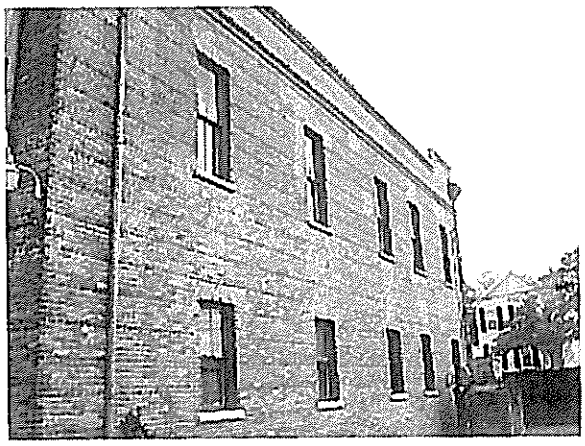
Fire Station Assesssments

Station No. 8

Project number:	309039.A0
Date:	05/29/09
Scale:	NONE
Drawn by:	BMW
Checked by:	DSC

City of Charleston Fire Station Assessments
Contract Number: CP0901D
RMF Job Number: 309039.A0





Station No. 8
370 Huger Street
Charleston, SC 29403

Date of Assessment: April 7, 2009

Building Description:

The facility is a 3, 950 square foot, two story fire house with one truck bay, a kitchen, and lounge on the first floor. On the second floor are the sleeping quarters and restroom.

Electrical Equipment Overview:

- The building's electric service is an overhead service fed through a 120/240 volt single phase, pole mounted transformer provided by South Carolina Electric and Gas. The transformer rating was not visible on transformer. (Fig. 1)
- The overhead electric service is connected to an electric meter on the exterior of the building. The meter feeds the main panel rated 200 amps which is connected to the automatic transfer switch. The ATS in turn provides power to the subpanel. There are two panel boards for this fire station. They are located in the truck bay. The panel boards are in poor condition. The larger panel board has a 200 amp main breaker, however it is not labeled. It provides service for the hot water heater, air condensers, generator, lighting and receptacles. The smaller panel is a general electric load center. (Fig. 2) It is rated 120/240 volts, single phase, 3-wires, and 50 amps main. It services the lighting and receptacles in the break room and kitchen as well as the bay area.

- The Automatic Transfer Switch (ATS) is manufactured by Onan. (Fig. 2) It is rated 240 volts, single phase, 60 amps, 3-poles and has 544.7 generator hours clocked. The ATS is in fair condition. It is approximately 30 years old. The ATS is located in the truck bay area.
- The emergency generator is located exterior to the fire station and is mounted on a 5' concrete pad. (Fig. 3) It is manufactured by Onan. It is rated 120/240 volts, 36 amps, single phase, 12 kW/kVA and 1800 rpm. The fuel source is diesel. The storage tank is 70 gallons and is located beneath the generator. The tank is a dual wall sub-base fuel tank. The breaker for the generator is a 60 amp Siemens ITE. The generator is approximately 30 years old. The generator is rusting and appears to be in poor condition.
- The apparatus bay has 4' industrial fluorescent fixtures with T8 lamping. The bathroom, common area, kitchen and sleeping quarters have 1' x 4' T8 linear fluorescent fixtures.
- There are 2 smoke detectors as well as 2 carbon monoxide detectors located in the sleeping quarters. The smoke and carbon monoxide detectors are battery operated.
- The receptacles on the first floor are mounted high because of flooding that occurs during heavy rain.

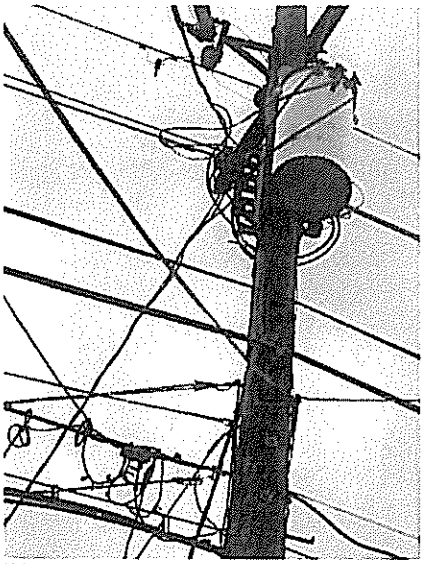


Figure 1: Pole mounted transformer.

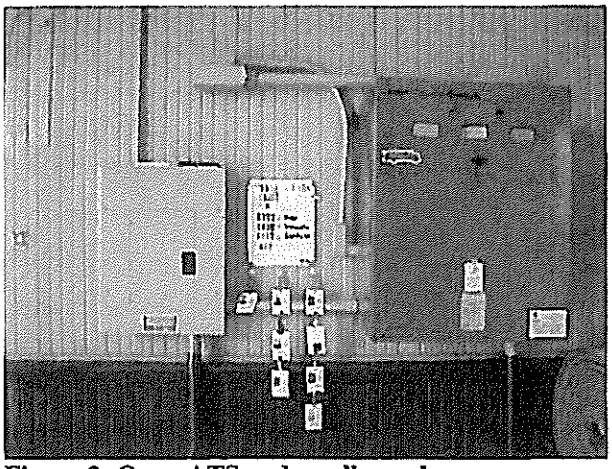


Figure 2: Onan ATS and small panel.

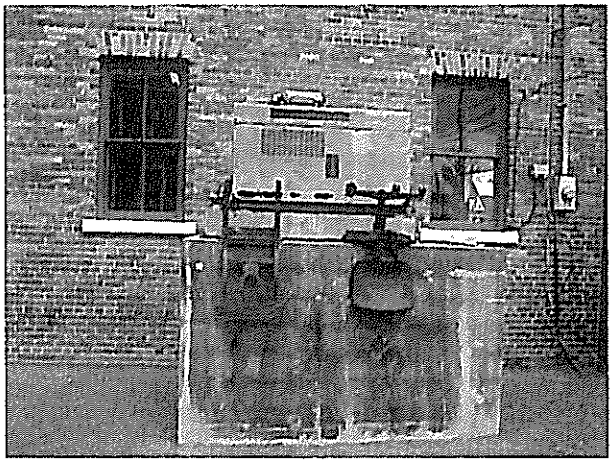


Figure 3: Generator mounted on concrete pad.

Noted Deficiencies:

- There is no Fire Alarm System for the building. According to IFC 2006 section 907.2.9 a manual fire alarm system shall be installed in group R-2 occupancies when the building is not equipped throughout with an automatic sprinkler system.
- There are no illuminated Exit Signs. (Fig. 4) NFPA 101 section 7.10.5 states that every sign required shall be suitably illuminated by a reliable light source and shall be legible in both normal and emergency modes.
- The large panel board located in the truck bay had no name plate—no information on voltage or ampere rating. (Fig. 5) NEC 408.30 states that panel boards shall be durably marked by the manufacturer with the voltage and current rating and the number of phases for which they are designed.
- The work space in front of the small panel board is blocked by chairs that can be moved; until the chairs are relocated the clearance space is not up to code. (Fig. x) Working clearance space shall include the zone described in NEC 110.26(A). The

depth of the working space should be 3' for 0-150 nominal volts; the width should be the width of the equipment or 30"; whichever is greater. It lastly states the working space shall not be used for storage. (Fig. 6)

- There was exposed wire running along the rear exterior of the building. (Fig. 7) NEC 300.15 states that where the wiring method is conduit, tubing, type AC, MC, or MI cable, non-metallic sheathed cable or other cables, a box or conduit body shall be installed at each conductor splice point.

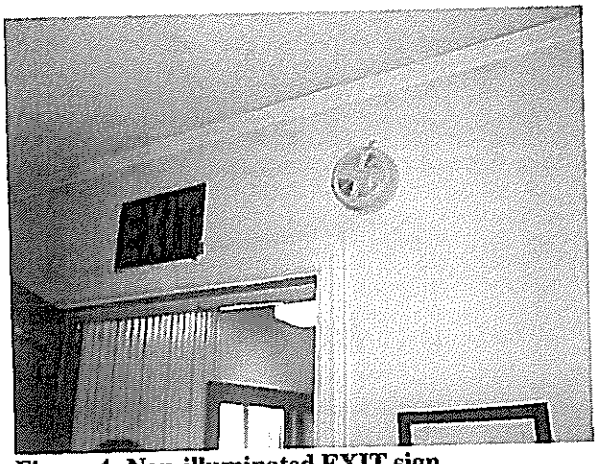


Figure 4: Non-illuminated EXIT sign.

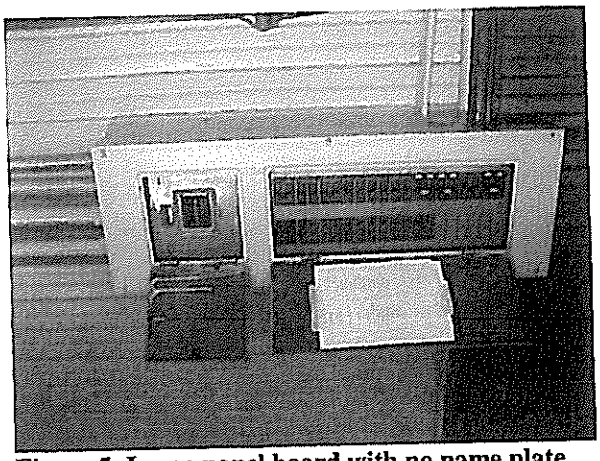


Figure 5: Large panel board with no name plate.

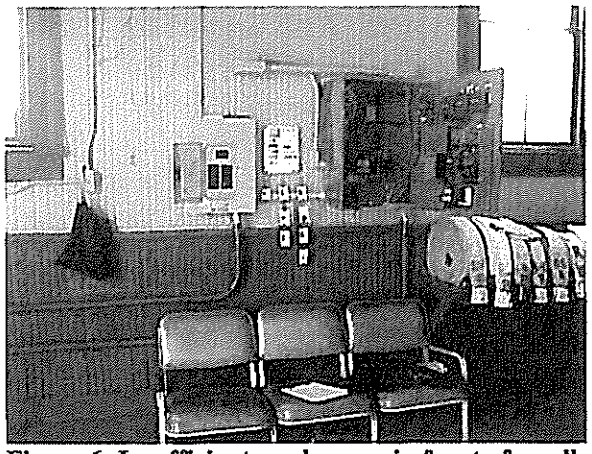


Figure 6: Insufficient work space in front of small panel board.

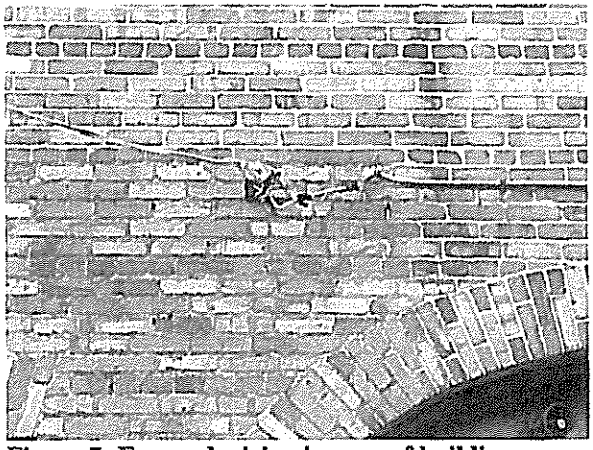


Figure 7: Exposed wiring in rear of building.

Recommendations:

- RMF recommends that a new electrical distribution system be added. The existing system is old and needs to be replaced.
- RMF recommends that branch circuit wiring be replaced.
- RMF recommends adding life safety to existing fire house. The fire house is a two story building and it has neither emergency lighting nor exit lighting.
- RMF recommends that a fire alarm system be installed.
- RMF recommends replacing generator and ATS sized to provide full operation of the fire station.
- RMF recommends weatherproofing the first floor electrical equipment in case of possible flooding.
- RMF recommends providing junction boxes for exposed wiring in the rear of the building.

Electrical Cost Estimate:

These cost estimates are derived from the recommendations listed above and based on the 2009 RS Means Electrical Cost Data books. The electrical cost is based on a dollar per square foot system. These costs only include the electrical work and do not include any structural or architectural work that may be associated with the project. Estimates can be found in the Architectural Assessment section of each individual station report.

FS 08 aerial

August 2, 2016

1:500

0 20 40 80 ft

0 5 10 20 m

9.)

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Matt Compton / Matt Frohlich **DEPT.** Parks – Capital Projects

SUBJECT: FIRE STATION PERMANENT PACKUP POWER SYSTEMS FEMA HAZARD MITIGATION GRANT APPLICATION

REQUEST: Approval of a FEMA Hazard Mitigation Grant application (FEMA HMGP 4241) for permanent back-up power generators at four fire stations: 2&3 (Cannon Street), 8 (Huger Street), 12 (Old Towne Road) and 17 (Johns Island).

This grant would result in new diesel generator sets with supplemental tanks suitable for at least one week of full power for each of the stations. This includes all design/permitting, required equipment and installation costs for the project. The grant program is a 75/25 grant and would provide $283,514.00 in funding requiring a match of $94,505.00 ($378,018.00 project total). If selected, funding would be available the 1st quarter of 2017.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** August 16, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Capital Projects Director	☐	☐		☐
Corporate Counsel	☐	☐		☐
CPR Committee Chair	☐	☐	Amy Wharton	☐
MBE Manager	☐	☐		☐

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

If yes, provide the following: Dept/Div N/A Acct # N/A

Balance in Account N/A Amount needed for this item N/A

Project Number N/A

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: **There is no fiscal impact for this action. An approval of the grant application will only allow the Parks Department to submit the document to FEMA via the SC Emergency Management Division. However, the fiscal impact will occur if the grant application is approved for award.**

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.

2016 HMGP Application Detail

SUMMARY INFORMATION

Grant: 4241 Severe Storms and Flooding

Project Type: Structural Retrofit of Existing Buildings

Title: City of Charleston – Permanent Back-up Power at 4 Fire Stations

Primary Contact: Matthew M. Compton, Special Projects Administrator

Alternate Contact: Cherrie-Ann Caton, Grants Compliance Manager

Authorized Contact: Karen Brack, Chief, Charleston Fire Department

Planning Requirement:

Title of Community Local Hazard Mitigation Plan:

2015-16 Update – Charleston Regional Hazard Mitigation Plan

Mitigation Plan Reference *Identify the section and page in the FEMA approved Local Hazard Mitigation Plan where the project is included (For example: Section 2, Page 12). 3000 character limit*

This project is consistent with the Charleston Regional Hazard Mitigation Plan ("Plan"). An excerpt from the Plan is attached, providing the following portions of the plan:

- Cover page, list of participating agencies, and Table of Contents
- Chapter 1 – EXECUTIVE SUMMARY (p. 8) provides an brief review of the full plan, including information on the most recent update.
- Chapter 4 – PROBLEM ASSESSMENT (p. 96) provides an overview of the hazards present in the Charleston area. Section 4.7 – Critical Facilities (p.140) identifies the specific challenges faced by emergency service providers in the Lowcountry.
- Chapter 5 – GOALS (p.217) provides a brief review of the guiding principles of the plan, with a specific emphasis on the "Project Impact" initiative and updates to the plan.
- Chapter 6 – POSSIBLE ACTIVITIES lists seven categories of potential improvements. Section 6.5 – Emergency Services (p. 233) shows the prioritization factors applicable to projects in support of critical facilities.
- Chapter 7 – ADOPTING RESOLUTION AND JURISDICTION-SPECIFIC ACTION PLANS includes the details and plan adoption from the individual jurisdictions covered by the regional plan. Section 7.3 (p.312) has the City of Charleston's information.

This project addresses problem areas of noted concern, specifically hurricane, wind, flood and seismic deficiencies present in the existing fire station. "Project Impact" goals addressed include A, B, C, and G. Within the Emergency Services priorities, this project can be shown to address all ten of the areas of concern, and is listed first in the types of activities that jurisdictions should consider implementing. Within the City's specific action plan, this project falls within the activity "Continue responding to hazard emergencies" by ensuring the facilities are available to adequately support emergency response personnel during times of extended power outages.

Plan Narrative *Describe how project is consistent with the risk assessment, goals and actions in plan. Please include copy of page where project is included. 2000 character limit*

Fire stations play a critical role in emergency response, allowing highly trained personnel and specialized equipment to be prepositioned throughout a service area. In the Southeast, it is common to think of "emergency preparedness" as "hurricane preparedness", but the recent flood-generating storms reminded us that hazards come in all forms, and frequently arrive with little or no warning. The impacts of these events can range from short-lived and isolated to two or more weeks without utility-provided power over a widespread area.

Our fire stations are staffed 24/7, and are very reliant upon electrical power to meet the needs of the personnel they support. Lack of electricity over an extended period begins to negatively impact operations. Communications with Consolidated Dispatch are routed through an on-site dedicated computer (Purvis Systems - Fire Station Alerting System) that has a battery back-up source limited to a maximum of 12 hours. HVAC systems will not operate, creating a significant occupant comfort issue for any station built after 1970 as they are not capable of efficient passive ventilation. Handheld radio chargers require power in order to keep these critical components in use. Kitchen and laundry facilities cannot be utilized without power, significantly limiting the ability to support personnel needs. In short, even a limited time without power can be difficult on the health, safety and welfare of our first responders, and an extended period can be untenable. These conditions would require that we view the affected stations as temporarily inoperable.

Our current response to inoperable stations is to relocate any apparatus and associated personnel to the closest operable station capable of providing the necessary facilities. This has the potential to leave significant areas of the City of Charleston underserved during a period of heightened need. This project would mitigate this impact by providing full back-up power at the four identified facilities. This power capacity would allow the stations to operate as if the utility-provided power was uninterrupted.
In the context of the Plan, the retrofit of this station meets overall goal 'E' (p. 217) – *Reducing vulnerability of our infrastructure and built environment to natural and man-made environmental hazards ...*
Within the prioritized goals of "Project Impact", this project addresses:

- 'A' – Minimize future hurricane damage.
- 'B' – Protect public health.
- 'C' – Minimize future flood damage.
- 'E' – Minimize future earthquake damage.
- 'G' – Improve hazard resistance of infrastructure.

LIST OF DOCUMENTS TO ATTACH:

<u>2015-16 Hazard Mitigation Plan excerpt</u>

HISTORY OF HAZARD PAGE

Past Damages:

Use the below table to describe past events (by date) that resulted in damage; describe damages, including direct and indirect damages and costs.

Fire Station 2&3

Date	Duration (days)	Loss	Description
Feb 11, 2014	2	$500	Interruption of electrical service due to ice storm.
Jan 28, 2014	2	$500	Interruption of electrical service due to ice storm.
Aug 28, 2004	2	$500	TS Gaston / DR-1547. 50-70 mph sustained winds. Loss of power.
Jan 22, 2000	9	$500	SC Winter Storm / DR-1313. Series of severe winter storms resulting in intermittent power interruptions.
Sept 14, 1999	3	$500	Hurricane Floyd / DR-1299. Loss of power due to Cat. 2 hurricane force winds.
Sept 21, 1989	21	$500	Hurricane Hugo / DR-843. Cat. 3+ hurricane. Approx. 3 weeks without power. Other damages not listed.
Sept 29, 1959	3	?	Hurricane Gracie. Several days without power.
Sept 28, 1938	?	?	F2 Tornado crossed peninsula near station, causing power loss. Over $2m in community losses.

Fire Station 8

Date	Duration (days)	Loss	Description
Feb 11, 2014	2	$500	Interruption of electrical service due to ice storm.
Jan 28, 2014	2	$500	Interruption of electrical service due to ice storm.
Aug 28, 2004	2	$500	TS Gaston / DR-1547. 50-70 mph sustained winds. Loss of power.
Jan 22, 2000	9	$500	SC Winter Storm / DR-1313. Series of severe winter storms resulting in intermittent power interruptions.
Sept 14, 1999	3	$500	Hurricane Floyd / DR-1299. Loss of power due to Cat. 2 hurricane force winds.
Sept 21, 1989	21	$500	Hurricane Hugo / DR-843. Cat. 3+ hurricane. Approx. 3 weeks without power. Other damages not listed.
Sept 29, 1959	3	?	Hurricane Gracie. Several days without power.
Sept 28, 1938	60	?	F2 Tornado crossed immediately adjacent to station, causing damages and power loss. Over $2m in community losses.

Fire Station 12

Date	Duration (days)	Loss	Description
Feb 11, 2014	2	$500	Interruption of electrical service due to ice storm.
Jan 28, 2014	2	$500	Interruption of electrical service due to ice storm.
Aug 28, 2004	2	$500	TS Gaston / DR-1547. 50-70 mph sustained winds. Loss of power.
Jan 22, 2000	9	$500	SC Winter Storm / DR-1313. Series of severe winter storms resulting in intermittent power interruptions.
Sept 14, 1999	3	$500	Hurricane Floyd / DR-1299. Loss of power due to Cat. 2 hurricane force winds.
Sept 21, 1989	21	$500	Hurricane Hugo / DR-843. Cat. 3+ hurricane. Approx. 3 weeks without power. Other damages not listed.

Fire Station 17

Date	Duration (days)	Loss	Description
July 17, 2016	1	-	Interruption of electrical service due to thunderstorm-4 hrs.
Sept 11, 2015	1	-	Interruption of electrical service due to thunderstorm-4 hrs.
Nov 26, 2014	1	-	Interruption of electrical service due to thunderstorm-2 hrs.
Jan 22, 2013	1	-	Interruption of electrical service due to thunderstorm-5 hrs.
Dec 16, 2011	1	-	Interruption of electrical service due to thunderstorm-2 hrs.
Aug 28, 2004	2	$500	TS Gaston / DR-1547. 50-70 mph sustained winds. Loss of power.
Jan 22, 2000	9	$500	SC Winter Storm / DR-1313. Series of severe winter storms resulting in intermittent power interruptions.
Sept 14, 1999	3	$500	Hurricane Floyd / DR-1299. Loss of power due to Cat. 2 hurricane force winds.

Additional Comments:

-Provide any additional details regarding past events.

Power outages are not fully noted.

Population Affected:

-Provide the number of each type of structure listed above in the project area. Include all structures in the project area

	Count
Residential Properties	1,000+
Businesses / Commercial Properties	250+
Public Properties School / Hospitals / House of Worship	25+
Total	1,275+

Hazards to Mitigate:

-List the type of hazards the proposed project will mitigate (i.e. Wind, Seismic, Flood, Fire).

Charleston is subject to power outages related primarily to storm events. These outages can be less than an hour in duration to multi-day events. The extended events typically occur with stronger storms, which often result in an increase in service calls for emergency services. This project seeks to provide permanent, automatic, back-up power capable of operating the entire emergency response facility at four existing fire stations. Providing full back-up power at the station will ensure personnel have an opportunity for quality rest between calls, and maintain the capacity for routine operations during extended events. These stations are the final four of the fifteen City of Charleston fire stations that do not have full back-up power in place or in process.

The City of Charleston works with other jurisdictions within Charleston County to provide and receive Automatic Mutual Aid. All calls for service are routed through the Consolidated Dispatch Center operated by the county. Our personnel and equipment regularly roll out for calls in support of these other entities, including James Island PSD, Town of Mount Pleasant, City of North Charleston, St. Andrews PSD, and St. Johns Fire Department. Engine companies are also first-responders on calls for medical assistance in support of the Charleston County EMS. Through this agreement, we are able to combine our emergency response assets with others in the community to serve over 660,000 residents.

Station #2 & 3 is located in historic downtown Charleston, and is home to Engine Company 102 and Engine Company 103. Engine 102 has a primary service area of approximately 0.8-square miles of the old and historic district south of Beaufain and Market Street, with a secondary response area of the entire peninsula (12.6-square miles). This crew also staffs Marine 101 during calls that warrant a marine response. Engine 103 has a primary service area of approximately 0.8-square miles between Calhoun and Beaufain streets, with a secondary response area of the entire peninsula. Over 35,000 citizens live on the peninsula, and the daily influx of workers, students and visitors can swell the population downtown to over 150,000 on peak days. Marine 101, a 36' fireboat, is berthed at the foot of S. Adgers Wharf approx. 0.9-miles away. This vessel is used to respond to calls for service in the harbor and in support of various harbor patrol organizations. A crew of 10 personnel man the station at any given time, and during emergency situations up to 24 personnel can be accommodated in the facility. This station is also identified as a possible staging area for other agencies during emergency operations. During 2015, the crews at this station responded to 4,697 calls for service. The existing 100kW diesel generator is adequately sized to operate the facility, with a fuel capacity suitable for several days, but is over 23 years old.

Station #8 is located in the upper peninsula of downtown Charleston, and is home to Engine Company 108. Engine 108 has a primary service area of approximately 2.2 square miles, with a secondary response area of the entire peninsula (12.6-square miles). Over 35,000 citizens live within these service areas, and daily populations swell considerably. A crew of 5 personnel man the station at any given time, and during emergency situations up to 12 personnel can be accommodated in the facility. This station is also identified as a possible staging area for other agencies during emergency operations. During 2015, the crews at this station responded to 2,387 calls for service. The existing 12kW diesel generator is over 37 years old, stores less than a two day fuel supply, and is limited to operating facility lighting, communications equipment, and the refrigerator.

Station #12 is located in the West Ashley area of Charleston and is home to Engine Company 112 and Air 101 (CFD's air / light / rehab unit). Engine 112 has a primary service area of approximately 3.8-square miles, with a secondary response area of approximately half of the West Ashley area. Over 25,000 citizens of Charleston, plus approximately 22,000 St. Andrews PSD residents, live and work with these service areas. A crew of 5 personnel man the station at any given time, and during emergency situations up to 12 personnel can be accommodated in the facility. This station is also identified as a possible

staging area for other agencies during emergency operations. During 2015, the crews at this station responded to 1,456 calls for service. The existing 12kW diesel generator is over 27 years old, stores less than a two day fuel supply, and is limited to operating facility lighting, communications equipment, and the refrigerator.

Station #17 is located on Johns Island and is home to Engine Company 117. Engine 117 has a primary service area of approximately 31- square miles, covering all of the corporate limits of Charleston on Johns Island and overlapping with the St. Johns Fire District (approx. 1/3 City). This first due responsibility includes fire and emergency response at the Charleston Executive Airport, an expanding alternate regional airport. Through the Mutual Aid agreement, the response area expands to include Wadmalaw, Seabrook and Kiawah Islands. Over 8,000 citizens of Charleston live and work within these service areas, with over 30,000 residents on the islands as a whole. A crew of 5 personnel man the station at any given time, and during emergency situations up to 12 personnel can be accommodated in the facility. This station is also identified as a possible staging area for other agencies during emergency operations. During 2015, the crews at this station responded to 871 calls for service. The existing 33kW diesel generator is over 17 years old, has less than a two day fuel supply, and is limited to operating facility lighting, communications equipment, and the refrigerator.

Our fire stations are staffed 24/7, and are very reliant upon electrical power to meet the needs of the personnel they support. Loss of power for even a short period of time has an impact, as the doors must be manually operated, slowing response times. Lack of electricity over an extended period begins to negatively impact operations. Communications with Consolidated Dispatch are routed through an on-site dedicated computer (Purvis Systems - Fire Station Alerting System) that has a battery back-up source limited to a maximum of 12 hours. HVAC systems will not operate, creating a significant occupant comfort issue for any station built after 1970 as they are not capable of efficient passive ventilation. Handheld radio chargers require power in order to keep these critical components in use. Kitchen and laundry facilities cannot be utilized without power, significantly limiting the ability to support personnel needs. In short, even a limited time without power can be difficult on the health, safety and welfare of our first responders, and an extended period can be untenable. These conditions would require that we view the affected stations as temporarily inoperable.

Level of Protection:

-Fill in the level of protection the proposed project will provide. List data in Flood Levels (10, 25, 50, 100... mph winds) or Mercalli Scale Earthquake (1-12). For example: 23 Structures protected against the 100-year (1%) flood.

This project would provide full back-up power generating capacity for each of the four stations, with a fuel supply system capable suitable for a minimum of one week of operation. All work will meet or exceed current building code requirements for installation.

Useful Life of the Project: 19 years

-Number of years proposed project will provide protection against the hazard(s) above.

Scope of Work:

Description of the Solution & Mitigation Proposed

-3500 Characters-Describe the proposed scope of work to accomplish this project.

We propose to install diesel generator sets with integral fuel tanks, matched automatic transfer switches, and supplemental fuel tanks. The integral tanks would be sized to provide a minimum of 48 hours of run time, and the supplemental tank would allow for up to another 10-12 days of continuous operation. This work will include modifications to the existing electrical system as required to connect the ATS and generator, support pedestals as needed to comply with flood elevations, and bollards to protect the equipment from vehicular damage.

To accomplish this project, appropriate professional consultants will be hired to develop the plans and specifications required to permit and install the improvements. These consultants will determine the correct size of each generator set. For the purpose of this grant proposal, we have relied on information provided in a facility assessment to size the generators and fuel tanks, verified with acceptable industry standards for determining generator capacity requirements.

The consultants will gather the site information required to design the installation, including updated property boundary and elevation information, existing conditions of the electrical system, and any required setback requirements. Using this information, the new generator sets will be designed to meet the specific site requirements. Mounting locations will be determined, with appropriate pedestals designed to meet the various code requirements. Final design packages will be submitted for permitting through the appropriate agencies to verify that all requirements are addressed.

Upon the completion of the permitting process, the project will be competitively bid, with the work accomplished by the lowest cost qualified contractor.

COSTS

Cost Line Items:

Please specify any project costs that aren't worksheet or site-specific (since those costs will be specified in the individual worksheets).

Phased Project: **No** / Yes (If this project is to be done in 2 phases - A and B.)

Budget / Cost Estimate

FEMA - Hazard Mitigation Grant Program
Application 4241 (October, 2015 Flooding)
Prepared May, 2016

Item Name	Qty	Unit	Unit Cost	Extended	Notes
FS 02 & 03					
Mobilization	1	Each	$ 7,500	$ 7,500	
100 kW diesel generator	1	Each	$ 30,315	$ 30,315	Cummins 100kW, sound encl., 140g tank
Automatic transfer switch	1	Each	$ 3,495	$ 3,495	400A
1,000 gallon auxillary diesel tank	1	Each	$ 7,590	$ 7,590	Eagle Tanks. Horiz. Cylinder w equip
Pedestal to meet flood	1	Each	$ 10,000	$ 10,000	
Misc. elec. materials & fittings	1	Allow	$ 5,000	$ 5,000	
Bollards	8	Each	$ 400	$ 3,200	
Electrical labor	80	Hr	$ 75	$ 6,000	
General labor	40	Hr	$ 40	$ 1,600	
Crane w/ rigger	1	Day	$ 2,500	$ 2,500	
			Hard Cost SUBTOTAL	$ 77,200	
		15	% Overhead	$ 11,580	Contractor overhead & profit
		10	% Soft Cost	$ 7,720	Survey, Electrical Eng., Permitting fees
			TOTAL ESTIMATED COST	$ 96,500	

Replaces existing 100kW diesel set installed ca 1993. Provides full power for facility.

FS 08					
Mobilization	1	Each	$ 7,500	$ 7,500	
80 kW diesel generator	1	Each	$ 28,264	$ 28,264	Cummins 80kW, sound encl., 140g tank
Automatic transfer switch	1	Each	$ 3,495	$ 3,495	400A
1,000 gallon auxillary diesel tank	1	Each	$ 7,590	$ 7,590	Eagle Tanks. Horiz. Cylinder w equip
Pedestal to meet flood	1	Each	$ 12,500	$ 12,500	
Misc. elec. materials & fittings	1	Allow	$ 5,000	$ 5,000	
Bollards	8	Each	$ 400	$ 3,200	
Electrical labor	80	Hr	$ 75	$ 6,000	
General labor	40	Hr	$ 40	$ 1,600	
Crane w/ rigger	1	Day	$ 2,500	$ 2,500	
			Hard Cost SUBTOTAL	$ 77,649	
		15	% Overhead	$ 11,647	Contractor overhead & profit
		10	% Soft Cost	$ 7,765	Survey, Electrical Eng., Permitting fees
			TOTAL ESTIMATED COST	$ 97,061	

Replaces existing 12kW diesel set installed ca 1980. Provides full power for facility.

FS 12

Mobilization	1	Each	$ 7,500	$ 7,500	
80 kW diesel generator	1	Each	$ 28,264	$ 28,264	Cummins 80kW, sound encl., 140g tank
Automatic transfer switch	1	Each	$ 3,495	$ 3,495	400A
1,000 gallon auxillary diesel tank	1	Each	$ 7,590	$ 7,590	Eagle Tanks. Horiz. Cylinder w equip
Pedestal to meet flood	1	Each	$ 12,500	$ 12,500	
Misc. elec. materials & fittings	1	Allow	$ 5,000	$ 5,000	
Bollards	8	Each	$ 400	$ 3,200	
Electrical labor	80	Hr	$ 75	$ 6,000	
General labor	40	Hr	$ 40	$ 1,600	
Crane w/ rigger	1	Day	$ 2,500	$ 2,500	
		Hard Cost SUBTOTAL		$ 77,649	
	15	% Overhead		$ 11,647	Contractor overhead & profit
	10	% Soft Cost		$ 7,765	Survey, Electrical Eng., Permitting fees
	TOTAL ESTIMATED COST			$ 97,061	

Replaces existing 12kW diesel set installed ca 1990. Provides full power for facility.

FS 17

Mobilization	1	Each	$ 7,500	$ 7,500	
80 kW diesel generator	1	Each	$ 28,264	$ 28,264	Cummins 80kW, sound encl., 140g tank
Automatic transfer switch	1	Each	$ 5,262	$ 5,262	600A
1,000 gallon auxillary diesel tank	1	Each	$ 7,590	$ 7,590	Eagle Tanks. Horiz. Cylinder w equip
Slab for mounting gen. & tank	300	SF	$ 10	$ 3,000	6" conc w thickened edge.
Misc. elec. materials & fittings	1	Allow	$ 5,000	$ 5,000	
Bollards	8	Each	$ 400	$ 3,200	
Electrical labor	80	Hr	$ 75	$ 6,000	
General labor	40	Hr	$ 40	$ 1,600	
Crane w/ rigger	1	Day	$ 2,500	$ 2,500	
		Hard Cost SUBTOTAL		$ 69,917	
	15	% Overhead		$ 10,487	Contractor overhead & profit
	10	% Soft Cost		$ 6,992	Survey, Electrical Eng., Permitting fees
	TOTAL ESTIMATED COST			$ 87,396	

Replaces existing 33kW diesel set installed ca 1999. Provides full power for facility.

FS 02 & 03	$	96,500
FS 08	$	97,061
FS 12	$	97,061
FS 17	$	87,396
TOTAL ESTIMATED PROJECT COST	**$**	**378,018**
25% Matching Funds	$	(94,505)
75% Grant Funds	$	283,514

Strategic Funds Management Initiative: Does this project qualify for SFM? **No**/Yes

Funding Sources

Method:	By Amount	Funding Source / Other Agency
Estimated FEMA Share:	$283,514	
Estimated State Share:	$0	
Non-Federal Share - Estimated Local Share (Include In-Kind Value):	$ 94,505	General Fund / CFD allocation
Estimated Other Agency Share:		
Other Non-FEMA Federal Funds (Do Not Include In Total):		
Total Allocated:	$378,018	

Cost Effectiveness:

-Provide a detailed description of the cost effectiveness indicating that there is a reasonable expectation that future damage or loss of life will be reduced or prevented.

The City of Charleston Fire Department has a long history of service to the citizens of Charleston, South Carolina. The department can trace its earliest organized roots to a volunteer force that began in 1784 with the formation of the Hand in Hand Fire Company (Legeros, 2007). The department changed over to a fully paid force on January 1, 1882, with six, two piece engine companies, two truck companies, 101 men and 29 horses to protect approximately fifteen square miles. This fledgling force transitioned over the next 132 years to today's professional all-hazard force. The CFD of today is comprised of nearly 330 officers and firefighters, fifteen stations, sixteen engine companies, four truck companies, a cross staffed full service hazardous materials response team, a regional technical rescue team that supports the state of South Carolina's urban search and rescue system, and a marine division comprised of two land based engine companies that alternated cross staffing a fire boat and a group of land based firefighters trained in marine firefighting.

The department's first due response area has expanded from its original fifteen square miles on the Charleston Peninsula to approximately 125 square miles. The service area is divided into four battalions. Four neighboring departments and the CFD signed an automatic aid agreement in 2011 that ensures the closest units regardless of jurisdiction are dispatched to emergencies in the five department area. The departments also use the same standard operating guideline for structural firefighting and continue to work on adopting joint policies to promote seamless operations.

Response challenges are numerous for the men and women of the CFD. The response district includes a sizable historic downtown area that earned Charleston bragging rights for the last three years as the Number One tourist destination in the United States (Conde Nast, 2014). This area contains approximately 8000 historic structures. Many of these structures pre-date the American Revolution and range in size from 900 square feet to upwards of 15,000 square feet. Protecting and preserving these structures, many arranged on narrow streets barely wide enough to pass with an engine, creates significant access issues for apparatus and a real threat of conflagration. In addition, the city contains a large, deep water container seaport (4th largest on the east coast), a chemical facility, a bulk storage fuel facility,

freight rail service that includes transport of chlorine, hydrogen sulfide and a variety of flammable and hazardous materials into the chemical plant, multiple high rise buildings, three hospitals, five colleges/universities and three rivers.

The purpose of this mitigation activity is to maintain a consistent level of emergency services during periods of extended power outages. These periods of extended power loss would most likely be related to a significant natural disaster, during which times the services provided by the fire department personnel would be critically important. This benefits the community by decreasing the potential for property loss while increasing the overall safety of the residents and visitors.

Benefit Cost Ratio

Is Used: - Benefit/Cost Analysis IS applicable to this project Benefit/Cost Analysis is NOT applicable to this project	Yes
Total Project Benefit: - The total of savings realized by this project.	
Benefit Cost Ratio: - This value is calculated based on Benefit/Cost. Please also attach a copy of the Benefit Cost Analysis and all supporting documentation.	

TIMELINE

Project Milestones

Total # of weeks for entire project: 52

List the major milestones in this project. The state requires 90-day period milestones.

Example 1: Demolition of 6 structures and removal of debris, 1-90 Days

Example 2: Design, Engineering and H & H Studies, 91-180 Days

Task Description	Start Day	End Day
Acceptance of grant award	0	40
Project kick-off process	41	70
Select / contract with A/E team	71	100
Design & permitting	101	184
Bid / contract for construction	185	230
Implement work	231	300
Inspection / acceptance	301	330
Project close-out	331	360

ALTERNATES:

List two feasible alternative projects to mitigate the hazards faced in the project area. One alternative is the "No Action Alternative" (section A). This application cannot be reviewed if this section is incomplete.

A. No Action Alternative

-Discuss the impacts on the project area if no action is taken.

Impacts with No Action:

Without full back-up power capablilities, these stations would have limited functionality in any event lasting longer than 12 hours - the extent of the battery back-up systems on critical communications equipment. Loss of power affects communications, leaves the stations without the ability to power the HVAC systems, hot water heater, kitchen equipment, and other electrical devices. This situation would quickly become untenable in any outage exceeding 12 hours, and any extended event would require relocation of personnel and equipment to an alternate site. Relocating to an alternate site leaves the residents and business owners within the response areas with a significantly diminished service in the event of an emergent need.

B. Other Feasible Alternative

-Discuss a feasible alternative to the proposed project. This could be an entirely different mitigation method or a significant modification to the design of the current proposed project. Please include scope of work, engineering details (if applicable), estimated budget and the impacts of this alternative.

Other Feasible Project Description and Scope of Work:

-Describe, in detail, the alternative project. Also, explain how the alternative project will solve the problem(s) / provide protection from the hazard(s).

The only alternative to a permanent generator installation is the use of a portable generator. This trailer-mounted unit would be rented, assuming it is available, towed to the site, and connected to the existing electrical system. This multi-step process would require the assistance of City of Charleston maintenance personnel (non CFD), who would likely also be working on responses to other City-owned facilities. After the generator is located and secured, it would be delivered to the site by the rental agency. The existing utility-provided power would be disconnected at the meter to prevent backfeeding into the power grid, and a temporary connection between the generator and facility electrical panels would be installed. Depending on the size of the generator available, some of the facility electrical circuits may be disconnected. Generator operations will require regular refueling and observations, which will be accomplished through CFD personnel. As the only hazard that is reasonably predictable is a hurricane, it is assumed that this would be an after-the-fact response.

Assuming that the temporary generator is available, a two-week operation would cost an estimated $13,842 per site ($55,368 for all four locations). See the attached for details.

Other Feasible Project Location: The feasible alternate site is located on the same properties as the existing stations. See attached.

-Attach a map or diagram showing the alternative site in relation to the proposed project site and photographs of alternative site.

_____Upload

Funding Sources:
-Round figures to the nearest dollar. The maximum FEMA share for HMGP projects is 75%. The other 25% can be made up of State and Local funds as well as in-kind services. HMGP funds may be packaged with other Federal funds, but those funds cannot be used as match. Federal funds which lose their Federal identity at the State level (such as CDBG, ARS, HOME,) may be used for the State or Local match.

	By Amount	% of Share	Funding Source / Other Agency
Estimated FEMA Share:	$0	0	
Non-Federal Share - Estimated Local Share (Include In-Kind Value):	$0		N/A
Estimated Other Agency Share:	$55,368 per 2-week incident	100	General Fund / City of Charleston
Other Non-FEMA Federal Funds (Do Not Include In Total):			

Upload non-Federal share commitment letter(s).

Upload ___See attached_____

Impacts of Other Feasible Alternative Project:
-Include comments on these issues: Environmental Justice; Endangered Species; Wetlands; Hydrology (Upstream and Downstream Impacts); Floodplain/ Floodway; Historic Issues; Hazardous Materials.

The alternative is an after-the-fact only response, therefore a period of unsupported down time has to be factored into consideration. This period would be at least 12 hours, and is reasonably expected to be 36 or more hours due to the required coordination. Also assumes that the appropriately sized generator is reasonably available within the region. Connection will require modification to the existing main electrical panel and disconnection from utility provider, and reversal of same at the end of the event. Will require personnel stop the generator and refill the fuel tank approx. every 8 hours.

Reason for Rejecting Other Feasible Alternative:
-Describe below.

This alternative could not be pre-positioned, as it would be subject to damage from storm surge and windblown debris in a hurricane event, and all other event types are not able to be forecast. Therefore, a period of 12 minimum to 36 or more hours of downtown would be expected in any incident. As this would be rented equipment - not pre-staged, City-owned equipment - it may not be readily available from a rental agency, further extending the down-time. Requires coordination with licensed electricians and the utility provider to connect and disconnect the generator, which would likely be difficult to arrange during an emergency response situation. The frequent refueling activities, while minimal, will distract from the primary duties of the emergency response personnel and require further coordination with a fuel distributor to keep the storage tank full.

Documentation:

-List documents to upload.

Agreements:

A. Maintenance Agreement

All applicants whose proposed project involves the retrofit or modification of existing public property or whose proposed project would result in the public ownership or management of property, structures, or facilities, must first sign and attach the following agreement prior to submitting their application to FEMA.

NOTE: those applicants whose project only involves the retrofitting, elevation, or other modification to private property where the ownership will remain private after project completion DO NOT have to complete this form.)

Download Agreement Template

Upload

B. Applicant Certifications

Each applicant whose proposed project involves elevation of one or more residential structures or relocation or acquisition and demolition of such structures must sign and attach the following certifications.

~~Download Agreement Template~~ N/A

Upload

John J. Tecklenburg
Mayor

City of Charleston
South Carolina

Amy Wharton
Chief Financial Officer

Department of Budget, Finance & Revenue Collections

August 16, 2016

Ms. Charlotte Foster
State Hazard Mitigation Officer
S. C. Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172

RE: FEMA – HMGP - 4241 / Financial Commitment
Charleston Fire Department – Permanent Back-up Power at 4 Fire Stations

Dear Ms. Foster:

The City of Charleston has identified funding in support of the project referenced above in the following amounts:

- General Fund $ 94,505 – Permanent Back-Up Power at Fire Stations 2&3, 8, 12, and 17

This funding will be part of the 'Capital Improvement Plan' for the City's FY 2017, which begins on January 1, 2017. Funding will be available as needed during the implementation term of the project. We understand that this project is a reimbursable grant.

Please feel free to contact me should your require additional information. Thank you for your consideration of this application.

Sincerely,

Amy Wharton
Chief Financial Officer

823 MEETING STREET, CHARLESTON, SC 29403, TEL. (843) 724-7324

GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS

Hazard Mitigation Grant Program

Maintenance Agreement

The CITY *(City, Town, Parish)* of CHARLESTON, State of S.C., hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the **routine** maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

The purpose of this agreement is to make clear the Sub grantee's maintenance responsibilities following project award and to show the Subgrantee's acceptance of these responsibilities. It does not replace, supercede, or add to any other maintenance responsibilities imposed by Federal law or regulation and which are in force on the date of project award.

Signed by John J. Tecklenburg *(name of signing official)* the duly authorized Mayor *(title)* of City of Charleston *(name of applicant)*, this 16th *(day)* of August *(month)*, 2016 *(year)*

Signature _____

10.)

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenberg, Mayor

FROM: Curt Berg / Matt Frohlich **DEPT.** Parks – Capital Projects

SUBJECT: CHARLESTON POLICE DEPARTMENT TEAM 4 OFFICE BUILDING FEE AMENDMENT #1

REQUEST: The approval of Fee Amendment #1 to the Design Contract with Walker Concepts Architecture, LLC in the amount of $15,500.00 for the Charleston Police Department Team 4 Office Building. The amount includes studies and final design for modifying one bathroom in a unisex designation, providing full specifications in the project manual booklet, originally directed to be outlined specifications included as part of the drawings, replacing existing HVAC equipment and design modifications of ductwork, and a $500 increase to the original $1,000 reimbursable amount.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** August 16, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Capital Projects Director	☐	☐		☐
Corporate Counsel	☐	☐		☐
CPR Committee Chair	☐	☐	Amy Wharton	☐
MBE Manager	☐	☐		☐

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

If yes, provide the following: Dept/Div **PARKS – Capital Projects** Acct # **051430-58238**

Project Number **CP1525**

Balance in Account **$15,500.00** Amount needed for this item **$15,500.00**

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: **Approval of Fee Amendment #1 will increase the Design Contract with Walker Concepts Architecture, LLC by $15,500.00 from $31,660.00 to $47,160.00 and thus over the $40,000.00 threshold. The funding source for this project is the 2015 Installment Purchase Revenue Bond ($1,750,000.00) and 2015 General Fund Reserves ($323,211.00).**

Mayor's Signature: John J. Tecklenberg, Mayor

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

City of Charleston
Contract Amendment for Professional Services #01

Project: CP1525 – POLICE DEPT TEAM 4 OFFICES

Owner: City of Charleston
Division of Capital Projects
823 Meeting Street
Charleston, SC 29403

A/E: C/O JAMES S. WALKER, AIA
WALKER CONCEPTS ARCHITECTURE LLC
91-B BROAD STREET
CHARLESTON SC 29401

Contract Date: 26 AUGUST 2015
Amendment Date: 03 AUGUST 2016

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

1. Description of the Contract Amendment:

Additional services for change in scope of work and design deliverables, including:

1. *Studies and final design for modifying one bathroom into a unisex designation.*
2. *Providing full specifications in a project manual booklet, originally directed to be outline specifications included as part of drawings.*
3. *Replacing existing HVAC equipment and design modifications of ductwork.*
4. *$500 increase to original $1000 reimbursables amount.*

2. Adjustments to the Contract Sum:

Original Contract Sum	$ 31,660.00
Change by Previously Approved Contract Amendments	$ n/a
Contract Sum prior to this Contract Amendment	$ 31,660.00
Amount of this contract Amendment, complete	$ 15,500.00
New Contract Sum, including this Contract Amendment	$ 47,160.00

3. Adjustments in Contract Time:

Original Date for Contract Completion	n/a
Change in Days by Previously Approved Contract Amendments	n/a
Change in Days for this Contract Amendment	n/a
New Date for Contract Completion	n/a

ARCHITECT/ ENGINEER: _____ 8/1/2016
James S. Walker, AIA (Date)
Walker Concepts Architecture, LLC

OWNER: _____ _____
John J. Tecklenburg, Mayor (Date)

WALKER | CONCEPTS
ARCHITECTURE

7/29/2016

Mr. Curt Berg, RA, Senior Construction Project Manager
Capital Projects, Department of Parks, City of Charleston
823 Meeting Street
Charleston, South Carolina 29403

Re: **LETTER OF AGREEMENT- ADDITIONAL SERVICES AMENDMENT**
CP1525 Police Department Team 4 Office
3545 Mary Ader Avenue
Charleston, South Carolina 29455

Dear Curt:

Walker Concepts Architecture is requesting an amendment to our original Letter of Agreement on the above referenced project.

The reasons for the additional services is as follows:

1. **Unisex Toilet and Shower:** Walker Concepts Architecture has been requested by the City of Charleston Capital Projects to add a new unisex shower and toilet room.
    i. Multiple locations and configurations will need to be studied by the architect.
    ii. Two meetings will be needed to review the different schemes with the City of Charleston and discuss the cost, code and square footage implications of each option.
    iii. Once a final layout is decided upon by the City, the architect will coordinate with the MP&E consultants to update the construction drawings for the project and resubmit the changes for permit.

The fees by discipline are broken down as follows:

1. Architectural	$2,800.00
2. Mechanical, Plumbing, Electrical & Fire Alarm Engineering	$ 900.00
Total Base Contract	$3,700.00

2. **Project Manual Specifications:** Walker Concepts Architecture has been requested by the City of Charleston Capital Projects to provide a full specifications project manual.
    i. To include all applicable divisions and sections.
    ii. City to provide procurement and contracting requirements.

The fees by discipline are broken down as follows:

1. Architectural	$3,750.00
2. Mechanical	$2,000.00
3. Electrical and Fire Alarm	$1,250.00
Total Base Contract	$7,000.00

3. **New HVAC Units:** Walker Concepts Architecture has been requested by the City of Charleston Capital Projects to provide mechanical redesign to include replacement of all HVAC systems and minimal ductwork changes around some of those units.
    i. Coordination with electrical and architectural
    ii. The current ductwork, air handlers and condensers are not optimally zoned for the new configuration of spaces, as the original scope included reusing as much of the original system as possible.
    iii. We will need to confirm that the site is in a flood zone X OR the grade sits above the base flood elevation. This proposal assumes we meet this requirement.
    iv. We will design a concrete pad and privacy/security screen for new condenser units to sit at grade. Alternatively, placing new units on the roof or having to design an elevated mechanical pad will require a structural engineer to ensure the increased load of the units is accounted for. Structural is not included in this proposal.
    v. Mechanical can reuse the existing exposed round ductwork in the large upstairs classrooms.

The fees by discipline are broken down as follows:

1. Architectural	$1,100.00
2. Mechanical and Electrical	$3,200.00
Total Base Contract	$4,300.00

ADDITIONAL SERVICES

The additional fee for this amendment to the Letter of Agreement is based on the scope changes outlined above. Our total fee, not including reimbursable expenses will be fifteen thousand dollars ($15,000.00).

Reimbursables will continue to be billed at cost plus 10%, not to exceed an additional $500.00 from the original contract's maximum reimbursable amount.

The above fees will be billed separately as Additional Services on a separate invoice from the original scope.

Please review and contact our office if there are any questions concerning this request.

Sincerely,

Joshua D. Bagwell, AIA, NCARB, LEED AP
Architect
Walker Concepts Architecture, LLC

Accepted by / date:

_____
Curt Berg, RA

11.)

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Bill Turner / Matt Frohlich **DEPT.** Parks – Capital Projects

SUBJECT: CFD FIRE STATION #6 (CANNON STREET) RETROFIT PROFESSIONAL SERVICES CONTRACT

REQUEST: Approval of a Professional Design Contract with Evans and Schmidt Architects in the amount of $242,050.00 for the Fire Station #6 (Cannon Street) Retrofit.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** August 16, 2016

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	☐	☐	Frances J. Cantwell	☐
Capital Projects Director	☐	☐	John N. Yost	☐
MBE Manager	☐	☐		☐

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

If yes, provide the following: Dept/Div **Parks-Capital Projects** Acct # **051436-58238**

Balance in Account **$242,050.00** Amount needed for this item **$242,050.00**

Project Number **CP1532**

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: **The Professional Design Contract will obligate $242,050.00 of the $375,349.00 project budget. The funding source for this project is: 2015 FEMA Hazard Mitigation Grant ($281,512.00) and 2015 Installment Purchase Revenue Bond ($93,837.00).**

Mayor's Signature: John J. Tecklenburg

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.

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year 2016

BETWEEN the Architect's client identified as the Owner:

City of Charleston
Department of Parks
Capital Projects Division
823 Meeting Street
Charleston, SC 29403
Phone: 843-724-7324
Fax: 843-724-7300

and the Architect:

Evans & Schmidt Architects, LLC
284 Meeting Street
Charleston, SC 29401

for the following Project:

CP1532 Retrofit of Cannon Street Fire Station (No. 6)

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
/

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:15:23 on 07/14/2016 under Order No.2593220715_1 which expires on 06/15/2017, and is not for resale.
User Notes: (1734749030)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in Exhibit A, Initial Information: This Agreement shall only include the scope of work identified in Exhibit A of this Agreement which sets forth the A/E work for the Project through Construction Documents. If the Owner procures the additional funding needed to commence and complete the construction of the retrofit of the Project, the additional A/E work required therefor shall be accomplished by an amendment to this Agreement. All references and responsibilities of the parties for the construction of the retrofit of the Project beyond Construction Documents are expressly excluded and outside the scope of this Agreement.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date: To be determined.

.2 Substantial Completion date: To be determined.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:15:23 on 07/14/2016 under Order No.2593220715_1 which expires on 06/15/2017, and is not for resale.
User Notes:

(1734749030)

perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project and in accordance with the terms of this Agreement.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

2.3.1 The A/E shall define the Project organization as required in Paragraph 12.2.

2.3.2 The consultants presented by the A/E as part of the selection process and approved by the Owner shall be the consultants used for the Project and shall be listed by name and discipline in Paragraph 12.2. The A/E shall not substitute any consultant without the prior written consent of the Owner.

2.3.3 Key personnel shall be listed as required in Paragraph 12.3. The A/E shall not substitute any Key Personnel without the prior written consent of the Owner.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

(Paragraphs deleted)
§ 2.5. The A/E may vary periodic visits to the work, but shall average not less than one visit per week during the course of construction or as otherwise agreed by the Owner and A/E in Article 13.

§ 2.6 The A/E shall submit to the Owner, after each field visit, a written report of its and its consultants' periodic visits to the Project, its findings and the status of the Project or as otherwise agreed by the Owner and the A/E in Article 13.

§ 2.7 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the A/E about matters arising out of or relating to the Contract Documents. Communications by and with the A/E's consultants shall be through the A/E.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those services described in Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services which are set forth in Article 4 of this Agreement. For the purposes of this Agreement "usual and customary" shall be those services reasonably required to provide complete design and the construction period.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:15:23 on 07/14/2016 under Order No.2593220715_1 which expires on 06/15/2017, and is not for resale.
User Notes:

§ 3.1.5 The A/E shall provide the local Building Official a complete set of Construction Documents to review, meet with the local official, and determine if inspection services are available.

(Paragraph deleted)
§3.1.6 The A/E shall meet with the local Fire Official to review proposed fire protection systems, and provide the local Fire Official with a set of Construction Documents. The A/E shall notify the local Fire Official of the time and place the fire protection and detection system(s) are to be tested.

§3.1.7 The A/E shall provide the Owner a letter of approval of fire protection systems shop drawings from the Fire Marshal.

§3.1.8 The A/E's mechanical engineer of record shall attend the testing of the fire protection and detection system(s) and provide the Owner with the following:

(1) The installer's Certificate of Compliance with code requirements for installation and testing.
(2) The Fire Marshal's Inspection Report.
(3) The Record of Training of users for Systems Operation.

§3.1.9 The A/E shall prepare and distribute conference memoranda, meeting minutes, summaries of telephone conversations, documentation of site visits and inspection reports as required by the Owner to maintain a comprehensive record of the Project. The Owner's Project number and Name shall be shown on all documents

§ 3.1.10 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.11 For Construction Change Directives only, when the Contractor does not provide properly itemized cost information in accordance with Article 7 of the A201, the A/E shall, for the Owner's information and as an initial basis for establishing the upper limit of compensation to the Contractor, provide the itemization and shall use the labor, material and equipment unit costs as listed in the most current issue of the "Means Construction Cost Data" series of cost guides, adjusted for local cost conditions. The A/E's effort required to prepare the cost itemization shall be considered as an Additional Service only if the Directive is not a result of a design error or omission.

§ 3.1.12 When the A/E deems it necessary, it is only authorized to direct minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

§ 3.1.13 The A/E and its Consultants shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:15:23 on 07/14/2016 under Order No.2593220715_1 which expires on 06/15/2017, and is not for resale.
User Notes:

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.2.8 The A/E shall submit to the Owner a preliminary Estimate of Construction Cost based on current area, volume or other unit costs.

§ 3.2.9 The A/E shall submit to the Owner for review and approval two (2) properly completed sets of Schematic Design Documents, and the Estimate of Construction Cost in the number and form requested by the Owner.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. Design Development Documents shall incorporate the accepted resolution of all Owner comments on the Schematic Design Document submittal.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.3.4 The A/E shall submit to the Owner for review and approval two (2) sets of properly completed Design Development Documents and the Revised Estimate of Construction Cost, in the number and form requested by the Owner. The A/E shall not proceed to the Construction Documents Phase until written approval is submitted by the Owner.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:15:23 on 07/14/2016 under Order No.2593220715_1 which expires on 06/15/2017, and is not for resale.
User Notes:

Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor shall provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES – **N/A (not part of current contract).**
§ 3.5.1 GENERAL
The Architect shall assist the Owner in establishing a list of prospective contractors, if directed by the Owner. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING – **N/A (not part of current contract).**
§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- *.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;*
- *.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval of the amounts of deposits, if any, received from and returned to prospective bidders;*
- *.3 organizing and conducting a pre-bid conference for prospective bidders;*
- *.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and*
- *.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.*

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)
§ 3.6 CONSTRUCTION PHASE SERVICES – **N/A (not part of current contract).**
§ 3.6.1 GENERAL
§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the

Init.
/
AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:15:23 on 07/14/2016 under Order No.2593220715_1 which expires on 06/15/2017, and is not for resale.
User Notes:

(1734749030)

Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities not under the control of the A/E performing portions of the Work.

§ 3.6.1.3 *Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.*

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 *The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.*

§ 3.6.2.2 *The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.*

§ 3.6.2.3 *The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.*

§ 3.6.2.4 *Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.*

(Paragraph deleted)

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 *The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.*

§ 3.6.3.2 *The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.*

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:15:23 on 07/14/2016 under Order No.2593220715_1 which expires on 06/15/2017, and is not for resale.
User Notes:

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 *The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.*

§ 3.6.4.2 *In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.*

§ 3.6.4.3 *If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.*

§ 3.6.4.4 *Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.*

§ 3.6.4.5 *The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.*

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 *The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.*

§ 3.6.5.2 *The Architect shall maintain records relative to changes in the Work.*

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 *The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.*

§ 3.6.6.2 *The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.*

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:15:23 on 07/14/2016 under Order No.2593220715_1 which expires on 06/15/2017, and is not for resale.
User Notes:

(1734749030)

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. The A/E shall provide one Substantial Completion Inspection, and one Final Completion Inspection. Where projects have been designed for phased completion, the A/E shall provide a Substantial Completion Inspection and Final Completion Inspection for each phase of the Project. If additional inspections are required, payment to the A/E shall be in accordance with Paragraph 11.2 and charged to the Contractor.

§ 3.6.6.4 The A/E shall prepare, from Contractor supplied-information, and provide to the Owner a set of reproducible Record Plans showing all significant changes in the Work made during construction. Plans shall be stamped as "Record Plans". This set of reproducible documents shall be in addition to computer media plans (diskettes, tapes, etc.) that may be required in Paragraph 12.4.

§ 3.6.6.5 The A/E shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The A/E's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. Unless otherwise agreed upon by the parties, the A/E's decisions on all requests shall be rendered within fourteen (14) days of receipt by the A/E.

§ 3.6.6.6 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.7 The A/E shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the A/E's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents. The A/E's initial decisions on all claims, disputes or other matters in question, between the Owner and Contractor shall be rendered within fourteen (14) days of receipt by the A/E, unless otherwise agreed to by the Owner.

§ 3.6.6.8 ***WARRANTY INSPECTION.*** *As part of the Basic Services provided by the A/E, during the tenth (10th) month after the Date(s) of Substantial Completion, the A/E shall visit the Project to review the Work and shall prepare a report to be issued to the Owner, and at the Owner's direction, to the Contractor, indicating outstanding work to be corrected and warranty issues to be addressed by the Contractor. The A/E shall, as an Additional Service, assist the Owner in taking necessary action to see that the deficiencies are corrected.*

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project by the Owner. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming	Not provided	
§ 4.1.2	Multiple preliminary designs	Not provided	
§ 4.1.3	Measured drawings	Architect	Provided under basic services
§ 4.1.4	Existing facilities surveys	Architect	Provided under basic services
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Not provided	
§ 4.1.6	Building information modeling	Not provided	
§ 4.1.7	Civil engineering	Architect	Provided under basic services
§ 4.1.8	Landscape design	Not provided	
§ 4.1.9	Architectural Interior Design (B252™–2007)	Not provided	
§ 4.1.10	Value Analysis (B204™–2007)	Not provided	
§ 4.1.11	Detailed cost estimating	Architect	Provided under basic services
§ 4.1.12	On-site project representation	Not provided	

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:15:23 on 07/14/2016 under Order No.2593220715_1 which expires on 06/15/2017, and is not for resale.
User Notes:

§ 4.1.13	Conformed construction documents	Not provided	
§ 4.1.14	As-Designed Record drawings	Not provided	
§ 4.1.15	As-Constructed Record drawings	Not provided	
§ 4.1.16	Post occupancy evaluation	Not provided	
§ 4.1.17	Facility Support Services (B210™–2007)	Not provided	
§ 4.1.18	Tenant-related services	Not provided	
§ 4.1.19	Coordination of Owner's consultants	Not provided	
§ 4.1.20	Telecommunications/data design	Not provided	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not provided	
§ 4.1.22	Commissioning (B211™–2007)	Not provided	
§ 4.1.23	Extensive environmentally responsible design	Not provided	
§ 4.1.24	LEED® Certification (B214™–2007)	Not provided	
§ 4.1.25	Fast-track design services	Not provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Intentionally left blank

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization to provide:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid requests proposed by the Owner unless required pursuant to the Contract Documents;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing not already covered under Basic Services.

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Extensive evaluation of the qualifications of bidders;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect or the Owner.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:15:23 on 07/14/2016 under Order No.2593220715_1 which expires on 06/15/2017, and is not for resale.
User Notes:

§ 4.3.2 ***N/A (not part of current contract)***

To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need therefor. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- *.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;*
- *.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;*
- *.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;*
- *.4 Evaluating an extensive number of Claims as the Initial Decision Maker;*
- *.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or*
- *.6 Except as other provided herein, to the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.*

§ 4.3.3 ***N/A (not part of current contract)***

The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- *.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor*
- *.2 Up to Seventy (70) visits to the site by the Architect over the duration of the Project during construction*
- *.3 One (1) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents*
- *.4 One (1) inspection for any portion of the Work to determine final completion*

§ 4.3.4 If the services covered by this Agreement have not been completed within sixteen(16) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:15:23 on 07/14/2016 under Order No.2593220715_1 which expires on 06/15/2017, and is not for resale.
User Notes:

(1734749030)

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project and approved by the Owner. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:15:23 on 07/14/2016 under Order No.2593220715_1 which expires on 06/15/2017, and is not for resale.
User Notes:

(1734749030)

and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

§ 6.4 If the Bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market if necessary.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction or future modification for the Project.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:15:23 on 07/14/2016 under Order No.2593220715_1 which expires on 06/15/2017, and is not for resale.
User Notes:

(1734749030)

from such uses. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect, said agreement of the Architect not to be unreasonably withheld. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 DISPUTE RESOLUTION

§ 8.1 GENERAL

§ 8.1.1 The parties agree to attempt in good faith to resolve their disputes arising from a claim or controversy arising out of or relating to this Agreement. To the extent that the parties are unable to resolve a claim or controversy arising out of or relating to this Agreement, the parties agree that any suit, action or proceeding arising out of or relating to this Agreement shall be instituted and maintained only in state court, at the election of the Owner, located in the County in which the Owner maintains its principal place of business, in the State of South Carolina. The A/E agrees that any act by the Owner regarding this Agreement 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 this Agreement, including the Owner.

(Paragraphs deleted)

§ 8.2 CLAIMS FOR LISTED DAMAGES

§ 8.2.1 **Waiver of Claims Between A/E and Owner.** Notwithstanding any other provision of the Agreement, but subject to a duty of good faith and fair dealing, the A/E and the Owner waive Listed Damages for claims, disputes or other matters in question arising out of or relating to this Agreement. The Listed Damages are damages incurred for principal office expenses and overhead (including, but not limited to, the compensation of personnel stationed there, rent, utilities, and office equipment), for losses of financing, business and reputation, for loss of profit and for attorney's fees unless such attorney's fees are necessitated by the act(s) of the breaching party and incurred by the non-breaching party, and interest (excluding post-judgment).

(Paragraphs deleted)

§ 8.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The A/E and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the A/E in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the A/E's option, cause for suspension of performance of services under this Agreement. If the A/E elects to suspend services, prior to suspension of services, the A/E shall give written notice to the Owner. Unless payment in full or undisputed amounts are received by the A/E within twenty-one (21) days of the date of receipt by the Owner of the written notice, the suspension shall take effect without further notice. In the event of a suspension of services, the A/E shall have no liability to the Owner for delay or damage caused to the Owner because of such suspension of services. Before resuming services, following a suspension for reasons of nonpayment, the A/E shall be paid all undisputed sums due prior to suspension and any direct expenses incurred in the interruption and resumption of the A/E 's services. The A/E's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Project is suspended by the Owner for any reason for more than thirty (30) consecutive days the A/E shall be compensated for acceptable services performed prior to the notice of such suspension.

§ 9.2.1 If the Project is resumed after an interruption of more than thirty (30) but less than one hundred eighty (180) days, the A/E's time schedules shall be equitably adjusted.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:15:23 on 07/14/2016 under Order No.2593220715_1 which expires on 06/15/2017, and is not for resale.
User Notes:

§ 9.2.2 If the Project is resumed after an interruption of one hundred eighty (180) days or more, the A/E's compensation shall be equitably adjusted to provide for expenses incurred in resuming the A/E's services. The A/E's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Project is suspended or the A/E's services are suspended for more than one hundred eighty (180) consecutive days, the A/E may terminate this Agreement by giving not less than seven days' written notice to the Owner.

§ 9.3.1 This Agreement may be terminated by the Owner with not less than seven (7) day's written notice to the A/E that the Project is permanently abandoned at which time the Owner shall compensate the A/E for Work completed at the time of termination. The A/E shall not be entitled to termination damages.

§ 9.4 This Agreement may be terminated by either party upon not less than twenty one (21) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. The Notice of Termination shall give the other party a stated period of time within which to remedy its breach of contract, provided such time allowed for remedy shall be no less than thirty (30) days and no more than sixty (60) days from the receipt of the notice of termination. This notice shall specify the initiating party's reason(s) for the termination and shall state with specificity the means by which the other party may cure the asserted grievance.

§ 9.4.1 If termination is the fault of the A/E, no additional compensation shall be due to the A/E.

§ 9.5 This Agreement may be terminated by the Owner upon not less than twenty one (21) days' written notice to the A/E for the Owner's convenience and without cause.

§ 9.6 Payment for contract termination not the fault of the A/E shall be made in proportion to acceptable services performed prior to the notice of termination. In addition, the A/E shall be compensated for all Reimbursable Expenses incurred by the A/E prior to the notice of termination in accordance with Paragraph 11.3.

(Paragraphs deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of South Carolina.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run pursuant to the laws of South Carolina.

§ 10.4 The Owner and A/E, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all terms and covenants of this Agreement. Neither the Owner nor the A/E shall assign this Agreement without the written consent of the other party, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The A/E shall execute all consents reasonably required to facilitate such assignment.

§ 10.5 This Agreement represents the entire and integrated agreement between the Owner and the A/E and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall be amended only by written instrument signed by both Owner and A/E.

§ 10.6 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or A/E.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:15:23 on 07/14/2016 under Order No.2593220715_1 which expires on 06/15/2017, and is not for resale.
User Notes:

(1734749030)

§ 10.7 Unless otherwise provided in this Agreement, the A/E and A/E's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site unless such discovery, presence, handling, removal or disposal thereof is the result of an error or omission of the A/E.

§ 10.8 The A/E shall have the right to include photographic or artistic representations of the design of the Project among the A/E's promotional and professional materials. The A/E shall be given reasonable access to the completed Project to make such representations. However, the A/E's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the A/E in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the A/E in the Owner's promotional materials for the Project.

§ 10.9 If the Owner requests the A/E to execute certificates, the proposed language of such certificates shall be submitted to the A/E for review at least 14 days prior to the requested dates of execution. The A/E shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.10 Any changes to the scope of work set forth herein shall be requested on the City of Charleston "Professional Services Contract Amendment Request" form.

§ 10.11 All documents, transmittals, products and plans shall be identified with the Owner's name and the City's project name and number.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Stipulated sum of Two Hundred Thirty Two Thousand and Fifty Dollars ($232,050.00)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

Per the attached Exhibit B Hourly Rates

§ 11.3
(Paragraphs deleted)
Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus 10% (ten percent), or as otherwise stated below:

§ 11.4 Where compensation for Basic Services is based on a stipulated sum, the compensation for each phase of services shall be as follows:

As Built Drawings	$14,875.00
Schematic Design Phase	$44,625.00
Design Development Phase	$44,625.00
Construction Documents Phase	$127,925.00
Bidding or Negotiation Phase	NIC
Construction Administration Phase	NIC
Total Basic Compensation	$232,050.00

§ 11.5 The responsibility for the costs of errors and omissions in the Contract Documents, for which the A/E is responsible or has been found liable that result in Change Orders to the Construction Contract shall be determined as follows.

.1 The A/E shall correct errors and omissions in the Contract Documents without being paid additional fees and at no cost to the Owner.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:15:23 on 07/14/2016 under Order No.2593220715_1 which expires on 06/15/2017, and is not for resale.
User Notes:

.2 When a Change Order is due to an error or omission by the A/E, all costs over those costs which the Owner would have paid without the error or omission having occurred shall be paid by the A/E.

.3 Each error or omission shall constitute a separate event for the purpose of determining costs.

(Table deleted)

§ 11.6 No deductions shall be made from the A/E's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work, other than those for which the Owner has reasonable cause to determine A/E to be liable, provided that due notice to the A/E has been given pursuant to Article 3.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

Per the attached Exhibit B Hourly Billing Rate for Additional Services only.

(Table deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence not to exceed current GSA rates;

.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;

.3 Fees paid for securing approval of authorities having jurisdiction over the Project;

.4 Printing, reproductions, plots, standard form documents;

.5 Postage, handling and delivery;

.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project and/or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants; and

.9 All taxes, excluding income taxes, levied on professional services and on reimbursable expenses;

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 10% (ten percent) of the expenses incurred. Reimbursable Expenses shall not exceed ten thousand dollars ($10,000.00) without prior written approval of the Owner.

§ 11.9

(Paragraphs deleted)

PAYMENTS FOR BASIC SERVICES

§ 11.9.1 Payments for Basic Services shall be made in proportion to services performed within each phase of service as established in Subparagraph 11.4.

§ 11.9.2 Unless otherwise agreed by the parties, payments for services shall be made monthly in proportion to services performed. Payments are due and payable 30 days after receipt and approval of the Architect's invoice by the Owner.

(Paragraph deleted)

§ 11.9.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or is responsible or has been found liable for the amounts in accordance with Section 8.1 herein.

(Paragraph deleted)

§ 11.9.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:15:23 on 07/14/2016 under Order No.2593220715_1 which expires on 06/15/2017, and is not for resale.

User Notes:

(Paragraphs deleted)

ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Paragraph deleted)

§ 12.1 Contract Schedule and Time Limitations:

Attached Exhibit D

(Paragraph deleted)

§ 12.2 List of Consultants by Discipline and Name of Person or Firm:

Attached Exhibit C

(Paragraphs deleted)

§ 12.3 List the key Project Team Members assigned to this Project by name, Discipline and Name of Person or Firm.

Attached Exhibit C

§ 12.4 Additional Record Plans Requirements.

Provide record plans on computer disc in .pdf format, as well as a hard copy.

§ 12.5 GENERAL INSURANCE. 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 a carrier satisfactory to the Owner, which carrier shall be licensed to provide such coverage in the State of South Carolina, in the forms and amounts listed in Article 11 of the General Conditions, satisfactory to the Owner and names the Owner as an additional insured. The A/E shall ensure that all consultants engaged or employed by the A/E and/or a Joint-Venture Associate, if any, carry and maintain equivalent insurance naming the Owner as an additional insured on all such policies. The A/E and his consultants shall submit proof of such insurance to the Owner at the time of Contract Award and at any time when a material change in coverage, carriers, or underwriters occurs. The maintenance in full current force and effect of such coverage shall be a condition precedent to the Owner's obligation to pay any amounts due to the A/E under this Agreement and if not maintained by the A/E, its consultants and Joint-Venture Associate, if any, shall be grounds for termination for cause by the Owner. The insurance policies shall incorporate a provision requiring written notice to the Owner at least thirty (30) days prior to any cancellation, non renewal, or material modification of the policies.

§ 12.5.1 PROFESSIONAL LIABILITY INSURANCE. In addition to other insurance required by statute or Section 12.5 of this Agreement, the A/E and each Consultant and/or Joint-Venture Associate, if any shall provide professional liability Insurance, issued by an insurance carrier approved in advance by the Owner and licensed to provide such coverage in the State of South Carolina, to compensate the Owner for all negligent acts, errors and omissions by the A/E, his firm, his agents, his employees, his Consultants and Joint-Venture Associate, if any, arising out of this Agreement. The A/E and his Consultants and Joint-Venture Associates shall submit proof of such insurance, which shall provide a coverage amount not less than one million dollars ($1,000,000) per entity per claim and in the aggregate, or such other amounts as the Owner may request. Proof of Professional Liability Insurance must be submitted to the Owner in writing before a Notice to Proceed to the A/E shall be issued.

§ 12.5.2 Upon execution of this Agreement, and at every date for renewal of the policies required pursuant to Sections 12.5 and 12.5.1 herein, the A/E shall cause a Certificate of Insurance to be issued by an insurance agent licensed in the State of South Carolina and approved by the Owner. Provision of a valid Certificate of Insurance that meets the requirements of this Agreement is a condition precedent to the payment of any amounts due to the A/E by the Owner and if not maintained by the A/E, its consultants and Joint-Venture Associate, if any, shall be grounds for termination for cause by the Owner. These policies shall remain in effect for the benefit of the Owner at least through any warranty period covering the Project but in no case for less than twelve (12) months after the date of issuance of the final Certificate for Payment by the A/E. The policies shall incorporate a provision requiring written notice to the Owner at least thirty (30) days prior to any cancellation, non-renewal, or reduction in the limits of the policy.

§ 12.6 List attachments to this Agreement not previously referenced, if any.

None.

§ 12.7 DEFINITIONS

§ 12.7.1 ARCHITECT/ENGINEER OR ARCHITECT. A person or firm who performs professional services associated with the practice of architecture, professional engineering, land surveying, landscape architecture and interior design

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:15:23 on 07/14/2016 under Order No.2593220715_1 which expires on 06/15/2017, and is not for resale.

User Notes:

pertaining to construction, as defined by the SC Code of Laws, as amended, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including studies, investigations, surveys, evaluations, consultations, planning, programming, conceptual designs, plans and specifications, cost estimates, inspections, shop drawing reviews, sample recommendations, preparation of operating and maintenance manuals and other related services.

.1 Wherever the word "A/E" or "Architect" appears in this Agreement between the Owner and the A/E herein, the intent is the Architect/Engineer or other design professional with whom the Owner has a contractual agreement.

.2 The architectural, civil, structural, mechanical, electrical and other engineering portions of the Project shall be planned and designed by or under the immediate supervision of a South Carolina licensed architect(s) or engineer(s) who has or have the requisite expertise in the particular discipline involved.

§ 12.7.2 **CONSULTANT.** A person or firm contracted by or in partnership with the A/E at any tier to fulfill the terms and conditions of this Agreement.

§ 12.7.3 **CONSTRUCTION CONTRACT AWARD.** The amount of fees for services set forth in the contract between the Owner and the Contractor for this Project.

§ 12.7.4 **ESTIMATE OF CONSTRUCTION COST.** The Estimate of Construction Cost is the estimated Construction Contract Award amount for all elements of the Project designed or specified by the A/E, adjusted to reflect local conditions at the time of bidding and the anticipated period of construction.

§ 12.7.5 **CONSTRUCTION BUDGET.** The current Estimate of Construction Cost plus that portion of the Owner's total project contingency reserved for the construction of the Project.

§ 12.7.6 **OWNER.** Wherever the word "Owner" appears in the B151 or herein, the intent is the City of Charleston with whom the A/E has a contractual agreement.

§ 12.7.7 **GENERAL CONDITIONS.** The AIA document A201-2007 "General Conditions of the Construction Contract" and the "Standard Supplemental Conditions" as published by the City of Charleston for use on specific projects.

§ 12.8 **CERTIFICATION**

The undersigned certifies that the A/E listed below shall provide a "Drug-Free Workplace" as that term is defined in § 44-107-30 of the SC Code of Laws by complying with the requirements set forth in Title 44, chapter 107; and the A/E agrees to this **Article 12, Other Conditions or Services**, as published by the Owner. Any exceptions or changes approved by the Owner shall be fully delineated in an Article 13 and attached hereto.
This Agreement is entered into as of the day and year first written above.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

.2

(Paragraphs deleted)

Other documents:

Exhibit A: Architect's proposal letter and Basis of Proposal dated June 9, 2016.
Exhibit B: Fee Explanations.
Exhibit C: Project Team Directory.
Exhibit D: Project Estimated Timeline.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:15:23 on 07/14/2016 under Order No.2593220715_1 which expires on 06/15/2017, and is not for resale.
User Notes:

This Agreement entered into as of the day and year first written above.

OWNER	ARCHITECT
(Signature)	*(Signature)*
City of Charleston John J. Tecklenburg, Mayor	Joseph D. Schmidt, AIA
(Printed name and title)	*(Printed name and title)*

PROJECT: CP1532: Retrofit of Cannon Street Fire Station (No. 6).

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:15:23 on 07/14/2016 under Order No.2593220715_1 which expires on 06/15/2017, and is not for resale.
User Notes:

(1734749030)

EXHIBIT A

EVANS & SCHMIDT ARCHITECTS LLC

284 MEETING STREET, CHARLESTON, S.C. 29401 (843) 723-5495

June 9, 2016

Mr. Bill Turner
Project Manager, Capital Projects Division
823 Meeting Street, Charleston, SC 29403

Re: Cannon Street Fire Station #6
5 Cannon Street, Charleston, SC

Dear Bill,

We thank you and your Selection Committee for the opportunity to serve as the Architect of Record for the renovation of the historic Fire House at 5 Cannon Street.

The scope of work as we understand it is to provide a total renovation of the existing two story building, bringing it up to current codes as much as possible, relying on existing building exemptions when it is impractical to fully meet the IBC 2012 requirements. Improvements shall include the inclusions of a LULA elevator, incorporating ADA accommodations, providing seismic improvements including building foundation remediation based on subsurface information provided by the City, and a complete fire sprinkler system. It is our intention that all proposed work shall be in keeping with the Department of Interior Standards and shall be vetted through the City BAR process, where we will represent you. We will be providing cost estimating updates at the end of the DD and CD phases as part of our services. The project shall also include all new Mechanical, Electrical, and Plumbing designs including coordination as required with your IT and any other specialty contractors that you may have. Our Design team will be comprised of ADC for Structural Engineering, Charleston Engineering for MEP & Fire Protection, and Aiken Cost Consulting for Estimating.

We propose to accomplish this scope of work through Construction Documents for a sum of $232,050, to be broken down in Phases as follows:

As-Builts	$14,875.00
Schematics	$44,625.00
Design Development	$44,625.00
Construction Documents	$127,925.00

At the completion of the Construction Document Phase we will forward a request for an amendment to Add the following two Phases at the rates shown below:

Bid	$5,950.00
Construction Observation	$59,500.00

We look forward to working with you on this important City project. Please let us know if you have any questions or need any further clarifications. If acceptable, please acknowledge and we will begin reviewing and providing information required for the City's modified AIA B101Contract so that we formalize this agreement and begin the process.

Respectfully submitted,

Joseph D. Schmidt, AIA

Accepted by: _____ Date: _____

EXHIBIT A

Cannon Street Renovation: Basis of Proposal

When calculating these fees, it is our understanding that the existing Fire Station will be considered the base project for which the total basic services below will be fulfilled.

The following represents delineated Architectural / Engineering fees for the work between Basic Services and Additional Services, generally described below:

1.1 Basic Services

Basic Services are based upon the phases of work defined in Article 3 of the AIA B101-2007 Owner/Architect Agreement. In summary, this includes Architectural, Civil Engineering, Structural Engineering, Mechanical, Electrical, Plumbing, and Fire Protection Engineering as well as Cost Estimating.

CONTRACT PHASE ONE

• As-Builts	5%	$14,875
• Schematic Design:	15%	$44,625
• Design Development:	15%	$44,625
• Construction Documents:	43%	$127,925
• Reimbursables		$10,000
TOTAL - Phase One		$242,050

CONTRACT PHASE TWO

• Bidding & Negotiations:	2%	$5,950
• Contract Administration:	20%	$59,500
• Reimbursables		$5,000
TOTAL - Phase Two		$70,450

Basic Services Fee PHASE ONE:	78%	$242,050
Basic Services Fee PHASE TWO:	22%	$70,450
TOTAL Anticipated Fee:	100%	$312,500

2.1 Additional Services

Additional Services are those listed below:

- **Interiors / FF&E Services**
- **Acoustical Engineering**
- **On-site Landscape Architecture**
- **Specialty Equipment Design Services**

Cannon Street Renovation: Services Not Included

The services below and any others not mentioned herein are to be provided by the City.

- Initial Geotechnical Data
- Soil Engineering Consultant
- Special Inspections
- Hazardous Material Testing / Survey
- Hazardous Material Remediation Supervision
- Leed (etc) Application / Supervision
- IT, Communications & Security Services

EXHIBIT B

Cannon Street Renovation: Fee Explanations

Evans & Schmidt Architects provides additional architectural and planning services on a time and materials basis as follows:

1) For services provided by Evans & Schmidt staff, the compensation shall be at the following hourly rates:

   a. Architect Project Manager $200
   b. Architect $150
   c. Administrative / Clerical $75

2) Additional Services required and agreed to in advance by the owner for Consultants shall be billed at 1.25 times the amount billed to the Architect. This includes consulting work by the Civil, Structural, Mechanical, Electrical, Plumbing, and Surveying Consultants.

3) Miscellaneous Reimbursables such as Fed Ex, Long Distance Phone Costs and bulk reproduction costs shall be billed at 110% of the cost to Architect. In house copying rates are as follows:

Black & White	Color
11 x 17 – $1.15	8 ½ x 11 - $0.95
24 x 36 - $2.30	11 x 17 - $3.60
	24 x 36 - $7.50

EXHIBIT C

Cannon Street Renovation: Directory

Project Owner:

The City of Charleston
Department of Parks, Capital Projects Division
Bill Turner (Project Manager)
823 Meeting Street
Charleston, SC 29403
(843) 720-3910
turnerb@charleston-sc.gov

Architect:

Evans & Schmidt Architects, LLC
(Point of Contact) Joe Schmidt (Architect of Record)
284 Meeting Street
Charleston, SC 29401
(843) 723-5495
evansandschmidt@gmail.com

Civil Engineer:

Forsberg Engineering & Surveying, Inc.
(Point of Contact) Danny Forsberg
1587 Savannah Highway, Suite #B
Charleston, SC 29407
(843) 571-2622
danny@forsberg-engineering.com

Structural Engineer:

ADC Engineering
(Point of Contact) Mark Dillon
1226 Yeamans Hall Road
Hanahan, SC 29410
(843) 566-0161
markd@adcengineering.com

Mechanical, Electrical, Plumbing, & Fire Protection:

Charleston Engineering
(Point of Contact) Johnny Deden
125 Wappoo Creek Drive, Suite #B
Charleston, SC 29412
(843) 762-4242
johnny@charlestonengineering.com

Cost Consultant:

Aiken Cost Consulting, Inc.
(Point of Contact) Brad Aiken
1010 E. North Street, Suite #C2
Greenville, SC 29601
(864) 232-9342
brad@aikencost.com

EXHIBIT D

Cannon Street Renovation: Estimated Timeline

Architectural Design Period:

Task	Elapsed Months
As-Builts	1
Schematic Design	1
Design Development	2
Contract Documents	4
Bids & Negotiations	1
Contract Administration	16
Completion (Substantial Completion & Final Inspections)	1

Total Estimated Timeline for Project 26 months

CPR COMMITTEE and/or COUNCIL AGENDA

12.)

TO: John J. Tecklenburg, Mayor

FROM: Beth Brownlee / Matt Frohlich **DEPT.** Parks – Capital Projects

SUBJECT: CAROLINA BAY FIRE STATION (FS14) CONSTRUCTION CONTRACT

REQUEST: Approval of a Construction Contract with KMD Construction, LLC in the amount of $3,381,009.00 for the construction of a new fire station in West Ashley in the Carolina Bay neighborhood. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than $40,000, to the extent contingency funds exist in the Council Approved budget.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** August 16, 2016

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	☐	☐	Frances P. Cantwell	☐
Capital Projects Director	☐	☐	John V. Tippett	☐
MBE Manager	☐	☐		☐

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

If yes, provide the following: Dept/Div **Parks-Capital Projects** Acct # **051393-58240**

Balance in Account **$3,381,009.00** Amount needed for this item **$3,381,009.00**

Project Number **CP1320**

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: **Approval of this action will institute a $4,372,059.00 project budget, of which the $3,381,009.00 construction contract will be funded. The funding sources for this project are: 2015 Installment Purchase Revenue Bond ($3,500,000.00), 2015 General Fund Reserves ($269,000.00), 2014 General Obligation Bond ($400,000.00) and 2013 Budget Amendment ($203,059.00).**

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.

CAROLINA BAY FIRE STATION
(051393)

CP1320		Draft Project Budget	Expenses to DATE	Encumbrances	Remaining Budget	NOTES
DESIGN / ENGINEERING						
Division/Object						
051182-53015	Land Aquisition	$0.00	$0.00	$0.00	$0.00	
	TOTAL DEVELOPMENT COSTS	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
051393-58238	Primary Design Services	$ 263,000.00	$ 194,829.55	$ -	$ 68,170.45	ADW Architects - P123436 (Charged to structural repairs) $11,974.40
051393-58238	Add Alt - Green Bldg Services	$ 10,000.00	$ -	$ -	$ 10,000.00	
051393-58238	Add Alt - Commissioning	$ 25,000.00	$ -	$ -	$ 25,000.00	
051393-58238	Surveying	$ 3,100.00	$ 3,100.00	$ -	$ -	M.A. Engineering Consulting - P134171
051393-58238	Geotechnical Report	$ 7,000.00	$ 7,000.00	$ -	$ -	S&ME - P134327
051393-58238	Cost Estimating Consulting	$ 6,745.00	$ 6,745.00	$ -	$ -	R.M. Rutherford & Associates-P136993
051393-58238	Special Inspections	$ 38,713.96	$ -	$ -	$ 38,713.96	Soil Consultants
051393-58236	Advertising	$ 428.77	$ 428.77	$ -	$ -	Pcard & Chronicle-P119962 & 139675
051393-58016	Printing expenses	$ 2,000.00	$ 1,744.93	$ -	$ 255.07	Pcard & A&E - P137789
051393-52020	Site Signage	$ 631.93	$ 631.93	$ -	$ -	Brooks Signs-P139590
051393-52000	Office Supplies	$ 235.00	$ 235.12	$ -	$ (0.12)	
	TOTAL D/E COSTS	**$ 356,854.66**	**$ 214,715.30**	**$ -**	**$ 356,854.66**	
CONSTRUCTION						
051393-58240	Construction Contract	$ 3,381,009.00	$ -	$ -	$ 3,381,009.00	KMD Constractors, LLC
051393-52940	Radio coverage booster	$ 16,500.00	$ -	$ -	$ 16,500.00	
051393-52100	Tap / Connection Fees	$ 20,000.00	$ -	$ -	$ 20,000.00	
051393-58240	IT Voice/Data Wiring/Equip	$ 20,000.00	$ -	$ -	$ 20,000.00	
051393-58005	FFE-CFD/CPD Furniture	$ 102,000.00	$ -	$ -	$ 102,000.00	
051393-58005	FFE-Non-fixed Operational Storage	$ 5,000.00	$ -	$ -	$ 5,000.00	
051393-58005	FFE-Cascade Air System	$ 20,000.00	$ -	$ -	$ 20,000.00	
	TOTAL CONSTRUCTION COSTS	**$ 3,564,509.00**	**$ -**	**$ -**	**$ 3,564,509.00**	
051393-52940	Contingency	$ 450,695.34	$ -	$ -	$ 450,695.34	
	TOTAL PROJECT COSTS	**$ 4,372,059.00**	**$ 214,715.30**	**$ -**	**$ 3,921,363.66**	

FUNDING SOURCES

YEAR	SOURCE	BUDGET	REVENUES TO DATE	
2014	GO Bond	$ 400,000.00	$ 4,364.69	
2015	Installment Purchase Revenue Bond	$ 3,500,000.00	$ -	
2015	General Fund Reserves	$ 269,000.00		
2013	Budget Amendment	$ 203,059.00	$ 203,059.00	From 3.5 mill tax increase
	TOTAL FUNDING	**$ 4,372,059.00**	**$ 207,423.69**	

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year .
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Charleston
Department of Parks
Capital Projects Division
823 Meeting Street
Charleston, SC 29403
Telephone Number: 843-724-7324
Fax Number: 843-724-7300

and the Contractor:
(Name, legal status, address and other information)

KMD Construction, LLC
1001 Old West Innes St
Salisbury, NC 28144
Telephone Number: 704-636-6560

for the following Project:
(Name, location and detailed description)

CP1320 Fire Station 14 at Carolina Bay

Construction of new fire station and related site work, including a parking lot, site lighting, landscaping, irrigation, etc. in the Carolina Bay neighborhood.

The Architect:
(Name, legal status, address and other information)

ADW Architects
101 W. Worthington Ave, suite 270
Charlotte, NC 28203

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/
AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:52:37 on 06/29/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes: (1312379749)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 TERMINATION OR SUSPENSION

7 MISCELLANEOUS PROVISIONS

8 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

(Paragraphs deleted)
The commencement date will be fixed in a Notice to Proceed.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 *The Contractor shall achieve Substantial Completion of the entire Work not later than Three Hundred Ninety Five (395) calendar days from the date of commencement,*
(Paragraphs deleted)
subject to adjustments of this Contract Time as provided in the Contract Documents.
Subject o (Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Failure to achieve Substantial Completion on time shall result in the assessment of liquidated damages in the amount of Five Hundred Dollars ($500.00) per day.

Init.
/

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:52:37 on 06/29/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes: (1312379749)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Million Three Hundred Eighty-One Thousand and Nine Dollars ($ 3,381,009.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 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:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternates #1 and #3

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)
See attached EXHIBIT A – BID FORM

§ 4.3.1 Such unit prices are considered complete and include: (i) all materials, equipment, labor, delivery, installation, overhead and profit; and (ii) any other costs or expense in connection with, or incidental to, the performance of that portion of the Work to which such unit prices apply.

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Project Contingency Allowance	$ 90,000.00

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. A ten (10%) retainage shall be withheld from all Applications for Payment.

(Paragraphs deleted)
§ 5.2.2 Final payment shall be made within 30 days from the date the Architect receives the final undisputed Application for Payment, including all supporting documentation from the Contractor. All conditions stipulated in the General Conditions of the Contract for Construction, as amended, shall be met before final payment is made.

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1
(Paragraphs deleted)
The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007 General Conditions of the Contract for Construction, as amended.

§ 6.2
(Paragraphs deleted)
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007 General Conditions of the Contract for Construction, as amended.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:52:37 on 06/29/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:
(1312379749)

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below.
(Insert rate of interest agreed upon, if any.)

(0.0) per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 The Owner's representative:
(Name, address and other information)

Elizabeth B. Brownlee, RLA
City of Charleston
Department of Parks
Capital Projects Division
823 Meeting Street, 2nd Floor
Charleston, SC 29403
Telephone Number: 843-577-2173

§ 7.4 The Contractor's representative:
(Name, address and other information)
Mr. Kyle M. Davis
KMD Construction, LLC
1001 Old West Innes St
Salisbury, NC 28144
Telephone Number: 704-636-6560

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days written notice to the other party.

§ 7.6 Other provisions:
§ 7.6 .1 Contractor shall not incur any expense chargeable to the Owner on or about the Work of this Agreement until the Notice to Proceed is issued.

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement are enumerated in the sections below.

§ 8.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor, as amended.

§ 8.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, as amended.

§ 8.1.3 The Supplementary and other Conditions of the Contract:
Refer to A201-2007

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:52:37 on 06/29/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

(1312379749)

§ **8.1.4** The Specifications are those contained in the Project Manual dated February 25, 2016 as in Section 8.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Refer to EXHIBIT B – Project Manual Table of Contents, Specifications Group

§ **8.1.5** The Drawings are as follows, and are dated February 25, 2016 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Refer to EXHIBIT B – Project Manual Table of Contents, List of Drawings

§ **8.1.6** The Addenda, if any:

Number	Date	Pages
1	03/30/16	15
2	04/06/16	48

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ **8.1.7** Other documents, if any, forming part of the Contract Documents are as follows:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

- Project Manual and Specifications dated February 25, 2016
- Construction Bid Documents dated February 25, 2016
- Bid Form, including MWBE Compliance Provisions and Affidavits, submitted by KMD Construction, LLC dated April 14, 2016.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
John J. Tecklenburg, Mayor	Mr. Kyle M. Davis, Owner
(Printed name and title)	*(Printed name and title)*

Project Name: CP1320 Fire Station 14 at Carolina Bay
(Paragraphs deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:52:37 on 06/29/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes: (1312379749)

Additions and Deletions Report for
AIA® Document A101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:52:37 on 06/29/2016.

PAGE 1

AGREEMENT made as of the day of in the year
(In words, indicate day, month and ~~year.)~~year)

...

City of Charleston
Department of Parks
Capital Projects Division
823 Meeting Street
Charleston, SC 29403
Telephone Number: 843-724-7324
Fax Number: 843-724-7300

...

KMD Construction, LLC
1001 Old West Innes St
Salisbury, NC 28144
Telephone Number: 704-636-6560

...

CP1320 Fire Station 14 at Carolina Bay

Construction of new fire station and related site work, including a parking lot, site lighting, landscaping, irrigation, etc. in the Carolina Bay neighborhood.

...

ADW Architects
101 W. Worthington Ave, suite 270
Charlotte, NC 28203

PAGE 2

Additions and Deletions Report for AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:52:37 on 06/29/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes: (1312379749)

6 ~~DISPUTE RESOLUTION~~

~~7 TERMINATION OR SUSPENSION~~

~~8~~ 7 MISCELLANEOUS PROVISIONS

~~9~~ 8 ENUMERATION OF CONTRACT DOCUMENTS
~~10 INSURANCE AND BONDS~~

...

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article ~~9.~~8.

...

~~If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:~~

The commencement date will be fixed in a Notice to Proceed.

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ~~(___)~~ Three Hundred Ninety Five (395) calendar days from the date of commencement, ~~or as follows:~~
~~*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*~~

~~**Portion of Work** **Substantial Completion Date**~~

~~,~~*subject to adjustments of this Contract Time as provided in the Contract Documents.*
Subject o *(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

Failure to achieve Substantial Completion on time shall result in the assessment of liquidated damages in the amount of Five Hundred Dollars ($500.00) per day.

PAGE 3

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~($\_\_\_),~~ Three Million Three Hundred Eighty-One Thousand and Nine Dollars ($ 3,381,009.00), subject to additions and deductions as provided in the Contract Documents.

...

Alternates #1 and #3

Additions and Deletions Report for AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:52:37 on 06/29/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes: (1312379749)

...

~~Item~~ ~~Units and Limitations~~ ~~Price Per Unit ($0.00)~~

See attached EXHIBIT A – BID FORM

§ 4.3.1 Such unit prices are considered complete and include: (i) all materials, equipment, labor, delivery, installation, overhead and profit; and (ii) any other costs or expense in connection with, or incidental to, the performance of that portion of the Work to which such unit prices apply.

...

Project Contingency Allowance $ 90,000.00

...

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. A ten (10%) retainage shall be withheld from all Applications for Payment.

~~§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:~~

~~§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the ___ day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the ___ day of the ___ month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ___ (___) days after the Architect receives the Application for Payment.~~
~~*(Federal, state or local laws may require payment within a certain period of time.)*~~

~~§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.~~

~~§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.~~

~~§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

~~.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ___ percent (___ %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;~~

~~.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ___ percent (___ %);~~

~~.3 Subtract the aggregate of previous payments made by the Owner; and~~

~~.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.~~

Additions and Deletions Report for AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:52:37 on 06/29/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes: (1312379749)

~~§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:~~

~~.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and~~
~~*(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*~~

~~.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.~~

~~§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:~~
~~*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*~~

~~§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.~~

~~§ 5.2 FINAL PAYMENT~~
~~§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when~~

~~.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and~~

~~.2 a final Certificate for Payment has been issued by the Architect.~~

~~§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:~~

Final payment shall be made within 30 days from the date the Architect receives the final undisputed Application for Payment, including all supporting documentation from the Contractor. All conditions stipulated in the General Conditions of the Contract for Construction, as amended, shall be met before final payment is made.

~~ARTICLE 6 DISPUTE RESOLUTION~~
ARTICLE 6 TERMINATION OR SUSPENSION
§ 6.1 ~~INITIAL DECISION MAKER~~
~~The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.~~
~~*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*~~

The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007 General Conditions of the Contract for Construction, as amended.

§ 6.2 ~~BINDING DISPUTE RESOLUTION~~
~~For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:~~
~~*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*~~

Additions and Deletions Report for AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:52:37 on 06/29/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes: (1312379749)

~~[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007~~

~~[ ] Litigation in a court of competent jurisdiction~~

~~[ ] Other *(Specify)*~~

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007 General Conditions of the Contract for Construction, as amended.

~~**ARTICLE 7 TERMINATION OR SUSPENSION**~~
ARTICLE 7 MISCELLANEOUS PROVISIONS
§ 7.1 ~~The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.~~Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 ~~The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below.
(Insert rate of interest agreed upon, if any.)

(0.0) per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

~~**ARTICLE 8 MISCELLANEOUS PROVISIONS**~~
§ 7.3 The Owner's representative:
(Name, address and other information)

Elizabeth B. Brownlee, RLA
City of Charleston
Department of Parks
Capital Projects Division
823 Meeting Street, 2nd Floor
Charleston, SC 29403
Telephone Number: 843-577-2173

§ 7.4 The Contractor's representative:
(Name, address and other information)
Mr. Kyle M. Davis
KMD Construction, LLC
1001 Old West Innes St
Salisbury, NC 28144
Telephone Number: 704-636-6560

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days written notice to the other party.

§ 7.6 Other provisions:
§ 7.6 .1 Contractor shall not incur any expense chargeable to the Owner on or about the Work of this Agreement until the Notice to Proceed is issued.

Additions and Deletions Report for AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:52:37 on 06/29/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes: (1312379749)

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 ~~Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.~~The Contract Documents, except for Modifications issued after execution of this Agreement are enumerated in the sections below.

§ 8.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor, as amended.

§ 8.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, as amended.

§ 8.1.3 The Supplementary and other Conditions of the Contract:
Refer to A201-2007

§ 8.1.4 The Specifications are those contained in the Project Manual dated February 25, 2016 as in Section 8.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Refer to EXHIBIT B – Project Manual Table of Contents, Specifications Group

§ 8.1.5 The Drawings are as follows, and are dated February 25, 2016 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Refer to EXHIBIT B – Project Manual Table of Contents, List of Drawings

§ 8.1.6 The Addenda, if any:

Number	Date	Pages
1	03/30/16	15
2	04/06/16	48

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

- Project Manual and Specifications dated February 25, 2016
- Construction Bid Documents dated February 25, 2016
- Bid Form, including MWBE Compliance Provisions and Affidavits, submitted by KMD Construction, LLC dated April 14, 2016.

Additions and Deletions Report for AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:52:37 on 06/29/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes: (1312379749)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
John J. Tecklenburg, Mayor	Mr. Kyle M. Davis, Owner
(Printed name and title)	*(Printed name and title)*

Project Name: CP1320 Fire Station 14 at Carolina Bay~~§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~
~~*(Insert rate of interest agreed upon, if any.)*~~

~~%~~

~~§ 8.3 The Owner's representative:~~
~~*(Name, address and other information)*~~

~~§ 8.4 The Contractor's representative:~~
~~*(Name, address and other information)*~~

~~§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.~~

~~§ 8.6 Other provisions:~~

~~ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS~~
~~§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.~~

~~§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.~~

~~§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.~~

Additions and Deletions Report for AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:52:37 on 06/29/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes: (1312379749)

~~§ 9.1.3 The Supplementary and other Conditions of the Contract:~~

~~Document~~	~~Title~~	~~Date~~	~~Pages~~

~~§ 9.1.4 The Specifications:~~
~~*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*~~

~~Section~~	~~Title~~	~~Date~~	~~Pages~~

~~§ 9.1.5 The Drawings:~~
~~*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*~~

~~Number~~	~~Title~~	~~Date~~

~~§ 9.1.6 The Addenda, if any:~~

~~Number~~	~~Date~~	~~Pages~~

~~Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.~~

~~§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:~~

~~.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:~~

~~.2 Other documents, if any, listed below:~~
~~*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*~~

~~**ARTICLE 10 INSURANCE AND BONDS**~~
~~The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.~~
~~*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)*~~

~~Type of insurance or bond~~	~~Limit of liability or bond amount ($0.00)~~

Additions and Deletions Report for AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:52:37 on 06/29/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes: (1312379749)

~~This Agreement entered into as of the day and year first written above.~~

~~**OWNER** *(Signature)*~~	~~**CONTRACTOR** *(Signature)*~~
~~*(Printed name and title)*~~	~~*(Printed name and title)*~~

Additions and Deletions Report for AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:52:37 on 06/29/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes: (1312379749)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mayor, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:52:37 on 06/29/2016 under Order No. 0511649396_2 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

AIA Document D401™ – 2003. Copyright © 1992 and 2003 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:52:37 on 06/29/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes: (1312379749)

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
CP1320C1 Fire Station 14 at Carolina Bay
3005 Memorial Drive
Charleston, South Carolina 29414

THE OWNER:
(Name, legal status and address)
City of Charleston
Department of Parks
Capital Projects Division
823 Meeting Street, 2nd Floor
Charleston, SC 29403

THE ARCHITECT:
(Name, legal status and address)
ADW Architects
101 W. Worthington Ave, suite 270
Charlotte, NC 28203

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONSTRUCTION

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13
(Paragraphs deleted)
MISCELLANEOUS PROVISIONS

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:
(1364415846)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. The Contract Documents also include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid proposal or portions of Addenda relating to bidding requirements (the "Bid Documents"). In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Change Order, and Construction Change Directive, with later date having priority.
Second Priority:	Agreement.
Third Priority:	Addenda with later date having greater priority.
Fourth Priority:	Modifications to General Conditions.
Fifth Priority:	General Conditions.
Sixth Priority:	Drawings and Specifications.
Seventh Priority:	Bid Documents

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, except as set forth in Paragraph 5.4, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.4 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.5 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.6 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.1.7 OWNER

For purposes of the Contract, the term Owner shall be the City of Charleston, whether or not the City of Charleston owns the site or the building.

§ 1.1.8 NOTICE TO PROCEED

A document issued by the Owner to the Contractor (with a copy to Architect) fixing the date on which the contract time will commence for the Contractor to begin the prosecution of the Work in accordance with the requirements of the Contract Documents.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

(1364415846)

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall:

1.2.1.1 provide the better quality or greater quantity of Work; or,

1.2.1.2 comply with the more stringent requirement; either or both in accordance with the Architect's interpretation.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 All Work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others. Should the Drawings or the Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of Work unless otherwise directed by written addendum to the Contract.

§ 1.2.5 The Contractor and all subcontractors shall refer to all the Drawings, including those showing primarily the Work of the mechanical, electrical and other specialized trades, and to all of the Sections of the Specifications, and shall perform all Work reasonably inferable therefrom as being necessary to produce the indicated results.

§ 1.2.6 All indications or notations which apply to one or a number of similar situations, matters or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

§ 1.2.7 Where codes, standards, requirements, and publications of public and private bodies are referred to in the Specifications, references shall be understood to be to the latest revision prior to the date of receiving bids, except where otherwise indicated.

§ 1.2.8 Where no explicit quality or standards for materials or workmanship are established for Work, such Work is to be of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the project generally.

§ 1.2.9 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions, unless otherwise indicated in the Contract Documents.

§ 1.2.10 Mechanical and Electrical Drawings are diagrammatic only, and are not intended to show the exact physical locations or configurations of Work. Such Work shall be installed to clear all obstructions, permit proper clearances for the Work of other trades, and present an orderly appearance where exposed.

§ 1.2.11 Where the Work is to fit with existing conditions or work to be performed by others, the Contractor shall fully and completely join the Work with such conditions or Work, unless otherwise specified.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

§ 1.4 INTERPRETATION

In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 EXECUTION OF CONTRACT DOCUMENTS

§ 1.5.1 The Architect will assist the Owner and Contractor with the execution of the Contract. The Architect will identify and assist in the correction of any incomplete, missing or unsigned documents upon request of the Owner.

§ 1.5.2 The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that is has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during Work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the Owner.

§ 1.5.3 The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Owner. Nor does the Owner assume responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of its officers or agents before the execution of this Contract, unless that understanding or representation is expressly stated in this Contract.

§ 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated, the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights. The Owner shall retain all common law, statutory and other reserved rights, in addition to the limited use copyright, in accordance with the contract between the Owner and the Architect for this Project.

§ 1.7 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.2 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. Neither the Owner nor the Architect shall be required to conduct investigations or to furnish the Contractor with any information concerning subsurface characteristics or other conditions of the areas where the Work is to be performed beyond that which is provided in the Contract Documents. The Contractor shall not be entitled to rely on the accuracy of any information or services provided pursuant to this Subparagraph, unless required by the Contract Documents.

§ 2.2.3 The Contractor will be furnished, free of charge, three (3) sets of the Drawings and the Project Manual.

(Paragraphs deleted)

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

§ 2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.2 If, after achieving Substantial Completion, the Contractor then defaults, or neglects to complete or fails to provide resources adequate to complete the Project within the adjusted Contract Time for Final Completion as defined in Subparagraph 8.2.5, the Owner may carry out the work after giving the Contractor a single seven-day written notice of the Contractor's default or neglect. In such case, an appropriate Change order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor or its Surety shall pay the difference to the Owner.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

(1364415846)

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed in the State of South Carolina. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Section 4.3. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

(1364415846)

responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

> **§ 3.4.1.1** The Contractor shall not allow the use of asbestos containing products, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work, even if the products are nonfriable and/or contain minimal amounts of asbestos, and even though such products may still be legally installed.
>
> **§ 3.4.1.2** The Contractor shall not allow the use of lead materials in public water applications. Lead free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead free solder and flux are defined as containing less than 0.2% lead, while valves, pipes and appurtenances must contain less than 8.0% lead.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse of others (excluding Contractor's subcontractors or subsubcontractors, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 The Contractor shall be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Architect may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of the Architect, would lead to a reasonable certainty that any material used, or proposed to be used in the Work meets the requirements of the Contract Documents. All such data shall be furnished at the Contractor's expense. This provision shall not require the Contract to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed at the Contractor's expense.

§ 3.5.3 In all cases in which a manufacturer's name, trade name, or its proprietary designation is used in connection with materials or articles to be furnished under this Contract, whether or not the phrase "or equal" is used after such name, the Contractor shall furnish the product of the named manufacturer(s) without substitution, unless a written

Init.

/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

request for a substitute has been submitted by the Contractor and approved in writing by the Architect as provided in Subparagraph 3.5.4.

§ **3.5.4** If the Contractor proposes to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the Contractor shall inform the Architect in writing of the nature of such deviations at the time the material is submitted for approval, and shall request written approval of the deviation from the requirements of the Contract Documents.

§ **3.5.5** In requesting approval of deviations or substitutions, the Contract shall provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality of result at least equal to that otherwise attainable. If, in the opinion of the Architect, the evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty, the Architect may reject such substitution or deviation without further investigation.

§ **3.5.6** The Contract Documents are intended to produce a Project of consistent character and quality of design. All components of the Project including visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance of the Project. The Architect will judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits. The Architect will not approve as equal to materials specified, proposed substitutes which, in the Architect's opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the Project. In order to permit coordinated design of color and finishes the Contractor shall, if required by the Architect, furnish the substituted material in any color, finish, texture, or pattern which would have been available from the manufacturer originally specified, at no additional cost to the Owner.

§ **3.5.7** Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Owner or the Architect, unless such substitution was made at the written request or direction of the Owner or the Architect.

§ **3.5.8** The warranty provided in this Paragraph 3.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

§ **3.5.9** The Contractor shall procure and deliver to the Architect, no later than the date claimed by the Contractor as the date of Substantial Completion, all special warranties required by the Contract Documents. Delivery by the Contractor shall constitute the Contractor's guarantee to the Owner that the warranty will be performed in accordance with its terms and conditions.

§ 3.6 TAXES

§ **3.6.1** The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ **3.6.2** The Contractor shall comply with all State and Federal law with respect to withholding taxes for nonresidents, employees, contractors and subcontractors.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ **3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the business license, building permit, as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ **3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ **3.7.3** It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

(1364415846)

that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

§ **3.7.4** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

(Paragraph deleted)

§ 3.8 ALLOWANCES

§ **3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ **3.8.2** Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ **3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ **3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ **3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within fourteen (14) days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the fourteen (14) day period shall constitute notice of no reasonable objection.

§ **3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ **3.10.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
This Schedule shall:

3.10.1.1 indicate the dates for the start and completion of the various elements of the Work, and shall be affirmed or revised monthly as required by conditions of the Work and upon execution of a Change Order that affects time.

3.10.1.2 provide a graphic representation of activities and events that will occur during performance of the Work in sufficient detail, and as acceptable to the Owner, to show the sequencing of the various trades for each floor level, wing, or work area;

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

(1364415846)

3.10.1.3 identify each phase of construction and occupancy; and

3.10.1.4 set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates").

§ 3.10.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

§ 3.10.3 The Contractor shall perform the Work in accordance with the most recent schedules submitted to and approved by the Owner.

3.10.3.1 If the Contractor submits a schedule or schedule progress report indicating an intention to achieve Substantial or Final Completion of the Work or any portion thereof, prior to any completion date required by the Contract Documents or to the expiration of the Contract Time, no liability to the Owner for any failure of the Contractor to do so complete the Work shall be created or implied. The Contractor shall not be entitled to an adjustment in the Contract Sum or the Contract Time for failure to achieve such early completion dates.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.5.1 Sprinkler shop drawings shall be prepared by a licensed sprinkler Contractor. The sprinkler shop drawings shall be reviewed and approved by the Architect's engineer of record before submittal to the City of Charleston Fire Marshal or other authorities having jurisdiction.

3.12.5.2 The Contractor shall submit a copy of the City of Charleston Fire Marshal's approval letter to the Archtiect.

Init.
/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

(1364415846)

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 When professional certification of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

§ 3.13 USE OF SITE

The right of possession of the Project site and the improvements made thereon by the Contractor shall remain at all times with the Owner. The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents. The Contractor shall confine operations at the Project site, including the Contractor's apparatus, the storage of materials, and the operations of the Contractor's workmen to limits indicated by law, ordinances, the Contract Documents, and permits and/or directions of the Architect and shall not unreasonably encumber the Project site with the Contractor's materials. The Owner shall not be liable to the Contractor, the subcontractors, their employees, or anyone else with respect to the conditions of the Project site, except only for a condition caused directly and solely by the negligence of the Owner.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

(1364415846)

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 The Contractor shall indemnify, hold harmless and defend the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, demands, damages, losses and expenses, including reasonable attorney's fees, arising out of the performance of the Work, to include but not be limited to claims for bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.18.3 The obligations of the Contractor under this Paragraph 3.18 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The term "Architect," "Architect/Engineer," or "A/E" is the entity named as such in the "Invitation For Construction Bids".

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. Notwithstanding these responsibilities, no act or omission by the Architect shall be considered a waiver of any of the Owner's rights or interests. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

(1364415846)

§ **4.2.2** The Architect, as a representative of the Owner, will visit the site as necessary to fulfill its obligations to the Owner for inspection services, and, at a minimum, to assure conformance with the Architect's design as shown in the Contract Documents and to observe the progress and quality of the various components of the Contractor's Work. The Architect will (1) keep the Owner informed about the progress and quality of Work completed, (2) endeavor to guard the Owner against defects and deficiencies in the Work, and (3) determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ **4.2.3** The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ **4.2.4** Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ **4.2.5** Based on the Architect's evaluations of the Work completed and correlated with the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ **4.2.6** The Architect will have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ **4.2.7** The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ **4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4.

§ **4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner, for the Owner's review and records, written warranties

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:
(1364415846)

and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

§ **4.2.10** If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ **4.2.11** The Architect will, in the first instance, interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. Upon receipt of such request, the Architect will promptly notify the non-requesting party in writing of the details of such request. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until fourteen (14) days after written request is made for them.

> **4.2.11.1** Subject to review pursuant to Paragraphs 4.3, 4.4 and 4.5, as appropriate, the Contractor shall proceed diligently with performance of the Contract in accordance with the Architect's written interpretations or decisions and the Owner shall continue to make payments in accordance with the Contract Documents.

§ **4.2.12** Interpretations and decisions of the Architect will be consistent with the design as indicated in and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith. The Architect's interpretations and initial decisions may be, but need not be, accorded any deference in any review conducted under the terms of the Contract or in law. Any such review shall be *de novo.*

§ **4.2.13** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ **4.2.14** In the Specifications or on the Drawings, where the words "as directed," "as required," "as approved," "as permitted" or words of like effect are used, it is to be understood that direction, requirement, approval or permission of the Architect is intended. Similar words, such as "approved," "acceptable," "satisfactory," or words of like import mean approved by, acceptable to, or satisfactory to the Architect.

§ 4.3 CLAIMS AND DISPUTES

§ **4.3.1** Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes between the Owner and Contractor arising out of or relating to the Contract. Claims under this Contract must be submitted in writing to the Architect. A voucher, invoice, payment application or other routine request for payment that is not in dispute when submitted is not a Claim under this definition. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ **4.3.2 Time Limits for Filing Claims.** Claims by either party arising prior to the date 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, except as stated for adverse weather days in Clause 4.3.7.2. Claims must be initiated by written notice to the Architect. By failing to give written notice of a Claim within the time required by this Subparagraph, a party expressly waives its claim.

§ **4.3.3** Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

(1364415846)

§ **4.3.4** Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which existed at the time of bidding and which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject of further proceedings pursuant to Section 4.3.4.1.

> § **4.3.4.1** Any adjustment, including reasonable overhead and profit, in the Contract Sum, or to the Contract Time made pursuant to this Subparagraph shall be determined in accordance with Paragraphs 7.5 and 4.3.7 of this Contract, respectively.

§ **4.3.5** Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ **4.3.6** If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section 4.3.

§ **4.3.7** Claims for Additional Time

§ **4.3.7.1** If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary. Claims for an increase in the Contract Time shall be based on one additional calendar day for each full calendar day that the Contractor is prevented from working.

§ **4.3.7.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

> § **4.3.7.2.1** Claims for adverse weather shall be based on actual weather conditions at the job site or other place of performance of the Work, as documented in the Contractor's job site log.

> § **4.3.7.2.2** For the purpose of this Contract, a total of five (5) calendar days per calendar month (non-cumulative) shall be anticipated as "adverse weather" at the job site, and such time will not be considered justification for an extension of time. If, in any month, adverse weather develops beyond the five (5) days, the Contractor shall be allowed to claim additional days to compensate for the excess weather delays only to the extent of the impact on the approved construction schedule. The remedy for this condition is for an extension of time only, not money.

> § **4.3.7.2.3** The Contractor shall submit monthly a claim with its pay application for adverse weather conditions that have occurred during the previous month. The Architect shall review each monthly submittal in accordance with Paragraph 4.4 and inform the Contractor and the Owner promptly of its evaluation. Approved days shall be included in the next Change Order issued by the Architect. Adverse weather conditions not claimed within the time limits of this Subparagraph shall be considered to be

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

(1364415846)

waived by the Contractor. Claims will not be allowed for adverse weather days that occur after the scheduled (original or adjusted) date of Substantial Completion.

§ 4.3.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 4.3.9 Quantity Variations. If the quantity of a unit-priced item in this Contract is an estimated quantity and the actual quantity of the unit-priced item varies more than fifteen (15) percent above or below the estimated quantity, an adjustment, including overhead and profit, in the Contract Sum shall be made upon demand of either party. The adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. Any adjustment in the Contract Sum made pursuant to this Subparagraph shall be determined in accordance with Paragraph 7.5. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, as set forth in Subparagraph 4.3.7. Pursuant to Paragraph 13.13, the Architect shall determine the actual quantities of a unit-priced item used by the Contractor.

§ 4.3.10 Claims for Listed Damages
Notwithstanding any other provision of the Contract Documents, including Subparagraph 1.2.1, but subject to a duty of good faith and fair dealing (S.C. Code Ann § 11-35-30), the Contractor and Owner waive Claims against each other for Listed Damages arising out of or relating to this Contract. The Listed Damages are:

4.3.10.1 Damages incurred by the Owner for rental expenses, for losses of use prior to Final Completion, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and for attorney's fees, insurance and interest (excluding post-judgment).

4.3.10.2 Damages incurred by the Contractor for principal office expenses and overhead, including, but not limited to, the compensation of personnel stationed there, rent, utilities and office equipment; for losses of financing, business and reputation; for loss of profit except anticipated profit arising directly from the Work; and for attorney's fees, insurance and interest (excluding post-judgment).

4.3.10.3 This mutual waiver is applicable, without limitation, to all Listed Damages due to either party's termination in accordance with Article 14. Nothing contained in this Subparagraph 4.3.10 shall be deemed to preclude an award of liquidated damages when applicable, in accordance with the requirements of the Contract Documents. This Subparagraph does not apply to Paragraph 3.18.

4.3.11 Waiver of Claims Against the A/E. Notwithstanding any other provision of the Contract Documents (including paragraph 1.2.1), but subject to a duty of good faith and fair dealing, the Contractor waives all claims against both the Architect and any other design professionals who provide design and/or project management services to the Owner, either directly or as independent contractors/subcontractors to the Archtitect, for Listed Damages arising out of or relating to this Contract. The Listed Damages are damages incurred by the Contractor for principal office expenses and overhead (including, but not limited to, the compensation of personnel stationed there, rent, utilities, and office equipment), for losses of financing, business and reputation, for loss or profit other than anticipated profits arising directly from the Work, and for attorney's fees, insurance, and interest (excluding post-judgment).

§ 4.4 RESOLUTION OF CLAIMS AND DISPUTES
§ 4.4.1 DECISION OF THE A/E. Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to resolution (pursuant to Paragraph 4.5) of all claims between the Contractor and Owner arising prior to the date Final Payment is due, unless thirty (30) days shall have passed after the Claim has been referred to the Architect, with no decision by the Architect. If the Architect's initial decision is not accepted by the parties, the parties shall continue in attempts to arrive at a satisfactory resolution, subject to rights accorded in Sec. 4.5 in the event these efforts fail. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

(1364415846)

§ **4.4.2** The Architect will review Claims and within ten days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Architect is unable to resolve the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim.

§ **4.4.3** The Architect will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The Architects's initial decision will be delivered to the parties within two weeks of receipt of any response or supporting data requested pursuant to Subparagraph 4.4.4, or within such longer period as may be mutually agreeable to the parties. If the Architect's initial decision is accepted by the parties, the Architect shall prepare a Change Order with appropriate supporting documentation for the review and approval of the parties. The approval or rejection of a Claim by the Architect shall be final and binding on the parties but subject to resolution pursuant to Paragraph 4.5. Any review of the Architect's written decision or determination shall be *de novo.*

§ **4.4.4** If the Architect renders its initial decision after proceedings pursuant to the Paragraph 4.5 have been initiated, such decision may be entered as evidence, but shall not supersede such proceedings unless the decision is acceptable to all parties concerned.

§ **4.4.5** Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 4.5 DISPUTE RESOLUTION

§4.5.1 Without limiting Subparagraph 4.5.2, any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraph 4.3.10, 9.10.4 and 9.10.5 shall, after initial decision by the Architect or thirty (30) days after submission of the Claim to the Architect, be subject to resolution pursuant to Subparagraph 4.5.2.

§4.5.2 Either party may pursue any Claim against the other in the Court of Common Pleas for Charleston County, South Carolina, provided the party has first complied with the provisions of Paragraphs 4.3 and 4.4 with respect to such Claim. Nothing herein shall be construed to prevent mediation of any Claims upon the mutual consent of the parties.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ **5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ **5.2.1** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within fourteen (14) days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the fourteen (14) day period shall constitute notice of no reasonable objection.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

(1364415846)

§ **5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ **5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ **5.2.4** The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.. The Contractor's Request for Substitution must be made to the Architect in writing, accompanied by supporting information.

§ **5.2.5** To the extent it applies, the substitution of a subcontractor is governed by the laws of the State of South Carolina. Paragraph 5.2 is to be construed as complementary thereto.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ **5.3.1** By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ **5.3.2** Without limitation on the generality of the foregoing, each Subcontract agreement and each Sub-subcontract agreement shall include, and shall be deemed to include, the following:

> § **5.3.2.1** An agreement that the Owner is a third-party beneficiary of the Subcontract (or Sub-subcontract), entitled to enforce any rights thereunder for its benefit, and that the Owner shall have the same rights and remedies against the Subcontractor (or Sub-subcontractor) as the Contractor (or Subcontractor) has, including but not limited to the right to be compensated for any loss, expense, or damage of any nature whatsoever incurred by the Owner resulting from any breach of representations and warranties, expressed or implied, if any, arising out of the agreement and any error, omission, or negligence of the Subcontractor (or Sub-subcontractor) in the performance of any of its obligations under the agreement; and,
>
> § **5.3.2.2** A requirement that the Subcontractor (or Sub-subcontractor) promptly disclose to the Contractor (or Subcontractor) any defect, omission, error, or deficiency in the Contract Documents or in the Work of which it has, or should have had, knowledge; and,
>
> § **5.3.2.3** The following Paragraphs or Subparagraphs as appropriate, of the Conditions of the Contract: 3.2, 3.5.1, 3.18, 4.3.10, 5.4, 13.1, 13.13, 14.3 and 14.4.

§ **5.3.3** The Contractor shall assure the Owner, by affidavit or in such other manner as the Owner may approve, that all agreements between the Contractor and its Subcontractor(s) incorporate the provisions of Subparagraph 5.3.1 and

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

5.3.2 as necessary to preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the work to be performed by Subcontractors so that the subcontracting thereof will no prejudice such rights.

§ 5.3.4 Upon request, the Contractor shall provide to the Owner copies of all executed or issued subcontracts, purchase orders and other documents related to the Work.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Section 4.3.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

(Paragraph deleted)

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

(1364415846)

the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.
- **.4** The Contractor shall not proceed with the Work of the Change Order until the Change Order is approved by the Owner. Any adjustment in the Contract Sum made pursuant to this Paragraph 7.2 shall be determined in accordance with Paragraph 7.5 of this Contract.
- **.5** All Change Orders shall be submitted on City of Charleston form, "Construction Change Order," with appropriate documentation attached.

§ 7.2.2 Agreement on any Change Order shall constitute a release by the Contractor of the Owner for any and all liability under this Contract attributable to such facts or circumstances giving rise to the Change Order.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

Init.

/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

§ **7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ **7.3.3**
(Paragraphs deleted)
Any adjustment in the Contract Sum, including reasonable overhead and profit made pursuant to Paragraph 7.3 shall be determined in accordance with Paragraph 7.5 of this Contract.

§ **7.3.4** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ **7.3.5** A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ **7.3.6** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect as provided in Clause 7.5.1.5, on the basis of reasonable expenditures and savings to those performing the Work attributable to the change, including allowances for reasonable overhead and profit.

§ **7.3.7**
(Paragraphs deleted)
When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ **7.3.8** If the Contractor defaults or neglects to execute a Change Directive, the Owner may carry out the Work in accordance with Paragraph 2.4 and Article 6.

(Paragraphs deleted)
§ 7.4 MINOR CHANGES IN THE WORK
The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

§ 7.5 PRICE ADJUSTMENTS
§ **7.5.1** Methods of Adjustment. Any adjustment in the Contract Sum made pursuant to this Paragraph 7.5 shall be consistent with this Contract and shall be arrived at through whichever one of the following ways in the most valid approximation of the actual cost to the Contractor.

7.5.1.1 by agreement on a fixed price adjustment;
7.5.1.2 by unit prices specified in the Contract or subsequently agreed upon;
7.5.1.3 by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
7.5.1.4 in such other manner as the parties may mutually agree; or,
7.5.1.5 in the absence of agreement by the parties, through a unilateral initial determination by the Architect of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Architect in accordance with Clause 7.5.3.2, but subject to final resolution in accordance with the provisions of Paragraph 4.5, it being acknowledged that the unilateral initial interpretation by the Architect is respected, but advisory.

§ 7.5.2 Final Agreement
When any adjustment in the Contract Sum made pursuant to clauses in this Contract becomes final (e.g., by agreement or dispute resolution), the adjustment shall be computed and documented on City of Charleston "Construction Change Order."

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

§ 7.5.3 DOCUMENTATION OF COST REASONABLENESS

§ 7.5.3.1 Contractor's Change Order Proposal. The Contractor shall submit a written proposal for review by the Architect and the Owner. The proposal shall be submitted to the Owner's representative within the time limits specified in the Subparagraph 4.3.2. All costs claimed by the Contractor shall be justifiable compared with prevailing industry standards, as adjusted for local cost conditions. Costs shall be properly itemized and supported by substantiating data sufficient to permit evaluation before commencement of the pertinent performance or as soon thereafter as practicable.

§ 7.5.3.2 Construction Change Directives. For a Construction Change Directive wherein the proposed method of compensation is actual costs, and pending the collection and evaluation of actual costs as required Clause 7.5.1.3, the Contractor shall estimate the value of the changed Work. The Contractor shall itemize the estimated cost into building components and shall use the labor, material and equipment unit direct costs as listed in the most current issue of the Construction Cost Data Book most applicable to the nature of the changed Work,, as published by R.S. Means, with a cost index adjusted for the project locale. The Contractor shall also be permitted to add overhead and profit as shown in Subparagraph 7.5.4. Where the Contractor does not properly itemize the proposed costs as requested, the Architect shall provide the Owner with the itemization and this amount shall be the initial basis for compensation under Subparagraph 7.3.8. Upon conversion of the Construction Change Directive to a Change Order, the Architect's cost for providing this itemization shall be deducted from the final adjustment in the Contract Sum as described in Clause 7.3.7.

§ 7.5.4 Agreed Overhead And Profit Rates

§ 7.5.4.1 For any adjustment to the Contract Sum for which overhead and profit may be recovered, other than those made pursuant to Subparagraph 4.3.9, the Contractor agrees to charge and accept, as full payment for overhead and profit, the following percentages of costs attributable to the change in the Work. The percentages cited below shall be considered to include all indirect costs including, but not limited to: field and office managers, supervisors and assistants, incidental job burdens, small tools, and general overhead allocations. "Commission" is defined as profit on work performed by others. The allowable percentages for overhead, profit, and commission area as follows:

1. To the Contractor or subcontractors on work performed by their own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0

2. To the Contractor on worked performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

3. To a first tier subcontractor on work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

§ 7.5.4.2 Not more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers.

§ 7.5.4.3 The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors.

§ 7.5.4.4 Using the percentages stated in Clause 7.5.4.1, any adjustment to the Contract Sum for deleted work shall include any overhead, profit and/or commission attributable to the cost for the deleted Work.

§ 7.5.4.5 If the Contractor initiates a Change Order proposal and the Owner is not obligated to pay for all or any part of the proposal, then the Contractor shall be responsible for any Architect's fees to evaluate and process that Change Order proposal. Compensation shall be based on the Owner's contract with the Architect and the rates for Additional Services contained therein, and shall be withheld from the final payment.

§ 7.5.5 Cost Or Pricing Data

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

(1364415846)

§ 7.5.5.1 The Contractor shall submit cost or pricing data for any element of changed Work (other than Unit Price Work), and shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of a mutually determined specified date prior to the date of the pricing. This data shall be itemized and supported by substantiating data sufficient to permit evaluation before commencement of the pertinent Work, or as soon thereafter as practicable, and shall be justifiably compared with prevailing industry standards, as adjusted for local conditions. As requested by the Architect or the Owner, the Contractor's submittal shall provide an itemized breakdown of all increases and decreases in the Contract for the Contractor and each subcontractor (at any tier) in at least the following detail: material, equipment and supply quantities and costs; direct labor hours and rates for each trade; the associated FICA, FUTA, SUTA, and Worker's Compensation Insurance; equipment hours and rates, and costs of premiums for bonds and insurance, permit fees and sales, use or similar taxes related to the Work.

§ 7.5.5.2 Any Change Order or Change Directive for which certification is required shall contain a provision that the price to the Owner, including profit or fee, shall be adjusted to exclude any significant sums by which the Owner finds that such price was increased because the cost or pricing data furnished by the Contractor was inaccurate, incomplete or not current as of the date agreed upon between the parties. Notwithstanding Subparagraph 9.10.4, such adjustments may be made after final payment and shall not be deemed to be waived.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 Failure by the Contractor to commence actual physical work on the project within twenty-one (21) days from the Date of Commencement, as established in the Notice to Proceed, will entitle the Owner to consider the Contractor in substantial breach of its obligations under this Contract. In this event, the Owner may withdraw the Notice to Proceed and terminate the Contract in accordance with the Contract Documents.

§ 8.2.5 Within two (2) weeks after award of the Contract, the Contractor shall submit to the Architect a Progress Schedule showing for each class of Work included in the Schedule of Values, the percentage completion to be obtained and the total dollar value of Work to be completed as of the first of each month until Substantial Completion. All calculations shall be on the basis of Work in place, but not including the value of materials delivered but not in place.

§ 8.2.6 The Progress Schedule shall be based on an orderly progression of the Work, allowing adequate time for each operation (including adequate time for submission and review of submittals), and leading to a reasonable certainty of Substantial Completion by the date established in the Agreement. The Progress Schedule will be

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

(1364415846)

reviewed by the Architect for compliance with the requirements of this Article and will be accepted by the Architect or returned to the Contractor for revision and resubmittal. Unless specifically required by law, no payment under this Contract shall be due until the Progress Schedule has been approved by the Architect.

§ **8.2.7** If in any Application for Payment the total value of the completed Work in place, as certified by the Architect, is less than ninety percent (90%) of the total value of the Work in place estimated in the Progress Schedule, the Owner may, at the Owner's option, require the Contractor to accelerate the progress of the Work without cost to the Owner by increasing the work force or hours of work, or by other reasonable means approved by the Architect.

§ **8.2.8** If each of three successive applications, as certified by the Architect, indicate that the actual work completed is less than ninety percent (90%) of the values estimated in the Progress Schedule to be completed by the respective dates, the Owner may at the Owner's option, treat the Contractor's delinquency as a default justifying the action permitted under Paragraph 14.2.

§ **8.2.9** If the Architect has determined that the Contractor should be permitted to extend the time for completion as provided in Paragraph 8.3, the calendar dates in the Progress Schedule shall be adjusted accordingly to retain their same relationship to the adjusted date of Substantial Completion, and the dollar value of Work to be completed as of the first of each month shall be adjusted pro rata.

§ **8.2.10** If the Contractor fails to submit any Application for Payment in any month, the Architect will, for the purpose of this evaluation of progress, certify separately to the actual value of the Work in place completed as of the first of the month to the best of the Architect's knowledge.

§ **8.2.11** Nothing herein shall limit the Owner's right to liquidated damages for delays by the Contractor or to any other remedy which the Owner may possess under other provisions of the Contract Documents or by law.

§ **8.2.12** The Contractor shall prepare Daily Reports of job site activities in a form provided by the Owner. Reports shall be submitted to the Owner and the Architect on a weekly basis.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ **8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ **8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.7.

§ **8.3.3** This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ **8.3.4** No claim for delay shall be allowed on account of failure of the Architect to furnish Drawings, Specifications, or instructions or to return Shop Drawings or samples until fifteen (15) days after receipt by the Architect by registered or certified mail of written demand for such instructions, Drawings, or Samples, and not then unless such claim be reasonable.

§ **8.3.5** The Contractor hereby agrees that the Contractor shall have no Claim for damages of any kind against the Owner or the Architect on account of any delay or suspension of any portion of the Work, whether such delay is caused by the Owner, the Architect, or otherwise. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time provided in this Article.

Init.
/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

(1364415846)

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 As requested by the Architect, the Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible, such breakdown being submitted on a uniform standardized format approved by the Architect and Owner. The breakdown shall be divided into detail sufficient to exhibit areas, floors, and/or sections of the Work, and/or by convenient units and shall be updated as required by either the Owner or the Architect as necessary to reflect:

§ 9.2.1 the description of Work (listing labor and material separately);
§ 9.2.2 the total value;
§ 9.2.3 the percent and value of the Work completed to date;
§ 9.2.4 the percent and value of previous amounts billed; the current percent completed and amount billed; and,
§ 9.2.5 the current percent completed and amount billed.

Any schedule of values or trade breakdown that fails to include sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work, shall be rejected. If either the schedule of values or trade breakdown had been initially approved and subsequently used, but later was found improper for any reason, then sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 The Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values no more often than monthly. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents. The Contractor's Application for Payment shall be in a form acceptable to the Owner. The Architect will authorize, as provided in Paragraph 9.4 and until the final pay request, monthly payments equal to ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work, and allocable to material and equipment suitably stored until the total value of the completed Work in place is less than fifty percent (50%), as certified by the Architect, at which time the above-stated ninety percent (90%) shall be modified, at the option of the Owner, to ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work, and allocable to material and equipment suitably stored. After fee reduction has taken place, if the quality or progress of the work decreases or slows down, in the opinion of the architect, full retainage may be reinstated until the completion of work.

§ 9.3.1.1 As provided in Section 7.3.8, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

(1364415846)

§ **9.3.3** The Contractor warrants that the title to all Work covered by an Application for Payment will pass to the Owner either by incorporation in the Construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens". The Contractor further agrees that the submission of any Application for Payment shall conclusively be deemed to waive all liens with respect to said Work for which the Contractor may then be entitled, provided that such waiver of the lien rights shall not waive the Contractor's right to payment for such work.

§ **9.3.4** Each Application for Payment or periodic estimate requesting payment shall be accompanied at the Owner's option by (i) a waiver of liens from each subcontractor or (ii) a certificate from each subcontractor stating that the subcontractor has been paid all amounts due the subcontractor on the basis of the previous periodic payment to the Contractor, or else stating the amount not so paid and the reason for the discrepancy. In the event of any such discrepancy, the Contractor shall furnish the Contractor's own written explanation to the Owner through the Architect. Such waiver or certificate shall be in a form acceptable to the Owner.

§ 9.4 CERTIFICATES FOR PAYMENT

§ **9.4.1** The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ **9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ **9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of:

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or another contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- **.7** persistent failure to carry out the Work in accordance with the Contract Documents.
- **.8** a lien or attachment is filed; or

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

(1364415846)

.9 failure of mechanical trade or electrical trade subcontractors to comply with mandatory requirements for maintaining record drawings. The contractor shall check record drawings each month. Written confirmation that the record drawings are current will be required by the Architect before approval of the Contractor's monthly payment requisition.

§ **9.5.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

(Paragraph deleted)

§ 9.6 PROGRESS PAYMENTS

§ **9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ **9.6.1.1** Contractor's attention is directed to §11-35-3030 (4) of the SC Code of Laws, as amended, and the Project Manual concerning release of retained funds. If partial release of retainage is requested by the Contractor, application shall be accompanied by AIA Document G707A, Consent of Surety to Reduction in or Partial Release of Retainage.

§ **9.6.1.2** Contractor shall properly disburse money received from all payments to all laborers, subcontractors or materialmen in accordance with Title 29, Chapters 6 and 7 of the SC Code of Laws, as amended.

§ **9.6.2** The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ **9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ **9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ **9.6.5** Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ **9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

(Paragraph deleted)

§ 9.7 FAILURE OF PAYMENT

If the Owner does not pay the Contractor within thirty (30) days after the date the Contractor's Application for Payment is certified by the Architect, then the Contractor may, upon fourteen (14) additional days written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be appropriately extended and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and startup, which shall be accomplished as provided in Paragraph 7.5.

§ 9.8 SUBSTANTIAL COMPLETION

§ **9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

§ **9.8.2** When the Contractor considers that the Work, or a portion thereof designated in the Contract Documents for separate completion, is substantially complete and the premises comply with Subparagraph 3.15.1, the Contractor shall submit to the Architect (i) a list of items to be completed or corrected, (ii) all special warranties required by the Contract Documents, endorsed by the Contractor and in a form reasonably acceptable to the Architect, and (iii) the permits and certificates referred to in Subparagraph 13.5.4. The failure to include any items on the list mentioned in the preceding sentence shall not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Architect, on the basis of an inspection, determines that the Work or designated portion thereof is substantially complete, and the other conditions have been met, the Architect will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of the responsibilities assigned to them in such Certificates.

§ **9.8.2.1** The Contractor's list shall be in writing and attached to the "Contractors Request for Certificate of Substantial Completion", which shall be submitted at least ten (10) days in advance of the proposed date of inspection and shall be forwarded through the Architect, who will attach its written endorsement as to whether or not it concurs with the Contractor's statement that the Work will be ready for inspection and testing on the date given. The Architect's endorsement is a convenience to the Owner only and shall not relieve the Contractor of its responsibility in the matter, nor shall the Architect's endorsement be deemed to be evidence that the Work was substantially complete and ready for inspection and testing. In the event that the Architect does not concur with the Contractor's statement, the Architect shall inform the Contractor of the basis for the Architect's non-concurrence. The Contractor may then, at its sole option, (i) defer the inspection; or, (ii) request the inspection be performed in accordance with Subparagraph 9.8.3.

§ **9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ **9.8.3.1** Inspection and testing shall take place at a time (s) mutually agreeable to the Contractor, Owner and Architect..

§ **9.8.3.2** The inspection shall include a demonstration by the Contractor that all equipment, systems and operable components of the Work function properly and in accordance with the Contract Documents. The Contractor shall furnish access for the inspection and testing as provided in this Contract. The inspection and testing shall determine whether Substantial Completion has been accomplished and shall result in the Architect's issuance of a written list of Unfinished Work and Defective Work, commonly referred to as a "punch list", each item of which must be finished and correct prior to Final Completion.

§ **9.8.3.3** The Architect and its Consultants shall conduct all Substantial Completion inspections. The Owner may elect to have other persons of its choosing also participate in the inspections. Representatives of authorities having jurisdiction may be present, at their sole discretion, at the Substantial Completion Inspection or otherwise inspect the completed Work and advise the Owner whether the Work meets their respective requirements.

§ **9.8.3.4** If the inspection discloses any item which is not in accordance with the requirements of the Contract Documents and will prevent the Owner from occupying or utilizing the Work for its intended use, the Contractor shall complete or correct such item upon notification by the Architect. The Contractor shall then submit a request for a follow-up inspection by the Architect to determine Substantial Completion.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

§ **9.8.3.5** The Contractor shall proceed promptly and diligently to complete and correct items on the list of Unfinished or Defective Work. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ **9.8.3.6** If more than one Substantial Completion inspection is required, the Contractor shall reimburse the Owner for all costs of reinspections or, at the Owner option, the costs may be deducted from payments due to the Contractor.

§ **9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion by the Architect which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion by the Architect.

§ **9.8.5** The Certificate of Substantial Completion by the Architect shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

§ **9.8.5.1** Upon such acceptance of Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment for such Work or portion thereof as provided in the Contract Documents. The balance payable shall include the retainage of five percent (5%) of the Contract Sum, less any retainage released under conditions of Subparagraph 9.6.2, plus an amount equal to the cost to complete or to correct, as determined by the Architect of the Uncompleted or Defective Work, plus the full amount of Liquidated Damages. The Contractor acknowledges that the Owner will suffer financial loss if the Project is not substantially completed on the date set forth in the Contract Documents. The Contractor (and its Surety) shall be liable for and the Owner may retain from payment the sums herein stipulated as fixed, agreed and liquidated damages for each calendar day of delay that the Work remains incomplete. The Contractor further acknowledges that the Owner has the right to elect to enforce Liquidated Damages or any other damages or legal or equitable relief as this Contract provides or as permitted by law. Retainage shall continue until Final Completion and Final Payment.

§ **9.8.5 2** Notwithstanding the foregoing, the payment of retainage shall be consistent with §11-35-3030 (4), Code of Laws of South Carolina, as amended.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ **9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ **9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ **9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.1 Final Completion shall be achieved no later than thirty (30) days after Substantial Completion unless modified by a Change Order. Failure of the Contractor to achieve Final Completion within the time allowed under this Subparagraph shall entitle to Owner to consider the Contractor in substantial breach of its obligations under this Contract.

§ 9.10.1.2 The Contractor shall notify the Owner, in writing on the "Certificate of Completion by the Contractor", of the date when the Work has reached or will reach Final Completion and will be ready for final inspection and testing. The notice shall be given at least ten (10) days in advance of said date and shall be forwarded through the Architect, who will attach its endorsement as to whether or not it concurs in the Contractor's statement that the Work will be ready for inspection and testing on the date stated. The Architect's endorsement is a convenience to the Owner only and shall not relieve the Contractor of its responsibility in the matter, nor shall the Architect's endorsement be deemed to be evidence that the Work was finally complete and ready for inspection and testing. In the event that the Architect does not concur with the Contractor's statement, the Architect shall inform the Contractor of the basis for the Architect's non-concurrence. The Contractor may, at its sole option, (i) defer the inspection; or, (ii) request the inspection be performed in accordance with this Subparagraph. The final inspection and testing shall be conducted in the same manner as the inspection for Substantial Completion, including, but not limited to, the requirements of Clauses 9.8.3.3, 9.8.3.4, 9.8.3.5 and 9.8.3.6 of this Contract.

§ 9.10.1.3 The Contractor shall then submit a request for a follow-up inspection to determine Final Completion. If more than one Final Completion inspection is required, the Contractor shall reimburse the Owner for all costs of reinspections or, at the Owner's option, the costs may be deducted from payments otherwise due to the Contractor.

§ 9.10.1.4 Approval of Work as a result of any inspection required herein shall not release the Contractor or its surety from responsibility for complying with the Contract.

§ 9.10.2 Neither final payment nor payment of any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

(1364415846)

remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 faulty or defective Work appearing after the date of Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

§ **10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

(Paragraphs deleted)

§ 10.3 HAZARDOUS MATERIALS

§ **10.3.1** If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons or serious losses to real or personal property resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ **10.3.1.1** The Owner and Contractor hereby agree that this Paragraph 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).

§ **10.3.2** The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

.1 Any adjustment in the Contract Sum, including reasonable overhead and profit, made pursuant to this Subparagraph shall be determined in accordance with Paragraph 7.5 of this Contract.

.2 The Work in the affected area shall be resumed immediately following the occurrence of any of the following events: (a) the Owner causes remedial work to be performed that results in the absence of materials or substances; or (b) the Owner and the Contractor, by written agreement, decide to resume performance of the Work; or (c) the Work may safely and lawfully proceed, as determined by an appropriate governmental authority or as evidenced by a written report to both the Owner and the Contractor, which is prepared by an environmental engineer reasonably satisfactory to both the Owner and the Contractor.

.3 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, however, 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.

(Paragraphs deleted)

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.3 and Article 7. Written notice of the

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

(1364415846)

emergency, including an estimate of cost and probable effect of delay on the progress of the Work, must be given by the Contractor to the A/E as soon as possible, but in no case more than ten (10) days after the start of the emergency.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of South Carolina such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 claims for bodily injury or property damage arising out of completed operations; and
- .8 claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

.1 Liability Insurance shall include all major divisions of coverage and be 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 provision for contractor's obligations under Paragraph 3.18.
(6) Broad Form Property Damage including Completed Operations.
(7) Owned, Non-owned and Hired Motor Vehicles.

.2 The insurance required Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law or other provisions of this 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 (Any one fire)	$ 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 $1,500,000

OR

(b) Bodily Injury & Property Damage (each) $ 750,000

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes: (1364415846)

(3) WORKER'S COMPENSATION:

(a)	State	Statutory
(b)	Employers Liability	$100,000 Per Accident $500,000 Disease, Policy Limit $100,000 Disease, Each Employee

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25S 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.

§ 11.1.4 For informational purposes, the Contractor is advised that Work's Compensation Insurance is required for all Owners and executive officers of entities incorporated in the State of South Carolina.

§ 11.1.5 The Aggregate Limits of Insurance required by Subparagraph 11.1.2 shall apply, in total, to this Contract only. This shall be indicated on the insurance certificate or an attached policy amendment.

.1 The insurance policies and Certificates of Insurance required by this Contract shall contain a provision that no material alteration, cancellation, nonrenewal, or expiration of the coverage contained in such policy or evidenced by such Certificates of Insurance shall have effect unless the Owner has been given at least thirty (30) days prior written notice. The Contractor shall provide a minimum of thirty (30) days written notice to the Owner of any proposed reduction of coverage limits, including every coverage limit identified in Subparagraph 11.1.2, or any substitution of insurance carriers.

.2 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 11. The obligation to procure and maintain any insurance required by this Article 11 is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Contractor shall purchase and maintain Builder's Risk insurance on behalf of the Owner insuring the Work in form acceptable to the Owner in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis. Such Builder's Risk insurance shall be maintained until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is earlier.

(Paragraphs deleted)

§ 11.3.2 Property Insurance shall be written using a 'Builders Risk Coverage Form' with the following attached forms and endorsements.

.1 Causes of Loss – Special Form; (Risks of Direct Physical Loss unless the loss is excluded or

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

(1364415846)

by the Form)

.2 Causes of Loss – Earthquake Form; and

.3 Flood Insurance

§ **11.3.3** Covered Property is the Building Under Construction described in the Policy Declarations and includes:

.1 Foundations;

.2 If intended to become a permanent part of the building or structure described in the Declarations, the following property located in or on the building or structure or within 100 feet of its premises;

(1) Fixtures, machinery and equipment used to service the building; and

(2) Building materials and supplies used for construction;

.3 If not covered by other insurance, temporary structures built or assembled on site, including cribbing, scaffolding and construction forms.

§ **11.3.4** Replacement of insured damaged Work shall be covered by an appropriate Change Order. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ **11.3.5** The Owner and the Contractor shall take reasonable steps to obtain consent of insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ **11.3.6** The Contractor shall provide adequate insurance to protect the interests of the contractor, Subcontractor, and Sub-subcontractor in the work.

§ **11.3.7** The Contractor shall be responsible for the deductible(s) in the above-stated policy. The policy shall be written with a deductible of no more than $2500 for each occurrence.

(Paragraphs deleted)

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ **11.4.1** The Contractor shall provide Performance and Labor and Material Payment Bonds, each in the amount of 100% of the Contract Sum.

.1 The Surety shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V" and in no case less than five (5) times the contract amount.

.2 The Performance Bond and the Payment Bond shall be made payable to the Owner.

.3 The Performance and Labor Material Payment Bonds shall:

(1) be issued by a surety company licensed to do business in South Carolina; and,

(2) be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,

(3) remain in effect for a period of time 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,

(4) display the Surety's Bond Number. A rider including the following provisions shall be attached to each Bond stating that:

(a) The Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder, and notice to the Surety of such matters is hereby waived.

(b) The Surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Owner.

(5) Notwithstanding the foregoing, any bonds required by this Contract shall meet the requirements of the SC Code of Laws, as amended.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.

User Notes: (1364415846)

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 11.4.3 The Contractor shall furnish the required bonds to the Owner before execution of the Contract.

§ 11.4.4 The Contractor shall keep the Surety informed of the progress of the Work, and, where necessary, obtain the Surety's consent to, or waiver of:

.1 notice of changes in the Work;
.2 request for reduction or release of retention;
.3 request for final payment; and
.4 any other item required by the Surety.

The Owner may, in the Owner's sole discretion, inform the Surety of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interest, privileges, and benefits under and pursuant to any bond issued in connection with the Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

§ 12.2.1.1 **Contractor's Warranty Period.** The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If, prior to the date of Substantial Completion, the Contractor, or Subcontractor, or anyone for whom either is responsible, uses or damages any portion of the Work, including without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes: (1364415846)

§ **12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ **12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2 unless otherwise provided in the Contract Documents. .

§ **12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ **12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ **12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the laws of the State of South Carolina.

§ 13.2 SUCCESSORS AND ASSIGNS

§ **13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

(Paragraph deleted)

§ 13.3 WRITTEN NOTICE

§ **13.3.1** Unless otherwise permitted herein, all notices contemplated by the Contract Documents shall be in writing and shall be deemed duly given:

- .1 upon actual delivery to the person identified in the A101, if delivery by hand; or,
- .2 upon receipt by the transmitting party of confirmation or reply, if delivery is by facsimile, telex or telegram; or,
- .3 upon receipt by the person identified in the A101, if delivery is by deposit into the United States mail, certified mail, return receipt requested.

§ **13.3.2** Each such notice shall be sent to the respective party at the address provided in the A101, or to any other address as the respective party may designate by notice delivered pursuant hereto.

§ 13.4 RIGHTS AND REMEDIES

§ **13.4.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

§ **13.4.2** No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ **13.4.3** Termination of the Contract by either party for any reason shall not relieve the parties of any obligation theretofore accorded under this Contract. Notwithstanding Subparagraph 9.10.4, and without limiting the foregoing sentence, the following provisions (as amended) of the Contract Documents shall survive termination for whatever cause, expiration or completion:

1.5	Ownership and Use of Drawings, Specifications and Other Instruments of Service:
3.5	Warranty
3.17	Royalties, Patents and Copyrights
3.18	Indemnification
3.10	Waiver of Listed Damages
3.11	Waiver of Claims Against the A/E
4.5	Dispute Resolution
7.5.5	Cost of Pricing Data
11.1	Contractor's Liability Insurance
11.5	Performance and Payment Bond
12.2	Correction of Work
13.1	Governing Law
13.4	Rights and Remedies
13.12	Retention and Audit of Contractor's Records

§ 13.5 TESTS AND INSPECTIONS

§ **13.5.1** Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

§ **13.5.2** If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ **13.5.3** If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ **13.5.4** Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ **13.5.5** If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing. The Contractor shall give the A/E timely notice in advance of tests, inspections or approvals.

§ **13.5.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

§ 13.6 INTEREST

§ 13.6.1 Payments made under the Contract Documents are subject to the requirements of Title 29, Chapter 6 of the South Carolina Code of Laws, as amended.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or relating to the Contract within the times established by the laws of the State of South Carolina.

§ 13.8 DRUG-FREE WORKPLACE

The Contractor certifies to the Owner that the Contractor will provide a Drug-Free Workplace, as required by Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

§ 13.9 CANCELLATION AFTER AWARD

Pursuant to § 11-35-1520 of the SC Code of Laws, as amended, and South Carolina Regulation 19-445.2085, this Contract may be cancelled after award, but prior to issuance of the Notice to Proceed. In such event, the Contractor shall recover, as its sole remedy, its reasonable bid preparation costs.

§ 13.10 BANKRUPTCY

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Owner. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of State or governmental contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract.

§ 13.11 RETENTION AND AUDIT OF CONTRACTOR'S RECORDS

The Contractor and all subcontractors shall comply with all applicable obligations of §11-35-2220 of the SC Code of Laws, as amended. Accordingly, the Owner shall be entitled, at reasonable times and places, to audit the books and records of both the Contractor and any subcontractor who has submitted cost or pricing data pursuant to either this Contract or to §11-35-1830 to the extent that such books and records relate to such cost or pricing data. If any cost or pricing data is required for this Contract or any Modification, the Contractor and any subcontractor shall maintain such books and records that relate to such cost or pricing data for three (3) years from the date of final payment under the Contract; provided, however, that such records shall be retained for additional periods of time beyond this three-year period upon request of the Owner. If this Contract or any Modification (other than a firm fixed price contract) is negotiated, the Owner shall be entitled to audit the books and records of the Contractor and any subcontractor to the extent that such books and records relate to the performance of the Contract or any Modification. Such books and records shall be maintained by the Contractor for a period of three years from the date of final payment under the prime contract and by any subcontractor for a period of three years from the date of final payment under the subcontract.

§ 13.12 UNIT PRICE WORK

§ 13.12.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the initial Contract Sum will be deemed to include an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as identified in the Contract. The estimated quantity for each item of Work represent the Owner's best estimate of the amount of each item to be required of the Contractor, but the amounts are not guaranteed, and are solely for the purpose of comparison of Bids and determining an initial Contract Sum. Determinations of the actual quantities, and classifications of Unit Price Work performed by the Contractor will be made by the Architect as described below.

§ 13.12.2 Subject to an adjustment pursuant to Subparagraph 4.3.9, each unit price will be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor's total costs, including overhead and profit, for each separately identified item.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:
(1364415846)

§ 13.12.3 The Architect will determine the actual quantities and classifications of Unit Price Work performed by the Contractor. The Architect will review with the Contractor its preliminary determinations on such matters before rendering a written decision or issuing a recommendation on the Contractor's Applications for Payment. The Architect's written decisions or recommendations will be final and binding on the Owner and the Contractor, except as modified by the Architect to reflect changed factual conditions or more accurate data, and subject to Paragraph 4.4. For purposes of Paragraph 4.4, the Architect's written decisions or recommendations shall serve as the Architect's initial decision.

§ 13.13 PROCUREMENT OF MATERIALS BY OWNER

§ 13.13.1 The Contractor accepts assignment of, and liability for, all purchase orders and other agreements for procurement of materials and equipment that are identified as part of the Contract Documents. The Contractor shall be responsible for such pre-purchased items, if any, as if the Contractor were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation, and testing of items covered in any assigned purchase orders or agreements. All warranty and correction of the Work obligations under the Contract Documents shall also apply to any pre-purchased items, unless the Contract Documents specifically provide otherwise.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-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:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

(Paragraphs deleted)

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-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, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven (7) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed. Any adjustment to Contract Sum made pursuant to this Subparagraph shall be made in accordance with the requirements of Paragraph 7.5.

§ 14.1.4 If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

(Paragraphs deleted)

§ 14.2.1 The Owner may terminate the Contract, or any separable part of it, if the Contractor:

.1 fails to complete Work within the time specified in the Contract Documents, including any authorized adjustments; or;

.2 fails to prosecute the Work, or any separable part of the Work, with diligence, resources and skill that will ensure its completion within the time specified in the Contract Documents, including any authorized adjustments; or,

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

(1364415846)

.3 fails to make payments to Subcontractors for materials or labor in accordance with Title 29, Chapter 6 of the South Carolina Code of Laws, as amended, and the respective agreements between the Contractor and the Subcontractors; or

.4 persistently disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; or,

.5 fails to proceed as required by Subparagraph 4.3.3 pending final resolution of a Claim; or,

.6 fails to comply with any of the other material provisions of this Contract.

§ **14.2.2** When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ **14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ **14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ **14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ **14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ **14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ **14.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall complete the performance of the Work not terminated, if any:

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and

.4 complete the performance of the Work not terminated, if any.

§ **14.4.3** In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed. Any adjustment to the Contract Sum made pursuant to this Subparagraph shall be made in accordance with the requirements of Paragraph 7.5.

Init.

/ W

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes: (1364415846)

Project Name: CP1320 Carolina Bay Fire Station Contractor: KMD Construction, LLC

(Paragraphs deleted)

Init.

/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:42:32 on 07/01/2016 under Order No.0511649396_2 which expires on 07/07/2016, and is not for resale.
User Notes:

(1364415846)

CP1320
FIRE STATION 14 at CAROLINA BAY

CITY OF CHARLESTON

BID FORM

The Contractor, in submitting a price for the Base Bid this project, acknowledges that Contractor has made a careful assessment of the site and the Bid Documents, and that the price includes all materials, labor, and overhead costs associated with the project.

BASE BID: The Bidder agrees to provide all materials, perform all of work, and include all allowances as described in the bid documents, for the sum of:

$ 3,337,000.00

Written: Three Million - Three Hundered - Thirty - Seven Thousand

See Project Manual, Section 01 21 00 for Allowances:

Allowance No. 1 – Contingency Allowance = $90,000

ALTERNATE BID PRICES: The Bidder further proposes that, should the following alternates be accepted and incorporated into the contract, the Base Bid will be altered in the amount listed below, as applicable:

Alternate No. 1 –
Precast in lieu of colored CMU:

Add/Subtract the sum of $ 21,610.00.

Written: Twenty - One Thousand - Six hundred and Ten dollars 00/100

Alternate No. 2 –
Aluminum glass overhead door at rear of bays:

Add/Subtract the sum of $ 80,153.00.

Written: Eighty Thousand - One Hundred and Fifty Three and 00/100

Alternate No. 3–
Hi-build epoxy flooring in bays:

Add/Subtract the sum of $ 22,399.00.

Written: Twenty Two Thousand - Three Hundred ninety nine and 00/100

Alternate No. 4 –
Plantings in woods:

Add/Subtract the sum of $ 14,467.00.

Written: Fourteen Thousand - Four Hundred - Sixty Seven and 00/100

UNIT PRICES: The Bidder further proposes that the following unit prices be incorporated into the contract and the final contract price will be altered according to actual quantities required versus an indicated quantities allowance:

Unit Price No. 1 –
Removal of unsuitable material and replacement with controlled fill:

Add/Subtract the sum of $ 35.00 / cubic yard.

Written: Thirty - Five dollars

PROJECT SCHEDULE: The Bidder anticipates that all work associated with the completion of the project will be completed in 395 calendar days.

OTHER ACKNOWLEDGEMENTS: The Bidder also acknowledges the following conditions:

1. Other conditions indicated in the Instructions to Bidders form.
2. The Owner reserves the right to reject any or all bids and waive any informality in the bidding.
3. This bid shall be valid and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.
4. A performance bond and certificates of insurance will be required for the awarded contract.
5. Break-downs of pricing may be requested for the awarded bid prior to going to final contract.
6. The issuance and receipt of the following Addenda, if applicable:

Addendum #	*Date Issued*
One (1)	03/30/2016
Two (2)	04/06/2016

Submitted by:

(Signature)

Kyle M. Davis - Manager
(Name and Title. Please print.)

KMD Construction, LLC
(Company)

1001 Old West Innes Street, Salisbury, NC 28144
(Address)

(704) 636-6560
(Phone and Email)
kyle@kmdconstruction.net

South Carolina General Contractor's License Number: G106476

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.

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

Name of Company: KMD Construction, LLC

Signature

Kyle M. Davis
Print Name

Manager
Title

April 14, 2016
Date

Witness:

AFFIDAVIT A
Page 1 of 2

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

Affidavit of KMD Construction, LLC
(Name of Bidder)

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

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

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

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

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

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

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

☑ 6. Provided MWBE assistance withgetting required bonding or insurance requirements or provided alternatives to bonding or insurance.

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

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

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

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

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

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

Ihereby 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: 4/14/2016 Name of Authorized Officer (Print/Type): Kyle M. Davis

Signature: Kyle M. Davis

Title: Manager

AFFIDAVIT A

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

(Use as many sheets as necessary)

I, Kyle Davis - KMD Construction, LLC, 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 Lori's Transportation Excavation	Minority Firm Address
Minority Firm Telephone Number: 770-753-6403 Minority Firm Fax Number: 678-691-2157 DBE Certification Number:	Minority Group Type ☐ (African American) ☑ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☑ Follow up Verification
2. Minority Firm Name and Contact Gira Steel	Minority Firm Address
Minority Firm Telephone Number: 803-796-9495 Minority Firm Fax Number: 803-796-9496 DBE Certification Number:	Minority Group Type ☐ (African American) ☑ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☑ Follow up Verification
3. Minority Firm Name and Contact Seed Slingers	Minority Firm Address
Minority Firm Telephone Number: 843-358-1870 Minority Firm Fax Number: 843-358-0984 DBE Certification Number:	Minority Group Type ☐ (African American) ☑ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☑ Follow up Verification
4. Minority Firm Name and Contact East Coast Landscape	Minority Firm Address
Minority Firm Telephone Number: 843-489-6556 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: 4/14/2016 Name of Authorized Officer (Print/Type): Kyle M. Davis

Sworn to before me this 14 day of April, 2016

Signature: Kyle M. Davis

Notary Public for the State of North Carolina

My Commission Expires: September 5, 2017 Title: Manager

Print Name: Tammy L. Smith Tammy L. Smith Notary Seal:

Phone Number: (704) 467-4269

Address: PO Box 1181 China Grove, NC 28023

AFFIDAVIT B

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

Affidavit of KMD Construction, LLC (Name of Bidder). I hereby certify that on the Charleston Fire Dept. CP1320 Fire Station #14 (Project Name), Total Project Amount $ 3,337,000.00

I will make a good faith effort to expend a minimum of 20 % 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
WS Waterproofing 919 348 4110	W	Masonry Waterproofing	$ 29,500.00
Palmetto Civil Group 843 724 9860	B	Sitework Package	$ 343,451.00
Orwill Solutions Landscaping 910 297 3635	W	Landscaping	$ 43,777.00
			$
			$
			$
			$

Total MBE Participation: 12 % $ 416,728.00

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

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

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

Date: 7/8/16 Name of Authorized Officer (Print/Type): William Davis

Signature:

Title: Manager

Sworn to before me this 8 day of July, 2016 Notary Public for the State of North Carolina

My Commission Expires: September 5, 2017 Notary Seal:

Print Name: Tammy L. Smith

Phone Number: (704) 467-4269

Address: PO Box 1181 China Grove, NC 28023

AFFIDAVIT C

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

Affidavit of KMD Construction, LLC
(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.

Ihereby 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):_____

N/A

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:

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE KMD Construction, LLC

1001 Old West Innes Street, Salisbury, NC 28144

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland

Contract Surety Bond Claims c/o Zurich, 1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196-1056

a corporation duly organized under the laws of the State of MD

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Charleston

823 Meeting Street, Charleston, SC 29403

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars ($ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Carolina Bay Fire Station #14

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of April, 2016

(Witness)

KMD Construction, LLC
(Principal) (Seal)

By: (Title)

Wendy E. Lahm
(Witness)

Fidelity and Deposit Company of Maryland
(Surety) (Seal)

By: Debra S. Ritter
Attorney-in-Fact Debra S. Ritter (Title)

Bond Number Bid Bond

Obligee: City of Charleston

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Michael P. Bond, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Debra S. Ritter, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 22nd day of July, A.D. 2015.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Michael P. Bond
Vice President

By: Eric D. Barnes
Secretary

State of Maryland
County of Baltimore

On this 22nd day of July, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, Vice President and Eric D. Barnes, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of April, 2016.

Thomas O. McClellan, Vice President

COMMITTEE / COUNCIL AGENDA

13.)

TO: John J. Tecklenburg., Mayor

FROM: Laura S. Cabiness, PE **DEPT.** Public Service

SUBJECT: FOREST ACRES DRAINAGE IMPROVEMENT PROJECT - PROF SERVICES CONTR

REQUEST: Approval of Amendment #4 of the professional services contract with Thomas & Hutton for Construction Engineering & Inspection (CEI) of Phase 1 of the Forest Acres Drainage Improvement Project. Tasks include Project Management & Administration, Construction Observation, Material Testing, Pre-Construction Survey and Monitoring, and Public Outreach and Education.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** 16 August 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐	Frances P. Cantwell	☐
Cap. Proj. Cmte. Chair	☐	☐	Amy Wharton	☐
Dir. of Public Service	☑	☐	Laura S. C.	☑
	☐	☐		☐

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

If yes, provide the following: Dept./Div.: 050352 Account #: 52238

Balance in Account $579,175.00 Amount needed for this item $579,175.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

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.

This is **EXHIBIT I**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 8, 2011

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 004

1. *Background Data:*

   a. Effective Date of Owner-Engineer Agreement: March 8, 2011

   b. Owner: City of Charleston

   c. Engineer: Thomas & Hutton Engineering Co.

   d. Project: Forest Acres Drainage Improvements – Phase 1

2. *Description of Modifications:*

   a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

   See attached Exhibit H – Scope of Services dated August 2, 2016.

   b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

   See attached Proposal dated August 2, 2016.

   d. The schedule for rendering services is modified as follows:

   It is estimated the services listed here will be provided during an approximate 18 month construction schedule.

5. Agreement Summary (Reference only)

a. Original Agreement amount:	$ 94,028.00
b. Net change for prior amendments:	$ 775,243.00
c. This amendment amount:	$ 579,175.00
d. Adjusted Agreement amount:	$1,354,418.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

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

OWNER:	ENGINEER:
_____	_____
By: _____	By: Tony M. Woody, PE
Title: _____	Title: Vice President
Date Signed: _____	Date Signed: 8·2·16

CONTRACT AMENDMENT NO. 04
SUPPLEMENTAL AGREEMENT
BETWEEN OWNER AND ENGINEER
August 2, 2016

Contract Amendment No. 04 is a supplement to our Master Agreement between the City of Charleston (Owner) and Thomas & Hutton Engineering Co. (Consultant). The terms and conditions of the Master Agreement shall govern the mutual responsibility of the parties hereto unless specifically amended by this Contract Amendment.

The Owner and the Consultant for the considerations set forth in the aforesaid MASTER AGREEMENT and this Contract Amendment further agrees as follows.

PROJECT DESCRIPTIONS:

Forest Acres Drainage Improvements

Whereas, Owner has retained Consultant to perform certain engineering services in connection with the Forest Acres Phase 1 and 2A Drainage Improvement Projects. The scope of this task includes construction phase services for Phase 1 only. The Phase 1 project areas is generally described as follows:

> Phase 1 consists of the proposed drainage improvements extending (downstream) from 5th Ave, to Highway 61, to the West Ashley Bikeway, to Magnolia Rd., to (upstream) the stormwater pump station in the West Ashley Bikeway near Playground Road.

Heathwood Drive Drainage Improvements

Whereas, Owner has retained Consultant to perform certain engineering services in connection with the Heathwood Drive Drainage Improvement Project. The scope of this project includes drainage improvements along the east side of Heathwood Drive. The Project Area is described as follows:

> Extend approximately 550 feet north along Heathwood from the intersection of Autumn Lane with Heathwood to an existing cross culvert.

SERVICES

The Consultant will provide construction related services in general accordance with the MASTER AGREEMENT and as further detailed below.

PAYMENT FOR SERVICES

Payment for services shall be based on:

Description	Type of Fee	Total
General Office	Lump Sum	$ 143,150
Field - Construction Observation	Time & Expense	$ 207,750
Material Testing	Time & Expense	$ 131,200
Pre/Post-Const. Survey and Const. Monitoring	Time & Expense	$ 37,600
Const. Monitoring Management and Admin.	Time & Expense	$ 18,300
Public Outreach and Education	Lump Sum	$ 31,175
GIS Database Hosting	Time & Expense	$ 5,400
Reimbursable Expenses	Time & Expense	$ 4,600
TOTAL		**$ 579,175**

Thomas & Hutton will bill the City monthly for each phase referenced above based upon the estimated percentage completion for each phase.

Attachments:

1. Exhibit H - Scope of Services

Exhibit H

Project Understanding/Scope of Services

Forest Acres and Heathwood Drive Drainage Improvements

At the request of the City of Charleston, Thomas & Hutton proposes to complete additional services for the selected drainage improvements for the Phase 1 of the Forest Acres drainage improvement project and the Heathwood Road drainage improvements. These services are in addition to the original scope of services and Amendments No. 1, No. 2 and No. 3 to the original scope of services. The additional services to be provided under Amendment No. 4 are construction phase services and are further detailed below.

The construction phase services will be conducted concurrently for the Forest Acres (Phase 1) and Heathwood Drive Drainage Improvements. The estimated duration of construction phase services is 18 months. If the actual construction duration is significantly longer, this amendment may be modified by mutual agreement of the City and Thomas & Hutton.

CONSTRUCTION RELATED SERVICES

GENERAL OFFICE

The CONSULTANT shall provide the following general, office services during the construction phase of the project:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative.
2. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
3. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed Project that conforms generally to the Contract Documents.
4. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. CONSULTANT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
5. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.
6. *Business/Residential Coordination.* Assist the OWNER in coordinating with the affected businesses and residents along the project.
7. *Utility and SCDOT.* Assist the OWNER with coordinating with the SCDOT and utilities.
8. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit.
9. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
10. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary and required by the specifications, and receive and review all certificates of inspections, tests, and approvals required.
11. *Project Schedule.* Review and approve or take other appropriate action in respect to the Contractor's project schedule and project schedule changes.
12. *Photo and Video Gallery.* Maintain photo and/or video documentation of the project and the project's construction progress. A compiled photo/video gallery will be provided to the OWNER at project close out.
13. *Observation Reports.* Maintain a log of daily (or other interval) observation reports. Provide a weekly summary progress report to the OWNER.

14. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work.
15. *Applications for Payment.* Review Applications for Payment and accompanying supportive documentation and determine the amounts that CONSULTANT recommends Contractor be paid.
16. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, and guarantees. Receive bonds, certificates, or other evidence of insurance not previously submitted, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data.
17. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete.
18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor.

FIELD – CONSTRUCTION OBSERVATION

Visits to Site and Observation of Construction. The CONSULTANT shall make observations of Contractor's work in progress the duration of the Construction. The CONSULTANT shall make visits to the Site at intervals appropriate to the various stages of construction in order to observe the progress and quality of the Work. Site observations and other related duties (review and approval of shop drawings, evaluation of substitutions "or equals", etc.) shall be conducted by SCDOT certified personnel.

At a minimum the CONSULTANT shall make observations of the Contractor's work while in progress for the following:

1. All significant work within a SCDOT right-of-way.
2. All significant work related to the installation of CWS utilities.
3. Installation of all box culverts (if pre-cast). If contractor elects to construct the box culvert by cast-in-place, additional field observation may be required.

MATERIALS TESTING

The following services will be provided in general accordance with SCDOT requirements.

<u>Earthwork Testing</u>

- *Subgrade evaluation.* Evaluate the soils in the locations outlined below to determine if unsuitable materials (such as debris, frozen soils, saturated solids, or otherwise unstable or unsuitable materials) have been removed and to determine if the site has been prepared in accordance with the project Geotechnical Engineering Report.
    - After topsoil has been stripped and prior to site grading activities in proposed building, pavement, retaining wall, and other structural areas.
    - Prior to stone or sand placement in proposed building slab and pavement areas.

  The evaluations may consist of proofrolling observations to help identify areas which pump, rut, or deflect under passage of construction equipment, test pit observations, probing, and/or hand auger borings with Dynamic Cone Penetrometer testing.
- *Undercutting Observations.* When necessary, observe undercutting operations, determine when suitable soil conditions are reached, and measure the approximate length, width, and depth of undercut areas using a tape measure.
- *Compaction Testing.* Randomly perform in-place tests on a part-time basis to measure the compaction of the fill/backfill placed in utility line trenches and other structural areas. Testing will be performed by either the sand cone (ASTM D-1556) or nuclear gauge (ASTM D-6938) method, unless otherwise outlined in project specifications.

- *Laboratory Testing.* Perform laboratory testing to include grain size (ASTM D-422), Atterberg Limits (ASTM D-4318), and standard Proctor (ASTM D-698) testing on representative samples of the fill materials, as needed, to determine general conformance with specifications.

Concrete Sampling, Testing, and Observations

- *Reinforcing Steel and Anchor Bolt Evaluations.* Observe reinforcing steel placement (general layout, number, spacing, size, grade, support, cleanliness, lap splices, and cover) and anchor bolt (length, diameter, number, and general layout) prior to concrete placement for structural elements to evaluate general conformance with plan details.
- *Sampling and Testing of Concrete.* Sample fresh concrete, perform slump (ASTM C-143), air content (ASTM C-173 or C-231), unit weight (ASTM C-138), and temperature (ASTM C-1064) tests, and prepare concrete specimens for concrete placed in structural elements as outlined below:
    - Sets of five 4"x8" cylinders for every 50 cubic yards, or portions thereof, for normal weight concrete, but in no case less than once set for each day concrete is placed.

  After the initial curing on site, return the specimens to the laboratory for additional curing and compressive strength testing. For each set, unless otherwise directed, one specimen will be tested at an age of 7 days and three specimens at 28 days, with one additional specimen held in reserve.
- *Concrete Placement Observations.* Observe concrete conveyance and consolidation techniques. Evaluate batch-to-placement time for general conformance with specifications. Document any segregation or contamination observed during placement.

Aggregate Base Course (ABC) Stone Evaluations and Testing

- *Proofrolling Observations.* Evaluate the stability of the ABC stone by observing proofrolling of the material.
- *In-Place Compaction Testing.* Perform nuclear density tests (ASTM D-6938) to measure the compaction of the material for general conformance with the project specifications.
- *Stone Thickness Measurements.* Measure the document stone thickness by manually advancing a hand auger through the stone or utilizing other hand tools to penetrate the stone at random locations and measuring the material depth with a tape measure.
- *Laboratory Testing.* Perform laboratory testing on a representative stone sample to include gradation (ASTM C-136) and modified Proctor (ASTM D-1557) testing.

Asphalt Pavement Testing

- *Asphalt Placement Observations.* Observe placement and rolling operations, and measure temperature of asphalt at time of placement.
- *In-Place Compaction Testing.* Observe the Contractor perform in-place tests (ASTM D-2950) to estimate the compaction of the asphalt in the field at the time of placement.

PRE/POST-CONSTUCTION SURVEYS AND CONSTRCTION MONITORING

Pre/Post-Construction Condition Survey

An above-ground exterior (i.e., visible from the ground) limited condition, visual survey of selected structures will be performed prior to the beginning of construction activities at the site. The purpose of the limited condition survey is to document the general visible exterior condition of the buildings to serve as a basis for damage claims that might arise during or after construction. This is not to be considered a structural engineering evaluation. Also, please note that a below-grade or subsurface infrastructure evaluation is excluded from our services. Services include visual observations of the general condition of the structures' exterior; collection of digital photographs and video, notes of observed conditions; and the documentation of readily accessible and observed existing cracks (i.e., cracks that can be reached with a 6-ft stepladder). A report documenting the condition survey of the buildings will be prepared and submitted within one week following completion of our field work. A post-construction survey of the selected structures will also be conducted (similar to that described above) and a report prepared.

Crack Monitor Installation

Subsequent to the pre-construction condition survey and prior to any construction activity, crack monitors may be installed with a 6-ft stepladder in areas where significant distress is observed. This monitoring will only be considered in extreme situations and only after consulting with the CITY. The initial readings and crack monitor locations, if installed, will be included in the Pre-Construction Condition Survey Report.

Vibration Monitoring

As needed, vibration monitors will be installed as close to the structure(s) of concern as practical. Earthborn vibration levels will be recorded with an Instantel, Inc. (Minimate Plus, Micromate, or Blastmate or Sigicom (Infra C12) vibration monitor at the following times:

1. Prior to construction, to obtain a baseline of the vibrations at the site under non-construction conditions. We anticipate this service will be performed during the pre-construction condition survey phase.
2. During the excavation (and other associated activities, such as temporary sheet pile installation) process of the drainage improvement features.

The location(s) will be coordinated prior to the start of our vibration recording services and will be based on the proximity of construction activities to the closest neighboring structures. Equipment will be relocated to different areas as construction progresses. During on-going activities, the site will be visited each scheduled recording day to place, retrieve, and recharge the equipment. During the day, monitors will be left on-site unmanned during vibration recording services.

During unmanned vibration recording, the site will be visited weekly to download and store the data from each of the vibration monitors. Vibration monitoring data will be reviewed weekly for exceedances of threshold(s). Appropriate actions (i.e., coordination with the Contractor) will be taken as needed. Vibration monitoring data will be included in daily and monthly reports as necessary.

Upon completion of vibration monitoring services, a formal report documenting the results of our vibration recording will be prepared within one week.

Management and Administration

Materials testing, activities, observations, and test results will be summarized on a Daily Report.

PUBLIC OUTREACH AND EDUCATION

The CONSULTANT will set up, configure, and host a GIS based web application (geothinQ) designed to "tell the story" and history of the drainage improvement project, and to convey/relay pertinent public outreach information to residents and other stakeholders about the construction of the improvements. The Forest Acres geothinQ application will be designed to inform residents of the scheduling and activities surrounding the construction of the drainage improvement project.

City of Charleston staff will populate the City of Charleston existing website with content created by Thomas & Hutton. Portions of the City's website will be configured to work in conjunction with geothinQ (mapping application), and will be connected via a series of web links.

The implementation of the website content and mapping application will fulfill the following needs for the City:

1. Improve public and other stakeholders' access to information regarding the drainage improvement project.
2. Standardize and streamline communication between the CITY and the public and other stakeholders concerning the construction of the drainage improvement project.

Web Site Content Coordination and Application Configuration

The CONSULTANT will create a compelling story of the reasoning and timeline surrounding the study, planning, design, and construction of the drainage improvement project using web site content and a GIS web mapping platform.

The CONSULTANT will create a series of web page mock ups and meet with the CITY to review and revise the design including colors, fonts, logos, and overall presentation.

The CONSULTANT will then design and configure geothinQ for the drainage improvement project. Updates will be made to the web site content and mapping application data at major milestones and/or on a monthly basis for a total of up to 24 data updates during the course of the 18 month project. Updates will NOT include re-designing or custom coding the basic flow and framework of geothinQ.

Geodatabase Design

The CONSULTANT will examine available GIS layers and other inputs for inclusion in the geodatabase. The goal is to build a single comprehensive geodatabase framework or schema used to accommodate and host geographical and other data relating to the drainage improvement project and its construction.

Data that may be included in the geodatabase include:

1. Base Layers
    a. Roads
    b. Parcels
    c. Building Footprints
    d. Aerial Photography
2. Project Study Data
    a. Existing Drainage System
    b. Watershed
    c. Sub-basins
    d. Photographs of Existing Flooding
    e. Proposed Improvements (Phases 1 through 3)
    f. Project Study Process
3. Project Design
    a. Proposed Phase 1 Improvements
    b. Project Permits
4. Construction Related Information
    a. Layout
    b. Construction Schedule
    c. Road Closings / Detours
    d. Construction Progress Photographs

Geodatabase Development

Based upon the geodatabase design, the CONSULTANT will develop, build, and populate a customized database schema for the drainage improvement project.

Map Service Creation

The CONSULTANT will create and host a map service which will connect directly to the geodatabase and serve that information to the Forest Acres geothinQ.

Map Service and Application Hosting

The CONSULTANT will host and maintain the data described herein in a web mapping service on Thomas & Hutton's web server. The CONSULTANT will also manage and maintain geothinQ. The web mapping service and the geothinQ application will be maintained continually for 18 months. This hosting is based on 100 monthly geothinQ sessions. Sessions over and above 100 per month will be billed as additional services in increments of 50 sessions per month.

EXCLUSIONS

Items not included in the Scope of Services for the **Forest Acres Drainage Improvements** are as follows:

- Archaeological survey and report
- Phase One or Phase Two Environmental Assessments
- Endangered species survey and report
- Off-site work unless specifically covered in the scope of services
- Approvals or permits other than those related to the scope of work covered by this contract
- Act as an expert witness for legal activities
- Construction staking
- Performing "as-built" surveys and/or preparation of record drawings
- Preparation of environmental documentation including preparation of Categorical Exclusions and related memoranda

Items not included in the Scope of Services for the **Heathwood Drive Drainage Improvements** are as follows:

- Geotechnical Investigation
- Archaeological survey and report
- Phase One or Phase Two Environmental Assessments
- Endangered species survey and report
- "No Wetland" Verification Survey
- Off-site work unless specifically covered in the scope of services
- Approvals or permits other than those related to the scope of work covered by this contract
- Act as an expert witness for legal activities
- Field staking of existing or proposed easements, road right-of-ways, construction staking;
- Easement plat preparation (we assume that all work will be completed with the existing right-of-way)
- Easement procurement services (appraisals, easement document preparation, etc.)
- Bid procurement related services associated with bidding the project separate from the Forest Acres Drainage Improvement project
- Performing "as-built" surveys and/or preparation of record drawings
- Preparation of environmental documentation including preparation of Categorical Exclusions and related memoranda

The above referenced additional services will not be performed without written authorization from the CITY.

THOMAS & HUTTON
Engineering | Surveying | Planning | GIS | Consulting

Savannah & Brunswick, GA / Charleston, Myrtle Beach, Columbia & Greenville, SC

Estimate of Hours & Cost - Fee Proposal (Addendum 004)

Client **City of Charleston**
Project **Forest Acres Phase 1 / Heathwood Drive Drainage Improvements - Construction Related Services**
By **KEN/RPK**
Date **August 2, 2016**
Revised

Task	Task Description	Project Manager IV / GIS Manager IV	Project Engineer III	Field Rep. IV	QA/QC Mgr II	Designer III	Engineering Tech IV	GIS Analysis IV	GIS Analysis I	Graphic Designer	Admin Clerical II	Sub-Consultant (S&ME)	TOTAL
	Hourly Rate	$160	$145	$115	$115	$115	$125	$125	$100	$115	$75		
	General Office (Lump Sum)												
a	Shop Drawing Review	10		80							20		$ 12,300
b	RFI Reponse	40	80			20					40		$ 23,300
c	Construction Technical Assistance	20	160			20							$ 28,700
d	Business/Residence Coordination	40	40			40					10		$ 17,550
e	Utility and SCDOT Coordination	20	100								20		$ 19,200
f	Applications for Payment	40	100								20		$ 22,400
g	Permit/Project Closeout	20	40	80							20		$ 19,700
	General Office Subtotal	**190**	**520**	**80**	**0**	**0**	**0**	**0**	**0**	**0**	**130**	**$ -**	**$ 143,150**
	Field - Construction Observation (Time & Expense)												
h	Construction Observation [1]	150		1500							150		$ 207,750
	Field - Construction Observation Subtotal	**150**	**0**	**1,500**	**0**	**0**	**0**	**0**	**0**	**0**	**150**	**$ -**	**$ 207,750**
	Material Testing (Time & Expense)												
i	Earthwork Testing [2]											$ 93,700	$ 93,700
j	Concrete Sampling, Testing and Observations [3]											$ 19,700	$ 19,700
k	ABC and Asphalt Evaluations and Testing [4]											$ 17,800	$ 17,800
	Material Testing Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 131,200**	**$ 131,200**
	Pre/Post-Construction Survey and Construction Monitoring (Time & Expense)												
l	Pre/Post-Construction Condition Survey [5]											$ 11,400	$ 11,400
m	Crack Monitoring (if needed)											TBD	TBD
n	Vibration Monitoring [6]											$ 26,200	$ 26,200
	Pre-Construction Survey and Construction Monitoring Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 37,600**	**$ 37,600**
	Material Testing, Pre/Post-Construction Survey and Construction Monitoring Management and Administration (Time & Expense)												
o	Management and Administration											$ 18,300	$ 18,300
	Management and Administration Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 18,300**	**$ 18,300**

THOMAS & HUTTON
Engineering | Surveying | Planning | GIS | Consulting

Savannah & Brunswick, GA / Charleston, Myrtle Beach, Columbia & Greenville, SC

Estimate of Hours & Cost - Fee Proposal (Addendum 004)

Client **City of Charleston**
Project **Forest Acres Phase 1 / Heathwood Drive Drainage Improvements - Construction Related Services**
By **KEN/RPK**
Date **August 2, 2016**
Revised

Task	Task Description	Project Manager IV / GIS Manager IV	Project Engineer III	Field Rep. IV	QA/QC Mgr II	Designer III	Engineering Tech IV	GIS Analysis IV	GIS Analysis I	Graphic Designer	Admin Clerical II	Sub-Consultant (S&ME)	TOTAL
	Hourly Rate	$160	$145	$115	$115	$115	$125	$125	$100	$115	$75		
	Public Outreach and Education (Lump Sum)												
p	Web site Content and Application Configuration	40					40	60		20			$ 21,200
q	Geodatabase Design	10						25					$ 4,725
r	Geodatabase Development							10	20				$ 3,250
s	Map Service Creation								20				$ 2,000
	Public Outreach and Education Subtotal	**50**	**0**	**0**	**0**	**0**	**40**	**95**	**40**	**20**	**0**	**$ -**	**$ 31,175**
	Public Outreach and Education - Web Service Hosting and geothinQ (Time & Expense) (7)												
	Web Service Hosting and geothinQ												$ 5,400
	Additional Sessions over 100/month ($100/50 sessions/month)												TBD
	Total Reimbursable Expenses												**$ 5,400**
	Reimbursable Expenses (Time & Expense)												
	Mileage (8)	3080 miles @ $ 0.58 per mile											$ 1,800
	Printing												$ 500
	Plotting												$ 2,000
	Courier/mail												$ 300
	Total Reimbursable Expenses												**$ 4,600**
	TOTAL PROJECT												**$ 579,175**

Notes:

1. Construction observation assumes 20 hours per week average for field representative over an 18 month construction duration.
2. Based on 5 months of eathwork observations at 50 hours per week
3. Based on 1 month of concrete observation at 50 hours per week
4. Based on 1 month of asphalt observation at 50 hours per week
5. Based on 5 commercial and 13 residential structures
6. Based on one vibration monitoring station deployed for 6 months
7. Based on 18 months of hosting
8. Based on average of 40 miles per week thru duration of construction, plus 10 additional trips (assumed 20 miles per trip).

COMMITTEE / COUNCIL AGENDA

14.)

TO: John J. Tecklenburg, Mayor

FROM: Laura S. Cabiness, PE **DEPT.** Public Service

SUBJECT: FOREST ACRES DRAINAGE IMPROVEMENT PROJECT – PROF SERVICES CONTR

REQUEST: Approval of Amendment #5 of the professional services contract with Thomas & Hutton for design of Phase 2 of the Forest Acres Drainage Improvement Project. Tasks include General Consulting and Project Management, Surveying, Study Phase, Analysis Phase, Design Phase, Permitting, and Property Acquisition.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** 16 August 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐	Frances P. Cantwell	☐
Cap. Proj. Cmte. Chair	☐	☐	Amy Wharton	☐
Dir. of Public Service	☑	☐	Thomas F. O'Brien III	☐
	☐	☐		☐

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

If yes, provide the following: Dept./Div.: 050352 Account #: 58238

Balance in Account $657,850.00 Amount needed for this item $657,850.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

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.

This is **EXHIBIT I**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 8, 2011.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 005

1. *Background Data:*

   a. Effective Date of Owner-Engineer Agreement: March 8, 2011

   b. Owner: City of Charleston

   c. Engineer: Thomas & Hutton Engineering Co.

   d. Project: Forest Acres Drainage Improvements – Phase 1

2. *Description of Modifications:*

   a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

   See attached Exhibit H – Scope of Services dated August 2, 2016.

   b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

   See attached Proposal dated August 2, 2016.

   d. The schedule for rendering services is modified as follows:

   It is estimated the services listed here will be provided during an approximate 6 month schedule.

5. Agreement Summary (Reference only)

a. Original Agreement amount:	$ 94,028.00
b. Net change for prior amendments:	$1,260,390.00
c. This amendment amount:	$ 657,850.00
d. Adjusted Agreement amount:	$2,012,268.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

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

OWNER:	ENGINEER:
_____	_____
By: _____	By: Tony M. Woody, PE
Title: _____	Title: Vice President
Date Signed: _____	Date Signed: 8.4.16

CONTRACT AMENDMENT NO. 05
SUPPLEMENTAL AGREEMENT
BETWEEN OWNER AND ENGINEER
August 2, 2016

Contract Amendment No. 05 is a supplement to our Master Agreement between the City of Charleston (Owner) and Thomas & Hutton Engineering Co. (Consultant). The terms and conditions of the Master Agreement shall govern the mutual responsibility of the parties hereto unless specifically amended by this Contract Amendment.

The Owner and the Consultant for the considerations set forth in the aforesaid MASTER AGREEMENT and this Contract Amendment further agrees as follows.

PROJECT DESCRIPTIONS:

Whereas, Owner has retained Consultant to perform certain engineering services in connection with the Forest Acres Phase 2A and 2B Drainage Improvement Projects. The scope of this task includes channel and road culvert improvements. The Project Areas for these projects is described as follows:

> Phase 2A consists of an approximate 50-foot wide corridor located along the center of the existing drainage ditch which extends from the existing stormwater pump station located near Playground Road just north of the West Ashely Bikeway to the upstream end of an existing roadway culvert located under Playground Road near the intersection with 5th Avenue.
>
> Phase 2B consists of the area extending along the centerline of the existing drainage ditch which begins at the upstream end of the roadway culvert under Playground Road as described above, including both branches of the ditch where it splits at the southwest corner of St. Andrews Park & Playground. The Phase 2B limits extend along the Centerline of the two branches of the existing ditch to the western and northern boundaries of the Palmilla Apartments (formerly the St. Andrews Gardens Apartments).

SERVICES

Our services include those related to the Final Design Phases including data collection services, design services, permitting services, easement plat services, and miscellanea other services such as public and coordination meetings, as may be required as part of the project. A detailed description of the services for each phase is listed in the "Scope of Services" attached.

Additional services which are not included in this Scope of Services are noted in the "Exclusions" section. These services may be completed as outlined in the General Provisions. However, no additional work will be performed without written authorization from the City.

PAYMENT FOR SERVICES

Payment for services shall be based on:

Description	Type of Fee	Fee
Phase 2A Re-Design		
General Consulting Phase	Time & Expense	$7,700
Survey Phase	Lump Sum	$10,970
Study Phase	Lump Sum	$15,210
Design Phase	Lump Sum	$76,280
Permitting Phase	Time & Expense	$18,415
Property/Easement Acquisition Phase	Unit Cost	$104,510
Bidding and Negotiating Phase	Time & Expense	$16,000
		$249,085
Phase 2B Design		
General Consulting Phase	Time & Expense	$13,500
Survey Phase	Lump Sum	$31,240
Study Phase	Lump Sum	$6,040
Design Phase	Lump Sum	$53,485
Permitting Phase	Time & Expense	$37,750
Property/Easement Acquisition Phase	Unit Cost	$266,750
Bidding and Negotiating Phase	Time & Expense	$0
		$408,765
TOTAL PROJECT		**$657,850**

Thomas & Hutton will bill the City monthly for each phase referenced above based upon the estimated percentage completion for each phase.

In Witness Whereof, the parties hereto have made written and executed this Contract Amendment No. 05 as of the day and year above written.

OWNER:

The City of Charleston

BY: _____

TITLE: _____

DATE: _____

CONSULTANT:

Thomas & Hutton Engineering Co.

BY: _____
Tony M. Woody, P.E.

TITLE: Vice President

DATE: _____

Attachments:
1. Exhibit H - Scope of Services

Exhibit H

Project Understanding/Scope of Services

Forest Acres Drainage Improvements

At the request of the City of Charleston (Owner), Thomas & Hutton (Consultant) proposes to complete the study, survey, design, permitting, easement/property acquisition, and bid administration associated with the selected drainage improvements for the Phase 2A and Phase 2B portions of the Forest Acres drainage improvement project.

For the purpose of defining the scope for this proposal, the project area for either section is described as:

> Phase 2A consists of an approximate 50-foot wide corridor located along the center of the existing drainage ditch which extends from the existing stormwater pump station located near Playground Road just north of the West Ashely Bikeway to the upstream end of an existing roadway culvert located under Playground Road near the intersection with 5th Avenue.
>
> Improvements to Phase 2A have been previously designed (as part of the Phase 1 improvements) and included a proposed box culvert at Playground Road that was determined to be in conflict with AT&T duct banks parallel to Playground Road. AT&T informed the City the any relocation of the affected duct banks would be very expensive and take several years to accomplish. After various studies, negotiations and preliminary surveys, it was determined that an alternative to the proposed improvements could be designed and constructed that would not require the relocation of AT&T's duct banks and would meet the capacity, operation and maintenance goals for the improvements of the City. The services listed for Phase 2A are those necessary to re-design and implement the alternative design for this section of improvements that avoid the relocation of the AT&T duct banks.
>
> Phase 2B consists of the area extending along the centerline of the existing drainage ditch which begins at the upstream end of the roadway culvert under Playground Road as described above, including both branches of the ditch where it splits at the southwest corner of St. Andrews Park & Playground. The Phase 2B limits extend along the Centerline of the two branches of the existing ditch to the western and northern boundaries of the Palmilla Apartment Complex.

The following sections define the proposed activities that will be completed as part of the Preliminary/Final Design Phase for Phases 2A and 2B.

PRELIMINARY/FINAL DESIGN PHASE

Phase 2A Re-Design

General Consulting Phase

The Consultant will coordinate with the City of Charleston, AT&T, SCDOT, and other affected stakeholders (other utility companies, affected property owners, etc.) for the re-design to the proposed drainage improvements for Phase 2A. The coordination may include meetings, correspondence, and other coordination to complete the design of the alternative improvements.

The Consultant will coordinate with the City, AT&T, and SCDOT to facilitate reviews and approvals of the design alternative. It is anticipated that approximately three coordination meetings with various parties will be required. We will also conduct additional coordination as needed in order to provide additional communications, memorandums, and revisions as requested by the City and SCDOT.

Survey Phase

A design survey will be conducted of the recommended improvement alignment. The design survey of the additional area will be included in revised design. The survey will include a strip survey of Playground Road from 5th Avenue to the West Ashley Bikeway. The design survey will include the location, marking, and survey of additional utilities in the project area.

Study Phase

Based on previously completed AT&T duct bank "pot holing" and surveys, it has been preliminarily determined that conditions are such that a potential alternative plan and design could be developed. The Consultant will investigate potential alternatives to the current drainage design at Playground Road. The investigation will focus on a design that meets the City's and SCDOT's design standards, is consistent with previous design assumptions (as approved by the City and SCDOT), and will not require the relocation of the existing AT&T conduit banks in Playground Road.

The study phase will utilize survey (as updated) and design AutoCAD files, as well as existing watershed mapping conducted for the original design of the project. The alternative hydrologic and hydraulic investigation will be based on the previously developed ICPR model (previously reviewed and approved by SDCOT). At this time, the proposed alternative design to be investigated includes the realignment of the ditches approaching Playground Road, a very hydraulically efficient crossing of Playground Road (possibly including a weir/sluice structure over the AT&T duct banks and a bridge/3-sided structure supporting Playground Road). The alternative would also include a low- (or base-) flow bypass system to address the flows below the existing elevations of the AT&T duct banks.

Design Phase

Geotechnical Analysis

Based on the proposed alternative design, a geotechnical analysis will be conducted. The extent on the geotechnical analysis will depend on the Playground Road alternative chosen (box culvert structure or bridge type structure).

Box Culvert Option – Two CPT soundings will be conducted and the geotechnical report (developed for the original design) will be supplemented/updated.

Bridge Option – One CPT sounding to marl, one soil test boring to marl, and supporting laboratory work will be conducted. A geotechnical bridge report will be prepared.

Design

The Consultant will develop a set of design plans to include the alternative design developed during the study phase. The design phase will include the preparation of site plans, profiles, and details of the proposed design alternative. The revised design plans will be reviewed with the City, AT&T, and SCDOT as necessary. Revisions to the design plans will be made in response to received comments.

The design and design plans will be developed at 30%, 70% and 100% intervals. Estimates of probable construction costs will be developed and updated at each interval. At this time, it anticipated that a standalone set of plans will be prepared for this portion of the project.

Permit Phase

The Consultant will coordinate the submission of an SCDOT Encroachment Permit for the revised design at Playground Road. The previously approved hydrologic and hydraulic design report will be updated and submittal to SCDOT. The design drawings will also be submitted for approval. We will coordinate with SCDOT and pursue the issuance of the encroachment permit for the revised design.

Note that the current delineation for Phase 1 and 2A of the project area indicates that the ditch is non-jurisdictional. It is assumed that no wetland impacts permitting will be required in associated with the re-design.

The Consultant will coordinate the submission of a NPDES permit modification for the redesigned improvements from OCRM/SCDHEC. It is anticipated that the previously issued NPDES coverage for the project (Phase 1 and 2A) can be modified to include the anticipated improvements under the re-design.

All permit fees will be provided by the Consultant. Note that all services and reimbursables under the Permit Phase are provided on a time and expense basis.

Property/Easement Acquisition Phase

All services under this phase (excluding plat or sub-division preparation services) to be provided by our sub-consultant, Property Acquisitions & Negotiations (PAN) Inc.

Title Research

PAN will contract with a South Carolina title attorney to provide 40-year title searches to determine fee ownership and any encumbrances on the properties to be acquired. Title attorney will provide one update prior to closing as needed. Any additional updates due to project delays will be provided as additional services.

On any tracts where a title report shows an heirs property, PAN will work with providing the City the known heirs and addresses for condemnation.

Appraisal

An appraisal will be completed for each tract from which land is acquired. This will set just compensation and the amount offered to the property owner. Appraisal reports will be prepared by a licensed South Carolina appraiser. All appraisals will be prepared in accordance with Uniform Standards of Professional Appraisal Practice.

Appraisal Review

Once each appraisal has been completed, the report will be reviewed by a qualified reviewing appraiser, as required by federal regulations. The reviewing appraiser will approve the report or request changes. Once the report has been approved it will be sent to the City for authorization to tender the approved offer. PAN will coordinate with the City when sending the appraisals and reviews for approval and signatures.

Once the appraisal review has been completed, the City will be required to approve the appraised amount before PAN can tender offers to the property owners. The City will sign and date the appraisal review and provide PAN with the original document once completed. It is assumed that the City approval process will take approximately two weeks.

Negotiations

PAN will conduct initial contacts with each affected landowner to request permission to survey, determine ownership, explain the process, verify accuracy of property lines, and explain the effects of the project on the property.

Once the offer has been tendered, PAN will work to conclude negotiations and reach a settlement. PAN will submit any counter-offers, and recommendation for settlement to the City for approval.

With the approval and express written consent of the City, PAN is authorized to offer a landowner up to an amount based on the appraised value of the landowner's property (as approved by the Real Estate Committee of City Council) to acquire as necessary, either the title to or an easement on the landowner's property.

Closings

Prior to negotiations with the landowner(s) to acquire title to or an easement on the landowner's property, PAN will provide the City with title opinions on each property within the scope of the contract to determine ownership, what encumbrances, if any, exist on the properties that need to be satisfied or released prior to PAN recording the deeds, easements or other applicable documents as hereinafter defined and subject to the requirements of this Agreement.

For the properties being acquired by the City and based upon the City's direction, PAN shall negotiate a satisfaction or release of any encumbrance with the landowner(s) and their creditors. PAN shall provide title insurance on all properties in which a fee interest is being acquired. Title insurance on easements shall be determined by the City on a case by case basis.

Once an approved negotiated settlement is reached, PAN will prepare the necessary conveyance documents, including deeds, easements, mortgage or judgment satisfactions or subordinations (the "Conveyance Documents"), obtain an executed Request for Taxpayer

Identification Number and Certification Form (Form W-9) and the taxpayer identification number(s) from the landowner(s) and prepare a payment request to the City for issuance of payment.

Prior to delivering the payment to the owner and recording Conveyance Documents, PAN will update the title on each property before recording the deed or easement to ensure there are no new deeds, easements or other encumbrances on the property. If no new deeds, easements or other encumbrances have been recorded since the issuance of the title opinions, PAN will issue the payment to the owner and immediately record the Conveyance Documents.

For fee simple property acquisition, once the appraisals and negotiations have been concluded, a title to real estate will be generated and submitted to the City for review. Once approved, PAN will make a payment request from the City for the negotiated amount and at the same time their title attorney will arrangements for a title policy. PAN will then arrange for the original owner to sign the documents and then be issued payment and then have the documents recorded.

Once all parties have been paid, PAN will record the documents. PAN will provide the City with the original recorded documents once the project is completed.

The City will need to approve the easement document and title to real estate document to be used for this project.

Project Management

PAN's Project Manager will manage all activities, provide monthly status reports for the project, and will be available to meet with the City to discuss the bi-weekly.

Easement or Property Sub-division Plats

Thomas & Hutton will complete a partial boundary survey and prepare easement plats for drainage easements or property sub-division plats for fee simple acquisitions. Property sub-division plats have been prepared previously for most parcels associated with Phase 2A. These plats will be reviewed, revised (if necessary) and used for property acquisition for Phase 2A. Additional drainage improvements along Playground Road will require approximately five additional drainage easements.

If additional easement or property sub-division plats become necessary other than those referenced above, the preparation of these plats will be considered an additional service to the project and a budget authorization request will be submitted to the City for review and approval prior to commencement of the additional work.

Bidding and Negotiating Phase

Thomas & Hutton will assist the City in soliciting and receiving bids on the proposed project after acceptance, approval, and permits have been received from the applicable agencies. Such assistance will include:

- Preparation of a bid package and Contractors bid list
- Prepare invitation to bid for prospective Contractors
- Coordinate and attend a pre-bid conference
- Issue clarification requests or bid addendums, if necessary

- Attend bid opening
- Receive construction bids
- Prepare a bid abstract
- Evaluate the bids

Thomas & Hutton will provide to the City digital copies in pdf format on CD of the bid documents for distribution in addition to providing hard copy sets to the various plan rooms (up to three plan room submittals). Thomas & Hutton will also assist the City by coordinating with the Post & Courier to advertise the Invitation to Bid on behalf of the City. Additionally, if requested by the City, Thomas & Hutton will assist in contract negotiations between the City and the Contractor.

Phase 2B Design

General Consulting Phase

The Consultant will coordinate with the City of Charleston, SCDOT, and other affected stakeholders (other utility companies, affected property owners, etc.) for the design of the proposed drainage improvements for Phase 2B. The coordination may include meetings, correspondence, and other coordination to complete the design of the improvements.

The Consultant will coordinate with the City, SCDOT, and other stakeholders to facilitate reviews and approvals of the improvements. It is anticipated that approximately three coordination meeting with various parties will be required. We will also conduct additional coordination as needed in order to provide additional communications, memorandums, and revisions as requested by the City and SCDOT.

Study Phase

Thomas & Hutton has previous completed a study of the entire Forest Acres and 5th Avenue Drainage Basins as part of this project. Most improvements within Phase 2B have been identified and conceptually designed. These improvements are planned to be implemented under this (Phase 2B) section of the project.

The City has requested that Thomas & Hutton investigate (and implement if possible) improvements to drainage north of Highway 61, along Heathwood Drive. This area was previously identified as draining away from the Forest Acres Basin (to the Plantation Basin). Thomas & Hutton will modify the existing proposed conditions modeling to investigate the potential of improving drainage in this area. If feasible and approved by the City, Thomas & Hutton will implement these drainage improvements in the Phase 2B project plans (and all other associated phases – permitting, easement acquisition, etc.)

Survey Phase

Utility Locate

In the area of roads, a private utility location service will mark the locations of underground utilities based on a C/D subsurface utility exploration (SUE) quality level. C/D SUE level consists of indication of the presence and approximate horizontal locations (accurate to within 3 feet either side of the actual utility location) by surveying visible aboveground utility features, such as manholes, valve boxes, posts, etc., and by using professional judgment, correlating this information with existing utility records.

During the conceptual phase of this project, several utilities were identified which may require an additional level of SUE location. These utilities include lines which potentially cross the proposed drainage improvement alignment in Phase 2B at Falkirk Drive and Brookwood Circle. The utility location for these utilities will include potholing, which consists of exposing the top of the utility with a small hole (4 – 6 inches), and measuring to the top of the existing utility.

Wetland Survey

A comprehensive delineation of all wetlands within the Phase 2B project areas will be completed. This task will include the identification and field demarcation of all wetlands and coordination with survey crews to complete a field survey of the delineated wetlands/critical area.

Design Survey

The design survey will consist of the following:

Perform field surveys that adequately describe the Project area. This work will consist of the location of the following items in the project area:

- Pipes - Inverts, size and type of drainage pipes and driveway culverts;
- Ditches - Top and bottom of slope plus center line inverts. Sections will coincide with road section locations Include existing ditch invert elevation at the ends of a culvert.
- Aboveground Features – Fixed features within the project area including power poles, guy wires, hydrants, monument sign(s), mailboxes, fences, grand trees and tree lines.
- Underground Utilities – The underground utilities referenced in the Subsurface Utility Location section will be surveyed. Survey information will include horizontal locations as well as elevations to the top of the larger utilities reference above.
- Roads - Survey edge of pavement (both sides) and centerline. If curb exists within project limits, include back of curb elevation and type of curb (18" stand-up, roll-curb, etc.)
- Trees – All trees subject to the City of Charleston tree ordinance will be surveyed.
- Horizontal information will be tied to an alignment that is located through the center of the project area.

Perform topographical survey of the project alignment by taking cross sections, at a minimum, of every 50' along alignment, extending at a minimum of 50' each side of the alignment unless specified otherwise. Survey limits shall extend a minimum of 100' along intersecting streets (side roads). Alignment shall be the center line of the proposed improvements unless otherwise noted. TMS and property information will be provided for adjacent properties.

Perform surveys delineating the wetlands boundaries.

Horizontal information shall be tied to State Plane Coordinates unless specified otherwise by the City. Vertical information shall be based the NAVD-88 datum

Thomas & Hutton will provide a list of contact information for adjacent property owners to the City's program staff. Once project letters have been sent to the community by the City, survey activities will commence. Survey personnel will carry a copy of the letter at all times.

Design Phase

A limited geotechnical investigation and analysis will be conducted at culvert locations.

The recommended drainage improvements have been evaluated as part of the conceptual phase of this project. This project will consist of implementing the recommended drainage improvements by developing construction plans for Phase 2B. The improvements will be designed to meet current SCDOT standards.

The construction plans for Phase 2B will consist of the following sheets:

- Cover Sheet
- Legend & Abbreviations Sheet
- General Notes
- Plan and Profile Sheet(s)
- Stormwater Prevention Plan Sheets
- Erosion & Sediment Control Detail Sheet
- Paving, Grading and Drainage Detail Sheet
- Traffic Control Plan
- Applicable SCDOT Detail Sheets

Generally, SCDOT standard specifications will be used including the use of SCDOT pay item list and quantities while preparing cost estimates. The design will be based upon SCDOT design manuals. Thomas & Hutton will provide any special provisions that are not provided by the standard SCDOT provisions.

Deliverables will include the 30% submittal of a preliminary set of plans and cost estimate to the City for review. Once comments have been addressed from the City, a 70% submittal will be developed for the review of the City and other permitting agencies identified below. Upon receipt of comments from the City and the other permitting agencies, a final set of plans and cost estimate will be submitted to the City.

It is anticipated that a limited amount of water and sewer relocations in the Phase 2B project areas will need to be designed and incorporated into the overall construction documents. If significant utility relocation design is required, these activities will be considered additional services to the project and a budget authorization request will be submitted to the City for review and approval prior to commencement of the additional work.

There are a significant number of mature trees in the project area that may need to be removed in order to implement the proposed drainage improvements. It is anticipated that the development of a tree mitigation plan may be required to mitigate the removal of the existing trees. At this time, this effort cannot be estimated and thus can be provided at a later date as an additional service.

Permitting Phase

Permit packages will be prepared for submittal to applicable agencies for review and issuance of required permits. It is anticipated that the following permits will be required:

- City's Engineering Department (MS4 Stormwater Permit);
- SCDHEC-OCRM – CZC and NPDES Construction General Permit;
- Army COE – Wetland Permitting (Nation Wide Permit); and,
- SCDOT – Roadway Encroachment.

Thomas & Hutton will coordinate with these agencies for the review and approval of the proposed drainage improvements. Note that it is assumed that the planning and conceptual design/calculations can be used as part of the OCRM, COE and SCDOT permit submittals. If specialized additional calculations or modeling are required by these agencies, the preparation of the additional calculations will be considered as additional services.

All permit fees will be provided by the Consultant. Note that all services and reimbursables under the Permit Phase are provided on a time and expense basis.

Property/Easement Acquisition Phase

All services under this phase (excluding plat or sub-division preparation services) are to be provided by our sub-consultant, Property Acquisitions & Negotiations (PAN) Inc.

Title Research

PAN will contract with a South Carolina title attorney to provide 40-year title searches to determine fee ownership and any encumbrances on the properties to be acquired. Title attorney will provide one update prior to closing as needed. Any additional updates due to project delays will be provided as additional services.

On any tracts where a title report shows an heirs property, PAN will work with providing the City the known heirs and addresses for condemnation (see condemnation section below).

Appraisal

An appraisal will be completed for each tract from which land is acquired. This will set just compensation and the amount offered to the property owner. Appraisal reports will be prepared by a licensed South Carolina appraiser. All appraisals will be prepared in accordance with Uniform Standards of Professional Appraisal Practice.

Appraisal Review

Once each appraisal has been completed, the report will be reviewed by a qualified reviewing appraiser, as required by federal regulations. The reviewing appraiser will approve the report or request changes. Once the report has been approved it will be sent to the City for authorization to tender the approved offer. PAN will coordinate with the City when sending the appraisals and reviews for approval and signatures.

Once the appraisal review has been completed, the City will be required to approve the appraised amount before PAN can tender offers to the property owners. The City will sign and date the appraisal review and provide PAN with the original document once completed. It is assumed that the City approval process will take approximately two weeks.

Negotiations

PAN will conduct initial contacts with each affected landowner to request permission to survey, determine ownership, explain the process, verify accuracy of property lines, and explain the effects of the project on the property.

Once the offer has been tendered, PAN will work to conclude negotiations and reach a settlement. PAN will submit any counter-offers, and recommendation for settlement to the City for approval.

With the approval and express written consent of the City, PAN is authorized to offer a landowner up to an amount based on the appraised value of the landowner's property (as approved by the Real Estate Committee of City Council) to acquire the easement on the landowner's property.

Closings

Prior to negotiations with the landowner(s) to acquire an easement on the landowner's property, PAN will provide the City with title opinions on each property within the scope of the contract to determine ownership, what encumbrances, if any, exist on the properties that need to be satisfied or released prior to PAN recording the easements or other applicable documents as hereinafter defined and subject to the requirements of this Agreement.

For the properties being acquired by the City and based upon the City's direction, PAN shall negotiate a satisfaction or release of any encumbrance with the landowner(s) and their creditors. Title insurance on easements shall be provided by PAN if requested by the City on a case by case basis.

Once an approved negotiated settlement is reached, PAN will prepare the necessary conveyance documents, including easements, mortgage or judgment satisfactions or subordinations (the "Conveyance Documents"), obtain an executed Request for Taxpayer Identification Number and Certification Form (Form W-9) and the taxpayer identification number(s) from the landowner(s) and prepare a payment request to the City for issuance of payment.

Prior to delivering the payment to the owner and recording Conveyance Documents, PAN will update the title on each property before recording the easement to ensure there are no new deeds, easements or other encumbrances on the property. If no new deeds, easements or other encumbrances have been recorded since the issuance of the title opinions, PAN will issue the payment to the owner and immediately record the Conveyance Documents.

Once all parties have been paid, PAN will record the documents. PAN will provide the City with the original recorded documents once the project is completed.

The City will need to approve the easement document and title to real estate document to be used for this project.

Project Management

PAN's Project Manager will manage all activities, provide monthly status reports for the project, and will be available to meet with the City to discuss the bi-weekly.

Easement Plats

Thomas & Hutton will complete a partial boundary survey and prepare easement plats for drainage easements for the affected properties in Phase 2B. Approximately fourty-five (45) parcels have been identified as affected by this proposed project. Some of these parcels are known to include drainage easements, however, the size and configuration of the existing

easement may not accommodate the proposed improvements. Additional easement areas may be required. Only parcels where a new easement or easement area is required will be included for platting.

If additional easement or property sub-division plats become necessary other than those referenced above, the preparation of these plats will be considered an additional service to the project and a budget authorization request will be submitted to the City for review and approval prior to commencement of the additional work.

Bidding and Negotiating Phase

Thomas & Hutton will assist the City in soliciting and receiving bids on the proposed project after acceptance, approval, and permits have been received from the applicable agencies. Such assistance will include:

- Preparation of a bid package and Contractors bid list
- Prepare invitation to bid for prospective Contractors
- Coordinate and attend a pre-bid conference
- Issue clarification requests or bid addendums, if necessary
- Attend bid opening
- Receive construction bids
- Prepare a bid abstract
- Evaluate the bids

Thomas & Hutton will provide to the City digital copies in pdf format on CD of the bid documents for distribution in addition to providing hard copy sets to the various plan rooms (up to three plan room submittals). Thomas & Hutton will also assist the City by coordinating with the Post & Courier to advertise the Invitation to Bid on behalf of the City. Additionally, if requested by the City, Thomas & Hutton will assist in contract negotiations between the City and the Contractor.

EXCLUSIONS

Items not included in the Scope of Services for the **Forest Acres Drainage Improvements Phase 2A/ 2B Design** are as follows:

- Archaeological survey and report
- Phase One or Phase Two Environmental Assessments
- Endangered species survey and report
- Off-site work unless specifically covered in the Scope of Services
- Approvals or permits other than those related to the scope of work covered by this contract
- Act as an expert witness for legal activities
- Field staking of existing or proposed easements, road right-of-ways, construction staking
- Performing "as-built" surveys and preparation of record drawings
- Preparation of environmental documentation including preparation of Categorical Exclusions and related memoranda
- Construction Phase Services, including construction observation and/or technical assistance during construction

Forest Acres Drainage Improvement Projects - Phase 2
Proposal Cost Breakdown
Prepared: August 2, 2016

Task	Description	Project Mgr IV	Proj Eng III	Proj Eng II/LA II	Designer III	Designer I Engineering Tech I	CADD Tech III	Survey Mgr I	Survey Party (2-men)	Survey Tech II	Admin Clerical II	T&H Unit Costs			TOTAL LABOR	Low County Locates	Newdirk Environmental	S&ME	PAN			Direct Non-Salary (Expenses)	TOTAL TASK
	Hourly Rate:	$160.00	$145.00	$135.00	$115.00	$100.00	$90.00	$130.00	$125.00	$85.00	$75.00	Parcels	Unit Cost	Total Cost					Parcels	Unit Cost	Total Cost		
I. Phase 2A Re-Design																							
	General Consulting Phase																						
	Coordination	24			24						8				$7,200.00							$500	$7,700.00
	Survey Phase																						
	Design Survey (Playground Road)						4	16	32	18					$7,970.00	$2,500						$500	$10,970.00
	Study Phase																						
	Alternatives Analysis	18			40										$7,480.00								$7,480.00
	H&H / Report	18			40										$7,480.00							$250	$7,730.00
	Design Phase																						
	Geotechnical Analysis	4													$640.00			$19,000					$19,640.00
	30% Submittal	9		78			32								$14,850.00							$100	$14,950.00
	70% Submittal	18		104			40								$20,520.00							$100	$20,620.00
	100% Submittal	9		78			24								$14,130.00							$100	$14,230.00
	Preliminary Cost Estimates	4		9	18						2				$4,075.00							$200	$4,275.00
	Final Cost Estimates	4		4	9						2				$2,365.00							$200	$2,565.00
	Permitting Phase																						
	Wetland/Critical Area Permit (None)														$0.00								$0.00
	NPDES Const. General Permit (Modification)	2	4		12		9				4				$3,390.00							$2,250	$5,640.00
	SCDOT Encroachment - Application	4	9		40		9				4				$7,655.00							$1,000	$8,655.00
	SCDOT Encroachment - Revisions	4	8		18										$3,870.00							$250	$4,120.00
	Easement/Property Acquisition Phase (Unit Costs)																						
	Title Research (including one update) - Easements														$0.00				10	$490	$4,900		$4,900.00
	Title Research (including one update) - Fee Simple														$0.00				8	$550	$4,400		$4,400.00
	Appraisals Reports														$0.00				18	$920	$16,560		$16,560.00
	Appraisals Review														$0.00				18	$350	$6,300		$6,300.00
	Negotiations/Closing/ Man.(incl. mortgage release)														$0.00				18	$3,450	$62,100		$62,100.00
	Title Insurance (Budget)														$0.00						$5,000		$5,000.00
	Plat Services											5	$1,000	$5,000	$5,000.00							$250	$5,250.00
	Bidding and Negotiating Phase Services																						
	Bid Administration	20		80		20									$16,000.00								$16,000.00
	Total Hours	**138**	**21**	**353**	**201**	**20**	**118**	**16**	**32**	**18**	**20**												
	Subtotal	**$22,080**	**$3,045**	**$47,655**	**$23,115**	**$2,000**	**$10,620**	**$2,080**	**$4,000**	**$1,530**	**$1,500**				**$122,625.00**	**$2,500.00**	**$0.00**	**$19,000.00**		**$99,260.00**		**$5,700.00**	
																						Phase 2A Total	**$249,085.00**

Forest Acres Drainage Improvement Projects - Phase 2
Proposal Cost Breakdown
Prepared: August 2, 2016

Task	Description	Project Mgr IV	Proj Eng III	Proj Eng II/LA II	Designer III	Designer I Engineering Tech I	CADD Tech III	Survey Mgr I	Survey Party (2-men)	Survey Tech II	Admin Clerical II	T&H Unit Costs			TOTAL LABOR	Low County Locates	Newdirk Environmental	S&ME	PAN			Direct Non-Salary (Expenses)	TOTAL TASK
	Hourly Rate:	$160.00	$145.00	$135.00	$115.00	$100.00	$90.00	$130.00	$125.00	$85.00	$75.00	Parcels	Unit Cost	Total Cost					Parcels	Unit Cost	Total Cost		
II. Phase 2B Design																							
	General Consulting Phase																						
	Coordination	40			40						20				$12,500.00							$1,000	$13,500.00
	Survey Phase																						
	Design Survey	4						40	140	40					$26,740.00	$2,500						$2,000	$31,240.00
	Study Phase																						
	Hwy 61/Heathwood Improvements	9			40										$6,040.00								$6,040.00
	H&H / Report (assumes included w/ Ph 2A)														$0.00								$0.00
	Design Phase																						
	Geotechnical Analysis	4													$640.00			$5,000					$5,640.00
	30% Submittal	9		20			80								$11,340.00							$100	$11,440.00
	70% Submittal	18		9			120								$14,895.00							$100	$14,995.00
	100% Submittal	9		20			80								$11,340.00							$100	$11,440.00
	Preliminary Cost Estimates	4		16	24						4				$5,860.00							$200	$6,060.00
	Final Cost Estimates	4		8	16						2				$3,710.00							$200	$3,910.00
	Permitting Phase																						
	Wetland/Critical Area Permit	4					20								$2,440.00		$14,300					$1,000	$17,740.00
	NPDES Const. General Permit	2	4		12		9				4				$3,390.00							$2,250	$5,640.00
	SCDOT Encroachment - Application	4	20		40		9				4				$9,250.00							$1,000	$10,250.00
	SCDOT Encroachment - Revisions	4	8		18										$3,870.00							$250	$4,120.00
	Easement/Property Acquisition Phase (Unit Costs)																						
	Title Research (including one update)														$0.00				45	$490	$22,050		$22,050.00
	Appraisals Reports														$0.00				45	$920	$41,400		$41,400.00
	Appraisals Review														$0.00				45	$350	$15,750		$15,750.00
	Negotiations/Closing/ Man.(incl. mortgage release)														$0.00				45	$2,990	$134,550		$134,550.00
	Title Insurance (Budget)														$0.00						$5,000		$5,000.00
	Plat Services											45	$1,000	$45,000	$45,000.00							$3,000	$48,000.00
	Bidding and Negotiating Phase Services																						
	Bid Administration (assumes Bidding w/ Ph 2A)														$0.00								$0.00
	Total Hours	115	32	73	190		318	40	140	40	34												
	Subtotal	$18,400	$4,640	$9,855	$21,850	$0	$28,620	$5,200	$17,500	$3,400	$2,550				$157,015.00	$2,500.00	$14,300.00	$5,000.00		$218,750.00		$11,200.00	
																						Phase 2B Total	$408,765.00

COMMITTEE / COUNCIL AGENDA

15.)

TO: John J. Tecklenburg , Mayor

FROM: CHIEF GREGORY MULLEN **DEPT.** POLICE

SUBJECT: AGREEMENT BETWEEN CITY OF CHARLESTON AND JAMES ISLAND CHARTER HIGH SCHOOL FOR ONE (1) CITY OF CHARLESTON POLICE DEPARTMENT SCHOOL RESOURCE OFFICER TO BE ASSIGNED TO JAMES ISLAND CHARTER HIGH SCHOOL FOR 2016-2017 SCHOOL YEAR.

REQUEST: APPROVE AGREEMENT BETWEEN CITY OF CHARLESTON AND JAMES ISLAND CHARTER HIGH SCHOOL FOR ONE (1) CITY OF CHARLESTON POLICE DEPARTMENT SCHOOL RESOURCE OFFICER TO BE ASSIGNED TO THE JAMES ISLAND CHARTER HIGH SCHOOL FOR 2016-2017 SCHOOL YEAR. JAMES ISLAND CHARTER HIGH SCHOOL SHALL REIMBURSE THE CITY OF CHARLESTON FOR THE COSTS ASSOCIATED WITH THE SCHOOL RESOURCE OFFICER.

COMMITTEE OF COUNCIL: _____ **DATE:** _____

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	x		[illegible]	x
Police Department	x		[illegible]	
Chief Financial Officer			Amy Wharton	

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

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

Balance in Account _____ Amount needed for this item $ _____

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

NEED: Identify any critical time constraint(s).

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 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

AGREEMENT BETWEEN

The James Island Charter High School
And
City of Charleston Police Department
For
The School Resource Officer Program, 2016-2017 School Year

I. Rights and Duties of the Chief of Police

The Chief of Police shall provide one (1) School Resource Officer (hereinafter referred to as "SRO") to James Island Charter High School (JICHS) as follows for the 2016-2017 School year, beginning on August 15, 2016 and ending on June 2, 2017:

A. Number and funding of SRO:

1. The Chief of Police shall assign one (1) regularly employed police officer to James Island Charter High School.

JICHS shall fund one (1) police officer at the rate of $34,900 for the term of this agreement

2. The Chief of Police shall assign the respective team commander or his designee during the regular school year to oversee the police officer assigned above and to perform scheduled or non-scheduled visits to the high school.

3. The Chief of Police shall provide a monthly report of calls for service and criminal incidents to the Principal. The report shall include trend data with a narrative explanation.

B. Regular Duty Hours of SRO:

1. An SRO shall be assigned on a full-time basis during the regular school year of eight (8) hours a day. (Note: An SRO may be called upon to leave the assigned school when he or she is needed at another school for a call for service to handle a criminal incident.) The Supervisor may temporarily reassign any SRO during school holidays and vacations during the school year or during the period of law enforcement emergencies. Availability of an SRO during the summer months is at the discretion of the Chief of Police or his designee, and shall be the subject of a separate agreement.

2. The SRO assigned to the above schools will be permitted to travel to off-campus based programs in the City of Charleston that are a part of the school at the request of the Principal or the Assistant Principal and with

the consent of the Chief of Police or his designee for educational purposes and emergencies.

C. Duties of SRO:

1. Instructional responsibility of SRO in the school:

a. The SRO shall act as an instructor for specialized short-term programs at all schools when approved to do so by the Principal or a member of the faculty.

b. The SRO shall act in the capacity of law enforcement officer, teacher and counselor for Public Safety classes.

2. Additional duties and responsibilities of SRO:

a. The SRO shall coordinate all of his/her activities and programs with the Principal and staff members concerned and will seek advice and guidance prior to enactment.

b. The SRO shall develop expertise in presenting various law related subjects to students. The SRO will submit the subject and the number of classes taught on the monthly report. This information will be kept for review by the JICHS Facility Security and Emergency Preparedness Office and the Charleston City Police Department.

c. The SRO shall encourage individual and small group discussions with students, based upon materials covered in class, to further establish rapport with the students.

d. When requested by the Principal, the SRO shall attend parent and faculty meetings to solicit support and understanding of the SRO program.

e. The SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.

f. The SRO shall become familiar with all community agencies, which offer assistance to youth and their families, such as mental health clinics, drug assistance centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to students, parents, faculty, and staff.

g. The SRO shall assist the Principal in developing plans and strategies to prevent or minimize dangerous situations.

h. Should it become necessary to conduct formal police interviews with the students and/or faculty, the SRO shall inform the Principal or his/her designee and adhere to law enforcement policy as well as other legal requirements with regards to such interviews.

i. The SRO shall take law enforcement actions as required against intruders and unwanted guests who may appear at the school and related school functions to the extent that the SRO may do so under authority of the law. As soon as practical, the SRO shall make the Principal aware of such action.

j. The SRO shall give assistance to other police officers and deputies in matters regarding his/her school assignment whenever necessary. The SRO shall, whenever possible, participate in school functions as they relate to the duties of the SRO.

k. The SRO shall maintain detailed and accurate records of the School Resource Officer Program on a monthly basis and shall forward same to the SRO supervisor who will forward copies to the Principal or his/her designee.

l. The SRO shall not act as a school disciplinarian as disciplining students is a school responsibility. SROs are not to be used for regularly assigned lunchroom duties, as hall monitors, or for other monitoring duties. If there is a problem, the SRO shall assist the school until the problem is solved.

m. If an incident is a violation of the law, the Principal shall contact the SRO and his/her supervisor immediately. The SRO shall then determine whether law enforcement action is appropriate.

n. In cases of contested expulsions, the SRO will provide case information or testimony to the Principal or his/her designee, and upon the request of the Principal or his/her designee, testimony at the hearing, unless such testimony could hinder a criminal prosecution.

3. Co-curricular activities and school functions.

a. Upon request of the Principal or his/her designee, and approval of the Chief of Police or his designee, an SRO may accompany his/her school to events outside of the City of Charleston and

within the State of South Carolina for purposes of providing law enforcement services as authorized by state law. See. S.C. Code (Ann.) Sec. 5-7-12. Under no circumstances may the SRO in his or her official capacity, accompany his/her school to events outside the state of South Carolina.

b. When the SRO works outside of the normal weekly school hours, which includes but it not limited to providing services for the events described in paragraph a. above, the payment for the SRO shall be based on an hourly rate, at time and a half, determined by Charleston City Police Department Policy, and in effect upon execution of this agreement. Payment for these services shall be made directly to the City of Charleston. All overtime shall be approved in advance and in writing by the Principal or his/her designee. (This sub-section does not apply to off-duty services that may be provided by individual officers.)

II. Program Goals and Evaluation

The JICHS seeks the assistance of the City of Charleston Police Department in keeping our schools safe and orderly.

The Charleston City Police Department in conjunction with the JICHS shall develop program goals and objectives for the School Resource Officer Program. These program goals shall be in line with the JICHS's action plan for a safe school climate. This means that the SRO will be an active law enforcement official on campus, a classroom instructor and a resource for teachers, students and parents. The SRO shall also be active in conferences, counseling and referrals. Indicators of success shall be developed objectively and independently to measure how well goals and objectives were obtained.

The Charleston City Police Department shall evaluate the effectiveness of the School Resource Officer Program and report monthly to the JICHS on the SROs activities.

III. Rights and Duties of the School District

JICHS shall provide the SRO with the following materials and facilities, which are deemed necessary to the performance of the SRO's duties.

A. Access to an air-conditioned and properly lit private office. This office shall contain a telephone along with a school computer, which will be used for general business purposes. Only the SRO will have access to this office.

B. A location for files and records, which can be properly locked and secured within the office.

C. A desk with drawers, an office chair, and filing cabinet.

IV. Employment Status of School Resource Officer

The Charleston City Police Department shall be responsible for the recruiting of SRO. The Charleston City Police Department and the JICHS shall be responsible for interviewing and evaluating SROs and making recommendations to the Chief of Police for hiring. The SROs shall serve at the pleasure of the Chief of Police and the Principal, respectfully.

V. Reassignment, Resignation or Dismissal of School Resource Officers

A. In the event the Principal believes that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall state these reasons in writing and shall advise the Chief of Police or his designee of the Principal's concerns. If the Chief of Police desires, the Principal and the Chief of Police or their designees, shall meet with the SRO and the Principal to mediate and resolve any problems. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, or in the event mediation is not sought by the Chief of Police, the SRO shall be reassigned from the program at the school and replacement shall be obtained.

B. The Chief of Police may dismiss or reassign an SRO based upon the department's rules, regulations and/or General Orders and when in the best interest of the citizens of Charleston County and the Charleston City Police Department.

C. In the event of the resignation, dismissal or reassignment of an SRO, or in case of absences by an SRO, the Chief of Police shall provide a temporary replacement for the SRO as soon as possible within five (5) working days, and within thirty (30) school days of receiving such notice of such absence, dismissal or resignation; a replacement will be assigned.

VI. FERPA

The SROs of the Charleston City Police Department shall act as the Law Enforcement Unit for the JICHS with regards to information sharing as it related to the Family Educational Rights and Privacy Act (FERPA)

VII. K-9

The Principal can request K-9 search assistance from the Charleston City Police Department. Policy and approved procedures of the JICHS and the Charleston Police Department must be followed in the event s earch assistance is requested.

VIII. Good Faith

The JICHS, the Chief of Police, their agents and employees, agree to cooperate in good faith in fulfilling the terms of the agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Principal and the Chief of Police or their designees. The terms of this agreement are subject to change at the end of each school year. Any recommended changes or modifications to the agreement shall be submitted in writing.

IX. Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements meant to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.

The services of the School Resource Officers will commence on the first day of teachers in-service of the new school year and will continue through the last day of school. This agreement shall be valid for the 2016-2017 school year.

Signed by:

FOR THE JAMES ISLAND CHARTER HIGH SCHOOL:

_____

Richard Gordon
Principal

Dated: 7/27/16

FOR THE CITY OF CHARLESTON:

_____

John J. Tecklenburg
Mayor

Dated:_____

Gregory G. Mullen, Chief
City of Charleston Police Department

COMMITTEE / COUNCIL AGENDA

16.)

TO: John J. Tecklenburg, Mayor

FROM: CHIEF GREGORY MULLEN **DEPT.** POLICE

SUBJECT: AGREEMENT BETWEEN CITY OF CHARLESTON AND BERKELEY COUNTY SCHOOL DISTRICT FOR ONE (1) CITY OF CHARLESTON POLICE DEPARTMENT SCHOOL RESOURCE OFFICER TO BE ASSIGNED TO DANIEL ISLAND ELEM./MIDDLE SCHOOL FOR 2016-2017 SCHOOL YEAR.

REQUEST: APPROVE AGREEMENT BETWEEN CITY OF CHARLESTON AND BERKELEY COUNTY SCHOOL DISTRICT FOR ONE (1)CITY OF CHARLESTON POLICE DEPARTMENT SCHOOL RESOURCE OFFICER TO BE ASSIGNED TO DANIEL ISLAND ELEM./MIDDLE SCHOOL FOR THE SCHOOL YEAR 2016-2017. BERKELEY COUNTY SHALL REIMBURSE THE CITY OF CHARLESTON FOR THE COSTS ASSOCIATED WITH ASSIGNING THE SCHOOL RESOURCE OFFICER TO THE SCHOOL.

COMMITTEE OF COUNCIL: _____ **DATE:** _____

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	x		[signature]	x
Police Department	X		Greg Mullen /sgt	
Chief Financial Officer			Amy Wharton	

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:

Mayor's Signature: John J. Teckenburg, 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.

AGREEMENT BETWEEN

The Berkeley County School District
And
the City of Charleston Police Department
For
The School Resource Officer Program
(SCHOOL YEAR 2016-2017)

Rights and Duties of the Agency

The Agency shall provide School Resource Officers (hereinafter referred to as "S.R.O.s") as follows:

A. Number of School Resource Officers

1. The Agency shall assign one regularly employed officer to the following school:

	TOTAL
Daniel Island Elem/Middle	**$34,500.00**

2. The Agency shall provide a semester and yearly report of services and criminal incidents to the Superintendent. The end of-the-year report will include trend data with a narrative explanation.

B. Reimbursement for Services and Length of Contract

1. The Berkeley County School District will reimburse the Agency $34,500.00 for an officer on campus for the 190 staff/student days, an additional $11,500.00 for summer school (if applicable), and other rates, as detailed in this contract, at times when the officer is needed. If the position becomes vacant for an extended length of time, the reimbursement will be prorated. Summer schools are normally 30 days in length. Anything more or less will be prorated. The agency may temporarily reassign any S.R.O. during the period of a law enforcement emergency.
2. The S.R.O. assigned to the school will be permitted to travel to off-campus programs in the City of Charleston and Berkeley County that are a part of the school, at the request of the administration and with the consent of the Chief of Police or his designee, for educational purposes and emergencies.
3. In cases of emergency or unusual circumstances with the discretion of the Agency, an S.R.O. may be temporarily assigned such duties at the middle school level to insure the continued physical and psychological well-being of the students. A record shall be kept of the dates of each such temporary assignment and circumstances warranting it. This record shall be made part of the report required by the section of this contract entitled "Program Goals and Evaluation."

C. Duties of School Resource Officers

1. Instructional responsibility for S.R.O.s at the schools:

a. The S.R.O. shall act as an instructor for specialized, short-term programs at all schools, when invited to do so by the principal or a member of the faculty.
b. The S.R.O. shall act in the capacity of law enforcement, teacher and counselor for Public Safety classes.

2. Additional duties and responsibilities of all S.R.O.s:

a. The S.R.O. shall coordinate all of his / her activities and programs with the principal and staff members concerned and will seek permission, advice, and guidance prior to enactment.
b. The S.R.O. shall develop expertise in presenting various subjects to students. Such subjects shall include a basic understanding of the laws, the role of the law enforcement officer, and his / her duties. The S.R.O. will distribute a program evaluation form to all students and the teacher after each session. This information will be kept on file yearly by the principal and subject to review by the school district and the Agency.
c. The S.R.O. shall encourage individual and small group discussions with students, based upon material presented in class, to establish rapport with the students.
d. When requested by the principal, the S.R.O. shall attend parent/faculty meetings to solicit support and understanding of the S.R.O. program.
e. The S.R.O. shall be available for conference with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature. Confidential information obtained is governed by South Carolina Code Title 63 (Proceedings Relating to Juveniles), and shall not be disclosed except as provided by law or court order.
f. The S.R.O. shall become familiar with all community agencies that offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc. The S.R.O. shall make referrals to such agencies when necessary thereby acting as a resource person to the students, parents, faculty and staff of the school.
g. The S.R.O. shall assist the principal in developing plans and strategies to prevent and / or minimize dangerous situations, which may result from student unrest.
h. Should it become necessary to conduct formal police interviews with the students, the S.R.O. shall inform the principal or his/her designee, adhere to law enforcement policy, as well as legal requirements with regard to such interviews.
i. The S.R.O. shall take law enforcement action as required. The S.R.O. shall take law enforcement action as required against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the S.R.O. may do so under the authority of law. As soon as practicable, the S.R.O. shall make the principal of the school aware of such action. (Ref. South Carolina Safe Schools Act)
j. The S.R.O. shall give assistance to other police officers and deputy sheriffs in matters regarding his/her school assignment, whenever necessary. The S.R.O.

shall, whenever possible, participate in and / or attend school functions as they relate to the duties of the S.R.O.

k. The S.R.O. shall maintain detailed and accurate records of the School Resource Officer Program on a monthly basis and shall forward it to S.R.O. supervisors who will forward copies to the Superintendent or his designee.

l. The S.R.O. shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the incident is a violation of the law, the principal shall contact the S.R.O. or his/her supervisor in a timely manner and the S.R.O. shall then determine whether law enforcement action is appropriate. School Resource Officers are not to be used for regularly assigned lunchroom duties, hall monitors, or other monitoring duties. If there is a problem area, the S.R.O. shall assist the school until the problem is solved.

m. In cases of contested expulsions the Agency will provide case information and/or testimony to the Superintendent or his designee, and shall upon the request of the Superintendent, or his designee, testify at the hearing, unless such testimony could hinder a criminal prosecution.

3. Co-Curricular Activities and School Functions

a. Upon request of the principal, or his/her designee, and approval of the Chief of Police or his designee, a School Resource Officer may accompany their school to events outside of the City of Charleston and within the State of South Carolina, for the purpose of providing services as authorized by state law. See S.C. Code (Ann.) Sec. 5-7-12. Under no circumstances may the SRO, in an official capacity, accompany their school to events outside the State of South Carolina.

b. When the SRO works outside of the normal weekly work school hours, which includes but is not limited to providing services for the events described in paragraph a above, the payment for the S.R.O. shall be based on a time and a half hourly rate determined by the City of Charleston's Police Department policy, and is in effect upon execution of this agreement. The school requesting the S.R.O.'s services will provide the payment within 45 days of receiving an invoice from the City of Charleston Police Department.

Program Goals and Evaluation

The Agency in conjunction with the Berkeley County School District shall develop program goals and objectives for the School Resource Officers Program. These programs and goals shall be in line with the Berkeley County School District's action plan for a safe school climate. This means that the S.R.O. will be an active law enforcement official on campus; a classroom instructor; a resource for teachers, students, and parents. This S.R.O. will also be active in conferences, counseling and referrals. Indicators of success shall be developed objectively and independently to measure how well goals and objectives were obtained.

The Agency shall evaluate the effectiveness of the School Resource Officer Program and report annually to the Berkeley County School District no later than July 30 each year.

Rights and Duties of the School Board

The School Board shall provide to the full-time S.R.O. of each high school and middle school the following materials and facilities which are deemed necessary to the performance of the S.R.O. duties.

A. Access to an air-conditioned and properly lighted private office that is not shared. This office shall contain a telephone, which may be used for general business purposes.
B. A location for files and records, which can be properly locked and secured within the office.
C. A desk with drawers, an office chair, worktable, filing cabinet, office supplies and a school issued computer.

Employment Status of School Resource Officer

School Resource Officers shall remain employees of the Agency and shall not be employees of the School District of Berkeley County. The School Board and the Agency acknowledge that the School Resource Officers are employees of the Agency who shall uphold the law under the direct supervision and control of their Agency. School Resource Officers shall remain responsible to the chain of command of the Agency.

Appointment of School Resource Officers

The Agency shall be responsible for recruiting, interviewing, and evaluating School Resource Officers who shall serve at the pleasure of the Agency.

Selection Qualifications

Candidates should have a minimum of eighteen months experience as a certified law enforcement officer.

Candidates should have successfully completed or presently be enrolled in, or be willing to be enrolled in the next available School Resource Officer training course.

Officers applying to the program must be able to speak effectively before a group, to intelligently present a normal and organized program of instruction, and be willing to demonstrate same during an Oral Interview Board prior to becoming a School Resource Officer.

Candidates must be willing to submit to an Oral Interview Board in order to determine their respective abilities. This board will make recommendations to the Agency regarding such candidates that may come before it.

The Oral Interview Board will be convened by the Agency. The Oral Interview Board will consist of eight (8) members of the Agency, the School Superintendent or his/her designee, and the School Board Chairman or his/her designee.

Reassignment/Resignation/ Dismissal of School Resource Officers

In the event the principal of the school to which the S.R.O. is assigned, or the Office of Safety and Security, believes the particular S.R.O. is not effectively performing his or her duties and responsibilities, the principal and/or the Office of Safety and Security shall state these reasons in writing to the Superintendent. Within a reasonable time after receiving the recommendations, the Superintendent or his designee shall advise the Agency or his designee of the concerns. If the Agency so desires, the Superintendent/Director and Agency, or their designees, shall meet with the S.R.O. to mediate or resolve any problems of the school to which the S.R.O. is assigned. If, within a reasonable amount of time after commencement of such mediation the problem cannot be resolved or mediated, or in the event mediation is not sought by the Agency, then the S.R.O. shall be reassigned from the program at the school and a replacement shall be obtained.

The Agency may dismiss or reassign a S.R.O. based upon the Agency's Rules, Regulations, and/or General Orders and when it is in the best interest of the citizens of Berkeley County.

In the event of the resignation, dismissal, or reassignment of an S.R.O., or in the case of absences by a S.R.O., the Agency shall provide a temporary replacement for the S.R.O. immediately and within thirty *(30)* school days of receiving notice of such absence, dismissal, resignation, or reassignment, a replacement will be assigned.

Good Faith

The School Board, the Agency, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Agency or their designees. The terms of this agreement are subject to change at the end of each school year no later than July 31 of the calendar year. The Agency will review any recommended changes or modifications and the Superintendent or their designees and any recommendations to the agreement will be submitted in writing.

Modification

This document constitutes the full understanding of the parties, and no terms, conditions, understandings or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

This agreement pertains to the School year commencing on July 1, 2016 through June 30, 2017.

Merger

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

CITY OF CHARLESTON POLICE DEPT.

Witness

City of Charleston Police Chief — Date 7/15/16

Witness

Mayor — Date

BERKELEY COUNTY SCHOOL DISTRICT

Witness

Archie Franchini — Date 7/11/16
Deputy Superintendent

Witness

Witness

Witness

COMMITTEE / COUNCIL AGENDA

17.)

TO: John J. Tecklenburg, Mayoer

FROM: CHIEF GREGORY MULLEN **DEPT.** POLICE

SUBJECT: AGREEMENT BETWEEN CITY OF CHARLESTON AND CHARLESTON COUNTY SCHOOL DISTRICT FOR NINE (9) CITY OF CHARLESTON POLICE DEPARTMENT SCHOOL RESOURCE OFFICERS TO BE ASSIGNED TO VARIOUS CHARLESTON COUNTY SCHOOLS FOR 2016-2017 SCHOOL YEAR.

REQUEST: APPROVE AGREEMENT BETWEEN CITY OF CHARLESTON AND CHARLESTON COUNTY SCHOOL DISTRICT FOR NINE (9) CITY OF CHARLESTON POLICE DEPARTMENT SCHOOL RESOURCE OFFICERS TO BE ASSIGNED TO VARIOUS CHARLESTON COUNTY SCHOOLS FOR THE SCHOOL YEAR 2016-2017. CHARLESTON COUNTY SCHOOL DISTRICT SHALL REIMBURSE THE CITY OF CHARLESTON FOR THE COSTS ASSOCIATED WITH SIX (6) SCHOOL RESOURCE OFFICERS.

COMMITTEE OF COUNCIL: _____ **DATE:** _____

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	x		[illegible]	x
Police Department	x		Greg Mullen	
Chief Financial Officer			Amy Wharton	

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:

Mayor's Signature: John J. Feeklenburg, 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.

SCHOOL RESOURCE OFFICER PROGRAM: 2016-2017 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
City of Charleston Police Department

This Memorandum of Agreement is made and entered into by and between the Charleston County School District and the City of Charleston Police Department for the 2016-2017 school year.

SECTION 1: RIGHTS AND DUTIES OF THE CHIEF OF POLICE

The Chief of Police shall provide School Resource Officers (hereinafter referred to as "SRO") as follows for the 2016-2017 school year. The services of the School Resources Officers will commence on the first teacher workday of the school year and will continue through the last school day for students.

A. Number and Funding of School Resource Officers

The Chief of Police shall assign regularly employed police officer(s) to each of the following schools:

School Name	# of SROs Assigned by CPD	# of SROs Funded by CCSD	# of SROs Funded by CPD
Burke High School	1	1	0
C.E. Williams Middle School	1	1	0
Haut Gap Middle School	1	1	0
James Island Middle School	1	0	1
Simmons Pinckney Middle School	1	0	1
St. John's High School	1	1	0
West Ashley High School	2	2	0
West Ashley Middle School	1	0	1

The Charleston County School District shall fund six (6) officers at the rate of $34,500 per officer.

The Chief of Police shall assign a police supervisor to oversee the police officers assigned above and to perform scheduled and non-scheduled visits to the schools.

The Chief of Police or designee shall provide a monthly report of calls for service and criminal incidents occurring within these schools to the Superintendent of Schools or designee. The report shall include trend data with a narrative explanation.

The SRO assigned to the above schools will be permitted to travel to off-campus based school programs in the City of Charleston at the request of the Principal or the Assistant Principal and with the consent of the Chief of Police or designee.

At the discretion of the Chief of Police and the Superintendent of Schools, a SRO may be temporarily assigned to an elementary school within the City of Charleston in cases of emergency or unusual circumstances in order to ensure the continued physical and

psychological well-being of students. A record shall be kept by CCSD of the dates of such temporary assignments and the circumstances warranting it.

B. Regular Duty Hours of School Resource Officers

Each school listed in this agreement shall have an SRO assigned on a full-time basis during the regular school year. The SRO will be assigned to the school eight (8) hours per school day; however, a SRO may be called upon to leave the assigned school when he/she is needed at another school to handle a call for service or other criminal incident. The supervisor may temporarily reassign any SRO during school holidays and vacations during the school year or during a period of a public safety emergency. Availability of a SRO during the summer months is at the discretion of the Chief of Police or designee and shall be the subject of a separate agreement.

C. Duties of the School Resource Officer

The SRO shall act in the capacity of a law enforcement officer and advisor.

The SRO shall act as an instructor for specialized short-term programs when approved to do so by the Principal or member of the faculty. The SRO will encourage individual and small group discussions with students based upon materials covered in class to further establish rapport with the students. The SRO shall develop expertise in presenting various law-related subjects to students. The SRO will submit the subject and the number of classes taught on the monthly activity report.

The SRO shall coordinate all of his/her activities and programs with the Principal and relevant staff members and will seek advice and guidance prior to implementation. The SRO shall, whenever possible, participate in school functions as they relate to the duties of the SRO. The SRO will keep the Principal informed of his/her Police Department obligations.

When requested by the Principal, the SRO shall attend parent and faculty meetings to solicit support and understanding of the SRO program.

The SRO shall make him/herself available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.

The SRO shall become familiar with all community agencies that offer assistance to youth and their families, such as mentoring agencies, mental health clinics, and drug assistance centers. The SRO shall serve as a resource to students, parents, faculty, and staff, and should make referrals to these agencies when necessary.

The SRO shall assist the Principal in developing plans and strategies to prevent or minimize dangerous situations.

Should it become necessary to conduct a formal police interview with students and/or faculty members, the SRO shall inform the Principal and/or designee and adhere to applicable law enforcement policies and legal requirements.

The SRO shall take law enforcement actions to the extent that the SRO may do so under the authority of law against intruders and unwanted guests who appear at the school and related school functions. As soon as practical, the SRO shall make the Principal aware of such action.

The SRO shall give assistance to other law enforcement officers in matters regarding his/her school assignment whenever necessary.

The SRO shall maintain detailed and accurate records of the School Resource Officer program on a monthly basis. These records should be compiled by the SRO supervisor and submitted to the Superintendent of Schools or designee.

The SRO shall not act as a school disciplinarian. The administration of school discipline is solely the responsibility of the appropriate school faculty and staff. SROs are not to be used for regularly assigned lunchroom duties, as hall monitors, or for other monitoring duties; however, SROs should provide guidance and/or assistance to the school administration when presented with a specific problem or concern.

If an incident is a violation of the law, the Principal will contact the SRO and/or the SRO supervisor immediately. The SRO will determine whether or not law enforcement action is appropriate.

In cases of contested expulsions, the SRO will provide case information or testimony to the Superintendent of Schools or designee. The SRO will also provide testimony at an expulsion hearing after being requested by the Superintendent of Schools or designee, unless such testimony could hinder a criminal investigation or prosecution.

D. Co-Curricular Activities and School Functions

Upon request from the Principal, and with the approval of the Chief of Police or designee, a SRO may accompany a school to events outside of the City of Charleston and within the State of South Carolina for the purposes of providing law enforcement services as authorized by S.C. Code § 5-7-12. Under no circumstances may the SRO in his/her official capacity accompany a school to events outside the State of South Carolina.

When the SRO works outside of the normal weekly school hours, which includes, but is not limited to, providing services for the events described in the above listed paragraph, the payment for the SRO shall be based on an hourly rate at time and a half as determined by Charleston Police Department policy in effect at the time of this agreement. Payment for these services shall be made directly to the City of Charleston. All overtime shall be approved in advance and in writing by the School District's Senior

Security and Emergency Management Administrator. (NOTE: This paragraph does not apply to off-duty services that may be provided to the School District by individual officers.)

SECTION 2: RIGHTS AND DUTIES OF THE SCHOOL DISTRICT

The School District shall provide each SRO with the facilities deemed necessary in the performance of the SRO's duties.

A. Materials and Facilities Provided by the School District

The School District will provide the SRO with access to an air-conditioned and properly lit private office. This office shall contain a telephone and school computer, which will be used for general business purposes. Only the SRO will have access to this office.

The School District will provide the SRO with a location for files and records that can be locked and secured within the office.

The School District will provide a desk with drawers, an office chair, and a filing cabinet.

SECTION 3: PROGRAM GOALS AND EVALUATION

The Charleston County School District requests the assistance of the Charleston Police Department in keeping its schools safe and orderly.

A. Program Goals

The Charleston Police Department, in conjunction with the Charleston County School District, shall develop program goals and objectives for the School Resource Officer program. These program goals shall be in line with the Charleston County School District's strategic plan related to a safe school climate.

The SRO shall be an active law enforcement official on campus, a law-related instructor, and an advisor and resource for faculty, staff, students, and parents.

The SRO shall be active in conferences, counseling, and community referrals.

B. Program Evaluation

Indicators of success shall be developed objectively and independently to measure how well goals and objectives were obtained.

The Charleston Police Department shall evaluate the effectiveness of the School Resource Officer program and report the SROs' activity to the Charleston County School District on a monthly basis.

SECTION 4: EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER

The Charleston Police Department shall be responsible for the recruitment and employment of School Resource Officers. The Charleston Police Department and the Charleston County School District Office of Security and Emergency Management shall be responsible for interviewing and evaluating SROs and SRO candidates; recommendations may be made to the Chief of Police for the selection of SROs. The SRO shall serve within schools at the pleasure of the Chief of Police and Superintendent of Schools.

SECTION 5: REASSIGNMENT, RESIGNATION, OR DISMISSAL OF SCHOOL RESOURCE OFFICERS

It is in the best interest of the Charleston Police Department and Charleston County School District that highly qualified and skilled police officers serve as School Resource Officers.

A. Principal's Request for the Removal of an SRO

In the event the Principal of the school to which an SRO is assigned feels that the SRO is not effectively performing his/her duties, the Principal shall state these reasons in writing to the School District's Senior Security and Emergency Management Administrator. Within a reasonable time after receiving the written recommendation from the Principal, the Senior Security and Emergency Management Administrator or designee shall advise the Chief of Police or designee of the Principal's concerns.

If the Chief of Police desires, the Superintendent and the Chief of Police, or their designees, shall meet with the SRO and the Principal in an attempt to mediate and resolve any concerns.

If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved, or in the event mediation is not sought by the Chief of Police, the SRO shall be reassigned from the program at the school, and a replacement shall be obtained.

B. SRO's Adherence to Department Rules

The Chief of Police may dismiss or reassign a SRO based upon the department's rules, regulations, and/or general orders, and when in the best interest of the citizens of Charleston County and the City of Charleston.

C. Assignment of a Replacement SRO

In the event of the resignation, dismissal, or reassignment of a SRO, or in the case of absences by a SRO, the Chief of Police shall provide a temporary replacement for the SRO within five (5) business days. A permanent replacement will be assigned within 30 school days of receiving notice of such absence, dismissal, or resignation.

SCHOOL RESOURCE OFFICER PROGRAM: 2016-2017 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
City of Charleston Police Department

SECTION 6: FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

The School Resource Officers of the Charleston Police Department shall act as the law enforcement unit for the Charleston County School District with regard to the information sharing provisions of the Federal Educational Rights and Privacy Act (FERPA).

SECTION 7: REQUEST FOR CANINE SEARCHES

A Principal can request canine search assistance from the Charleston Police Department with the approval of his/her supervisor (i.e., Executive Director or Associate Superintendent). School District and Police Department policies and procedures must be followed during any canine searches.

SECTION 8: GOOD FAITH AND MODIFICATION

The Charleston County School District, the Charleston Police Department, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police or their designees. The terms of this agreement are subject to change at the end of each school year. Any recommended changes or modifications to the agreement shall be submitted in writing.

This document constitutes the full understanding of the parties, and no terms, conditions, understandings, or agreements meant to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.

Acting on behalf of the Charleston County School District and the Charleston Police Department, this agreement is signed and sealed by:

FOR THE CHARLESTON COUNTY SCHOOL DISTRICT:

_____
Gerrita Postlewait
Superintendent of Schools

_____
Date of Signature

FOR THE CITY OF CHARLESTON:

_____
John Tecklenburg
Mayor

_____
Date of Signature

_____
Gregory G. Mullen
Chief of Police

_____
Date of Signature

COMMITTEE / COUNCIL AGENDA

18.)

TO: John J. Tecklenburg, Mayor

FROM: Amy Wharton, CFO **DEPT.** BFRC

SUBJECT: CONTRIBUTION TO SC GOLD STAR FAMILIES MEMORIAL MONUMENT FUND

REQUEST: Approval of $5,000 contribution to help fund a monument honoring the families of those who have lost a loved one while protecting our freedom. The monument will be placed at Patriots Point

COMMITTEE OF COUNCIL: W & M **DATE:** August 16, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	x			
Cap. Proj. Cmte. Chair				

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

If yes, provide the following: Dept./Div.: 710000 Account #: **

Balance in Account * Amount needed for this item $35,000

**Will be created upon approval

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

NEED: Identify any critical time constraint(s). Approval required at least 5 days before payment can be made per state law.

CFO's Signature: Amy Wharton

FISCAL IMPACT: *By approval of this contribution, Council is also approving a budget transfer in the amount of $5,000 from Community Promotions (620000 52924) to the above listed account.

Mayor's Signature: John J. Tecklenburg, Mayor

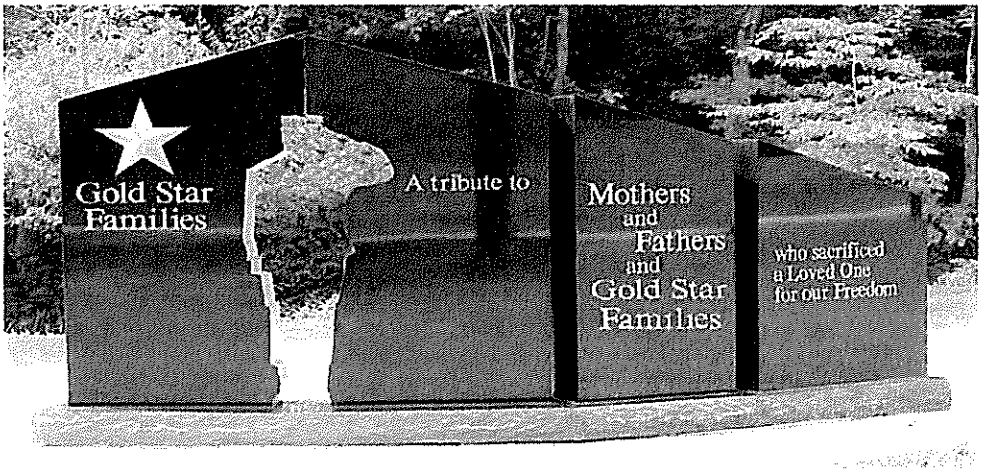
ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

PO Box 9548, Huntington, WV 25704

GOLD STAR FAMILIES

MEMORIAL MONUMENT

Project Information, Design, and Schematics



www.hwwmohfoundation.org

HERSHEL WOODY WILLIAMS MEDAL OF HONOR FOUNDATION
www.hwwmohfoundation.org

GOLD STAR FAMILY MEMORIAL MONUMENT

America has many memorials and monuments giving honor to the patriots who have sacrificed and given their lives for our freedom, and paying tribute to those who have faithfully served in our Armed Forces since becoming a Nation.

There is one group of our citizens, the families of a loved one who gave their life to protect our freedom and to give freedom to many who have never experienced it. The sacrifices of those Gold Star families have never been given recognition and honor for their sacrifice and suffering to keep America free.

The Gold Star Families Memorial Monument honors those families who sacrificed more than most of us, and illustrates that America has citizens in every community and hamlet willing to make such sacrifices. The memorial monument further illustrates that families suffer and grieve when a dear relative is lost. Without their sacrifices, freedom could not and would not have been preserved.

This Gold Star Families Memorial Monument is appropriate in any community, Veterans Park, Memorial Park, City Park, or Veteran's Cemetery as a tribute to all the families who gave one of their own for all of us.

Freedom Has Never Been Free

GOLD STAR FAMILY MEMORIAL MONUMENT

INFORMATION

Additional Information can be found on our web-site:
www.hwwmohfoundation.org

The material that the Gold Star Families Memorial Monument is constructed from may be black marble or black granite; however, research indicates that granite has a longer endurance than marble. The GSF Memorial Monument is not registered with any agency; and the original contractors/architects (Architect letter pg. 5) are happy to answer any question or address any concerns. It is suggested that a plaque (bronze or granite) (18" x 16" atop a 4" x 4" post) be placed near or adjacent to the GSF Memorial Monument giving an explanation of the message and meaning of the scenes of the monument to insure an understanding of each of the panels of the memorial monument. (See Verbiage on next page).

Information, design, and presentation drawings as well as a letter from the architect and planner are included in this package.

Many communities/cities have Honorary Board Members from our foundation and will be happy to assist anyone interested in this project.

Honorary Board Member and Executive Director of the South Carolina Gold Star Families Memorial Monument Project Peter Stonefield has worked closely with the Gold Star families of South Carolina and Patriot's Point (the location chosen for the monument) to bring everyone together on the SC Project.

As of January 2016 the SCGSFMM granite construction has been commissioned and the design finalized (see next pages). Although still roughly $25,000 shy of our $65,000 goal we hope to finalize the exact location at Patriot's Point within the next few months and break ground before the end of this summer. Mr. Stonefield's phone number is: 661-373-4142 and email is: peter@apecs.aero.

PATRIOTS POINT

★HOME OF THE USS YORKTOWN★

February 4, 2016

Peter A. Stonefield, FAA-DER
President & CEO
Gold Star Families Memorial Monument
Hershal Woody Williams Medal of Honor Foundation
1001 Rivershore Road
Charleston, SC 29492

Dear Mr. Stonefield:

Patriots Point Development Authority believes the Gold Star Families Memorial Monument proposed by the Hershal Woody Williams Medal of Honor Foundation to be placed at Patriots Point would be an outstanding addition to Patriots Point, and the Authority looks forward to its installation and dedication. Patriots Point is the most suitable location for the Memorial Monument so that it can be seen by the Authority's over 400,000 annual visitors.

The Authority is currently negotiating to lease the remaining undeveloped property at Patriots Point to a developer chosen by the Authority as a result of a request for proposals issued by the Authority. As a result of this negotiation, the Authority cannot specify a site for the Memorial Monument at this time. However, the Authority is committed to place the Memorial Monument at a Patriots Point site to which the Authority, the Foundation and the tenant of the undeveloped land mutually agree in the future. The logical point in time for this agreement to occur is in conjunction with preparation of the conceptual master plan for the development of the remaining undeveloped property at Patriots Point.

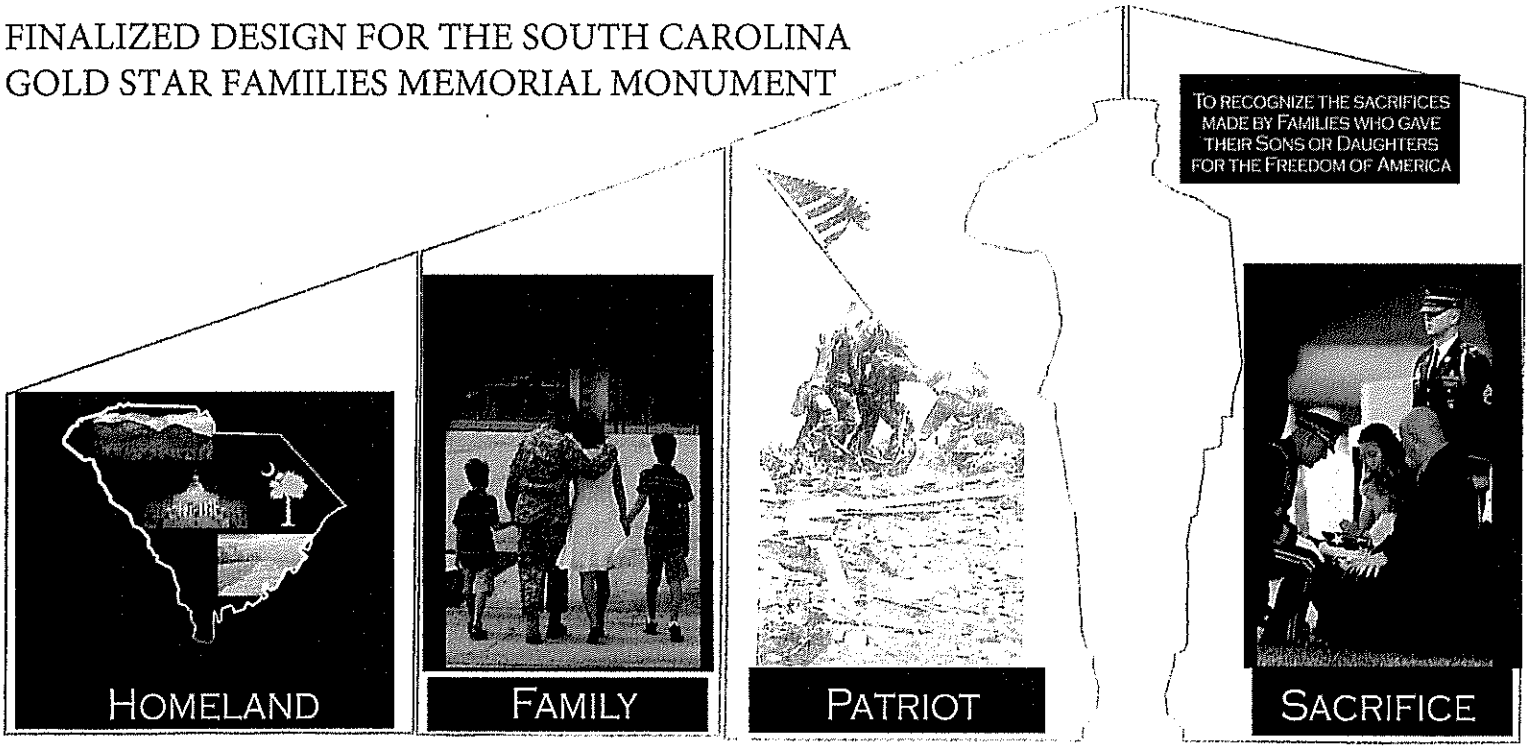
Please do not hesitate to contact us to discuss this project.

Very truly yours,

Ray E. Chandler
Chairman

40 Patriots Point Road ★ Mount Pleasant, SC 29464-4377 ★ Phone: 843.884.2727 ★ www.PatriotsPoint.org

FINALIZED DESIGN FOR THE SOUTH CAROLINA
GOLD STAR FAMILIES MEMORIAL MONUMENT



SOUTH CAROLINA GOLD STAR FAMILY MEMORIAL MONUMENT PLAQUE

A granite plaque (18" x 16" atop a 4" x 4" plaque mounted on a granite post) will be placed near or adjacent to the monument (not in the monument foundation) providing an explanation of messages and or meanings of scenes on the monument in accordance with the verpaige below.

SOUTH CAROLINA GOLD STAR FAMILIES MEMORIAL MONUMENT

THIS MONUMENT IS IN TRIBUTE TO FAMILIES WHO HAVE LOST LOVED ONES IN THE ARMED FORCES OF THE UNITED STATES

HOMELAND: SCENES OF SOUTH CAROLINA, THE PALMETTO STATE: UPSTATE, MIDLANDS AND LOW COUNTRY

FAMILY: SOLDIER DEPLOYING TO SERVE AND PROTECT OUR COUNTRY AND PRESERVE OUR FREEDOMS

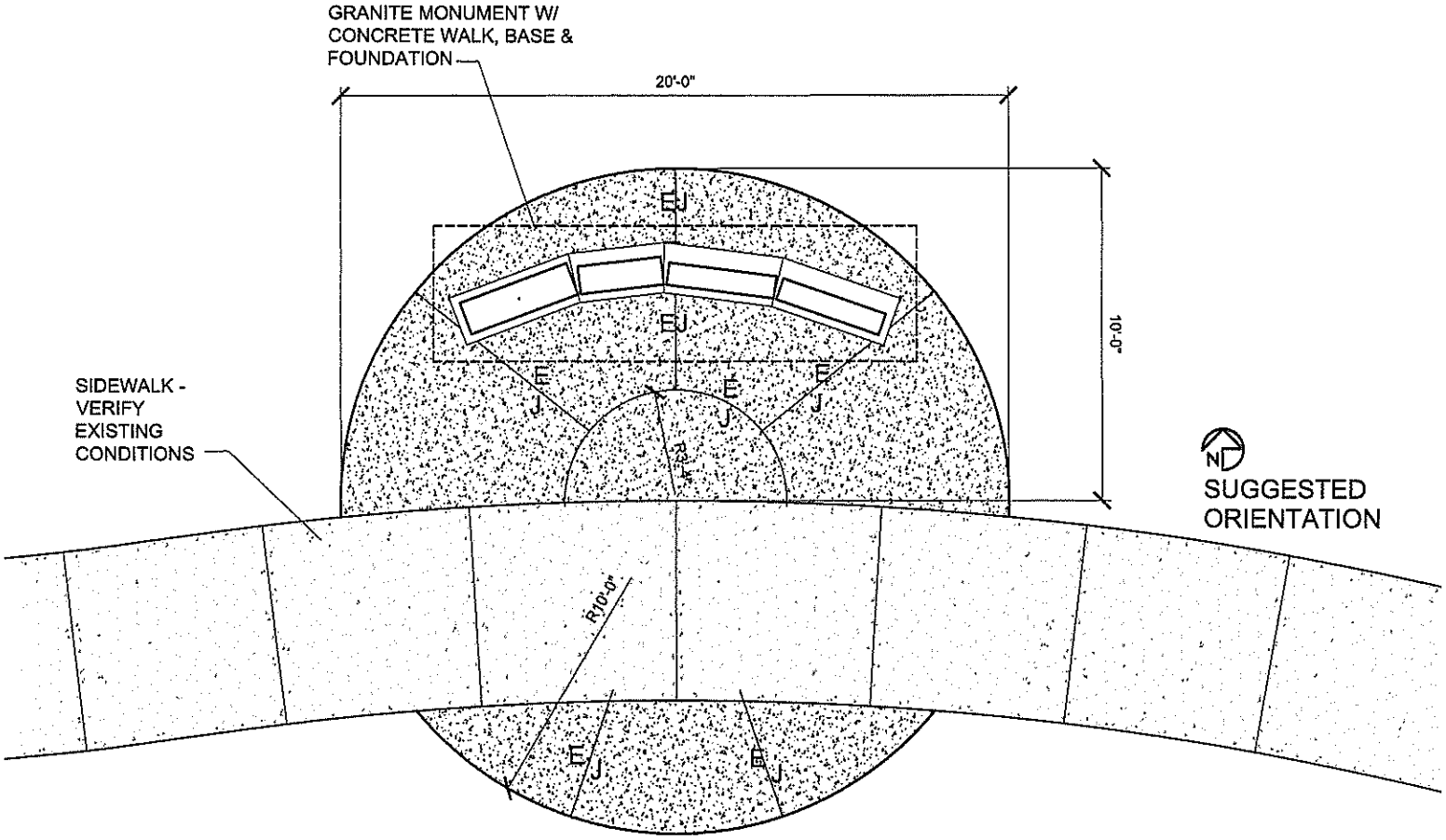
PATRIOTS: YOUTH OF AMERICA WHO VOLUNTEER TO SERVE AND DEFEND OUR LIBERTIES

SOLDIER CUTOUT: STANDING ETERNAL VIGILENGE TO GUARD OUR COUNTRY

SACRIFICE: FAMILIES GRIEVING THE LOSS OF LOVED ONES WHO GAVE THEIR LIVES TO PRESERVE OUR RIGHTS AND LIBERTIES

Monument Designed by: Blackwood and Associates, Inc.

Images Developed by: Southside Galleries



GOLD STAR FAMILIES MEMORIAL MONUMENT

HERSHEL "WOODY" WILLIAMS MEDAL OF HONOR FOUNDATION

WWW.HWWMOHFOUNDATION.ORG

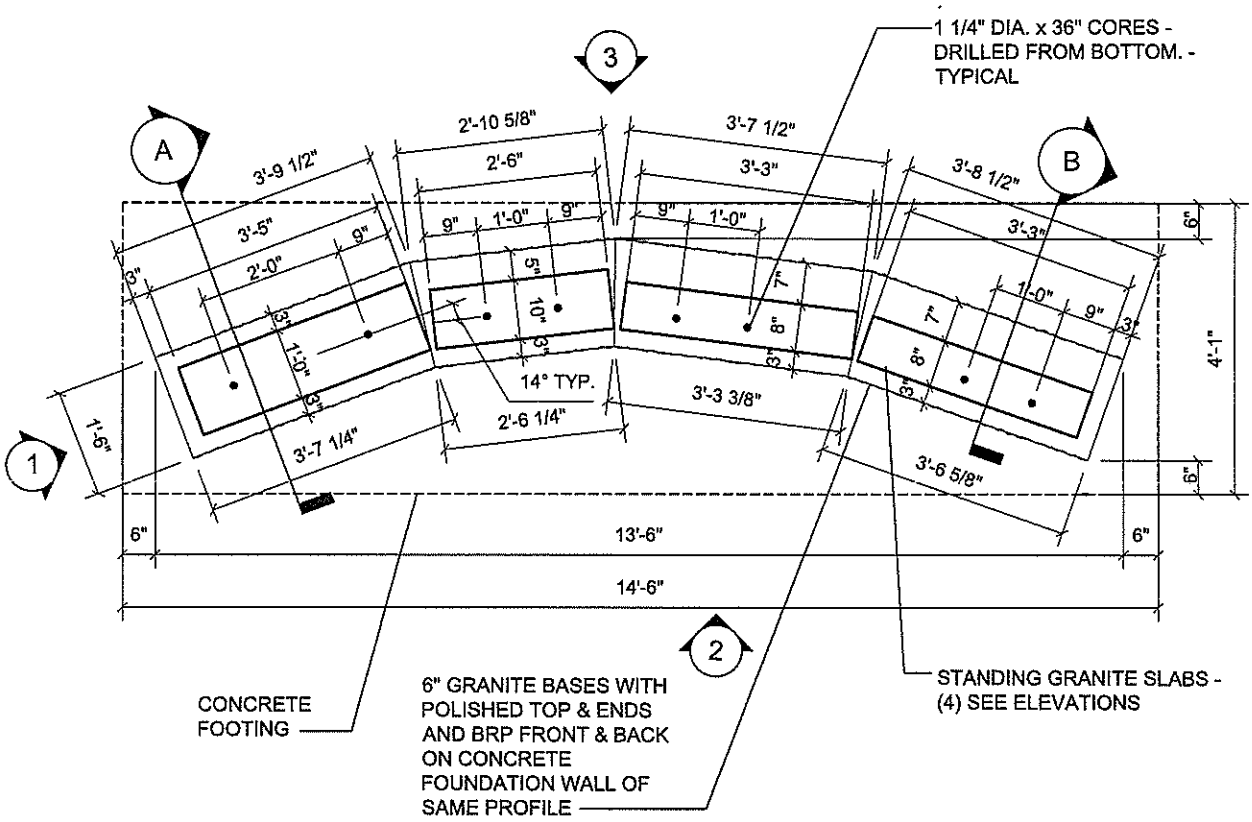
blackwood associates inc.
www.wvarchitects.com

© 2014 Blackwood Associates, Inc.

PLAN

0' 2' 4' 8'

1



© 2014 Blackwood Associates, Inc.

GOLD STAR FAMILIES MEMORIAL MONUMENT

HERSHEL "WOODY" WILLIAMS MEDAL OF HONOR FOUNDATION

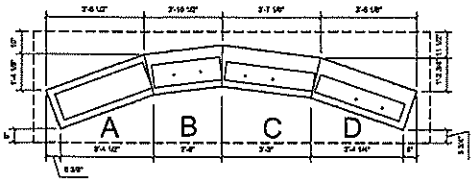
WWW.HWWMOHFOUNDATION.ORG

blackwood associates inc.
www.wvarchitects.com

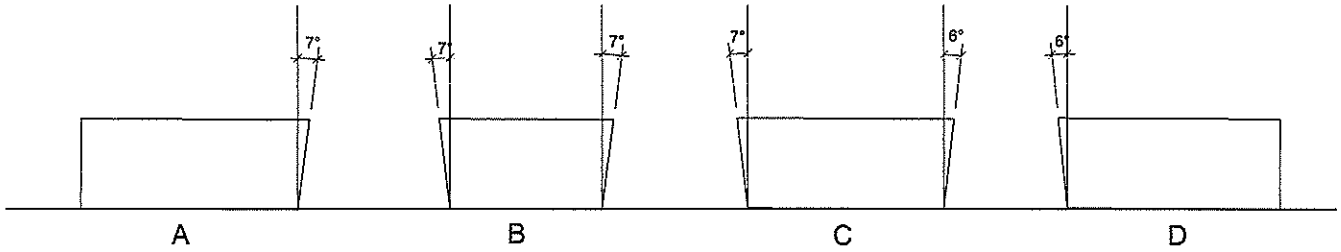
ENLARGED PLAN

0' 1' 2' 4'

②



KEY PLAN
NTS



© 2014 Blackwood Associates, Inc.

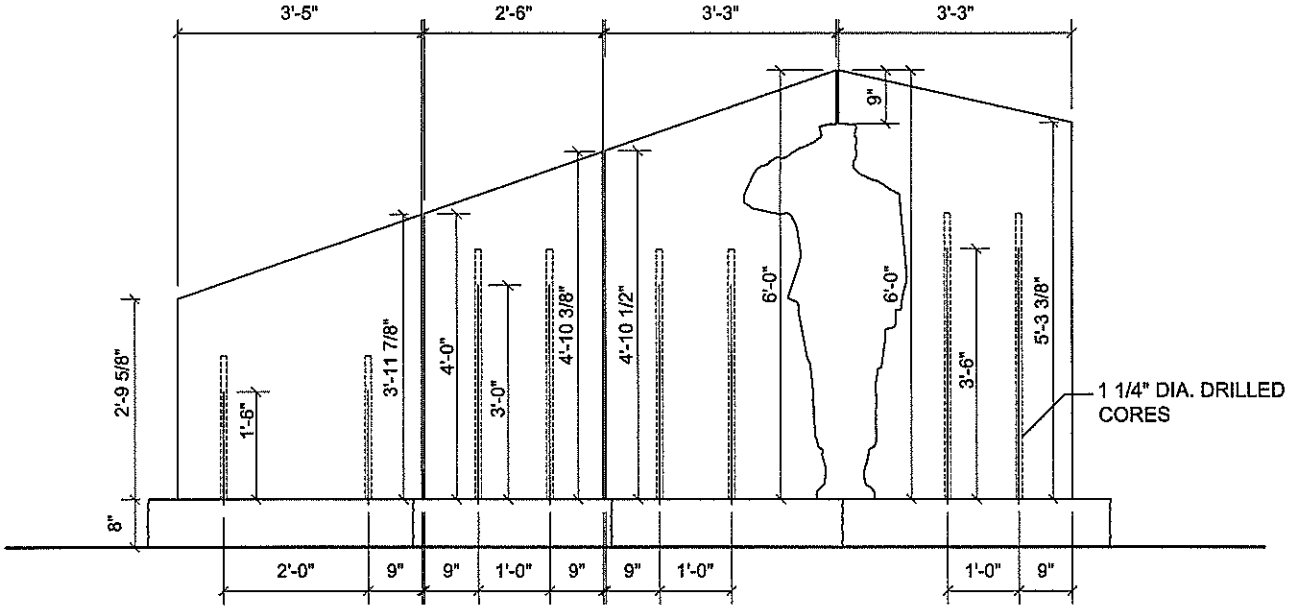
GOLD STAR FAMILIES MEMORIAL MONUMENT
HERSHEL "WOODY" WILLIAMS MEDAL OF HONOR FOUNDATION
WWW.HWWMOHFOUNDATION.ORG

blackwood associates inc.
www.wvarchitects.com

SUPPLEMENTAL BASE INFO

0' 1' 2' 4'

2A



ELEVATION 2

© 2014 Blackwood Associates, Inc.

GOLD STAR FAMILIES MEMORIAL MONUMENT

HERSHEL "WOODY" WILLIAMS MEDAL OF HONOR FOUNDATION

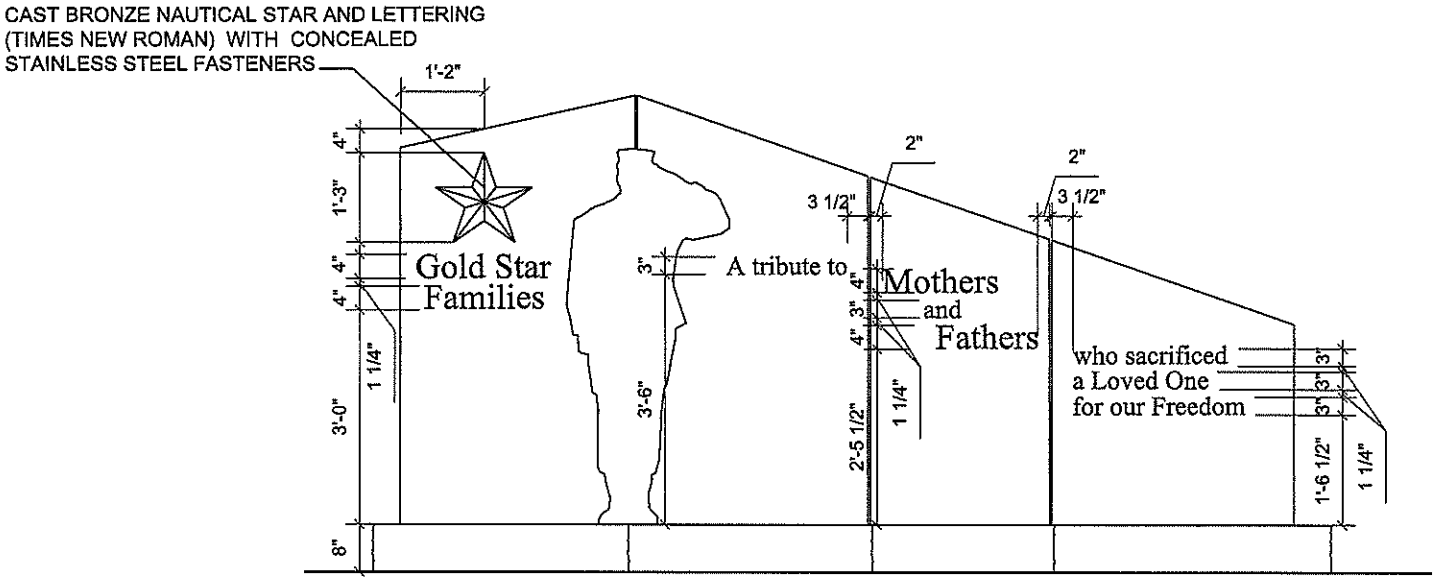
WWW.HWWMOHFOUNDATION.ORG

blackwood associates inc.
www.wvarchitects.com

ELEVATION

0' 1' 2' 4'

4



ELEVATION 3

© 2014 Blackwood Associates, Inc.

GOLD STAR FAMILIES MEMORIAL MONUMENT
HERSHEL "WOODY" WILLIAMS MEDAL OF HONOR FOUNDATION
WWW.HWWMOHFOUNDATION.ORG

blackwood associates inc.
www.wvarchitects.com

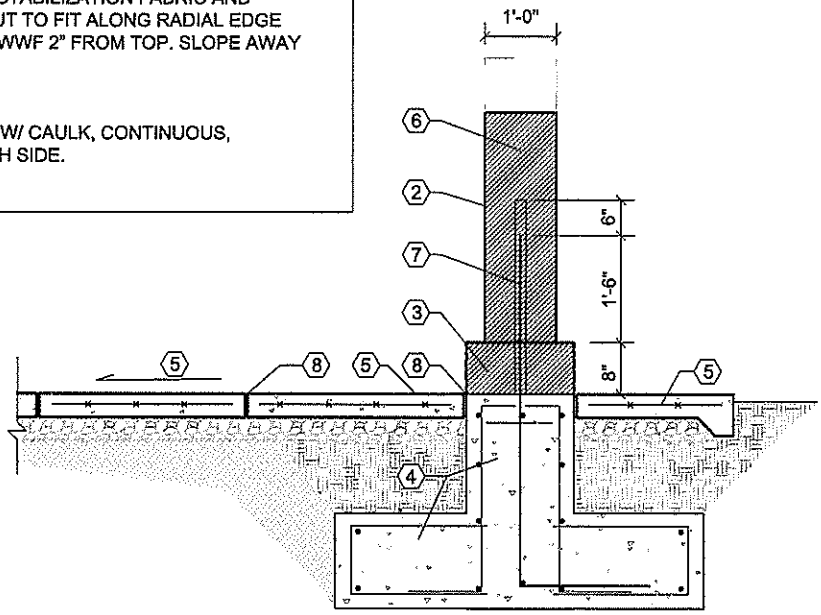
ELEVATION

0' 1' 2' 4'

5

KEY NOTES

1. 8" STANDING GRANITE SLAB, ALL POLISHED, ANGLED TOP, WITH SOLDIER CUT-OUT
2. 12" STANDING GRANITE SLAB, ALL POLISHED, WITH ANGLED TOP
3. 8" GRANITE BASE, POLISHED TOP AND ENDS, BRP FRONT AND BACK EDGES
4. REINFORCED CONCRETE FOUNDATION (4000 PSI) WITH DEAD FLAT TOP SURFACE, SMOOTH AND CLEAN TO ACCEPT GRANITE. (FOUNDATIONS ARE DESIGNED WITH AN ASSUMED MAXIMUM ALLOWABLE SOIL BEARING PRESSURE OF 2000 PSF NET. PROVIDE #4 REBARS CONTINUOUS AND @ 12" O.C. - TYPICAL PRIOR TO CONCRETE PLACEMENT, THE BEARING CAPACITY OF THE SOIL SHALL BE INSPECTED & APPROVED BY THE PROJECT GEOTECHNICAL ENGINEER.)
5. 4" CONCRETE SIDEWALK (4000 PSI) WITH LIGHT BROOM FINISH OVER 6 MIL VAPOR BARRIER ON #57 STONE BASE OVER GEO-TEXTILE STABILIZATION FABRIC AND COMPACTED SUBGRADE, 6X6 - W2.1XW2.1 WWF, CUT TO FIT ALONG RADIAL EDGE (TYP.) - MESH MUST BE HELD UP W/ CHAIRS. HOLD WWF 2" FROM TOP. SLOPE AWAY FROM MONUMENT.
6. 1 1/4" DIA. DRILLED CORES
7. #7 BARS AT FOUNDATION THRU DRILLED CORES.
8. 1/2" EXPANSION JOINT - BOND BREAKER MATERIAL W/ CAULK, CONTINUOUS, COLORED TO MATCH CONCRETE - TYPICAL AT EACH SIDE.



© 2014 Blackwood Associates, Inc.

GOLD STAR FAMILIES MEMORIAL MONUMENT

HERSHEL "WOODY" WILLIAMS MEDAL OF HONOR FOUNDATION

WWW.HWWMOHFOUNDATION.ORG

blackwood associates inc.
www.wvarchitects.com

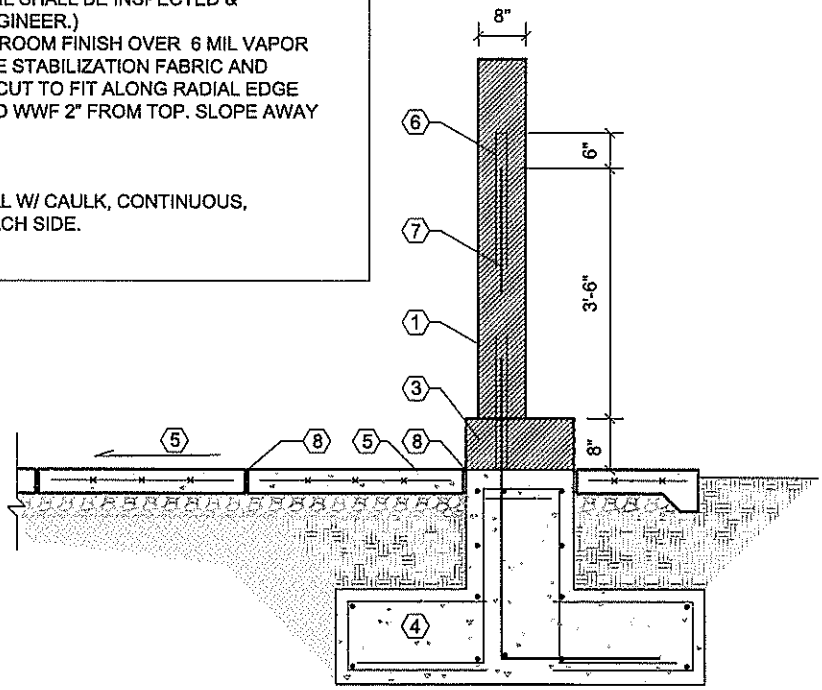
SECTION A

0' 1' 2' 4'

6

KEY NOTES

1. 8" STANDING GRANITE SLAB, ALL POLISHED, ANGLED TOP, WITH SOLDIER CUT-OUT
2. 12" STANDING GRANITE SLAB, ALL POLISHED, WITH ANGLED TOP
3. 8" GRANITE BASE, POLISHED TOP AND ENDS, BRP FRONT AND BACK EDGES
4. REINFORCED CONCRETE FOUNDATION (4000 PSI) WITH DEAD FLAT TOP SURFACE, SMOOTH AND CLEAN TO ACCEPT GRANITE. (FOUNDATIONS ARE DESIGNED WITH AN ASSUMED MAXIMUM ALLOWABLE SOIL BEARING PRESSURE OF 2000 PSF NET. PROVIDE #4 REBARS CONTINUOUS AND @ 12" O.C. - TYPICAL PRIOR TO CONCRETE PLACEMENT, THE BEARING CAPACITY OF THE SOIL SHALL BE INSPECTED & APPROVED BY THE PROJECT GEOTECHNICAL ENGINEER.)
5. 4" CONCRETE SIDEWALK (4000 PSI) WITH LIGHT BROOM FINISH OVER 6 MIL VAPOR BARRIER ON #57 STONE BASE OVER GEO-TEXTILE STABILIZATION FABRIC AND COMPACTED SUBGRADE, 6X6 - W2.1XW2.1 WWF, CUT TO FIT ALONG RADIAL EDGE (TYP.) - MESH MUST BE HELD UP W/ CHAIRS. HOLD WWF 2" FROM TOP. SLOPE AWAY FROM MONUMENT.
6. 1 1/4" DIA. DRILLED CORES
7. #7 BARS AT FOUNDATION THRU DRILLED CORES.
8. 1/2" EXPANSION JOINT - BOND BREAKER MATERIAL W/ CAULK, CONTINUOUS, COLORED TO MATCH CONCRETE - TYPICAL AT EACH SIDE.



© 2014 Blackwood Associates, Inc.

GOLD STAR FAMILIES MEMORIAL MONUMENT
HERSHEL "WOODY" WILLIAMS MEDAL OF HONOR FOUNDATION
WWW.HWWMOHFOUNDATION.ORG

blackwood associates inc.
www.wvarchitects.com

SECTION B

0' 1' 2' 4'

7

COMMITTEE / COUNCIL AGENDA

19.)

TO: John J. Tecklenburg, Mayor

FROM: Amy Wharton, CFO **DEPT.** BFRC

SUBJECT: BUDGET TRANSFER FOR WEST ASHLEY MASTER PLAN

REQUEST: Approval to transfer funds budgeted for a City-wide traffic study in the Traffic & Transportation Department to the Planning, Preservation and Sustainability Department for the West Ashley Master Plan.

COMMITTEE OF COUNCIL: W & M **DATE:** August 16, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	x			
Cap. Proj. Cmte. Chair				

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

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

Balance in Account ** Amount needed for this item $350,000.00

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

NEED: Identify any critical time constraint(s). Approval required at least 5 days before payment can be made per state law.

CFO's Signature: Amy Wharton

FISCAL IMPACT: **Funds allocated for the City-wide traffic study will be repurposed to fund the cost of the West Ashley Master Plan. Additional funds will be budgeted in 2017 for the anticipated additional costs of the Master Plan. **Funds will be transferred.**

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
Request for Budget Transfer

Department: Traffic and Transportation **Division:** N/a

Budget Year: 2016 **Date:** 8/16/2016

A transfer of funds to and from the following accounts in the indicated amounts is respectfully requested.

TRANSFER TO:

Account Number	Description	Amount
415000 - 52204	Planning, Preservation & Sustainability Admin, Studies	$350,000.00
Total		**350,000.00**

TRANSFER FROM:

Account Number	Description	Amount
230000-52204	Traffic and Transportation, Studies	350,000.00
Total		**350,000.00**

This transfer is requested for the following reasons:

The Mayor's Office is requesting to transfer funds budgeted in 2016 for a City-wide transportation plan and repurpose those funds to the West Ashley Master Plan.

Authorizing Signatures:

Originator: Amy Wharton (Name) CFO (Title) **Date** 8/8/2016

Department Head: _____ **Date** _____

Chief Financial Officer: _____ **Date** _____

COMMITTEE / COUNCIL AGENDA

20.)

TO: John J. Tecklenburg, Mayor

FROM: Jacob Lindsey, Director **DEPT.** PP&S

SUBJECT: CHARLESTON HEIGHTS PROJECT PROPOSAL FROM DPZ PARTNERS

REQUEST: Approval to establish a contract with DPS Partners to review and revise, as necessary, the height zones for new development within the Historic District.

COMMITTEE OF COUNCIL: W & M **DATE:** August 16, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	x			
Cap. Proj. Cmte. Chair				
Director Planning Preservation	X			
Sustainability				

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

If yes, provide the following: Dept./Div.: 415000 Account #: 52204

Balance in Account $72,360.75 Amount needed for this item $47,000

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

NEED: Identify any critical time constraint(s). Approval required at least 5 days before payment can be made per state law.

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 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.**

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Planning, Preservation, and Sustainability

PRODUCT: Consultant Services

REQUISITION NUMBER:

VENDOR: Duany, Plater-Zyberk

DATE: 6 August 2016

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

   Consultant Services to evaluate existing height districts in Charleston's Historic District

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

   No

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

   Duany Plater-Zyberk conducted a thorough study of Charleston's Historic District and the Board of Architectural Review Process in 2015. Their research and recommendations related to the heights and context of Charleston's Historic District provide an inimitable understanding of the needed consultant services.

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

   __X__YES or ____ NO

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

   We were unable to discover comparable services with another firm.

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

SIGNATURE _____ **TITLE** PLANNING DIRECTOR

DPZ PARTNERS

July 6, 2016

City of Charleston, SC
Attn: Josh Martin: Senior Advisor to the Mayor on the Built Environment
via email: martinj@charleston-sc.gov

RE: Charleston Heights Project Proposal

Dear Josh,

Thank you for considering DPZ Partners (DPZ) for continued work in Charleston. Further to our initial communications, we are pleased to provide herewith our proposal for a proposed scope of work for the code changes as they relate to building heights within the Historic District. Based on our conversation, we have taken a first pass at outlining our project scope. We can of course continue to adjust and modify our scope and approach to best suit your needs and budget.

SCOPE OF SERVICES

The following scope of services outlines DPZ's approach for the revisions to the code as it pertains to heights within the historic district(s). This scope of services entails the inclusion of height standards (by stories), through the creation of height zones which will guide the overall height of any new development. The work products associated with each of these stages are described below.

Stage 1 – Height Regulations

Stage 1 will result in the creation of a revised heights regulations for inclusion into the existing regulatory documents. It has been divided into three sub-tasks: Analysis, Workshop, and Work Product Refinement and Presentation.

Stage 1A: Analysis

DPZ will review and analyze all relevant base information, specifically any regulatory documents that are relevant to Charleston's historic district(s).

Stage 1B: Workshop

DPZ will arrive with a team of three people. A partner, project manager and a designer, will conduct a 3-day workshop that includes the following tasks:

- Lead meeting with relevant City staff to discuss project goals and code approaches;
- Review existing and permitted heights in the existing code;
- Review standards for rooftop equipment;
- Propose standards for rooftop equipment, height of equipment, parapet, screening etc.
- Conduct field analysis & mapping of existing heights;
- Propose height zones;
- Provide standards for min./max. floor-to-floor height in feet;. and
- Attend meetings and make presentations, as needed to key stakeholders and/or city officials.

DPZ PARTNERS

Following the workshop DPZ will provide the Client with an insert, formatted and ready for inclusion into the existing code containing all of the diagrams and regulations produced during the workshop. This will be provided to the Client in both hardcopy and electronic formats.

Additional Services 1: Work Product Refinement & Presentation
We anticipate that minor refinements may need to be made to the documents after the draft document is submitted. Often, new information becomes available that may affect the work. This fee includes a full generation of post-workshop revisions to the regulatory documents, if requested.

Review of Draft Work Products: Following completion of the first draft of the refined work products outlined above, DPZ, and the Client shall reconvene for a meeting to review the draft work products. This meeting shall be scheduled at least 4 weeks after the completion of the Workshop. All review comments by City staff shall be provided in the form of one set of consolidated changes. DPZ shall provide one round of revision to the work products resulting from changes discussed at this meeting, or changes requested within 30 working days after the meeting.

Presentations: DPZ will make up to two presentations to City officials and/or key stakeholders.

FEE AND SCHEDULE
We anticipate the following fees for the work products described above:

Stage 1 – Heights Regulations	
Retainer & Stage 1A: Analysis	$ 10,000
Stage 1B: Workshop	$ 29,900
Total Fees for Stage 1	**$39,900**

Additional Services – Work Refinement & Presentations	
AS 1: Work Product Refinement & Presentation	$ 7,100
Total Fees for AS1	**$ 7,100**

Fee payments shall be in accordance with the following schedule:

Stage 1:
- $10,000 as a non-refundable retainer to initiate preparation for the overall process, and for all tasks in advance of the workshop, due upon signing of the Agreement;
- $19,999 for the workshop, due on the final day of the workshop (Stage 1B); and
- $10,000 for the completion of Draft Regulations, due upon delivery of the same.

DPZ PARTNERS

AS1:

- $7,100 for further refinements and incorporation of the regulations into the cities regulatory documents, due upon submission of the same.

The above fees do not include any cost for consultants retained by you, your agents nor your partners, nor expenses for items arranged by you or other third parties. The above fees remain valid for a period of a hundred twenty (120) days from the date of this proposal.

Reimbursable expenses shall be in addition to the above fees and include, as appropriate, the costs of airfare, other transportation, accommodations, meals, supplies, postage, delivery, reproductions and other costs incurred by DPZ in its service to you. Typically, these expenses fall within the range of USD 7,000 for similar projects.

Additional Services

Additional work outside of the Scope of Services described above, may be undertaken if mutually agreed to by both parties. Such work may entail additional revisions to the City of Charleston's Zoning Code. Given the undefined nature of this potential work, it is best to tackle it on an hourly rate with a not-to-exceed cap to be defined on a case-by-case basis or for a fixed fee for a fixed additional scope.

Payment for work identified to be invoiced, either by task, upon completion and submittal of deliverables **OR** on an hourly basis, for any additional work beyond this Scope of Services, which shall be authorized in writing.

DPZ's work shall be based on the following hourly rates:

Principal	$350.
Director	250.
Senior Designer	175.
Project Manager	150.
Designer	120.
Draftsperson	100.
Clerical Staff	60.

Josh, we are very excited and energized about the prospect of working with your team on this project and look forward to discussing this proposal with you in greater detail. If this proposal is acceptable, we will forward a contract immediately. Please note that our charrettes and workshops are organized on a first-come basis and our next available slot is the week of August 8th.

Please feel free to contact me at 301.948.6223 or at marina@dpz.com or mike@dpz.com for any questions or requests for additional information.

Best regards,

Marina Khoury
Partner/Director of Town Planning