

City Hall
80 Broad Street
September 13, 2016
6:00 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Shahid
2. Approval of Minutes:
 - a.) August 16, 2016
3. Bids and Purchases
4. Resolution in support of JEDA Revenue Bonds for Mason Preparatory School (*Refer to City Council Agenda Public Hearings, Item #E-1*)
5. Police Department and Fire Department: Approval to accept the 2016 FEMA Port Security Grant in the amount of \$74,444 for the Police Department mask and communication system replacement and the Fire Department HAZMAT/WMD equipment. A match in the amount of \$24,814 will be budgeted for in 2017. The Police Department match is \$10,236, and the Fire Department match is \$14,578.
6. Police Department: Approval to submit the 2016 Countering Violent Extremism (CVE) Grant Program application to the US Department of Homeland Security in the amount of \$140,759 for personnel, recruitment, and training. This is an after-the-fact approval. No local match is required.
7. Office of Cultural Affairs: Approval to submit a grant application to the National Endowment of the Arts in the amount of \$20,000 for The Imagine Charleston Project. Funds will be used for marketing and promotion of the arts in Charleston and regionally. Due to time constraints dictated by the funding agency, this grant was submitted on August 11, 2016. A City match in the amount of \$58,000 will be budgeted in 2017 and 2018. This is an after-the-fact approval.
8. Office of Cultural Affairs: Approval to accept the grant award from the SC Arts Commission in the amount of \$25,391 for General Operating Support. City match required is \$76,173. The matching funds will be provided by private donations and earned revenues.
9. Office of Cultural Affairs: Approval to accept the grant award from the SC Arts Commission in the amount of \$9,491 for the Lowcountry Quarterly Arts Grants Program. A City match of \$9,491 is required. The matching funds will be budgeted in 2017.
10. Mayor's Office for Children Youth & Families: Approval to submit the Youth Service

America Grant Application in the amount of \$500 for the Global Youth Service Day. If awarded, this will engage 250 youth throughout the Charleston Community in service-learning, community service, and volunteerism. Due to time constraints, this grant application was submitted on August 20, 2016. No City match is required. This is an after-the-fact approval.

11. Mayor's Office for Children Youth & Families: Approval to accept the AmeriCorps VISTA Continuation grant (11VSSC002) from the Corporation for National and Community Service. The City share of up to \$122,311 for up to 7 AmeriCorps VISTAS will come from site fees collected from each site hosting a VISTA. This is an after-the-fact approval.
12. Parks: Approval to submit the 2016 LOWES/Keep America Beautiful Community Partner Grant in the amount of \$5,000 for the Compost Rangers. Program funds will go towards supplies that will create composting cubes at various community gardens and schools. Due to time constraints, this grant was submitted on August 10, 2016. No City match is required. This is an after-the-fact approval.
13. Planning Preservation and Sustainability: Approval to accept the Technical Assistance grant in the amount of \$85,700 from SC Forestry & Green Infrastructure Center to map and evaluate the City's urban tree canopy and determine how best to incorporate urban forests into the City's stormwater management program and sea level rise plan, and update all related City ordinances to reflect new goals. Joint effort with GIS, Parks and Public Service. GIC will provide a match of \$4,000. The City match is \$30,000 in kind staff assistance to provide base data for analysis and review work product/make suggestions to strengthen plan.
14. Parks-Capital Projects: Approval of Trolley Barn Parking Lot Fee Amendment #2 to the Professional Services Contract with Stantec Consulting Services, Inc. in the amount of \$11,190 due to unforeseen requirements imposed by SCDOT. This amendment includes modifications to the construction documents and hydrology report to address SCDOT concerns and revisions to the permit documents. The change will increase the base contract value beyond the \$50,000 limit of "Small Professional Services" contracts. However, given the amount of effort expended to date, and the unforeseen nature of the requirements leading to the change, approval of this amendment as a "Sole Source" is being requested. The total project budget remains unchanged. The total contract time will increase by 273 days. The approval of Fee Amendment #2 will result in an \$11,190 increase to the Stantec Consulting Services, Inc. Professional Services Contract to \$62,990. The funding source for this project is the Parking Fund.
15. Parks-Capital Projects: Approval of West Ashley Greenway Improvements, Parkdale to Croghan Landing, Fee Amendment #1 to the Professional Services Contract with Jerry Regenbogen Consulting, LLC in the amount not to exceed \$5,250 for additional permitting services due to the permitting requirements being more extensive than originally anticipated. Additional work is estimated to require 75-90 days beyond the authorization to proceed, subject to delays by permitting reviews. Fee Amendment #1

will increase the Professional Services Contract with Jerry Regenbogen Consulting, LLC from \$38,844 to \$44,094 and thus over the \$40,000 threshold. The funding sources for this project are: 2013 General Fund Reserves (\$700,000) and 2015 Charleston Transportation Committee (\$140,000).

16. Parks-Capital Projects: Approval of a Professional Services Contract with Liollo Architecture, Inc. in the amount of \$501,900 for the Savannah Highway Fire Station (FS#11). This amount is for basic services including structural, civil, MEP, fire protection, and back-up fuel system engineering consultants in addition to architectural design, and covers all design, bidding, and construction administration phases. The Professional Services Contract will obligate \$501,900 of the \$8,505,131 project budget. The funding source for this project is: 2015 Installment Purchase Revenue Bond (\$8,505,131).
17. Parks-Capital Projects: Approval of a Construction Contract with Howell and Howell Contractors in the amount of \$7,638,940 for the construction of the Louis Waring, Jr. West Ashley Senior Center. Contractor indicates 23% MWBE participation in the amount of \$1,100,704. 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 \$9,499,109 project budget, of which the \$7,638,940 construction contract will be funded. The funding sources for this project are: 2012 General Fund Reserves (\$2,227,000), 2013 General Fund Reserves (\$2,000,000), 2014 General Fund Reserves (\$1,300,000), 2014 General Obligation Bond (\$3,300,000), Charleston County (\$422,109) and Capital Contribution from Roper St. Francis (\$250,000).
18. Public Service: Approval of lump sum work authorization #4 in the amount of \$373,025 under existing Master Agreement for Professional Services with URS for development of watershed master plan for Dupont/Wappoo area. The plan will utilize field collected drainage infrastructure data to develop modeling for stormwater master planning and future watershed development. The plan will identify stormwater drainage infrastructure improvement projects based upon future build-out within the watershed. Drainage funds will be used to fund this contract.
19. Public Service: Approval of Addendum #18 in the amount of \$100,000 for Woolpert, Inc. to perform continued management support in the Church Creek Special Stormwater Management Area to include ICPR stormwater model updates, review of design/model calculations, design services, verification surveys, attendance of client/public meetings, and other related duties.
20. The Committee on Real Estate: (Meeting was held September 12, 2016 at 5:00 p.m., City Hall, 80 Calhoun Street)
 - a. Approval of a one-day rental in the amount of \$500 (for damage deposit only; rental fee waived) for MOJA Arts Festival Tribute Luncheon on October 15, 2016. This property is owned by Magnolia Plantation. (Magnolia Plantation and Gardens; 3550 Ashley River Road).

- b. Approval of a rental in the amount of \$300 for annual MOJA Arts Festival Gospel Concert October 2, 2016. This property is owned by Trinity United Methodist Church. (Trinity United Methodist Church; 273 Meeting Street).
- c. Request approval for the Mayor to execute the attached Lease Agreement whereby the City leases to the Medical University of South Carolina 70 spaces located at Stoney Field Parking Lot. This property is owned by the City of Charleston. (TMS: 460-00-00-007 and 460-00-00-031)
- d. Request approval for the Mayor to execute the attached Exclusive Storm Water Drainage Easement whereby Richard R. Knoth is providing the City with an exclusive 15-foot wide permanent storm drainage easement. This property is owned by Richard R. Knoth. (Greenleaf Street; TMS: 464-00-00-042)
- e. Request approval for the Mayor to execute the attached Contract of Sale whereby the City intends to purchase from the South Carolina Department of Transportation .0168 acres of land located at the southeastern quadrant of the intersection of Lee and Meeting Street, known as Parcel K, for \$44,000. This property is owned by South Carolina Department of Transportation. (Southeastern corner of Lee and Meeting Street; TMS: 459-05-04-217)
- f. Request approval for Mayor to execute the attached Lease Amendment for a temporary fire station to be built in accordance with the terms of the lease. This property is owned by Guy P. McSweeney. (Cainhoy Road; TMS: 263-00-01-062)
- g. (i) Request authorization for the Mayor to execute the attached Tri-Party Agreement to Provide Interim Funding for WestEdge Infrastructure Costs between the City of Charleston, SC, Medical University Foundation, and Horizon Project Foundation, Inc. This property is owned by the City of Charleston and MUSCF. [Horizon Redevelopment Project Area (the "TIF District")]

(ii) Authorize MUSCF and HPF to amend the Acquisition Agreements for Phase 1A and 1B to extend the closing dates as determined by the Board of Directors or Executive Committee of HPF. This property is owned by MUSCF.
- h. Update and potential action on mediation regarding 11 Todd Street
- i. Consider the following annexations:
 - (i). 614 Stoneboro Court (TMS#343-15-00-099) 0.23 acre, James Island (District 11). The property is owned by Erin Hitchinson.
 - (ii). 2027 Woodcliff Street (TMS# 355-15-00-060) 0.23 acre, West Ashley (District 2). The property is owned by Nicholas and Elaine Boyer.
 - (iii). Secessionville Road (TMS# 427-00-00-006, 427-00-00-116, 427-00-00-117, 427-00-00-250 and 427-00-00-251) 2.14 acres, James Island (District 6). This property is owned by ION Venture LLC.

- (iv). Grimball Road Extension (TMS#427-00-00-086) 0.79 acre, James Island (District 6). This property is owned by Johnny Troutman and Eunice Troutman.
- (v). 1830 Maybank Highway Extension (TMS# 343-04-00-007) 1.0 acre, James Island (District 11). This property is owned by Maria and Steven Mungo.

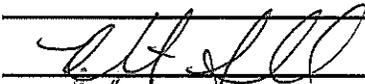
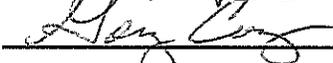
COMMITTEE / COUNCIL AGENDA

3a.)

TO: John J. Tecklenburg, Mayor
FROM: Robert Somerville DEPT. Traffic & Transportation
SUBJECT: INTELIGHT 2070ATC-LDX TRAFFIC CONTROLLERS
REQUEST: Approval to establish a contract for Intelight 2070ATC-LDX Traffic
Controllers with MaxTime Local Traffic Software from Control Technologies,
Inc., 2776 S. Financial Court, Sanford, FL 32773.
Solicitation #16-B024R

COMMITTEE OF COUNCIL: Ways & Means DATE: September 13, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<u>Traffic & Transportation</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<u>Procurement Director</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

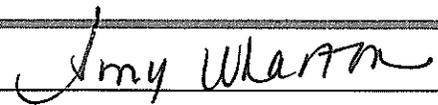
FUNDING: Was funding previously approved? Yes No N/A

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

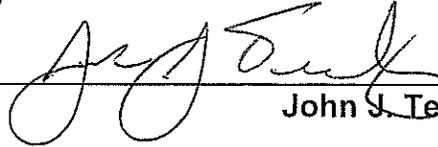
Balance in Account * Amount needed for this item \$100,000.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:
*Funds were reserved from 2015 General Fund Reserves. This will be included in a future 2016 budget amendment.

Mayor's Signature: 
John J. Tecklenburg, Mayor

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

BID TABULATION SHEET
CITY OF CHARLESTON
 Charleston, South Carolina

Traffic & Transportation

DATE: JULY 21, 2016

SOL# 16-B024R

BUYER: ROBIN B. ROBINSON

INTELLIGHT 2070 ATC-LDX CONTROLLER

QTY	DESCRIPTION	BIDDER		BIDDER		BIDDER		BIDDER	
		UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
130 ea	Intelligent 2070ATC-LDX Controller (with MaxTime Local Traffic Software and Linux Operating System)	2,832.00	\$368,160.00						
	Spare Parts								
	Model 2070-4A Power Supply Module	406.00							
	Model 2070 1C CPU Module	730.00							
	Model 2070-2A Field I/O Module	585.00							
	Model 2070-2E Field I/O Module	585.00							
	3D Front Panel	352.00							
	3B Front Panel	298.00							
	Software Site License	400.00							
	Maintenance and Support	75.00/hr							
	TL-WR702N Wireless Route or Equal	39.00							
	Motorola Xoom Android WiFi Tablet or equal	598.00							
	C Tech Offered: Samsung Galaxy Tablet								
60 hrs	Training	75.00	4,500.00						
	SUB-TOTAL								
	Shipping		Included						
	8.5% Taxes		31,293.60						
	TOTAL		\$403,953.60					No Bid	

COMMENTS: ** Tax and Total Do Not Include the cost of spare part items. These are on an as need basis and quantity ordered is unknown at this time.
 ***There is not tax on Training and Maintenance and Support. Those are services, which are not taxable.

BUYER: 

WITNESS: 

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

**AGREEMENT BETWEEN THE CITY OF CHARLESTON
AND CONTROL TECHNOLOGIES, INC. FOR
INTELIGHT TRAFFIC CONTROLLERS WITH MAXTIME LOCAL TRAFFIC
SOFTWARE**

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

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

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish services and any necessary supplies and equipment for the Intelight 2070ATC-LDX Traffic Controllers with MaxTime Local Traffic Software in accordance with Solicitation #16-B024R. All attachments and exhibits, including Exhibits A, B, C, D and E listed below, shall be incorporated herein:

- Exhibit A: Solicitation #16-B024R (the “Invitation for Bid”)
- Exhibit B: Addenda to Solicitation
- Exhibit C: Insurance Requirements
- Exhibit D: Contractor’s Bid
- Exhibit E: Contractor’s Cost Pricing Sheet

1. The Contractor shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services as described in Exhibit A, Exhibit B and Exhibit D as approved by the City in fulfilling its obligations as set forth in this Agreement. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.
2. The Contractor shall provide the goods and/or services as set forth and described in Exhibit A, Exhibit B and Exhibit D as approved by the City to this Agreement and specifically detailed in any Purchase/Work Orders, if any, as may be issued from time-to-time by the City.
3. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit C, and is competent and able to provide professional and high quality goods and/or services to the City in accordance with this Agreement.

4. The Contractor shall bill only for work according to Exhibit A, Exhibit B and Exhibit D as approved by the City and the proposed pricing for such work as shown in Exhibit E. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.
5. The Contractor agrees to send any and all reports of work done by the Contractor to the City on a regular basis and to the agreed upon City Representative.

§2. CONTRACT TERM

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

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed \$100,000.00 (One Hundred Thousand Dollars and Zero Cents) to be made in accordance with the Invitation for Bid, Addenda and the Contractor(s)' Bid Response and Cost Pricing Sheet, Exhibits A, B, D and E. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

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

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

§5. SUBCONTRACTORS

- A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended Subcontractors, the Subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested by the City.
- B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City's Director of Procurement.
- C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.
- D. If at any time the City's Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.
- E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.

§6. INDEMNIFICATION

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

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

officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

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

§8. GRATUITIES AND KICKBACKS

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

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

§9. TERMINATION

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

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

§10. ASSIGNMENT

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

§11. NOTICES

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

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

To:
Control Technologies, Inc.
Michael R. Day
President
2776 S. Financial Court
Sanford, FL 32773

With copies to:

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

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

§12. CHANGE ORDERS

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

§13. ENTIRE AGREEMENT

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

§14. GOVERNING LAWS

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

§15. LICENSE AND PERMITS

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

§16. PUBLICITY RELEASES

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

§17. INDEPENDENT CONTRACTOR

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

§18. SEVERABILITY

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

§19. WAIVER OF CONTRACTUAL RIGHTS

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

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

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

§21. BACKGROUND CHECK

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

§22. SC STATE AND LOCAL TAX

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

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

Contractor shall calculate that portion of this Agreement that is subject to the eight and one-half percent (8.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

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

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

WITNESSES FOR THE CITY:

Date: _____

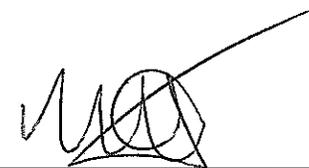
John J. Tecklenburg
Mayor
Date: _____

Name
Date: _____

WITNESSES FOR VENDOR:



Name
Date: 8/22/16



Michael R. Day
President
Date: 8/22/16



Name
Date: 8/22/16



EXHIBIT A

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

Bid Number: 16-B024R Bids will be received until: July 21, 2016 @ 1:00pm	
Bid Title: Intelight 2070ATC-LDX Controllers w/MaxTime Local Traffic Software	
Mailing Date: June 24, 2016 Direct Inquiries to: Robin B. Robinson, Senior Buyer	
Vendor Name:	FEIN/SS#:
Vendor Address:	
City – State – Zip:	
Telephone Number:	Fax Number:
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____	Title: _____
Date: _____	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.	

IMPORTANT

1. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any Bid received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation.
2. **Bidder may mail, or hand-deliver response to the Procurement Division.** Bids delivered to any other location will not be accepted. **Do Not Fax** in the Bid response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.
3. **DEADLINE FOR SUBMISSION OF OFFER:** Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]
4. Questions regarding this solicitation must be submitted to Robin Robinson in writing no later than **2:00pm on July 7, 2014**. Questions may either be faxed to 843-720-3872 or emailed to Robin Barrett-Robinson @ robinsonr@charleston-sc.gov.

INSTRUCTIONS TO BIDDERS

1. Submit one (1) signed original response. *(Unless otherwise specified in the solicitation.)* Bids must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Bids must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Bid. Each sealed envelope containing a Bid shall be marked on the outside with the Bidder's complete Name, Address, Solicitation Number, Description of Services Requested by along with the Due Date and Time. If you do not choose to submit a Bid, please complete and return the enclosed "No Bid" response form.

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

2. Bidders must clearly mark as "**Confidential**" each part of their Bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The agency reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.
3. Bids must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the Bid.
4. Bids should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.
5. If an error is made before submitting the Bid, the error should be crossed out, corrections entered and initialed by the person signing the Bid. Erasures or use of typewriter correction fluid may be cause for rejection. No Bid shall be altered or amended after specified time for opening.
6. Bids may be withdrawn by written request received from the Bidder prior to the time set for opening of Bids, but not thereafter.
7. Bids should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request

- “at cost” for the City’s internal use. The City reserves the right to reproduce Bids for internal use in the evaluation process.
8. All Bids shall provide a straight forward, concise description of Bidder’s ability to satisfy the requirements of the Solicitation.
 9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.
 10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any Bid which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all Bids submitted and to use any ideas in a Bid regardless of whether that Bid is selected. Submission of a Bid indicates acceptance by the Bidder of the conditions contained in this Solicitation, unless clearly and specifically noted in the Bid submitted and confirmed in any resulting contract between the City of Charleston and the Bidder selected.
 11. No substitutions shall be considered after the contract award except by Amendment.
 12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Bidder if such is to the advantage of the City. Therefore, any one Bid submitted by more than one company shall be deemed to be a Bid for a joint venture between or among the companies so submitting Bids unless the Bid clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.
 13. All Bids should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a Bid, or if the Bid fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the Bid.
 14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Bidder’s ability to provide said services.
 15. The Bidder is solely responsible for all costs and expenses associated with the preparation of the Bid and of any supplementary presentation (including any oral presentation) requested by the City.
 16. GRATUITIES AND KICKBACKS
 - A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase

request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or Bid therefore.

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

17. BIDDER REPRESENTATIONS

Each Bidder by submitting a Bid represents that:

- A) The Bidder has read and understands this Solicitation (including all Specifications and Attachments) and that its Bid is made in accordance therewith.
- B) The Bidder has reviewed the Solicitation and has become familiar with the local conditions under which the scope of work is to be performed. The failure or omission of an Bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this Bid or any resulting contract.
- C) The Bid is based on the terms, materials, services and obligations required by this Solicitation, without exception.
- D) The Bidder is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Bidder's best skills and attention.
- E) The Bidder is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

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

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the Bid or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline

for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Bidder shall be bound by such addenda whether or not received by the Bidder. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

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

21. AWARD OF CONTRACT

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

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

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

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

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

22. CONTRACT ADMINISTRATION

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

23. NOTICE OF AWARD OF CONTRACT

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

24. NOTICE TO PROCEED

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

25. OTHER CONTRACTS

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

26. MODIFICATION

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

27. INDEPENDENT CONTRACTOR

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

28. INSURANCE REQUIREMENTS

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

29. INDEMNIFICATION

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

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent,

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

30. BIDDER'S QUALIFICATIONS

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

31. ASSIGNMENT

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

32. SUBCONTRACTORS

- A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.
- B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.
- C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of

the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

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

33. SUSPENSION OF WORK

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

34. TERMINATION

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

B) For Default: If the Contractor fails to comply with the terms of this Agreement, (specifically the quality of the product and the just in time delivery requirements), the City shall notify the Contractor in writing with the specifics regarding such noncompliance. The City then reserves the right to terminate this Agreement by written notice to the Contractor within thirty (30) days and shall be entitled to recover all fees, costs, claims or damages incurred as a result of the Contractor's breach of this Agreement, including reasonable attorney's fees and costs of legal action instituted by the City to collect such fees, costs, claims or damages. The Contractor shall not be entitled to any costs or damages resulting from a termination for default.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

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

- B) By signing its Bid, the successful Bidder(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.
- C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

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

37. PERMITS AND LICENSES

- A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.
- B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. GOVERNING/CONTROLLING LAW

The Agreement shall be governed by the laws of the State of South Carolina. The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the City of Charleston. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in a Circuit Court for the Ninth Judicial Circuit sitting in Charleston, South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to the contract. The prevailing party shall be entitled to attorney's fees and the cost of said litigation.

39. STATE AND LOCAL TAXES

- A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.
- B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT Form

I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

- C) Contractor shall calculate that portion of the contract which is subject to the eight and one-half percent (8.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.
 - D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.
40. INCORPORATION BY REFERENCE
The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Bid Response Form and Pricing List, and affidavits shall become part of the contract for this Project.
41. PRIME CONTRACTOR RESPONSIBILITIES
The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.
42. OWNERSHIP OF MATERIAL:
Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.
43. DRUG-FREE WORKPLACE:
(Note: This clause applies to any resultant contract of \$50,000 or more). The City of Charleston has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed Bid, you are certifying that you shall comply with this Act. (See Section 44-107-30). This shall certify to the using agency your compliance.
44. FUNDING
Bidders shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Bidder shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
45. SUBMITTING CONFIDENTIAL INFORMATION
(August 2002): (An overview is available at www.state.sc.us/mmo/legal/foia.htm) For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the word "CONFIDENTIAL" on every page, or portion

thereof, that Bidder contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the words "TRADE SECRET" on every page, or portion thereof that Bidder contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the word "PROTECTED" on every page, or portion thereof, that Bidder contends is protected by Section 11-35-1810. All markings must be conspicuous: use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Bidder shall not mark its entire Bid (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If a Bid or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Bidder shall not be allowed to mark the entire page. By submitting a Bid to this Solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Bidder's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a Bid, Bidder agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Bidder marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.)

46. RECORDS RETENTION & RIGHT TO AUDIT

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

47. COST

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

48. UNSUCCESSFUL BIDDERS

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

49. PAYMENT FOR GOODS & SERVICES

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

50. DISCUSSION/NEGOTIATION:

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

51. NON-DISCRIMINATION

The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

52. DEFAULT

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

53. FORCE MAJURE

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

54. EXCEPTIONS AND DEVIATIONS

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

55. PROMPT PAYMENT DISCOUNT TERMS
Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.
56. REJECTION
The City reserves the right to reject any Bid that contains prices for individual items or services that are unreasonable when compared with the same or other Bids if such action is in the best interest of the City.
57. ARBITRATION
Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.
58. GUARANTEE AND WARRANTIES
The Bidder shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.
59. PUBLICITY RELEASES
Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
60. AMENDMENTS
All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Bidders who have notified the City Procurement Division of receipt of the Bid.
61. WITHDRAWALS
Bids may be withdrawn by written request received from the Bidder prior to the time set for opening of Bids, but not thereafter.
62. AFFIRMATIVE ACTION
The successful Bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
63. WAIVER
The City reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the City.
64. RESPONSE PERIOD
All responses shall be good for a minimum period of ninety (90) calendar days.
65. CONTRACT TERMS
The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the

extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

INSURANCE REQUIREMENTS

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

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
 - 1. Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 10 93.
 - 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.
- B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Contractor shall maintain limits no less than the following:
 - 1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
 - 2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3. **WORKERS’ COMPENSATION:** Statutory limits are required by South Carolina state law, and employer’s liability limits of \$100,000 per accident.
 - 4. **PROFESSIONAL LIABILITY:** \$1,000,000 per claim/\$1,000,000 aggregate limit, with a deductible of \$20,000.

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

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

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

- H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.
- I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

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

NO BID RESPONSE FORM

Bid Number: 16-B024R	Bids will be received until: July 21, 2016 @ 1:00pm
Bid Title: Intelight 2070ATC-LDX Controllers w/MaxTime Local Traffic Software	
Mailing Date: June 24, 2016	Direct Inquiries to: Robin B. Robinson, Senior Buyer
Vendor Name:	FEIN/SS#:
Vendor Address:	
City – State – Zip:	
Telephone Number:	Fax Number:
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____	Title: _____
Date: _____	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.	

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

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

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

Comments: _____

Bid Number: 16-B024R	Bids will be received until: July 21, 2016 @ 1:00pm
Bid Title: Intelight 2070ATC-LDX Controllers w/MaxTime Local Traffic Software	
Mailing Date: June 24, 2016	Direct Inquiries to: Robin B. Robinson, Senior Buyer

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached Bid, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this Bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to Bid by all conditions of this solicitation and certify that I am authorized to sign this Bid. *By submission of a signed Bid, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.* I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name
As registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Email Address

Telephone Number

Toll-Free Number (if available)

Fax Number

Remittance Address

Date

City, State, Zip

Federal Tax ID (FEIN)/SS Number

SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

Yes No

If so, please provide a copy of your certificate with your response.

CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

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

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

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

BUSINESS NAME: _____

CHARLESTON STREET ADDRESS: _____

SIGNATURE: _____ TITLE: _____

By: _____
(Print Name)

Sworn to and subscribed before me at _____
State of _____, this _____ day of _____, 20__.

_____(SEAL)
Notary Public for _____
My Commission Expires _____

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

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston SC, 29401, (843) 973-7247.

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

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

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

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.
 - Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.

AND

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

OR

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

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

Name of Company: _____

Signature

Date

Print Name

Title

Witness

AFFIDAVIT A
Page 1 of 2

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

Affidavit of _____
(Name of Bidder)

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

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

- 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. *Complete Affidavit A, Page 2.*
- 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- 5. Attended any pre-solicitation meetings scheduled by the City.
- 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. *(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)*
- 8. Provided 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.

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

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

Signature: _____
Title: _____

AFFIDAVIT A
Page 2 of 2

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

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

1. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <hr/> <input type="checkbox"/> Follow up Verification
2. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <hr/> <input type="checkbox"/> Follow up Verification
3. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <hr/> <input type="checkbox"/> Follow up Verification
4. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <hr/> <input type="checkbox"/> Follow up Verification

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

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

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

Signature: _____

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

Title: _____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

AFFIDAVIT B

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

Affidavit of _____, I hereby certify that on the _____
(Name of Bidder), Total Project Amount \$ _____
(Project Name)

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

(Attach additional sheets if needed)

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

Total MBE Participation: _____ % \$ _____

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

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

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

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

Signature: _____

Title: _____

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

Notary Public for the State of _____

My Commission Expires: _____

Notary Seal:

Print Name: _____

Phone Number: _____

Address: _____

AFFIDAVIT C

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

Affidavit of _____
(Name of Bidder)

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

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

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

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

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

Signature: _____

Title: _____

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

Notary Seal:

General Information

The City of Charleston, South Carolina is soliciting vendors for expansion **2070ATC-LDX Intelight Controllers to include 1-C Cpu Module w/MaxTime local intersection software and Linux operation system** for its existing ATMS system. **The Vendor must provide detailed information of product/service they are bidding.**

Procurement Process

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

Questions

Every effort has been made to insure that all information needed by the Bidder is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. ***The City Will Not Accept telephone calls or visits regarding this Solicitation.*** All questions shall be in writing and addressed to: **Robin B. Robinson, Senior Buyer, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov.** *Written Questions may also be faxed to: 843-720-3872. All questions must be received before 2:00pm on July 7, 2016.* No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

Oral Statements

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

Contractor Solely Responsible for Performance

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

Disqualification of Bidders

Bidders may be disqualified for any of the following reasons:

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

Contract Negotiations

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

Vendor's Duty to Inspect and Advise and Declare All Costs

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

Receipt of Bids

Bids must be submitted to and received by the City no later than the date and time specified within this solicitation. Bidders mailing Bids should allow a sufficient mail delivery period to insure timely receipt (*July 21, 2016 @ 1:00pm*) of their proposal by the City. Bids received after the scheduled due date and time will not be considered.

Number of Bids to be Submitted

Each Vendor must submit one (1) **Unbound Original** (please use a paper clip or binder clip) and one (1) **digital copy (Flash Drive or CD)**. Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the bid, the solicitation identification number specified in the solicitation and note "**Original**" on the original bid.

Bid Format

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

- a) All bids should be clearly marked "**16-B024R – 2070L Intelight Controllers**"
- b) All bids must be submitted in a sealed envelope. Sealed envelopes are to be placed in one mailing envelope marked "**16-B024R – 2070L Intelight Controllers**".
- c) Bids **must be submitted by mail or hand delivered** to Robin B. Robinson, Senior Buyer, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
- d) Proposals **must be received** in the City's Procurement Office **no later than 1:00pm on July 21, 2016. Late proposals will not be accepted for any reason.**
- e) **No more than one bid may be submitted by any Vendor.**
- f) The proposal must be signed by an official authorized to contractually bind the Vendor.
- g) All forms from this solicitation requiring signature must be included in the bid.

References/Experiences

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

Confidentiality

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

Term of Contract

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

Bid Preparation

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

Basis for Award

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

Bid #: 16-B024R Vendor: _____

Quantity	Description	Unit Price	Total Price
130 each	Intelight 2070ATC-LDX Controllers (with MaxTime Local Traffic Software and Linux operating system) Includes the following modules: <ul style="list-style-type: none"> ❖ Model 2070-1C CPU Module ❖ Model 2070-2E Field I/O Module ❖ Model 2070-3D Front Panel ❖ Model 2070-A Power Supply ❖ Data Key 		
	<u>Spare Parts</u> <ul style="list-style-type: none"> ❖ Model 2070-4A Power Supply Module ❖ Model 2070 1C CPU module ❖ Model 2070-2A Field I/O Module ❖ Model 2070-2E Field I/O Module ❖ 3D Front Panel ❖ 3B Front Panel ❖ Software Site License ❖ Maintenance and Support ❖ TL-WR702N Wireless Router or Equal ❖ Motorola Xoom Android WiFi Tablet or equal 		
60 hrs.	Training		
	Sub-Total		
	Freight		
	8.5% Taxes		
	Total		
<p>**Note: The City will not purchase all of these at once.</p> <p>*** The initial term of the Agreement shall be for one (1) year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.</p>			

References

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

<p>Name: _____</p> <p>Address: _____ _____</p> <p>Phone/Fax: _____</p> <p>Email: _____</p>
<p>Name: _____</p> <p>Address: _____ _____</p> <p>Phone/Fax: _____</p> <p>Email: _____</p>
<p>Name: _____</p> <p>Address: _____ _____</p> <p>Phone/Fax: _____</p> <p>Email: _____</p>
<p>Name: _____</p> <p>Address: _____ _____</p> <p>Phone/Fax: _____</p> <p>Email: _____</p>
<p>Name: _____</p> <p>Address: _____ _____</p> <p>Phone/Fax: _____</p> <p>Email: _____</p>

Vendor's Checklist

1. Did you provide required information and sign the front page of the solicitation?
___ Yes ___ No
2. Did you sign the Certificate of Familiarity form?
___ Yes ___ No
3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
___ Yes ___ No
4. Did you sign the applicable Affidavit?
___ Yes ___ No
5. Did you mark your "Original" Bid and provide the required # of copies?
___ Yes ___ No
6. Did you complete and include all pricing sheets?
___ Yes ___ No
7. Did you include the required references?
___ Yes ___ No
8. Did you provide a copy of insurance and all other documentation requested?
___ Yes ___ No
9. Did you include and sign any addenda?
___ Yes ___ No
10. Did you double check to make sure you have included everything that is requested?
___ Yes ___ No

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

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

EXHIBIT B

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



Addendum #1 Questions & Answers

T: (843) 724-7312
F: (843) 720-3872

Date: July 8, 2016
To: All Offerors
From: Robin Barrett-Robinson, Senior Buyer
Subject: Solicitation #16-B024R – Intelight 2070ATC-LDX Controllers w/MaxTime
Local Traffic Software

This Addendum No. 1 modifies the solicitation only in the manner and to the extent as stated herein.

I. Questions and Answers:

Q-1 Will the City accept bids for other types of 2070 controllers as well?

A-1 The City will not except bids for other types of 2070 controllers.

Respondent shall acknowledge receipt of this addendum by completing this section and returning it with the Bid Submittal. Failure to acknowledge this addendum may be cause for rejection.

Offeror

Title

Authorized Representative

Date

EXHIBIT C

INSURANCE REQUIREMENTS

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

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
 - 1. Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 10 93.
 - 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.
- B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Contractor shall maintain limits no less than the following:
 - 1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
 - 2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3. **WORKERS’ COMPENSATION:** Statutory limits are required by South Carolina state law, and employer’s liability limits of \$100,000 per accident.
 - 4. **PROFESSIONAL LIABILITY:** \$1,000,000 per claim/\$1,000,000 aggregate limit, with a deductible of \$20,000.

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

- G. All coverages for Subcontractors shall be subject to all the requirements stated herein.
- H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.
- I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

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

EXHIBIT D
Bid Response



ORIGINAL

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

Bid Number: 16-B024R		Bids will be received until: July 21, 2016 @ 1:00pm	
Bid Title: Intelight 2070ATC-LDX Controllers w/MaxTime Local Traffic Software			
Mailing Date: June 24, 2016		Direct Inquiries to: Robin B. Robinson, Senior Buyer	
Vendor Name: Control Technologies, Inc.		FEIN/SS#: 59-2038877	
Vendor Address: 2776 S. Financial Court			
City – State – Zip: Sanford, FL 32773			
Telephone Number: 407-330-2800		Fax Number: 407-330-2804	
Minority or Women Owned Business:			
Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If so, please provide a copy of your certificate with your response.			
Authorized Signature:		Title: President	
Date: 7/18/16			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.			

IMPORTANT

1. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any Bid received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation.
2. **Bidder may mail, or hand-deliver response to the Procurement Division.** Bids delivered to any other location will not be accepted. **Do Not Fax** in the Bid response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.
3. **DEADLINE FOR SUBMISSION OF OFFER:** Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]
4. Questions regarding this solicitation must be submitted to Robin Robinson in writing no later than **2:00pm on July 7, 2014**. Questions may either be faxed to 843-720-3872 or emailed to Robin Barrett-Robinson @ robinsonr@charleston-sc.gov.

INSTRUCTIONS TO BIDDERS

1. Submit one (1) signed original response. *(Unless otherwise specified in the solicitation.)* Bids must be mailed or hand-delivered. Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Bids must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401. Failure to do so may result in a premature opening of, or failure to open such Bid. Each sealed envelope containing a Bid shall be marked on the outside with the Bidder's complete Name, Address, Solicitation Number, Description of Services Requested by along with the Due Date and Time. If you do not choose to submit a Bid, please complete and return the enclosed "No Bid" response form.

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

2. Bidders must clearly mark as "Confidential" each part of their Bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The agency reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.
3. Bids must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the Bid.
4. Bids should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.
5. If an error is made before submitting the Bid, the error should be crossed out, corrections entered and initialed by the person signing the Bid. Erasures or use of typewriter correction fluid may be cause for rejection. No Bid shall be altered or amended after specified time for opening.
6. Bids may be withdrawn by written request received from the Bidder prior to the time set for opening of Bids, but not thereafter.
7. Bids should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request

“at cost” for the City’s internal use. The City reserves the right to reproduce Bids for internal use in the evaluation process.

8. All Bids shall provide a straight forward, concise description of Bidder’s ability to satisfy the requirements of the Solicitation.
9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.
10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any Bid which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all Bids submitted and to use any ideas in a Bid regardless of whether that Bid is selected. Submission of a Bid indicates acceptance by the Bidder of the conditions contained in this Solicitation, unless clearly and specifically noted in the Bid submitted and confirmed in any resulting contract between the City of Charleston and the Bidder selected.
11. No substitutions shall be considered after the contract award except by Amendment.
12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Bidder if such is to the advantage of the City. Therefore, any one Bid submitted by more than one company shall be deemed to be a Bid for a joint venture between or among the companies so submitting Bids unless the Bid clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.
13. All Bids should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a Bid, or if the Bid fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the Bid.
14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Bidder’s ability to provide said services.
15. The Bidder is solely responsible for all costs and expenses associated with the preparation of the Bid and of any supplementary presentation (including any oral presentation) requested by the City.
16. GRATUITIES AND KICKBACKS
 - A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase

request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or Bid therefore.

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

17. BIDDER REPRESENTATIONS

Each Bidder by submitting a Bid represents that:

- A) The Bidder has read and understands this Solicitation (including all Specifications and Attachments) and that its Bid is made in accordance therewith.
- B) The Bidder has reviewed the Solicitation and has become familiar with the local conditions under which the scope of work is to be performed. The failure or omission of an Bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this Bid or any resulting contract.
- C) The Bid is based on the terms, materials, services and obligations required by this Solicitation, without exception.
- D) The Bidder is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Bidder's best skills and attention.
- E) The Bidder is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

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

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the Bid or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline

for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Bidder shall be bound by such addenda whether or not received by the Bidder. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

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

21. AWARD OF CONTRACT

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

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

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

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

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

22. CONTRACT ADMINISTRATION

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

23. NOTICE OF AWARD OF CONTRACT

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

24. NOTICE TO PROCEED

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

25. OTHER CONTRACTS

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

26. MODIFICATION

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

27. INDEPENDENT CONTRACTOR

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

28. INSURANCE REQUIREMENTS

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

29. INDEMNIFICATION

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

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent,

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

30. BIDDER'S QUALIFICATIONS

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

31. ASSIGNMENT

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

32. SUBCONTRACTORS

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

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

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

D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of

the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

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

33. SUSPENSION OF WORK

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

34. TERMINATION

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

B) For Default: If the Contractor fails to comply with the terms of this Agreement, (specifically the quality of the product and the just in time delivery requirements), the City shall notify the Contractor in writing with the specifics regarding such noncompliance. The City then reserves the right to terminate this Agreement by written notice to the Contractor within thirty (30) days and shall be entitled to recover all fees, costs, claims or damages incurred as a result of the Contractor's breach of this Agreement, including reasonable attorney's fees and costs of legal action instituted by the City to collect such fees, costs, claims or damages. The Contractor shall not be entitled to any costs or damages resulting from a termination for default.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

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

- B) By signing its Bid, the successful Bidder(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.
- C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

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

37. PERMITS AND LICENSES

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

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

38. GOVERNING/CONTROLLING LAW

The Agreement shall be governed by the laws of the State of South Carolina. The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the City of Charleston. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in a Circuit Court for the Ninth Judicial Circuit sitting in Charleston, South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to the contract. The prevailing party shall be entitled to attorney's fees and the cost of said litigation.

39. STATE AND LOCAL TAXES

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

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

I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

- C) Contractor shall calculate that portion of the contract which is subject to the eight and one-half percent (8.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.
- D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. INCORPORATION BY REFERENCE

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

41. PRIME CONTRACTOR RESPONSIBILITIES

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

42. OWNERSHIP OF MATERIAL:

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

43. DRUG-FREE WORKPLACE:

(Note: This clause applies to any resultant contract of \$50,000 or more). The City of Charleston has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed Bid, you are certifying that you shall comply with this Act. (See Section 44-107-30). This shall certify to the using agency your compliance.

44. FUNDING

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

45. SUBMITTING CONFIDENTIAL INFORMATION

(August 2002): (An overview is available at www.state.sc.us/mmo/legal/foia.htm) For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the word "CONFIDENTIAL" on every page, or portion

thereof, that Bidder contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the words "TRADE SECRET" on every page, or portion thereof that Bidder contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the word "PROTECTED" on every page, or portion thereof, that Bidder contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Bidder shall not mark its entire Bid (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If a Bid or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Bidder shall not be allowed to mark the entire page. By submitting a Bid to this Solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Bidder's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a Bid, Bidder agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Bidder marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.)

46. RECORDS RETENTION & RIGHT TO AUDIT

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

47. COST

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

48. UNSUCCESSFUL BIDDERS

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

49. PAYMENT FOR GOODS & SERVICES

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

50. DISCUSSION/NEGOTIATION:

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

51. NON-DISCRIMINATION

The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

52. DEFAULT

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

53. FORCE MAJURE

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

54. EXCEPTIONS AND DEVIATIONS

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

55. PROMPT PAYMENT DISCOUNT TERMS
Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.
56. REJECTION
The City reserves the right to reject any Bid that contains prices for individual items or services that are unreasonable when compared with the same or other Bids if such action is in the best interest of the City.
57. ARBITRATION
Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.
58. GUARANTEE AND WARRANTIES
The Bidder shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.
59. PUBLICITY RELEASES
Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
60. AMENDMENTS
All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Bidders who have notified the City Procurement Division of receipt of the Bid.
61. WITHDRAWALS
Bids may be withdrawn by written request received from the Bidder prior to the time set for opening of Bids, but not thereafter.
62. AFFIRMATIVE ACTION
The successful Bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
63. WAIVER
The City reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the City.
64. RESPONSE PERIOD
All responses shall be good for a minimum period of ninety (90) calendar days.
65. CONTRACT TERMS
The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the

extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

INSURANCE REQUIREMENTS

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

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
1. Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 10 93.
 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.
- B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Contractor shall maintain limits no less than the following:
1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
 2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. **WORKERS’ COMPENSATION:** Statutory limits are required by South Carolina state law, and employer’s liability limits of \$100,000 per accident.
 4. **PROFESSIONAL LIABILITY:** \$1,000,000 per claim/\$1,000,000 aggregate limit, with a deductible of \$20,000.

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

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

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

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

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

Required certificates should be mailed to:

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

Bid Number: 16-B024R	Bids will be received until: July 21, 2016 @ 1:00pm
Bid Title: Intelight 2070ATC-LDX Controllers w/MaxTime Local Traffic Software	
Mailing Date: June 24, 2016	Direct Inquiries to: Robin B. Robinson, Senior Buyer

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached Bid, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this Bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to Bid by all conditions of this solicitation and certify that I am authorized to sign this Bid. *By submission of a signed Bid, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.* I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Control Technologies, Inc.

Company Name
As registered with the IRS

2776 S. Financial Court

Correspondence Address

Sanford, FL 32773

City, State, Zip

mike@cttraffic.com

Email Address

800-865-2745

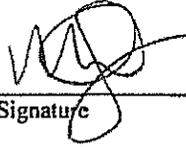
Toll-Free Number (if available)

2776 S. Financial Court

Remittance Address

Sanford, FL 32773

City, State, Zip



Authorized Signature

Michael R. Day

Printed Name

President

Title

407-330-2800

Telephone Number

407-330-2804

Fax Number

7/18/16

Date

59-2038877

Federal Tax ID (FEIN)/SS Number

SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

Yes No

If so, please provide a copy of your certificate with your response.

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

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston SC, 29401, (843) 973-7247.

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

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

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

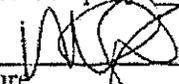
All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.
 - Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.
 - AND
 - Affidavit B – Work to be Performed by Minority and/or Women-owned Firms
 - OR
 - Affidavit C – *Intent to Perform Contract with Own Workforce*, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

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

Name of Company: Control Technologies, Inc.


Signature
Michael R. Day
Print Name

Witness

7/18/16
Date
President
Title

AFFIDAVIT C

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

Affidavit of Control Technologies, Inc.
(Name of Bidder)

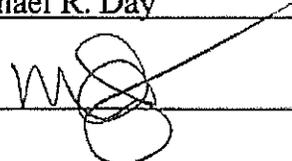
I hereby certify that it is our intent to perform 100% of the work required for the _____
16-B024R- Intelight 2070ATC-LDX Controllers w/ MaxTime contract.
(Name of Project)

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

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

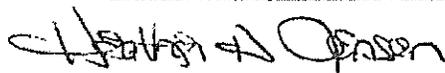
I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information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

Date: 7/18/16 Name of Authorized Officer (Print/Type): Michael R. Day

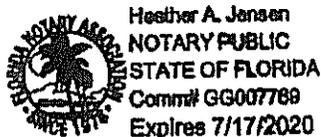
Signature: _____


Title: President

Sworn to before me this 18th day of July, 2016
Notary Public for the State of Florida
My Commission Expires: 7/17/20
Print Name: Hester A. Jensen
Phone Number: 407-330-2800
Address: 2776 S. Financial Ct.
Sarasota, FL 34233



Notary Seal:



General Information

The City of Charleston, South Carolina is soliciting vendors for expansion **2070ATC-LDX Intelight Controllers to include 1-C Cpu Module w/MaxTime local intersection software and Linux operation system** for its existing ATMS system. The Vendor must provide detailed information of product/service they are bidding.

Procurement Process

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

Questions

Every effort has been made to insure that all information needed by the Bidder is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. ***The City Will Not Accept telephone calls or visits regarding this Solicitation. All questions shall be in writing and addressed to: Robin B. Robinson, Senior Buyer, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov. Written Questions may also be faxed to: 843-720-3872. All questions must be received before 2:00pm on July 7, 2016.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

Oral Statements

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

Contractor Solely Responsible for Performance

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

Disqualification of Bidders

Bidders may be disqualified for any of the following reasons:

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

Contract Negotiations

The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions

of the contract will be no less advantageous than the provisions of this solicitation or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

Vendor's Duty to Inspect and Advise and Declare All Costs

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

Receipt of Bids

Bids must be submitted to and received by the City no later than the date and time specified within this solicitation. Bidders mailing Bids should allow a sufficient mail delivery period to insure timely receipt (*July 21, 2016 @ 1:00pm*) of their proposal by the City. Bids received after the scheduled due date and time will not be considered.

Number of Bids to be Submitted

Each Vendor must submit one (1) **Unbound Original** (please use a paper clip or binder clip) and one (1) digital copy (Flash Drive or CD). Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the bid, the solicitation identification number specified in the solicitation and note "**Original**" on the original bid.

Bid Format

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

- a) All bids should be clearly marked "**16-B024R – 2070L Intelight Controllers**"
- b) All bids must be submitted in a sealed envelope. Sealed envelopes are to be placed in one mailing envelope marked "**16-B024R – 2070L Intelight Controllers**".
- c) **Bids must be submitted by mail or hand delivered** to Robin B. Robinson, Senior Buyer, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
- d) **Proposals must be received in the City's Procurement Office no later than 1:00pm on July 21, 2016. Late proposals will not be accepted for any reason.**
- e) **No more than one bid may be submitted by any Vendor.**
- f) The proposal must be signed by an official authorized to contractually bind the Vendor.
- g) All forms from this solicitation requiring signature must be included in the bid.

References/Experiences

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

Confidentiality

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

Term of Contract

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

Bid Preparation

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

Basis for Award

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

References

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

<p>Name: <u>City of Tallahassee- Wayne Bryan</u></p> <p>Address: <u>911 Easterwood Drive</u> <u>Tallahassee, FL 32311</u></p> <p>Phone/Fax: <u>850-891-2080</u></p> <p>Email: <u>wayne.bryan@talgov.com</u></p>
<p>Name: <u>City of Charleston- Troy Mithcell</u></p> <p>Address: <u>180 Lockwood Drive</u> <u>Charleston, SC 29403</u></p> <p>Phone/Fax: <u>843-724-7379</u> Fax: <u>843-722-5956</u></p> <p>Email: <u>mitchellt@charleston-sc.gov</u></p>
<p>Name: <u>Georgia DOT- Belinda Winfield</u></p> <p>Address: <u>935 E. Confederate Ave.</u> <u>Atlanta, GA 30316</u></p> <p>Phone/Fax: <u>404-635-2460</u> Fax: <u>404-635-2960</u></p> <p>Email: <u>bwinfield@dot.ga.gov</u></p>
<p>Name: <u>Dade County Traffic- James Jackson</u></p> <p>Address: <u>7100 NW 36th Street</u> <u>Miami, FL 33166</u></p> <p>Phone/Fax: <u>305-592-5925</u> Fax: <u>305-477-6422</u></p> <p>Email: <u>jhj@miamidade.gov</u></p>
<p>Name: _____</p> <p>Address: _____ _____</p> <p>Phone/Fax: _____</p> <p>Email: _____</p>

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



Addendum #1 Questions & Answers

T: (843) 724-7312
F: (843) 720-3872

Date: July 8, 2016
To: All Offerors
From: Robin Barrett-Robinson, Senior Buyer
Subject: Solicitation #16-B024R – Intelight 2070ATC-LDX Controllers w/MaxTime Local Traffic Software

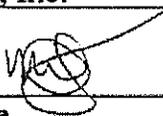
This Addendum No. 1 modifies the solicitation only in the manner and to the extent as stated herein.

I. Questions and Answers:

Q-1 Will the City accept bids for other types of 2070 controllers as well?

A-1 The City will not except bids for other types of 2070 controllers.

Respondent shall acknowledge receipt of this addendum by completing this section and returning it with the Bid Submittal. Failure to acknowledge this addendum may be cause for rejection.

Control Technologies, Inc.
Offeror
Michael R. Day 
Authorized Representative

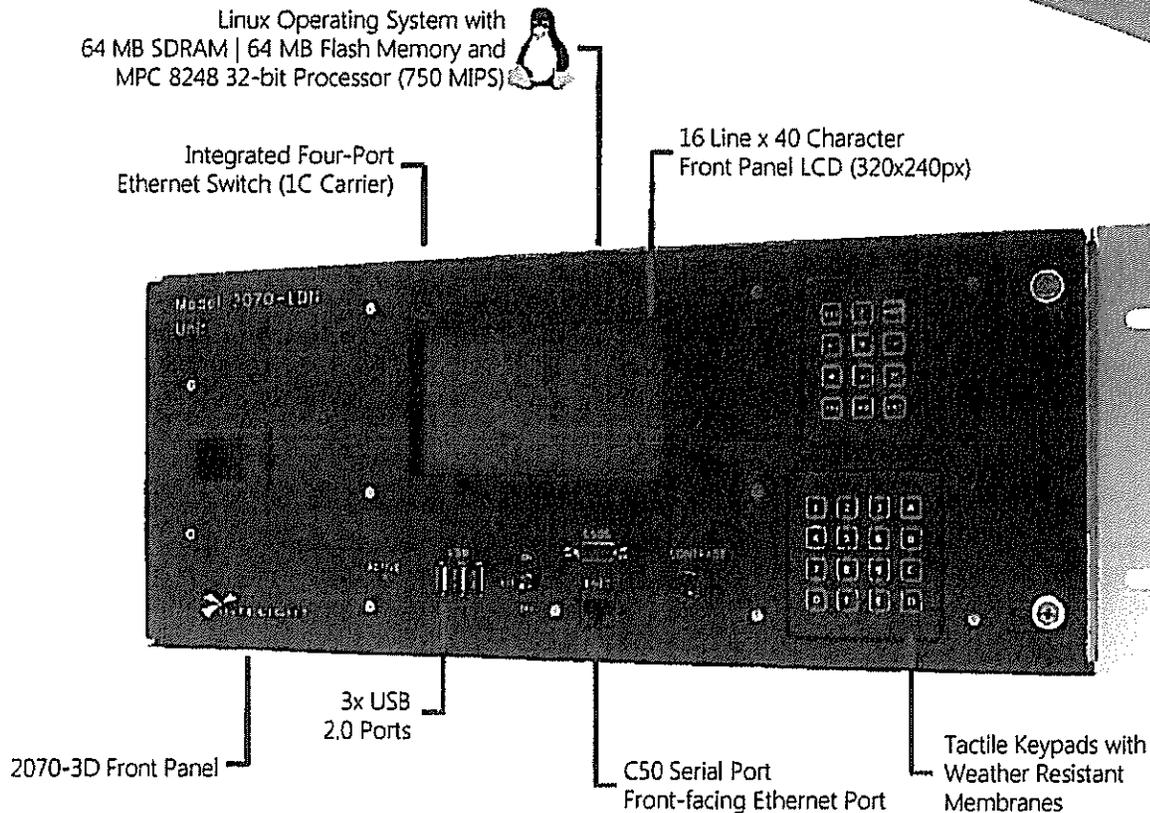
President
Title
7/19/16
Date



2070 CONTROLLER LDX

34X / 33X / 170 Style Traffic Signal Controller

Advanced Traffic Controller

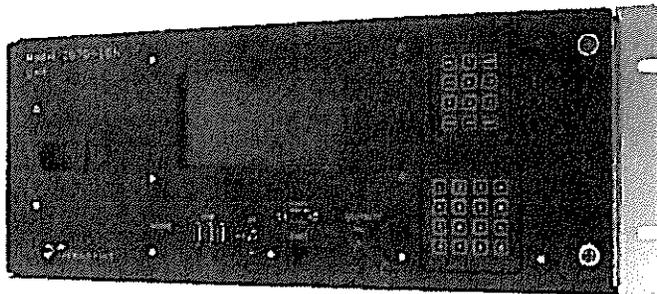


OVERVIEW

The 2070LDX Controller is part of Intelight's award winning "X-Series" CalTrans/170/33X Controller Line. The 2070LDX meets and exceeds the current ATC, CalTrans, and NTCIP standards providing agencies with a robust, industry leading, true open architecture hardware platform. The LDX runs Linux on a PowerPC motherboard offering speed, performance and multi-thread capabilities for today and the future. The layout of the ports provides front-facing access of the Ethernet ports, USB and serial connections. The 2070LDX includes a large backlit 16x40 LCD screen.

PLATFORM

- Compliant with latest ATC 5.2b, ATC 6.1 (latest draft) and Caltrans 2009 TEES (2070-1C) specifications
- Open Linux O/S Architecture for hosting various 2070 Software Applications
- Runtime libraries per ATC5.2b (ATC 6.1 latest draft)
- Full support for all required ATC 6.1 software drivers under the latest Linux kernel release v 3.0
- Configurable 170, 170E, 2070, NEMA TS-1, TS-2 Type -2 Parallel Interfaced Cabinet Applications
- Also Configurable for NEMA TS-2 Type 1 and ITS Serially Interfaced Cabinets Applications
- Heavy Duty Model 2070-4A Power Supply
- Environmentally hardened (Operating ambient temperature from -40C to +80 C)

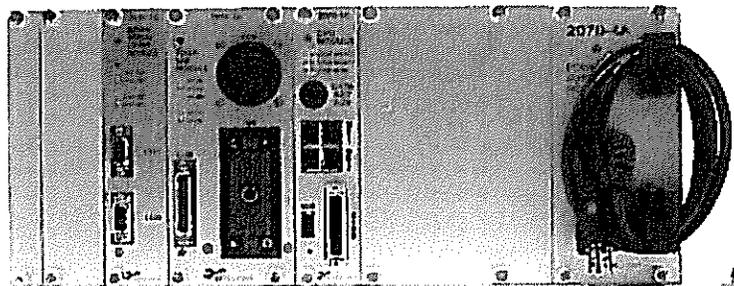


HARDWARE CONFIGURATIONS

- 2070LDX Includes 2070-2A Field I/O Module for parallel interface to 170/170E/2070 Cabinets
- 2070LDX-2N Includes 2070-2N Field I/O Module for serial interface with ITS and NEMA TS-2 Type 1 Cabinets
- 2070LDX-N Includes 2070-N1 Extensions for TS-1 & TS-2 Type 2 Cabinets
- 2070LDX-B Includes 2070-2B Field I/O Module for interface to ITS Cabinets and other RS-485 peripherals

2070-1C CPU Card

- 2070 Slot Carrier Module with front panel support for
 - 2070 Standard 1X module
 - 3.3v DataKey socket
 - 4x RJ45 Ethernet ports
 - TEES compliant D type 25pin C13S port
 - Fully Compliant to latest Caltrans TEES 2070 Specifications
- Engine Board CPU Module
 - Fully 2070 hardware and software compliant with latest national ITE/NEMA/ASSHTO 2070 standard
 - Motorola (Freescale) MPC8248, 32-bit, 400 MHz, PowerPC Instruction
 - 64 Megabytes of DRAM
 - 64 Megabytes of Flash Memory
 - 7 Serial Ports (SP1-6, SP8)
 - RTC Time Reference with extended hold up



Distributed by:



Intelight, Inc. • 3450 S. Broadmont Dr. • Suite 126 • Tucson, AZ 85713 • Phone: 520.795.8808 • info@intelight-its.com

All information and specifications are subject to change without notice. Registered names and trademarks are owned by their respective owners.

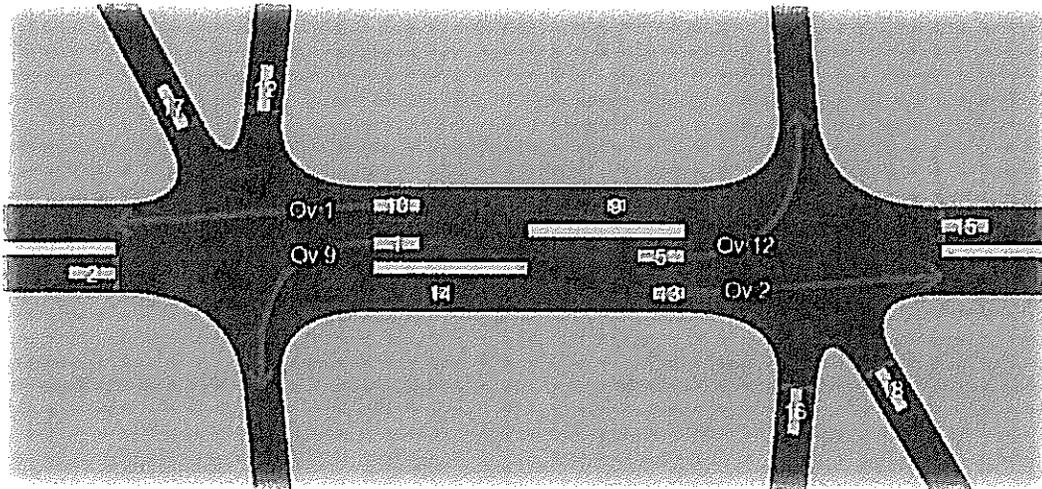


Traffic Controller Software

NEMA, 2070, ATC, 170 Smart Card

SOFTWARE SOLUTIONS

MaxTime



Sample MaxTime Status Display as Viewed from Front Panel, Tablet or Smart-Phone (No App Required)

OVERVIEW

Using the Linux platform, Intelight's award winning MaxTime local controller software was built directly from the current NTCIP, NEMA, MUTCD, and FHWA (including NTCIP v2.06 and ATC v5.2) standards as opposed to adapting older software to the newer standards. In addition to establishing the most complete NTCIP compliant Linux based platform in the industry, MaxTime has been intuitively designed with logical menu structures and providing built in user functions that typically require complex logic strings or modified controller operations. Contact Intelight today to see MaxTime can help update your signal operations system to 21st century technology.

HIGHLIGHTS

- Monitor and configure timings wirelessly from a laptop, tablet, or smart-phone without database editor or 3rd party software
- Runs on Linux O/S (Partial Support on OS-9)
- Supports Serial and/or Ethernet Communications
- 40 Phases, 16 Rings, 20 Sequences, 32 Overlaps
- 10 Phase Tables, 10 Detector Tables (Select by TOD)
- Built-In Master/Closed Loop Functionality
- Peer to Peer communications
- Locally Adaptive Transit Prioritor
- Full NTCIP MIB Supplied with Software License
- Preconfigured or User Defined Cabinet Support (332, 336, TS-1, TS-2, ITS)

UNIQUE FUNCTIONALITY

- Peer to Peer communications between controllers
- Intuitive and advanced user logic programming
- Onboard web server (Edit database through web browser, no proprietary database editor)
- Monitor and modify timings from Windows and Apple computers, IPAD, Tablets, Smart Phone without special software
- Store and switch between hundreds of timing databases on controller
- Easy, automated software updates via Network or USB flash drive (no need for terminal servers or proprietary installer programs)

SUPPORT ADVANCED INTERSECTION CONFIGURATIONS

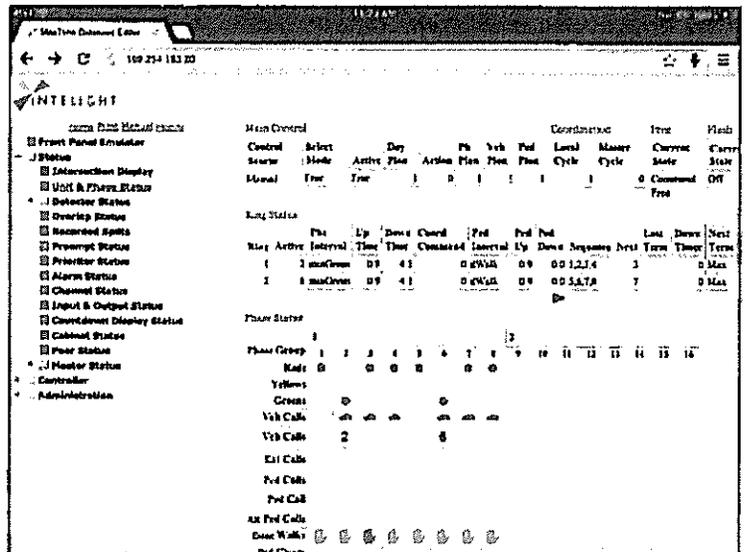
- Single Point Urban Interchange (SPUI)
- Continuous Flow Intersections (CFI)
- Diverging Diamond Interchange (DDI)
- Compound Intersections with Multiple Approaches
- Light Rail Transit (LRT) Applications
- HAWK / Pedestrian Hybrid Beacons
- Preemption Routing

MaxTime
Front
Panel User
Interface

Phase	1	2	3	4	5	6	7	8	9
Walk	0	0	0	0	0	0	0	0	0
PedClr	0	0	0	0	0	0	0	0	0
Don'tWalk	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
MinOvrn	5	5	5	5	5	5	5	5	5
Passage	2:0	3:0	2:0	2:0	2:0	3:0	2:0	2:0	2:0
Max 1	45	60	35	60	45	60	35	60	45
Max 2	0	0	0	0	0	0	0	0	0
Max 3	1	1	1	1	1	1	1	1	1
YelChg	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
RedClr	1:0	1:0	1:0	1:0	1:0	1:0	1:0	1:0	1:0
RedRvzt	0:0	0:0	0:0	0:0	0:0	0:0	0:0	0:0	0:0
CynMax	0	0	0	0	0	0	0	0	0
MaxStep	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
plyGcn	0	0	0	0	0	0	0	0	0
plyRed	0	0	0	0	0	0	0	0	0

FEATURES & USABILITY

- Extended Pedestrian features including: delayed walk, delayed, green, and alternate Walk/FDW timing per 2009 US MUTCD
- Multiple Overlap types including :
 - NTCIP: Types 1 through 3
 - Flashing Yellow Arrow (FYA) displays
 - Flashing Red Arrow (FRA) displays
 - Prot/Perm Canadian Operation
 - Light Rail Transit (LRT) bar indications
 - Pedestrian (normal and minus green/yellow)
 - Right-Turn with Conflicting Pedestrian
- 128 independently programmable coordinated or free timing patterns
- Master/Slave closed loop operation included
- Linux-based (Facilitates memory and processor power expansion in future)
- Advanced Phase Intervals
 - Min Green 2
 - Pre-Green/Walk,
 - Delay Green/Walk
 - Pre-Clearance
 - Alternate Ped Times (Extended Push Time)



Sample MaxTime Status Display as Viewed from Front Panel, Tablet or Smart-Phone (No App Required)

Distributed by:



Intelight, Inc. • 3450 S. Broadmont Dr. • Suite 126 • Tucson, AZ 85713 • Phone: 520.795.8808 • info@intelight-its.com

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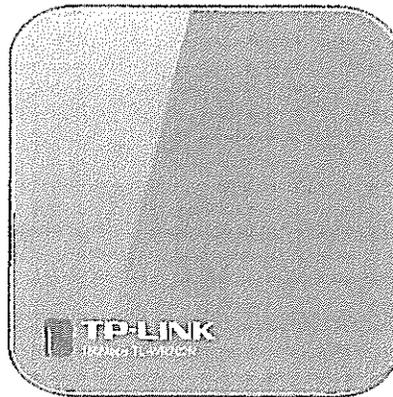


150Mbps Wireless N Nano Router

TL-WR702N Datasheet

⊙ Features:

- Compatible with IEEE 802.11n/g/b
- Wireless speed up to 150Mbps
- Compact and portable, small enough to take on the road
- Powered through a micro USB port by an external power adapter or USB connection to a computer
- Supports AP, Router, Client, Bridge and Repeater operation modes
- Supports WEP, WPA/WPA2, WPA-PSK/WPA2-PSK encryptions



⊙ Description:

At 150Mbps, the Nano router creates an instant Wi-Fi hotspot simply by plugging in the Ethernet cable from your existing network or modem. It is a smart solution to efficiently expand your wireless network for the use of laptops, mobile phones, tablets or game consoles. The design is small enough to take on the road and can be powered by an external power adapter or USB connection to a computer. The router is uniquely designed to provide exceptional wireless performance, bringing you extraordinary value at an affordable price.

Samsung - Galaxy Tab S2 - 9.7" - 32GB - Wi-Fi + 4G LTE Verizon Wireless – White



Key Specs

- **Display Type**
AMOLED
- **Screen Size**
9.7 inches
- **Touch Screen**
Yes
- **Operating System**
Android 5.1 Lollipop
- **Internet Connectivity**
Wi-Fi, 4G LTE
- **Processor Brand**
Samsung
- **Processor Model**
Samsung Exynos 5433
- **Screen Resolution**
2048 x 1536
- **Storage Capacity**
32 gigabytes

EXHIBIT E
Pricing Sheet

Bid #: 16-B024R Vendor: Control Technologies, Inc.

Quantity	Description	Unit Price	Total Price
130 each	<p>Intelight 2070ATC-LDX Controllers (with MaxTime Local Traffic Software and Linux operating system)</p> <p>Includes the following modules:</p> <ul style="list-style-type: none"> ❖ Model 2070-1C CPU Module ❖ Model 2070-2E Field I/O Module ❖ Model 2070-3D Front Panel ❖ Model 2070-A Power Supply ❖ Data Key 	\$2,832.00	\$368,160.00
	<p><u>Spare Parts</u></p> <ul style="list-style-type: none"> ❖ Model 2070-4A Power Supply Module ❖ Model 2070 1C CPU module ❖ Model 2070-2A Field I/O Module ❖ Model 2070-2E Field I/O Module ❖ 3D Front Panel ❖ 3B Front Panel ❖ Software Site License ❖ Maintenance and Support ❖ TL-WR702N Wireless Router or Equal ❖ Motorola Xoom Android WiFi Tablet or equal Samsung Galaxy Tablet 	<p>\$406.00</p> <p>\$730.00</p> <p>\$585.00</p> <p>\$585.00</p> <p>\$352.00</p> <p>\$298.00</p> <p>\$400.00</p> <p>\$75 per hour</p> <p>\$39.00</p> <p>\$598.00</p>	
60 hrs.	Training	\$75.00	\$4,500.00
	Sub-Total		\$372,660.00
	Freight		Included
	8.5% Taxes		\$31,676.10
	Total		\$404,336.10
<p>**Note: The City will not purchase all of these at once.</p> <p>*** The initial term of the Agreement shall be for one (1) year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.</p>			

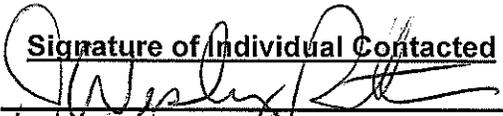
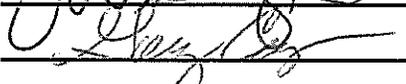
COMMITTEE / COUNCIL AGENDA

3b.)

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: ENTERPRISE LICENSE AGREEMENT WITH ESRI FOR GIS SOFTWARE (ARCGIS)
REQUEST: APPROVAL OF NEW ENTERPRISE LICENSE AGREEMENT (ELA) WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE (ESRI) FOR ARCGIS LICENSING AND SUPPORT.
SOLE SOURCE PURCHASE.

COMMITTEE OF COUNCIL: Ways & Means DATE: September 13, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Procurement	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>

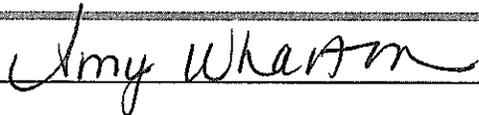
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: IT Account #: 162000-52206 *KCM*

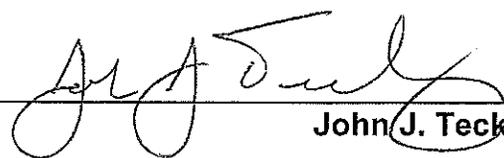
Balance in Account \$123,541.25 Amount needed for this item \$47,781.98

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

NOTES: This ESRI ArcGIS Enterprise License Agreement would replace the current annual software renewal (~\$36,500/yr) with a license plan allowing for expanded licensing to address the significant escalation in the use of GIS by City departments, including Police and Fire, for critical operations. This is an initial 3-year agreement with escalating payments (2016-\$80,000; 2017-\$90,000, 2018-\$100,000). The first year (2016) is reduced by a credit for prorated annual renewal monies already paid in July.

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature: 
John J. Tecklenburg, Mayor

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

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Information Technology

PRODUCT: ArcGIS Enterprise License Agreement

REQUISITION NUMBER: PR164685

VENDOR: Environmental Systems Research Institute, Inc. (ESRI)

DATE: August 31, 2016

1. Please state the use for this/these product(s).

ESRI ArcGIS is the primary geographic software used by the City of Charleston that is used in most of the City's operations by departments to include Police, Fire, Public Service, Planning and Traffic & Transportation.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.

No. ESRI is the developer of the software and the only source for the purchase of the software ELA.

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.

ESRI is the developer of the software and the only source for the purchase of the software ELA.

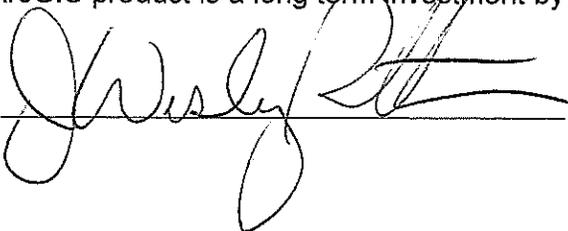
4. Have you evaluated comparable products within the last two years?

____ YES or NO X

If yes, please state the complete results of the evaluation.

If no, do you wish to evaluate this product? Explain why this item is the only acceptable product, on the market, for your utilization at this time.

The ESRI ArcGIS product is a long term investment by the City.

SIGNATURE  TITLE CIO



Pro Forma : 96358520
 Order : 3108138
 Customer : 40125
 Customer PO : REQUEST
 P.O. Date : 08/02/2016
 End User : 40125
 Project :

Document date : 08/02/2016
 Delivery :
 Contract : SMALL GOVT ELA US

City of Charleston

Phone: (909)793-2853

Pro Forma

Page : 1

Ship to:

Tracy McKee
 City of Charleston
 Information Technology
 GIS
 2 George St
 Charleston SC 29401-3582

Bill to:

City of Charleston
 Finance Dept
 P.O. Box 853
 Charleston SC 29402

For questions regarding this document, please contact Customer Service at 888-377-4575.

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal.

Item	Qty	Material Number	Price
10	1	109142 ArcGIS Network Analyst for Server Enterprise Standard(Windows) Up to Four Cores License (CREDIT)	-5,000.00
20	1	137431 Esri Business Analyst Online Level 1 Plan (for use with ArcGIS Online); Includes Up to 5 Named Users Term License Start Date: 07/08/2017 End Date: 08/31/2017	75.34
30	1	149401 Populations of 125,001 to 150,000 Small Government Term Enterprise License Agreement Start Date: 09/01/2016 End Date: 08/31/2017 Maintenance Credit for the term 9/1/16 - 7/7/17	80,000.00 - 31,036.65

Net New Charges	\$44,038.69
8.5% Sales Tax	\$3,743.29
Total:	\$47,781.98



Esri Use Only:
 Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

**SMALL ENTERPRISE LICENSE AGREEMENT
 COUNTY AND MUNICIPALITY
 (E214-5)**

This Agreement is by and between the organization identified in the Quotation ("Licensee") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Licensee's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, and the USA federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities

Desktop Software and Extensions

ArcGIS for Desktop Advanced
 ArcGIS for Desktop Standard
 ArcGIS for Desktop Basic
 ArcGIS for Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Desktop, ArcGIS Data Reviewer

Server Software and Extensions

ArcGIS for Server Workgroup and Enterprise (Advanced, Standard, and Basic)
 ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Server, ArcGIS Image Extension for Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime Standard
 ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

Limited Quantities

One (1) Annual Subscription to Esri Developer Network (EDN) Standard*
 One (1) Esri CityEngine Advanced Single Use License
 One (1) Esri CityEngine Advanced Concurrent Use License
 One (1) ArcGIS Online Subscription
 One (1) Portal for ArcGIS Subscription

OTHER BENEFITS

One (1) ArcGIS Online subscription with specified named users and credits as determined in the program description	Level 6
One (1) Portal for ArcGIS term subscription with specified named users as determined in the program description	Level 6
Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested**	2
Virtual Campus Annual User License allowance	10,000
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

* Maintenance is not provided for these items.

**Additional sets of backup media may be purchased for a fee.

Licensee may accept this Agreement by signing and returning the whole Agreement with a sales quotation, purchase order, or other document ("Ordering Document") that matches the Quotation and references this Agreement. **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** Unless otherwise mutually agreed to, this Agreement is effective as of the date of the last signature on the signature page ("Effective Date") or, if no date is provided with the signature, the date of Esri's receipt of Licensee's Ordering Document incorporating this Agreement by reference.

Term of Agreement: 3 years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Licensee)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

LICENSEE CONTACT INFORMATION

Contact: TRACY MCKEE

Telephone: 843-724-3769

Address: 2 GEORGE STREET

Fax: 843-965-4076

City, State, Postal Code: CHARLESTON, SC 29401

E-mail: MCKEET@CHARLESTON-SC.GOV

Country: USA

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Licensee's organization(s).

"Fee" means the fee set forth in the Quotation.

"Incident" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means (i) the applicable license agreement incorporated by this reference that is found at <http://www.esri.com/legal/software-license>; composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between the parties that supersedes such electronically acknowledged license agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Licensee during the term of this Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Licensee.

"Technical Support" means the technical assistance for attempting resolution of a reported Incident through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Licensee's point of contact(s) to provide all Tier 1 Support within Licensee's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when an Incident cannot be resolved through Tier 1 Support. Licensee will receive Tier 2 Support from Esri.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Products exclusively for Licensee's benefit. Licensee will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. The term of this Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified on the signature page, unless this Agreement is terminated earlier as provided herein. Licensee is only authorized to use Products during the term of this Agreement. For an Agreement with a limited term, Esri does not grant Licensee an indefinite or perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses and all Maintenance, Esri Virtual Campus access, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will be given a period of thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Licensee is unable to secure

funding through the legislative or governing body's approval process.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Licensee. Licensee may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Products schedule at no additional charge. Licensee's use of new or updated Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the term of this Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Licensee may continue to use Products already Deployed for the term of this Agreement, but Licensee will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits specified in the most current applicable Esri Standard Maintenance Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Licensee may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Licensee will provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of an Incident. The Tier 1 Help Desk will obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Incident.
5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Licensee may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Incident submitted by Tier 1 Help Desk.
5. When the Incident is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Licensee will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Licensee will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Licensee will provide Esri with a written report detailing all Deployments. Upon request, Licensee will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Licensee will issue an Ordering Document upon execution of this Agreement and annually thereafter in accordance with the Quotation. Payment will be due and payable within thirty (30) calendar days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) calendar days of execution of this Agreement. Esri's federal ID number is 95-2775-732.
- b. Upon receipt of the initial Ordering Document from Licensee, Esri will authorize download of the Products to Licensee for Deployment. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause the Fee to be subject to taxes. Licensee acknowledges that should such taxes become due, Esri has a right to invoice and Licensee will pay any such sales or use tax associated with its receipt of tangible media.
- c. Esri will provide Authorization Codes to activate the nondestructive copy protection program that enables the Products to operate.

8.2 Order Requirements

- a. All orders pertaining to this Agreement will be processed through Licensee's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Licensee is a commercial entity, Licensee will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Licensee with or into another corporation or entity; (ii) Licensee's acquisition of another entity; or (iii) a transfer or sale of all or part of Licensee's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Licensee's organization, that portion of Licensee's organization will uninstall, remove, and destroy or transfer the Products to Licensee.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Licensee will require any successor entity to uninstall, remove, and destroy the Products, and this Agreement will terminate upon such Ownership Change.

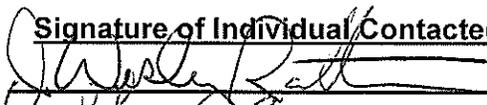
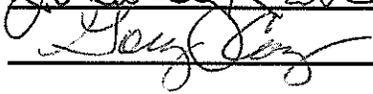
COMMITTEE / COUNCIL AGENDA

3c.)

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: ONESOLUTION SOFTWARE FOR NEW POLICE MOBILE DATA TERMINALS
REQUEST: APPROVAL OF PURCHASE WITH SUNGARD PUBLIC SECTOR FOR NEW MOBILE FIELD REPORTING LICENSES FOR NEW POLICE MOBILE DATA TERMINALS. SOLE SOURCE PURCHASE.

COMMITTEE OF COUNCIL: Ways & Means DATE: September 13, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Procurement	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

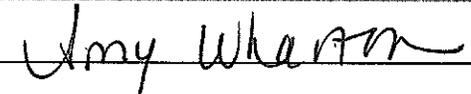
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: IT Account #: 235000-52058 *ICM*

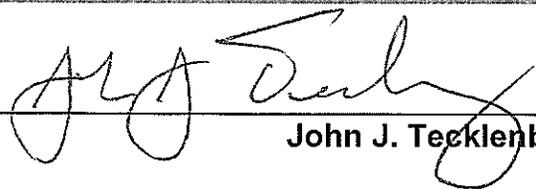
Balance in Account \$91,852.37 Amount needed for this item \$41,946.10

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

NOTES: Provides new Mobile Field Reporting (MFR) licenses for twenty (20) new Mobile Data Terminals (MDT's/laptops) purchased for the Police Department to expand mobile Computer Aided Dispatch (CAD) and Record Management System (RMS) resources for Police vehicles.

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature: 
John J. Tecklenburg, Mayor

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

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Information Technology

PRODUCT: OneSolution MFR Software Licensing

REQUISITION NUMBER: PR164671

VENDOR: Sungard Public Sector

DATE: August 31, 2016

1. Please state the use for this/these product(s).

Mobile Field Reporting (MFR) software licenses for twenty (20) new Mobile Data Terminals (laptops) used by the Police Department in Police vehicles for mobile dispatch and records access.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.

No. SunGard is the developer of the software and the only source for the purchase of the software.

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.

SunGard is the developer of the software and the only source for the purchase of the software.

4. Have you evaluated comparable products within the last two years?

____ YES or NO X

If yes, please state the complete results of the evaluation.

If no, do you wish to evaluate this product? Explain why this item is the only acceptable product, on the market, for your utilization at this time.

The Sungard OneSolution product is a long term investment by the City.

SIGNATURE Wesley [Signature] TITLE CIO

SUNGARD[®]
PUBLIC SECTOR

Add-On Quote

Quote Prepared By:

Amy Shultz
 4000 OSSI Court
 High Point, NC 27265
 Phone: (336) 885-0911 Fax: (336) 885-5329
 Email: amy.shultz@sungardps.com

Quote Prepared For:

Lin Beets, Jr., IT Project Manager
 City of Charleston
 2 George Street, Suite 2800
 Charleston, SC 29401
 (843) 577-4788

Quote	Date	Valid Until
Q-00022090	08/16/2016	11/14/2016

This is a Draft

License Fees

Mobile

Product Code	Product Name	Quantity	Ext Price	Maintenance
MCT-MFR	ONESolution MFR Client	20	16,000.00	2,560.00
MCT-MFR-ACC	ONESolution MFR Client-Accident Reporting	20	8,000.00	1,280.00
MCT-MFR-ARREST	ONESolution MFR Client-Arrest	20	6,000.00	960.00
MCT-MFR-CITATION	ONESolution MFR Client-Citation	20	8,000.00	1,280.00
MCT-MFR-DRAW	ONESolution MFR Client-Accident Wizard	20	4,000.00	640.00
MCT-MFR-RACEPROF	ONESolution MFR Client-Racial Profiling	20	4,000.00	640.00
MCT-NOCAD	ONESolution MCT Client-No CAD Interface	20	8,000.00	1,280.00
Totals:			\$54,000.00	\$8,640.00

Professional Services

Mobile

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
MCT-NOCAD	ONESolution MCT Client-No CAD Interface	Ext Price:	320.00	-	-	-	-	-	320.00
Totals:			\$320.00	-	-	-	-	-	\$320.00

Services

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
OS-PSJ-PM	ONESolution Public Safety & Justice Project Management	Ext Price:	-	-	-	-	-	-	-

Product & Services

License Fees: \$54,000.00

This is a Draft

	Professional Services:	\$320.00
	Subtotal:	\$54,320.00
Discounts		
	License Fee Discount:	\$15,660.00
Product & Services Totals		
	Net License Fees:	\$38,340.00
	Net Professional Services:	\$320.00
	Total:	\$38,660.00
	Maintenance:	\$8,640.00

Product Notes

MCT-MFR: Purchase of ONESolution MFR Client (MCT-MFR) includes the following features.

- ONESolution MFR Client (MCT-MFR)
- Case Supplements
- Field Contacts
- Incident
- Names
- Tow Impound
- Warrant Tracking

ADD TAX

\$41,946.10

MCT-NOCAD: Purchase of base product includes the following features.

- ONESolution MCT Client-No CAD Interface (MCT-NOCAD)
- ONESolution MCT Client-MAPS (MCT-MAP)

Comments:

20 Additional Mobile Licenses

Additional Terms:

This Quote constitutes a Supplement to the Contract and Agreement by and between the parties hereto. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect. As applicable for certain customers, the term "Contract and Agreement" is defined as the Software License & Services Agreement and the License Program Support Agreement between the parties hereto.

Should Customer terminate this agreement per the "Term of Contract" Section of the Contract and Agreement, the Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Licensed Program(s) are provided in and may be used in machine-readable object code form only. SunGard Public Sector offers the Customer, through a third party escrow agent, a Source Code Escrow Agreement that provides for release of the source code version of the Licensed Program(s) from escrow upon the occurrence of certain release events, such as FIS Public Sector's failure to provide required maintenance services as agreed.

This is a Draft

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel Policy.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after Delivery. There is no Testing and Acceptance period on the Licensed Program(s) herein.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

This Quote shall be effective notwithstanding any provisions as to non-availability of funds contained in the Contract and Agreement.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Licensed Program(s) to Customer.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

COMMITTEE / COUNCIL AGENDA

3d.)

TO: John J. Tecklenburg, Mayor
FROM: Laura Cabiness DEPT. Public Service

SUBJECT: SOLID WASTE DISPOSAL SERVICES

REQUEST: Approval to process a change order for previously approved contract with Carolina Waste & Recycling, LLC, 5246-B International Blvd., North Charleston, SC 29418 for temporary increase up to two (2) routes daily for four (4) months for MSW collections.

Solicitation #13-P034R

COMMITTEE OF COUNCIL: Ways & Means DATE: September 13, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
<u>Laura Cabiness</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u><i>Laura Cabiness</i></u>	<input checked="" type="checkbox"/>
<u>Procurement Director</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u><i>Gregory</i></u>	<input type="checkbox"/>

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

If yes, provide the following: Dept./Div.: 322000 Account #: 52206

Balance in Account * _____ Amount needed for this item \$166,600.00

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: *increase in services will most likely cause this line item to go over budget and will be included in a future budget amendment

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 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



JOSEPH P. RILEY, JR.
MAYOR

City of Charleston

VANESSA TURNER-MAYBANK
CLERK OF COUNCIL

South Carolina

Clerk of Council Department

March 25, 2014

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

Re: PUBLIC SERVICE - Solid Waste Disposal Services for Johns Island and Parts of West Ashley Outside I-526

Dear Mr. Bedard:

The Committee on Ways and Means and City Council, at their respective meetings on March 18, 2014, approved to establish a contract for Solid Waste Disposal Services for Johns Island and parts of West Ashley outside I-526 with Carolina Waste & Recycling, LLC, 5246-B International Blvd., North Charleston, SC 29418. Solicitation #13-P034R. This contract is based on \$8.75/home/month for 11,000 homes. The contract cost will increase depending on the need to service additional homes due to growth in the area. Anticipated start date will be June 1st. Remainder of contract will be budgeted in 2015.

Enclosed, please find one original of the construction contract. By copy of this letter, I am returning one original construction contract to Laura Cabiness in Public Service. Two original contracts have been distributed to Gary Cooper in Procurement. One original construction contract will be retained in the Clerk of Council's office.

Sincerely,


Vanessa Turner Maybank
Clerk of Council

Enclosure: As Stated

c: Mayor Joseph P. Riley, Jr. (w/o document)
Laura Cabiness (w/one (1) original document)
Amy Wharton (w/o document)
Theron Snype (w/o document)
Gary Cooper (two original document previously distributed)

Cooper, Gary

From: Scott Fennell <sfennell@carolinawaste.com>
Sent: Tuesday, August 16, 2016 10:25 AM
To: Cooper, Gary
Cc: Scott Fennell; John Chapman; Logan Bland
Subject: residential waste collection

Gary,

Carolina Waste & Recycling, LLC appreciates the opportunity to provide pricing to collect the MSW for the City of Charleston. We can provide pricing for up to 2 routes per day Monday through Thursday , 4 days per week, on various routes within the City. We can offer the same pricing for 1 route versus 2 routes daily. The proposed timeframe is a minimum of 4 months to provide the collection services. We need at a minimum 3 weeks to commence services to acquire the vehicles and train the personnel for the routes for the roughly 6,125 homes.

Carolina Waste proposes to collect the MSW for \$6.80 per cart per month. Pricing does not include the replacement of damaged or fixing carts on these routes or the collecting of bulk, e waste, or yard debris.

If you have any questions or need additional information, please do not hesitate to contact me.

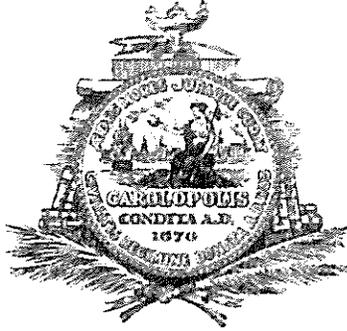
Scott

TO: Mayor and Members of Council
FROM: Jeremy L. Cook
DATE: August 31, 2016
RE: Resolution in support of JEDA Revenue Bonds for Mason Preparatory School

In order to provide the permanent financing for the construction and equipping of Mason Preparatory School's new lower school building completed in 2015, the South Carolina Jobs-Economic Development Authority (JEDA), a State Agency headquartered in Columbia, proposes to issue revenue debt, the payment of which is an obligation solely of Mason Prep. Federal tax law requires in this specific category of tax-exempt financing that a public hearing be held in the political subdivision in which the facility benefitting from the issuance of such debt is located.

Following the public hearing, Mason Prep requests that Council adopt this Resolution of support. Please note it specifically provides at Section 1 on page 1 that the project being financed "will not give rise to any pecuniary liability of the City of Charleston or a charge against its general credit or taxing power." The bonds will be issued by JEDA. Thus, the City's name will not be on the debt. The City's only involvement is to provide the forum for the required public hearing and adopt this Resolution of support as contemplated by either Federal law or JEDA's enabling legislation.

Representatives of Mason Prep and I will be at your September 13 meeting and available to answer any questions you may have. I am glad to provide you any information prior to that time as well.



RESOLUTION

IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS REVENUE BONDS OR NOTES (MASON PREPARATORY SCHOOL) PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$7,000,000

WHEREAS, the South Carolina Jobs-Economic Development Authority (the "**Authority**") is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended (the "**Act**"), to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to business enterprises which meet the eligibility requirements of Section 41-43-150 of the Act and for other purposes described in Section 41-43-160 of the Act and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina; and

WHEREAS, the Authority is further authorized by Section 41-43-110 of the Act to issue revenue bonds, payable by the Authority solely from a revenue producing source and secured by a pledge of said revenues, to defray the cost of a business enterprise as defined in the Act; and

WHEREAS, the Authority and Mason Preparatory School, a South Carolina corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Borrower**"), entered into an Inducement Agreement dated August 15, 2016 (the "**Inducement Agreement**"), pursuant to which and in order to implement the public purposes enumerated in the Act, and in furtherance thereof to comply with the undertakings of the Authority pursuant to the Inducement Agreement, the Authority proposes, subject to such approval of the State Fiscal Accountability Authority of South Carolina and the City of Charleston, as may be required by law, to issue not exceeding \$7,000,000 principal amount of revenue bonds or notes (Mason Preparatory School) (the "**Bonds**"), under and pursuant to Section 41-43-110 of the Act. The proceeds of the Bonds will be used by the Borrower for the purposes of (1) refinancing the costs of constructing and equipping a new lower school building and undertaking related renovations (collectively, the "**Project**") and (2) paying certain fees and expenses incurred in connection with the issuance of the Bonds; and

WHEREAS, the City Council of Charleston and the Authority have on this date jointly held a public hearing, duly noticed by publication in a newspaper having general circulation in the City of Charleston, not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Charleston, South Carolina, as follows:

SECTION 1. It is hereby found, determined and declared that (a) the Project will subserve the purposes of the Act, (b) the Project is anticipated to benefit the general public welfare of City of Charleston and the surrounding area by providing services, employment, recreation or other public benefits not otherwise provided locally, (c) the Project will give rise to no pecuniary liability of the City of Charleston or a charge against its general credit or taxing power, (d) the aggregate amount of bonds required to finance the Project is not exceeding \$7,000,000 which will be issued as tax-exempt bonds; and (e) the documents to be delivered by the Borrower and the Authority with respect to the Bonds will provide, among other things, (i) for the amount necessary in each year to pay the principal of and interest on the Bonds, (ii) whether reserve funds of any nature will be established with respect to the retirement of the Bonds and the maintenance of the Project (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (iii) that the Borrower shall maintain the Project and carry all proper insurance with respect thereto.

SECTION 2. The City Council of Charleston supports the Authority in its determination to issue the Bonds to defray the costs related to the Project.

SECTION 3. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its adoption.

Adopted this 13th day of September, 2016.

CITY OF CHARLESTON, SOUTH CAROLINA

(SEAL)

Mayor, City of Charleston

ATTEST:

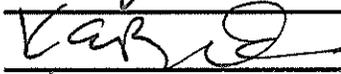
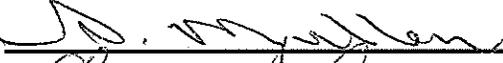
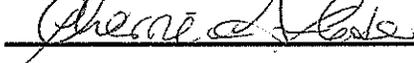
Clerk to City Council

COMMITTEE / COUNCIL AGENDA

5.)

TO: John J. Tecklenburg, Mayor
FROM: Amy K. Wharton DEPT. BFRC
SUBJECT: POLICE & FIRE DEPARTMENTS- 2016 PORT SECURITY GRANT PROGRAM
REQUEST: To accept the 2016 FEMA Port Security Grant in the amount of \$74,444 for the Police Department mask and communication system replacement and the Fire Department HAZMAT/WMD equipment
COMMITTEE OF COUNCIL: W&M DATE: September 13, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Fire Department	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Police Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

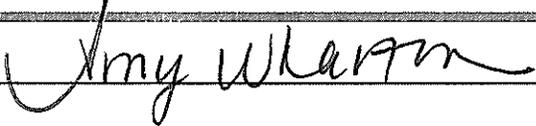
FUNDING: Was funding previously approved? Yes No N/A

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

Balance in Account _____ Amount needed for this item _____

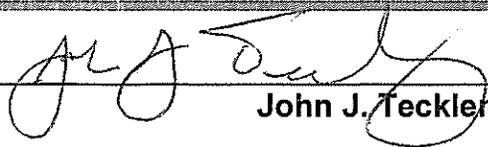
Does this document need to be recorded at the RMC's Office? Yes No

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

A match in the amount of \$ 24,814 will be budgeted for in 2017. Police Dept. match is \$10,236 and Fire Dept. match is \$14,578.

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.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

John Tecklenburg
City of Charleston
180 Meeting Street Suite 200
Charleston, SC 29401 - 1614

Re: Grant No.EMW-2016-PU-00292

Dear John Tecklenburg:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2016 Port Security Grant Program has been approved in the amount of \$74,444.00. As a condition of this award, you are required to contribute a cost match in the amount of \$24,814.00 of non-Federal funds, or 25 percent of the total approved project costs of \$99,258.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2016 Port Security Grant Program Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

BRIAN KAMOIE

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE: City of Charleston
PROGRAM: Port Security Grant Program
AGREEMENT NUMBER: EMW-2016-PU-00292-S01

TABLE OF CONTENTS

Article I	Assurances, Administrative Requirements, Cost Principles, and Audit Requirements
Article II	DHS Specific Acknowledgements and Assurances
Article III	Whistleblower Protection Act
Article IV	Use of DHS Seal, Logo and Flags
Article V	USA Patriot Act of 2001
Article VI	Universal Identifier and System of Award Management (SAM)
Article VII	Reporting of Matters Related to Recipient Integrity and Performance
Article VIII	Rehabilitation Act of 1973
Article IX	Trafficking Victims Protection Act of 2000
Article X	Terrorist Financing
Article XI	SAFECOM
Article XII	Reporting Subawards and Executive Compensation
Article XIII	Procurement of Recovered Materials
Article XIV	Patents and Intellectual Property Rights
Article XV	Notice of Funding Opportunity Requirements
Article XVI	Non-supplanting Requirement
Article XVII	Lobbying Prohibitions
Article XVIII	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article XIX	Hotel and Motel Fire Safety Act of 1990
Article XX	Fly America Act of 1974
Article XXI	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article XXII	Americans with Disabilities Act of 1990
Article XXIII	Age Discrimination Act of 1975
Article XXIV	Activities Conducted Abroad

Article XXV	Acknowledgment of Federal Funding from DHS
Article XXVI	Federal Leadership on Reducing Text Messaging while Driving
Article XXVII	Federal Debt Status
Article XXVIII	False Claims Act and Program Fraud Civil Remedies
Article XXIX	Energy Policy and Conservation Act
Article XXX	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XXXI	Duplication of Benefits
Article XXXII	Drug-Free Workplace Regulations
Article XXXIII	Debarment and Suspension
Article XXXIV	Copyright
Article XXXV	Civil Rights Act of 1968
Article XXXVI	Civil Rights Act of 1964 - Title VI
Article XXXVII	Acceptance of Post Award Changes
Article XXXVIII	Prior Approval for Modification of Approved Budget
Article XXXIX	Disposition of Equipment Acquired Under the Federal Award
Article XL	Summary Description of Project
Article XLI	National Environmental Policy Act
Article XLII	Nondiscrimination in Matters Pertaining to Faith-based Organizations

Article I - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article II - DHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of [Civil Rights and Civil Liberties](#) (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article III - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C section 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. section 2324](#), [41 U.S.C. sections 4304](#) and [4310](#).

Article IV - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article V - USA Patriot Act of 2001

All recipients must comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends [18 U.S.C. sections 175 175c](#)

Article VI - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VII - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VIII - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, [29 U.S.C. section 794](#), as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article IX - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended ([22 U.S.C. section 7104](#)). The award term is located at [2 CFR section 175.15](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

Article X - Terrorist Financing

All recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

Article XI - SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XII - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article XIII - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XIV - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XV - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

Article XVI - Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XVII - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article XVIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XIX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. section 2225.

Article XX - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under [49 U.S.C. section 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* ([49 U.S.C. section 40118](#)) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment to Comptroller General Decision B-138942](#).

Article XXI - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) respectively.

Article XXII - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. ([42 U.S.C. sections 12101 12213](#)).

Article XXIII - Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* ([Title 42 U.S. Code, section 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance

Article XXIV - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXV - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds

Article XXVI - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXVII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See [OMB Circular A-129](#).

Article XXVIII - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of [31 U.S.C. section 3729 - 3733](#) which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See [31 U.S.C. section 3801-3812](#) which details the administrative remedies for false claims and statements made.

Article XXIX - Energy Policy and Conservation Act

All recipients must comply with the requirements of [42 U.S.C. section 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXX - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. section 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

Article XXXI - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article XXXII - Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. section 701 et seq.), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

Article XXXIII - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXXIV - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article XXXV - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features (See 24 C.F.R. section 100.201).

Article XXXVI - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R., Part 21 and 44 C.F.R. Part 7.

Article XXXVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article XXXVIII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXXIX - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XL - Summary Description of Project

Project 1: Dive Response Team Enhancement (Year 2) and Underwater Communication Systems is funded for \$30,709.

Project 5: Unknown Radiological, Nuclear and Chemical Protection is funded for \$43,735.

Article XLI - National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XLII - Nondiscrimination in Matters Pertaining to Faith-based Organizations

Faith-based organizations are, under 6 C.F.R. Part 19, afforded certain protections as it relates to eligibility to receive financial assistance from DHS for social service programs, or to participate in social service programs administered or financed by DHS. Organizations that receive financial assistance from DHS for a social service program or participate in DHS social service programs have an obligation to comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19, which, among other provisions, prohibit recipient organizations from discriminating against beneficiaries on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice; and generally require recipients subject to the rule to provide certain protections, and notice of those protections, to their beneficiaries. Recipients must also comply with any other policies and procedures regarding the participation of faith-based organizations contained in applicable statutes, regulations, and guidance governing individual DHS programs.

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$99,258.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. **AGREEMENT NO.** 2. 3. **RECIPIENT NO.** 4. **TYPE OF ACTION** 5. **CONTROL NO.**
 EMW-2016-PU-00292-S01 AMENDMENT 576000226 AWARD W510977N
 NO.

6. **RECIPIENT NAME AND ADDRESS**
 City of Charleston
 180 Meeting Street Suite 200
 Charleston, SC, 29401 - 1614

7. **ISSUING FEMA OFFICE AND ADDRESS**
 Grant Operations
 245 Murray Lane - Building 410, SW
 Washington DC, 20528-7000
 POC: 866-927-5646

8. **PAYMENT OFFICE AND ADDRESS**
 Financial Services Branch
 500 C Street, S.W., Room 723
 Washington DC, 20472

9. **NAME OF RECIPIENT PROJECT OFFICER**
 Cherrie-Ann Caton

10. **NAME OF FEMA PROJECT COORDINATOR**
 Central Scheduling and Information Desk
 Phone: 800-368-6498
 Email: Askcsid@dhs.gov

11. **EFFECTIVE DATE OF THIS ACTION**
 09/01/2016

12. **METHOD OF PAYMENT**
 PARS

13. **ASSISTANCE ARRANGEMENT**
 Cost Reimbursement

14. **PERFORMANCE PERIOD**
From: 09/01/2016
To: 08/31/2019
Budget Period
 09/01/2016 08/31/2019

15. **DESCRIPTION OF ACTION**
 a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2016-SL-B411-P410- -4101-D	\$0.00	\$74,444.00	\$74,444.00	See Totals
TOTALS			\$0.00	\$74,444.00	\$74,444.00	\$24,814.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
 N/A

16 a. **FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**
 Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. **FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN**
 This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. **RECIPIENT SIGNATORY OFFICIAL (Name and Title)** _____ **DATE**
 , _____

18. **FEMA SIGNATORY OFFICIAL (Name and Title)** _____ **DATE**
 ANDREW MCLARTY, _____
 Tue Aug 23 09:47:59 GMT 2016

COMMITTEE / COUNCIL AGENDA

6.)

TO: John J. Tecklenburg, Mayor

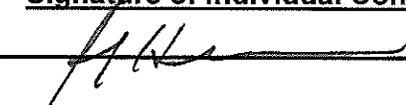
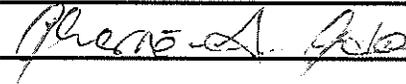
FROM: Amy Wharton DEPT. BFRC

SUBJECT: POLICE DEPARTMENT

REQUEST: To submit the 2016 Countering Violent Extremism (CVE) Grant
Program application to the US Department of Homeland Security
In the amount of \$140,759 for personnel, recruitment and training.

COMMITTEE OF COUNCIL: W&M DATE: September 13, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Police Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

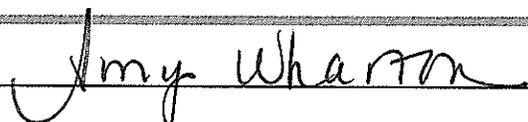
FUNDING: Was funding previously approved? Yes No N/A

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

No local match is required.

Mayor's Signature: 
John J. Tecklenburg, Mayor

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



City of Charleston

South Carolina

JOHN J. TECKLENBURG

Mayor

GREGORY G. MULLEN

Chief of Police

POLICE DEPARTMENT

The Honorable John J. Tecklenburg
Mayor
City of Charleston
80 Broad Street
Charleston, South Carolina 29401

September 13, 2016

Dear Mayor Tecklenburg,

Please be advised that the City of Charleston's Police Department is pursuing funding from the US Department of Homeland Security's Office of Community Partnerships. The funding request of \$140,759 supports hiring one civilian as a Police Recruitment & Community Relations Manager, training police officers on community needs, and funding other activities related to diversity recruiting. The application was due September 6th, 2016 and thus, when it reaches your desk, would be considered after-the-fact approval.

The purpose for pursuing this funding is to increase institutional diversity and awareness of a growing citizen body. If awarded, this proposal would allow the Community Outreach Office to reach a wider and more diverse audience of potential police and civilian employees. The Recruitment Manager would be charged with securing venues and developing polished, informative content that promotes the policing profession and the City as a preferred employer. The proposal also requests funding for a recruitment video that demonstrates the CPD's commitment to a diverse and supportive workplace.

The funding is derived through a brand new competitive grant program administered by the Department of Homeland Security, CFDA: 97.132. The competition is available to nonprofit and public organizations, including universities. The funds are awarded in the form of a 2-year





City of Charleston

JOHN J. TECKLENBURG
Mayor

South Carolina

GREGORY G. MULLEN
Chief of Police

POLICE DEPARTMENT

grant contract. No match is required. Notification of the grantor's decision will occur no later than December 1, 2016.

Please contact me at 843-720-2400 or mulleng@charleston-sc.gov should you have any questions or concerns regarding the enclosed. Thank you for your ongoing support.

Very respectfully,

Gregory Mullen, Chief of Police



COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

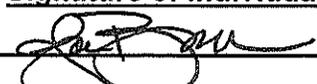
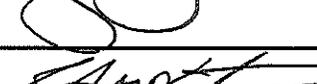
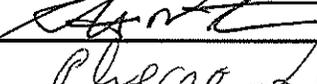
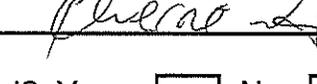
FROM: Amy K. Wharton DEPT. BFRC

SUBJECT: OFFICE OF CULTURAL AFFAIRS - NATIONAL ENDOWMENT OF THE ARTS GRANT

REQUEST: To approve the submission of a grant application to the National Endowment of the Arts in the amount of \$20,000 for The Imagine Charleston Project. Funds will be used for marketing and promotion of the arts in Charleston and regionally.

COMMITTEE OF COUNCIL: W & M DATE: September 13, 2016

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

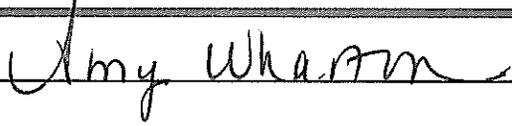
	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Office of Cultural Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>

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

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

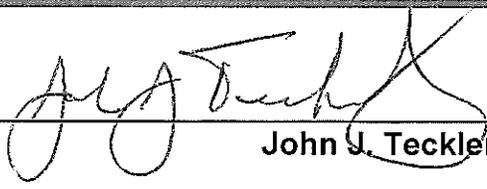
Balance in Account _____ Amount needed for this item _____

NEED: Due to time constraints dictated by the funding agency, this grant was submitted on 8-11-16.

CFO's Signature: 

FISCAL IMPACT:

A city match in the amount of \$58,000 will be budgeted in 2017 and 2018.

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.

AWIIFY1700440

View Application Data

The data below is from the application you submitted through Grants.gov. It is for review only; this information cannot be edited here. If changes are needed, contact the NEA.

Category : Art Works

Field/Discipline :

Applicant Organization Name : City of Charleston, South Carolina

Organization Address : 75 Calhoun Street, Suite 3800

Organization Address 2 :

Applicant Organization City : Charleston

Applicant Organization State : SC

Organization Zipcode : 29401-3538

Organization Website :

Project Start Date : 07/01/2017

Project End Date : 06/30/2018

Project Director Prefix Name :

Project Director First Name : Scott

Project Director Middle Name :

Project Director Last Name : Watson

Project Director Title : Director of Cultural Affairs

Part 1a: Organizational Information

Please refer to the NEA's website for instructions on how to fill out the Grant Application Form, as well as what items to upload, in "Step 2: Submit Materials to NEA-GO" for your discipline. See here for more information:

- **Arts Education:** <https://www.arts.gov/sites/default/files/fv17-art-works-step2-instructions-arts-education.pdf>

- **Dance:** <https://www.arts.gov/sites/default/files/fy17-art-works-step2-instructions-dance.pdf>
- **Folk & Traditional Arts:** <https://www.arts.gov/sites/default/files/fy17-art-works-step2-instructions-folk.pdf>
- **Literature:** <https://www.arts.gov/sites/default/files/fy17-art-works-step2-instructions-literature-rev.pdf>
- **Local Arts Agencies:** <https://www.arts.gov/sites/default/files/fy17-art-works-step2-instructions-locals.pdf>
- **Media Arts:** <https://www.arts.gov/sites/default/files/fy17-art-works-step2-instructions-media.pdf>
- **Museums:** <https://www.arts.gov/sites/default/files/fy17-art-works-step2-instructions-museums.pdf>
- **Music:** <https://www.arts.gov/sites/default/files/fy17-art-works-step2-instructions-music.pdf>
- **Opera:** <https://www.arts.gov/sites/default/files/fy17-art-works-step2-instructions-opera.pdf>
- **Presenting & Multidisciplinary Works:** <https://www.arts.gov/sites/default/files/fy17-art-works-step2-instructions-presenting-multi.pdf>
- **Theater & Musical Theater:** <https://www.arts.gov/sites/default/files/fy17-art-works-step2-instructions-theater-musical-theater.pdf>
- **Visual Arts:** <https://www.arts.gov/sites/default/files/fy17-art-works-step2-instructions-visual-arts.pdf>

OMB Number: 3135-0112

Expiration Date: 11/30/2016

NOTE: All red asterisked (*) items on this form are required and must be completed before you will be able to submit the form.

Legal Name (per your City of Charleston
IRS Determination
Letter): * :

Popular Name (if
different): :

For this application, No
are you serving as
the Parent of an
Independent
Component: * :

Mission of your organization:

Briefly summarize the mission of your organization. For non-arts organizations (e.g., universities, human service agencies), summarize your mission as it pertains to your cultural programs or services. * :

The City of Charleston Office of Cultural Affairs promotes excellence through artistic expression, enhancing the quality of life for Charleston's citizens. The OCA provides access to the arts for all citizens and plays an important role in producing and supporting programs that educate, inform, and inspire through cultural activities that celebrate creativity and diversity, while furthering Charleston's economic development and reputation as an international cultural destination.

Briefly summarize the background/history of your organization. * :

Established in 1977, the City of Charleston Office of Cultural Affairs facilitates many City initiatives including producing large-scale public events like Piccolo Spoleto, MOJA Arts Festival and Holiday Magic in Historic Charleston, and operating the City Gallery. The Office of Cultural Affairs is additionally charged with special projects for the Executive Office, such as management of the Charleston Farmers Market. The Office of Cultural Affairs oversees a quarterly subgranting program, directs promotional campaigns for the benefit of local artists and cultural bodies, conducts ongoing audience development efforts including surveys and research, and provides outreach services to the community. Office of Cultural Affairs staff also monitor and track indicators of cultural vitality gauged to national trends in an effort to effectively anticipate and address issues impacting local artists, while serving as an advocate and resource for local and regional arts constituents.

Organization Budget: Complete this section using figures from completed fiscal years. If you are a parent organization, this information should refer to the component on whose behalf you are applying.

:	Most Recently Completed FY	Previous FY	Two FYs Prior
FY End Date (MM/DD/YYYY)	12/31/2015	12/31/2014	12/31/2013
Income			
Earned	\$ 478,039	\$ 593,249	\$ 582,154
Contributed	\$ 1,062,673	\$ 1,070,513	\$ 1,050,874
TOTAL INCOME	\$ 1,540,712	\$ 1,663,762	\$ 1,633,028
Expenses			
Artistic Salaries	\$ 572,727	\$ 649,811	\$ 635,732
Production / Exhibition / Service Expenses	\$ 264,399	\$ 265,674	\$ 268,647
Administrative Expenses	\$ 607,734	\$ 633,719	\$ 692,022
TOTAL EXPENSES	\$ 1,444,860	\$ 1,549,204	\$ 1,596,401
Operating Surplus / Deficit	\$ 95,852	\$ 114,558	\$ 36,627

In the space below, discuss the fiscal health of your organization. In addition, you must explain: 1) any changes of 15% or more in either your income or expenses from one year to the next, and 2) plans for reducing any deficit (include the factors that contributed to the deficit and its amount). * :

As an arm of municipal government, any year to year operating surplus reverts to a cultural fund balance and is not available for the subsequent fiscal year's programmatic/operating budget.

Income and expense for 2015 was reduced due to weather disruption that dictated extensive cancellations of events for the MOJA Arts Festival.

Overall, the fiscal health of the City of Charleston is strong, with consistent funding at the municipal, County and State levels over the past five years. No major changes in income or expense levels are anticipated.

Part 1b: Programmatic Activities

Programmatic Activities

Submit representative examples of your **programmatic activities** for the past three years/seasons (up to 5 examples per year/season). While the headings may not fit in every case, use these spaces to demonstrate what your organization has done for the last three years. Note: You can't change the years/seasons. If you need to provide information for different years/seasons, please note the years you are using in the "Programmatic Activity notes" section below.

These examples should demonstrate **eligibility** (i.e., your organization's three-year history of programming) and the artistic excellence and merit of your organization. For projects that involve touring, list your organization's touring activities for the past three years/seasons. If you do not have touring information, leave the section blank (i.e., do not type "N/A").

Year/Season :

2013/2013-14

Title/Work/Program :
2013 Piccolo Spoleto Festival

17-day multidisciplinary arts event programmed to complement international scope of Spoleto Festival USA with work by local and regional artists

Key Artists/Personnel :
Scott Watson, Director

Charleston Symphony Orchestra
College of Charleston School of the Arts
Footlight Players
PURE Theatre
Village Rep Co.
Seed and Feed Marching Abominable
Various community ensembles

of classes, performances, exhibitions, residencies, etc. :
500

of participants or audience :
50000

Touring Info. :

Year/Season :
2013/2013-14

Title/Work/Program :
2013 MOJA Arts Festival

11-day multidisciplinary arts festival focused on African-American and Caribbean cultural heritage

Key Artists/Personnel :
Scott Watson, Director

Dayton Contemporary Dance Company
Marion Meadows
Anthony Hamilton
Tina McElroy Ansa
Art Forms & Theatre Concepts, Inc.
Midtown Productions
Various community ensembles

of classes, performances, exhibitions, residencies, etc. :
50

of participants or audience :
20000

Touring Info. :

Add more Yes
2013/2013-14
activities? :

Year/Season :
2013/2013-14

Title/Work/Program :
2013 City Gallery Exhibition Program

Key Artists/Personnel :
Scott Watson, Director

Yve Assad
David Batchelder
Olga Stamatou
Nathan Durfee
Lillian Trettin

Judy Mooney
Robert Epps
William Baldwin
Bob Kiss
Julia Cart
Reynier Llanes

of classes, performances, exhibitions, residencies, etc. :
6

of participants or audience :
10000

Touring Info. :

Year/Season :
2013/2013-14

Title/Work/Program :

Key Artists/Personnel :

of classes, performances, exhibitions, residencies, etc. :

of participants or audience :

Touring Info. :

Year/Season :
2013/2013-14

Title/Work/Program :

Key Artists/Personnel :

of classes, performances, exhibitions, residencies, etc. :

of participants or audience :

Touring Info. :

Year/Season :
2014/2014-15

Title/Work/Program :
2014 Piccolo Spoleto Festival

17-day multidisciplinary arts event programmed to complement international scope of Spoleto Festival USA with work by local and regional artists

Key Artists/Personnel :
Scott Watson, Director

Pat Conroy
Shepard Fairey
KB Solomon
Miniature Curiosa
Charleston Symphony Orchestra
College of Charleston School of the Arts
Footlight Players
PURE Theatre
Various community ensembles

of classes, performances, exhibitions, residencies, etc. :
500

of participants or audience :
50000

Touring Info. :

Year/Season :
2014/2014-15

Title/Work/Program :
2014 MOJA Arts Festival

11-day multidisciplinary arts festival focused on African-American and Caribbean cultural heritage

Key Artists/Personnel :
Scott Watson, Director

Pearl Cleage
Regina Belle
Laquavia Alston
Shanelle Woods
Da'rrell Ravenell
Christal Brown Gibson
The Citadel Choir
Art Forms & Theatre Concepts, Inc.

of classes, performances, exhibitions, residencies, etc. :
50

of participants or audience :
20000

Touring Info. :

Add more Yes
2014/2014-15
activities? :

Year/Season :
2014/2014-15

Title/Work/Program :
2014 City Gallery Exhibition Program

Key Artists/Personnel :
Scott Watson, Director

Doris Colbert Kennedy
Amiri Geuka Farris
Alvin Staley
Mary-Ann Prack
Mark Garry
James Denmark
Winston Kennedy
Hampton Olfus, Jr.
Arianne King Comer
Addelle Sanders
John Duckworth

of classes, performances, exhibitions, residencies, etc. :
6

of participants or audience :
12000

Touring Info. :

Year/Season :
2014/2014-15

Title/Work/Program :

Key Artists/Personnel :

of classes, performances, exhibitions, residencies, etc. :

of participants or audience :

Touring Info. :

Year/Season :

2014/2014-15

Title/Work/Program :

Key Artists/Personnel :

of classes, performances, exhibitions, residencies, etc. :

of participants or audience :

Touring Info. :

Year/Season :

2015/2015-16

Title/Work/Program :

2015 Piccolo Spoleto Festival

17-day multidisciplinary arts event programmed to complement international scope of Spoleto Festival USA with work by local and regional artists

Key Artists/Personnel :

Scott Watson, Director

Sergio Odeith

Margaret Bradham Thornton

Quitman Marshall

Jonathan Green

Ben Miller Band

Chatham Baroque

Natalia Khoma

Volodymyr Vynnytsky

Cillian Vallely

Charleston Men's Chorus

of classes, performances, exhibitions, residencies, etc. :

500

of participants or audience :

50000

Touring Info. :

Year/Season :

2015/2015-16

Title/Work/Program :

2015 MOJA Arts Festival

11-day multidisciplinary arts festival focused on African-American and Caribbean cultural heritage

Key Artists/Personnel :

Scott Watson, Director

Due to 1,000-year flooding, two-thirds of the 2015 MOJA Festival program was cancelled.

Original line-up of artists included:

Patti Austin
Eddie Levert
Natalie Daise
Various others

of classes, performances, exhibitions, residencies, etc. :
15

of participants or audience :
7500

Touring Info. :

Add more Yes
2015/2015-16
activities? :

Year/Season :
2015/2015-16

Title/Work/Program :
2015 City Gallery Exhibition Program

Key Artists/Personnel :
Scott Watson, Director

Tyrone Geter
Mary Edna Fraser
David Shriver Soliday
Jacob Lindsey
Karen Olah
Richard Hagerty

of classes, performances, exhibitions, residencies, etc. :
6

of participants or audience :
15000

Touring Info. :

Year/Season :
2015/2015-16

Title/Work/Program :

Key Artists/Personnel :

of classes, performances, exhibitions, residencies, etc. :

of participants or audience :

Touring Info. :

Year/Season :
2015/2015-16

Title/Work/Program :

Key Artists/Personnel :

of classes, performances, exhibitions, residencies, etc. :

of participants or audience :

Touring Info. :

Programmatic Activity notes:

Provide any notes about your programmatic activity.

City Gallery is now in its second decade of operation as a destination, non-commercial gallery, located at the heart of Waterfront Park overlooking Charleston Harbor. It presents an annual program of six exhibitions, all free-to-the-public with artists' talks and receptions complementing the exhibition program.

Both Piccolo Spoleto and MOJA Arts Festivals have been produced by the Office of Cultural Affairs for well over 30 years, representing the two largest components of annual programmatic activity.

Part 2: Project Information

NEA Discipline for Proposed Project: This refers to the artistic discipline associated with your project, not necessarily your organization as a whole. Choose the artistic discipline carefully because your selection will determine which panel of experts will review your proposal. In limited cases, staff may transfer an application to a discipline other than the one that was selected by the applicant to ensure appropriate panel review. However, we cannot guarantee that an application will be transferred in all cases where this might be desirable. [Contact us](#) if you have any questions about which discipline is most appropriate for your project. * :
Local Arts Agencies

Project Activities

Project Title: If your project title has changed since you submitted through Grants.gov, provide a new project title in the text field below. Text cannot be formatted (e.g., bold, italics). If you have no changes, leave the text as is (e.g., do not type "N/A"). :

Project Description: If your project description has changed since you submitted through Grants.gov, provide a new description in the text field below. Text cannot be formatted (e.g., bold, italics). If you have no changes, leave the text as is (e.g., do not type "N/A"). :
To support a regional arts marketing campaign designed to focus attention on the cultural vitality and artistic talent resident throughout the City of Charleston. The initiative will promote the diverse range of artists and cultural organizations in our community, while stressing accessibility and inclusivity in a broader campaign to encourage broad-based support for the arts. Key elements of the campaign will include a comprehensive platform of digital tools (website, mobile app, mapping technology, social media channels, streaming and downloadable content), reinforced by prominent presence and community activation at highly visible public gatherings and cultural events. This campaign will effectively broaden the potential audience base for local arts organizations and reinvigorate community interest in and advocacy for the cultural sector.

Major Project Activities: Describe the proposed project. Be as specific as possible about the activities that will take place during the allowable project period. Where relevant, include information on any educational component or outreach activities of the project. Do not describe unrelated organizational programming. If applicable, identify any works of art that will be central to the project and the reason for their selection. * :

Imagine Charleston seeks in a structured one-year initiative to reinvigorate public engagement with the arts and to stimulate the development of new audiences throughout the Charleston region, with a particular focus on traditionally underserved and overlooked communities. Charleston boasts a highly enviable cultural scene marked by sustained investment in the arts organizations and facilities that animate the City's historic downtown. While the City remains a premiere tourist destination and the broader region continues to experience rapid growth, population shifts and the relocation of many residents to outlying suburban neighborhoods and new planned communities within City limits have changed patterns of attendance, participation and support for the arts. Imagine Charleston will provide a platform to celebrate the arts as they presently exist and reside within Charleston's various communities, and will afford the public opportunities to articulate and share their personal feelings about the role of the arts and culture in the daily life of Charleston.

The initial rollout of the program will rely heavily on public relations and promotional efforts utilizing social media and enhanced digital tools, including a content-rich centralized arts calendar. These tactics have been prioritized for the initial effort due to their ability to leverage broad-based participation, organic sharing and pass-along by users, and as a means to generate contacts and participants for surveys and research during the project period. Another key element of the initial quarter's activity will be a cultural asset mapping exercise that will cover the entirety of Charleston's geographic footprint, and will highlight lesser known and under-appreciated cultural entities within the City.

With new tools in place and a robust social media campaign underway stressing posts, comments, and shares by artists and audiences, the second quarter of the project year will focus on audience engagement at major arts events and public gatherings. This will provide an opportunity to reinforce annual highlights of the cultural calendar, while also showcasing new events, emerging artists and programs serving neighborhoods and communities away from peninsular Charleston. This phase will focus on participation through a range of promotions, ranging from giveaways and contests to social media challenges and coordinated use of hashtags.

While Imagine Charleston continues into 2018, actively generating awareness of arts and culture throughout the City and leveraging opt-in participation from current and potential audience pools, the second half of the project will extend traditional annual surveys and audience intercept questionnaires with a coordinated series of online surveys and feedback tools being deployed concurrent with the release of findings about the impact of the arts and culture in the local economy. Imagine Charleston-branded media tools will allow for this information to be shared in a coherent fashion that promotes greater interest and support for the arts.

With a full suite of digital tools activated, the close of the project year would culminate with an intuitive mobile app being launched, allowing users to identify cultural assets in their immediate proximity and to readily navigate arts events by date, location, genre, and cost. This mobile technology will connect with existing digital resources including the City's database of email subscribers, centralized calendar, and venue-operated ticketing systems.

The balance of the program year would allow for media release of key indicators (as press releases and infographics) about the role of culture in the local community, in conjunction with reporting on the 2018 Spoleto season. These findings and reports would draw on survey data sourced during Imagine Charleston and would be analyzed in comparison to data reported through Americans for the Arts' "Arts & Economic Prosperity V" survey.

Selection of Key Organizational Partners: An organizational partner is an outside entity that will provide resources (other than money) to support the project. Because all NEA projects require matching resources from non-federal sources, organizations that only provide money are not considered partners. Funders are not excluded from being partners, but they must also supply human resources or information capital, or actively participate in another way. If applicable, briefly describe the process and criteria for the selection of key organizations that will be involved in the project. Where relevant, describe their involvement in the development of the project to date. Where they remain to be selected, describe the selection procedures that you plan to follow and the qualifications that you seek.

:

Our primary organizational partner will be the non-governmental Charleston Regional Alliance for the Arts, which serves the broader tri-county region. Other anticipated organizational partners will provide strategic support and assist with community outreach, including the South Carolina Arts Commission, the City of North Charleston Cultural Arts Department, and locally-based entities including the Coastal Community Foundation, and Gaylord & Dorothy Donnelley Foundation. Partners are likely to assist with dissemination of project information and to be enlisted in efforts related to messaging and promotion. Outreach to organizational partners would commence in early 2017 ahead of the project start date. Baseline data for audiences and organizational health of arts constituents will be drawn from the Arts & Economic Prosperity V survey, presently being conducted by Americans for the Arts with the City of Charleston Office of Cultural Affairs as a study partner.

Description of Key Organizational Partners: Include brief, current descriptions of the key organizational partners. You may include up to 10.

Organization Name : Charleston Regional Alliance for the Arts

Proposed or committed? :

Committed

Description of the Organization :

The Charleston Regional Alliance for the Arts is dedicated to the shared realization of a dynamic and thriving arts community by serving arts organizations in the region of Charleston, SC with resources and best business practices. The Charleston Regional Alliance for the Arts partners with more than 80 non-profit arts organizations in the Berkeley, Charleston and Dorchester counties. Services include promotional tools, professional development, and a unified arts fund.

Organization Name : South Carolina Arts Commission South Carolina Arts Commission

Proposed or committed? :

Proposed

Description of the Organization :

The mission of the South Carolina Arts Commission is to build a thriving arts environment for the benefit of all South Carolinians. For more than 40 years, the agency has worked to make it possible for every citizen in the state to enjoy and benefit from the arts. The Commission's programs and activities fall into three major domains of public participation and service: Artist Development; Arts Education; Community Arts Development. [Partner would assist outreach, promotion, communication.]

Organization Name : City of North Charleston Cultural Arts Department

Proposed or committed? :

Proposed

Description of the Organization :

The City of North Charleston Cultural Arts Department was created to plan for and support arts and cultural activities throughout the city. The department oversees a multi-discipline arts initiative that consists of a variety of programs and services for citizens and visitors, with activities falling into five categories: general public, outreach, artist assistance, economic development and city history. [Partner would assist outreach, promotion, communication.]

Organization Name : Coastal Community Foundation

Proposed or committed? :

Proposed

Description of the Organization :

Founded in 1974, Coastal Community Foundation empowers individuals, families, and organizations to make lasting impact through permanent, endowed funds for charitable giving. Serving nine counties in coastal South Carolina, the Foundation maintains office locations in Charleston and Beaufort and has an extensive network of cultural and community partners throughout the region. [Partner would assist outreach, promotion, communication.]

Organization Name : Gaylord & Dorothy Donnelley Foundation

Proposed or committed? :

Proposed

Description of the Organization :

The Lowcountry office of the Gaylord & Dorothy Donnelley Foundation oversees support for an eclectic mix of arts groups that reflect the vitality and diversity of the region. The Foundation typically provides general operating grants, but also assist with special grants to help arts organizations undertake strategic projects to increase their operational capacities. [Partner would assist outreach, promotion, communication.]

Add more

Organizations? :

Selection of Key Individuals: Briefly describe the process and criteria for the selection of key individuals who will be involved in this project (e.g. primary artist(s), project director, artistic director, executive director, teaching artist, curator, editor, folklorist, conductor). Where relevant, describe their involvement in the development of the project to date. Where they remain to be selected, describe the procedures that you plan to follow and the qualifications that you seek. * :

Serving as director of the project will be Scott Watson, Director of the Office of Cultural Affairs for the City of Charleston. Mr. Watson will assemble a project team utilizing City staff and vendors/contract employees selected in compliance with City of Charleston procurement guidelines. Key assistance will be provided by staff from the Office of Cultural Affairs.

Bios of Key Individuals: Include brief, current biographies of the key individuals. You may include up to 5.

First Name : Scott

Last Name (use this field for artistic group names or single names) : Watson

Proposed or committed? : Committed

Bio :

Scott Watson is an arts and communications professional with over twenty years' experience producing and advancing public appreciation of cultural events. As Director of Cultural Affairs for the City of Charleston, Scott leads a team of nine charged with producing large-scale events, facilitating citywide public celebrations, and managing ongoing initiatives that enrich the community's quality of life. The Office of Cultural Affairs additionally serves as an advocate and resource for regional arts constituents. A member of the City's senior staff, Scott is responsible for guiding policy and advising the Mayor and executive office on issues impacting the creative sector and local artists. Before moving to Charleston in January 2013, Scott was Marketing Director of Gluckman Mayner Architects. Scott has previously worked for the Brooklyn Academy of Music and New York Theatre Workshop, as Executive Producer of the Dublin Fringe Festival, and as a publicist for cultural projects.

First Name : Kelly

Last Name (use this field for artistic group names or single names) : Walker

Proposed or committed? : Committed

Bio :

Kelly Walker is presently employed as Public Relations and Event Coordinator for the City of Charleston Office of Cultural Affairs, and is currently enrolled in a Masters in Public Administration program at the College of Charleston, with a focus on arts management. Prior to moving to Charleston in 2015, she served as Audience Development Manager for North Carolina Stage Company in Asheville, NC and as an intern for McCarter Theatre Center in Princeton, NJ.

Add more Individuals? Yes
:

First Name : Shannon

Last Name (use this field for artistic group names or single names) : Drake

Proposed or committed? : Committed

Bio :

Shannon Drake is employed as Cultural Projects Coordinator for the City of Charleston Office of Cultural Affairs. She is a 2015 graduate of the Ohio State University in Columbus, OH, where she earned a BFA in Dance and maintained a 4.0 GPA. As a student, she worked as a Research Assistant for the OSU Department of Dance, and subsequently served as the Engagement/Archives Intern for Jacob's Pillow Dance Festival during their summer 2015 season. She has additionally assisted with communications and social media engagement for the Bebe Miller Company.

First Name :

Last Name (use this field for artistic group names or single names) :

Proposed or committed? :

Bio :

First Name :

Last Name (use this field for artistic group names or single names) :

Proposed or committed? :

Bio :

Schedule of key project dates: Describe the significant dates in the project. If you include activities that occur before the earliest allowable start date (January 1, 2017, if you apply at the February 18, 2016, deadline or June 1, 2017, if you apply at the July 14, 2016, deadline), make sure that those activities and costs are not included on the Project Budget form. * : Key dates for Imagine Charleston fall between July 1, 2017 and June 30, 2018. Over the course of the project year, major milestones will include:

July 2017: public announcement and initial unveiling of new social media tools

August 2017: completion of initial cultural asset mapping and development of GIS platform

September 2017: roll out of enhanced centralized online cultural calendar

October to December 2017: active animation of project with presence at major arts events and a comprehensive program of audience engagement promotions

January to March 2018: concurrent audit/survey of community awareness and release of advocacy tools

April 2018: activation of mobile app ahead of Spoleto Festival/Piccolo Spoleto and close of traditional programming season

May to June 2018: public release of key indicators and infographics about the role of culture in the local community; assessment of survey data and comparative analysis to data reported through Americans for the Arts "Arts & Economic Prosperity V" (to be released in 2017).

Promotion & Publicity: Briefly describe your plans for promoting and/or publicizing the project. * : Promotion and publicity for Imagine Charleston will largely rely on editorial support from local print and electronic media. The City of Charleston maintains an excellent relationship with the region's media outlets, and the Office of Cultural Affairs is in ongoing dialogue with the writers and critics actively covering arts and culture. In addition to a publicity kick-off in July 2017, final findings and updates on the cultural vitality of the city will be shared in a variety of media-friendly formats (press release with quote from Mayor; "did you know" page of facts and figures; b-roll for television and digital outlets). Social media will also be an integral part of the promotional campaign for Imagine Charleston. Coordinated use of hashtags and social media pages designed to engage audience members and allow them to share and cross-post items will be critical to generate awareness, interest and support for the arts locally.

Accessibility:

Federal regulations require that all NEA-funded projects be accessible to people with disabilities. Funded activities must be held in an accessible venue and program access and effective communication must be provided for participants and audience members with disabilities. If your project is recommended for funding, you will be asked to provide information describing how you will make your project physically and programmatically accessible to people with disabilities:

- Buildings and facilities (including projects held in historic facilities), should be physically accessible. This includes, but is not limited to: ground-level entry, ramped access, and/or elevators to the venue; integrated and dispersed wheelchair seating in assembly areas; wheelchair-accessible box office, stage, and dressing rooms; wheelchair-accessible display cases, exhibit areas, and counters; and wheelchair-accessible restrooms and water fountains.
- The programmatic offering should be accessible either as part of the funded activity or upon request, where relevant. This can include, but is not limited to: contact information for requesting accommodations; electronic materials and websites; print materials in alternative formats, such as large-print brochures/labels, Braille, and electronic/digital formats; accommodations for performance, tours, and lectures, such as audio description, tactile opportunities, sign language interpretation, and real-time captioning; closed/open captioning of video and film; and assistive listening devices.

Please see the [Nondiscrimination Statutes](#) in our "Assurance of Compliance" for additional information. For technical assistance on how to make your project fully accessible, contact the Accessibility Office at accessibility@arts.gov, 202/682-5532 Voice or the Civil Rights Office at 202/682-5454 or 202/682-5082 Voice/T.T.Y., or see our online [Accessibility Resources](#).

Will your project be accessible to people with disabilities, inclusive of physical and programmatic access for those with physical, hearing, vision, and cognitive disabilities? * :

Yes

Performance Measurement: How will you measure the success of your project? Describe any plans you have for program evaluation, for working collaboratively with researchers, strategic consultants, program evaluators, and/or any other plans for performance measurement related to the project.

Please see "Program Evaluation Resources" (<http://arts.gov/grants-organizations/art-works/program-evaluation-resources>) for additional information. * :

Performance measurement will be an integral part of the data collection and analysis conducted in the closing quarters of the project. Evaluation will be coordinated with annual surveys and assessment, and cross-referenced against organizational health profiles for cultural groups provided through grant reporting and voluntary self-assessment reports.

In addition to data and metrics for use in ongoing advocacy and awareness generation campaigns, audience data, public surveys, and performance indicators for cultural constituents will be used to recommend priorities for cultural planning efforts in 2018 and 2019, as Charleston prepares for a mayoral election (Mayor John Tecklenburg was inaugurated in January 2016, following the 40-year tenure of Mayor Joseph P. Riley, Jr.

Intended Audience/Participants/Community

Who will benefit from the project and how? * :

Imagine Charleston is intended to reach as broad of an audience as possible, highlighting the arts and cultural pursuits at all levels of activity, from professional artists to community-based endeavors. A key to the success of the project will be the effective engagement of non-traditional arts audiences who do not presently participate in the cultural programs offered by institutional entities such as museums, the symphony, and mainstage theater companies. This effort to broaden the reach of arts marketing and the appeal of the cultural offer will both need to address social divisions and geographic divides, as the City of Charleston seeks to more equitably and inclusively serve City residents who do not live in historic neighborhoods downtown on the peninsula. It is our intent to allow the process guide this effort, identifying points of access and areas where the arts are already active and resident within communities to help draw greater attention to these cultural assets. Our overarching aspiration is to have a diverse range of audiences embrace the arts and culture specific to their particular community, while equally celebrating the arts and culture as a point of community building and shared heritage.

Imagine Charleston will also directly benefit artists and cultural groups, both by elevating the discussion of the creative sector in the community at large and by providing more effective advocacy for the value and contribution of the arts in Charleston. The initiative will also highlight over the course of the year a range of cultural organizations and artists who might not traditionally benefit from public exposure. Heightened awareness and the ongoing availability of up-to-date and enhanced digital platforms promoting and supporting the arts will also accrue to the benefit of local arts groups.

Special Items

Include below any **items specified for your discipline** that are relevant to your particular project as outlined in your discipline's instructions (see Part 1a: Organizational Information for links to those instructions). Note: Some disciplines require that special items be uploaded in Part 4: Items to Upload.

If necessary, combine items in a single field below and label the items clearly.

Do not submit work samples and statements of support (if required) here; submit those in Part 4: Items to Upload.

Special Items 1: :

Special Items 2: :

Special Items 3: :

Part 3: Project Budget

Budget descriptor fields with more than 100 characters will be truncated when reviewed by panelists.

Expenses :

1. Direct Costs: Salaries and wages

TITLE AND/OR TYPE OF PERSONNEL	NUMBER OF PERSONNEL	ANNUAL OR AVERAGE SALARY RANGE	% OF TIME DEVOTED TO THIS PROJECT	AMOUNT
Director of Cultural Affairs, City of Charleston	1	75000	20	\$ 15,000
Cultural Projects Coordinator, City of Charleston	1	35000	20	\$ 7,000
PR & Marketing Coordinator, City of Charleston	1	35000	20	\$ 7,000

Total Salaries and wages (a): \$ 29,000.00

Fringe Benefits

Total fringe benefits (b): \$ 9,000

Total salaries and fringe benefits (a + b): \$ 38,000.00

2. Direct Costs: Travel (include subsistence)

# OF TRAVELERS	FROM	TO	AMOUNT
----------------	------	----	--------

Total Travel		\$ 0.00
--------------	--	---------

3. Direct Costs: Other	AMOUNT	
------------------------	--------	--

Videography, editing, posts for social media	\$ 7,200
--	----------

Graphic design and website build/web asset design	\$ 10,000
---	-----------

Writing and design of media kit/infographics	\$ 2,500
--	----------

App development/testing and GIS mapping overlay	\$ 6,500
---	----------

Survey creation, implementation, analysis	\$ 6,400
---	----------

Print marketing and mail pieces	\$ 2,500
---------------------------------	----------

Signage for events and branded giveaway items	\$ 2,500
---	----------

Email fees (Constant Contact) for surveys, e-newsletters and promotional messages	\$ 2,400
--	----------

Total other expenses:	\$ 40,000.00
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4. Total Direct Costs (1 + 2 + 3):	\$ 78,000.00
------------------------------------	--------------

5. Indirect Costs (if applicable)

Federal Agency:

Rate (.0000):

Base:

Total Indirect Costs	0
6. Total Project Costs (4 + 5):	\$ 78,000.00

Income :

1. Amount Requested from NEA	\$ 20,000
------------------------------	-----------

2. Total Cost Share/Match for this project

Cash	Cash Amount
------	-------------

Accommodations Tax allocation for 7/1 to 12/31/2017*	\$ 10,000
--	-----------

Accommodations Tax allocation for 1/1 to 6/30/2018*	\$ 10,000
---	-----------

City of Charleston 2017 budget allocation (general fund)*	\$ 19,000
---	-----------

City of Charleston 2018 budget allocation (general fund)*	\$ 19,000
---	-----------

* All allocations are subject to appropriation, with budgets adopted annually by City Council in mid-December

Total cash (a):	\$ 58,000.00
-----------------	--------------

In-kind	In-kind Amount
---------	----------------

Total In-Kind (b):	\$ 0.00
--------------------	---------

Total cost/share match for this project (2a + 2b):	\$ 58,000.00
--	--------------

3. Total project income (1 + 2):	\$ 78,000.00
----------------------------------	--------------

The amounts below will populate from what you have entered after clicking **Save at the bottom**.

Total Project Income MUST equal Total Project Costs.

If they do not equal, you must adjust your figures in your budget above and Save. If you included an Indirect Cost Rate, the figures may not exactly match. In this case, click Save and continue.

Amount Requested \$ 20,000
from the NEA (1) :

Total Cost Share/Match \$ 58,000.00
(2a 2b) :

TOTAL PROJECT \$ 78,000.00
INCOME (3) :

TOTAL PROJECT \$ 78,000.00
COSTS (4 5) :

Part 4: Items to Upload

Upload your work samples, and if applicable, statements of support, here. If your discipline requires them, also upload special items if they are not required to be entered in Part 2: Project Information.

Panelists will not review more than 20 minutes of work samples.

Upload files here. DO NOT click the Manage Folders button. Simply click Upload and reorder or edit your files if necessary:

**FY17 AW2-
Art Works II
FY17 :**

City Gallery
exhibition
video

Sample of City Gallery
exhibition program

Sixteen_Crowns_for_FACEBOOK.mp4-

:

Piccolo Spoleto
video reel

Sample of video
produced for social
media distribution

Piccolo_Spot_03_for_FACEBOOK_(2).mp4-

Part 5: Organization and Project Profile

The National Endowment for the Arts collects basic descriptive information about all applicants and their projects. The information that follows will help the NEA to comply with government reporting requirements, and will be used to develop statistical information about the organizations and projects it funds to report to Congress and the public. Your responses will not be a factor in the review of your application.

Applicant Organization Discipline: Select the primary discipline that is most relevant to your organization and, optionally, up to two additional disciplines. This refers to the primary artistic emphasis of your organization. This selection will not be used in the review of your application. See Part 2: Project Information: NEA Discipline to choose the discipline that you would like to review your project. * :
Local Arts Agency

Applicant Organization Discipline: Optionally, choose up to two additional disciplines.
(To select more than one option on Windows, hold down the CTRL key and select multiple options.
To select more than one option on Mac, hold down the Command key and select multiple options.) :
, Presenting & Multidisciplinary Works Organization, Visual Arts

Applicant Organization Description: Select the primary description that is most relevant to your organization and, optionally, up to two additional descriptions. * :
Government

Applicant Organization Description: Optionally, choose up to two additional descriptions.
(To select more than one option on Windows, hold down the CTRL key and select multiple options.
To select more than one option on Mac, hold down the Command key and select multiple options.) :
, Fair / Festival, Gallery / Exhibition Space

Project Activity Type: * :

Building Public Awareness - Activities designed to increase public understanding of the arts or to build public support for the arts

Additional Project Activity Type Optionally, choose up to two additional activity types.

*(To select more than one option on Windows, hold down the CTRL key and select multiple options.
To select more than one option on Mac, hold down the Command key and select multiple options.)* :
, Exhibition - Includes visual arts, media arts, design, and exhibition development, Fair/Festival

Audience/Participants/Communities

If known, select all descriptors that best describe the intended audience/participants/communities that the project aims to reach.

Race/Ethnicity (choose all that apply)

*(To select more than one option on Windows, hold down the CTRL key and select multiple options.
To select more than one option on Mac, hold down the Command key and select multiple options.)*

- Race/Ethnicity - U.S. federal government agencies must adhere to standards issued by the Office of Management and Budget (OMB) in October 1997, which specify that race and Hispanic origin (also known as ethnicity) are two separate and distinct concepts. These standards generally reflect a social definition of race and ethnicity recognized in this country, and they do not conform to any biological, anthropological, or genetic criteria. Origin can be viewed as the heritage, nationality group, lineage, or country of birth of the person or the person's ancestors before their arrival in the United States.
 - American Indian or Alaskan Native - A person having origins in any of the original peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.
 - Asian - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
 - Black or African American - A person having origins in any of the Black racial groups of Africa.
 - Hispanic or Latino - People who identify their origin as Hispanic, Latino, or Spanish may be of any race.
 - Native Hawaiian or Other Pacific Islander - A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
 - White - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

:
American Indian or Alaskan Native, Asian, Black or African American, Hispanic or Latino, Native Hawaiian or Other Pacific Islander, White

Age Ranges (choose all that apply)

*(To select more than one option on Windows, hold down the CTRL key and select multiple options.
To select more than one option on Mac, hold down the Command key and select multiple options.)* :
Children/Youth (0-18 years), Young Adults (19-24 years), Adults (25-64 years), Older Adults (65 years)

Underserved/Distinct Groups (choose all that apply)

*(To select more than one option on Windows, hold down the CTRL key and select multiple options.
To select more than one option on Mac, hold down the Command key and select multiple options.)* :
Individuals with Disabilities, Individuals in Institutions (include people living in hospitals, hospices, nursing homes, assisted care facilities, correctional facilities, and homeless shelters), Individuals below the Poverty Line, Individuals with Limited English Proficiency, Military Veterans/Active Duty Personnel, Title I Schools, Youth at Risk

Be sure to click Save before clicking Submit.

You must click Submit to finalize your application for NEA review.

Don't forget to hit the "Submit" button when you are ready to submit your application. If you do not hit the "Submit" button, your application will not be received.

You will receive confirmation of your successful submission in two ways: 1) a pop up on your screen, and 2) an email from noreply@culturegrants.org. Maintain documentation of your successful submission (take a screenshot and/or keep the email). If you modify your application after you submit, you will not receive additional confirmations.

You also can confirm that your application was received when you log in to NEA-GO. On the first screen it will

say "Received" if your application has been received. If your application has not yet been received, it will say "In Progress."

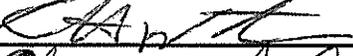
COMMITTEE / COUNCIL AGENDA

8.)

TO: John J. Tecklenburg, Mayor
FROM: Amy K. Wharton DEPT. BFRC
SUBJECT: OFFICE OF CULTURAL AFFAIRS – SOUTH CAROLINA ARTS COMMISSION
REQUEST: To accept the grant award from The SC Arts Commission in the
Amount of \$25,391; For General Operating Support

COMMITTEE OF COUNCIL: W&M DATE: September 13, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Office of Cultural Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

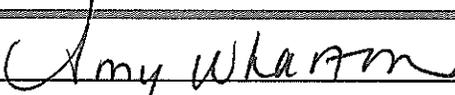
FUNDING: Was funding previously approved? Yes No N/A

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

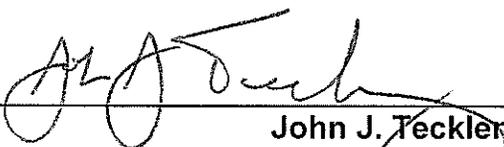
Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: City Match required is \$76,173. The matching funds will be provided by private donations and earned revenues.

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.

RETURN THIS COPY TO SC ARTS COMMISSION BY OCTOBER 21, 2016

**SOUTH CAROLINA ARTS COMMISSION
1026 Sumter St., Suite 200 Columbia, SC 29201
CONTRACT #: FY17-GOS/ARC-17369**

This agreement, made and entered into August 22, 2016, by and between the South Carolina Arts Commission, hereinafter referred to as the "Commission," and City of Charleston-Cultural Affairs (FEI#: 57-6000226), 75 Calhoun Street, Suite 3800, Charleston, SC 29401, hereinafter referred to as the "Contractor," provides as follows:

Whereas, the Commission is authorized and empowered to enter into agreements with individuals, organizations and institutions for services and for cooperative endeavors furthering the Commission's objectives; and

Whereas, the Contractor has indicated that all requirements of the grant can be fulfilled within the project dates specified.

Now, therefore, the Commission has awarded a grant in the General Operating Support category to the Contractor as follows:

CONTRACTOR: City of Charleston-Cultural Affairs
AUTHORIZED OFFICIAL: Amy K. Wharton, Chief Financial Office
CONTACT: Scott Watson, Director of Cultural Affairs, 843/720-3885
GRANT AWARD: \$25,391.00 + REQUIRED MATCH: \$76,173.00 = Total Minimum Project Expenses: \$101,564.00
CATEGORY: General Operating Support
PROJECT: General Operating Support - Group 2
PROJECT DATES: July 1, 2016 to June 30, 2017

FIRST PAYMENT REQUEST DUE by DECEMBER 1, 2016
FINAL PAYMENT REQUEST DUE by June 1, 2017
FINAL REPORT DUE by August 1, 2017

All parties agree that the following provisions shall prevail:

GRANT AWARD PAYMENT: Grant funds will not be released to a Contractor who has grant reports or debts outstanding until these have been resolved to the satisfaction of the Commission. Payment of this contract will be on a reimbursement basis only. The Commission may reimburse Contractor a maximum of two interim payments. For any interim payments, Contractor will submit an accurate Grant Payment Request Form listing only expenses allowable under the Commission's guidelines for this grant category for the certified time period. Receipts and/or documentation may be requested at the discretion of the Commission. Final grant payment will be released upon Commission receipt of Final Grant Payment Request Form and its approval. **THIS APPROVAL IS CONTINGENT UPON FULFILLMENT OF THE TERMS OF THIS CONTRACT.**

FUNDS: AVAILABILITY/LIMITATIONS: This grant is conditioned upon the availability of funds allocated to the Commission or available to it from other sources. It is a condition of this grant that Commission funds may not exceed the amount awarded or 25.00% of the total cost of the allowable grant project budget expenses, whichever is less. For organizations, it is also understood that the grant is conditioned upon retention by the Contractor of its governmental or SC non-profit, tax-exempt incorporated status. Upon termination of such status, the award shall become null and void.

FINANCIAL RELATIONSHIPS: The Contractor shall notify all persons with whom they contract that the Contractor shall be solely responsible for payment and shall not represent that the operation constitutes a joint financial venture with the Commission.

LEGISLATIVE NOTIFICATION: The Contractor is required to inform legislative delegates of Commission funding. The Contractor is also responsible for inviting local legislative delegates to all grant sponsored events.

PUBLICITY/ALL CREDITS: Credit must be given to the Commission in all electronic and print publications, including advertising, brochures, news releases, newsletters, programs, websites and social media sites, and in other promotion and publicity. The credit should be given in the same manner afforded to other donors at the same or comparable level. The following text should be used when crediting the Commission: "This organization is funded in part by the South Carolina Arts Commission which receives support from the National Endowment for the Arts." The Commission's logo should also be used when appropriate.

SCHEDULING INFORMATION/COOPERATION IN EVALUATION: If the grant supports an artistic or fundraising event, the Contractor shall submit to the Commission the dates, times and locations of such; for evaluation purposes the Contractor agrees to admit appropriate Arts Commission staff and Commissioners at no charge.

GRANT ACTIVITIES/CHANGES: Any changes made to grant activities or funded personnel positions without prior, written approval of the Commission may result in cancellation of grant.

GRANT RESPONSIBILITIES: The Contractor agrees to pay all costs of the grant activities as outlined in the funded proposal.

REPORTING/DOCUMENTATION REQUIREMENTS: The Contractor shall submit a complete and accurate final report, in format determined by Commission on or before August 1, 2017. **FAILURE TO SUBMIT A FINAL REPORT BY THIS DATE WILL RESULT IN CANCELLATION OF THIS CONTRACT.** A final Grant Payment Request Form **MUST** be submitted by June 1, 2017.

AUDITS AND FINANCIAL RECORDS: The Contractor's financial accounting records shall be subject to audit in accordance with OMB-Circular A-110 and A-133 for Institutions of Higher Education, Hospitals and other non-profit organizations and Circular A-128 for State and Local Governments. Any Contractor receiving \$500,000 or more in federal funds in one fiscal year from all granting sources is required to have an audit, at Contractor's expense, performed by the State of South Carolina and/or the federal government or independent auditors. The Contractor will be responsible for the safe keeping and identification of funds records which corroborate the project's financial statements. Said records (sales receipts, invoices, travel claims, time sheets, etc.) must be kept in the Contractor's files for a period of five years after the end of the project. If the Contractor is unable to maintain such records for this period of time, all related financial and evaluative material will be submitted to the Commission to become part of its permanent grant files.

COPYRIGHT: All works, productions and materials whatsoever created, produced or finished by Contractor as specified by or for the Commission during the duration of this Contract, are the property of the Contractor, excepting only those works, productions and materials specifically exempted in writing by the Commission.

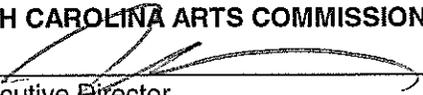
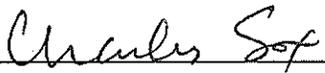
PAYMENT FOR INTERRUPTED SERVICES: In the event the grant is cancelled by virtue of any act or regulation of any public authority, or on account of war, labor difficulties, strikes, riots, epidemics, interruption of transportation services, an act of God or any other cause beyond the Contractor's control, the Commission shall still be obligated to make the payment required herein and similarly, the Contractor shall match that payment in the required proportion to the extent that expenses or obligations have been incurred, which otherwise cannot be recovered or reclaimed. In the event the grant is cancelled by the Contractor for any other reasons, the Contractor agrees to reimburse the Commission within thirty (30) days after the date of cancellation any awarded funds not used to defray the costs of the grant activities.

LEGAL COMPLIANCES: It is mutually agreed that all parties shall comply with Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Drug Free Workplace Act of 1988, the South Carolina Freedom of Information Act of 1976 (as amended 1987), the Age Discrimination Act of 1976, the Americans with Disabilities Act, and with Title 29 of the Fair Labor Standards Act, Title 16, Chapter 15, Article 3 of the South Carolina Code of Laws, and all other applicable federal, state and local laws.

GRANT CANCELLATION AND RECOVERY OF FEES: The Commission retains the right to cancel this grant if the Contractor fails to fulfill any of the responsibilities outlined above. Such cancellation shall relieve the Commission of any further obligations under this contract. If payment has been advanced to the Contractor for this award, the Contractor shall reimburse the Commission to the full extent of payments made.

THE CONTRACTOR SHALL CONFIRM ACCEPTANCE OF THIS GRANT BY RETURNING THIS SIGNED CONTRACT BY October 21, 2016, OTHERWISE THE GRANT WILL BE CONSIDERED NOT ACCEPTED AND WILL BE CANCELLED.

SOUTH CAROLINA ARTS COMMISSION

By  Executive Director Witness: 

Only the Executive Director or the Acting Executive Director of the South Carolina Arts Commission is empowered to enter into legal and binding agreements for services with individuals, organizations and agencies.

CONTRACTOR

By _____ Witness: _____
Amy K. Wharton, Authorized Official, City of Charleston-Cultural Affairs
FEDERAL EMPLOYER IDENTIFICATION #: 57-6000226

PLEASE CHECK FEDERAL EMPLOYER IDENTIFICATION NUMBER ABOVE. IF IT IS INCORRECT, PLEASE CROSS OUT, WRITE IN CORRECT NUMBER, AND INITIAL THE CHANGE BEFORE RETURNING CONTRACT.

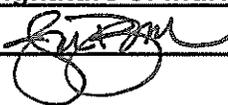
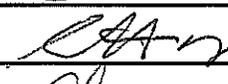
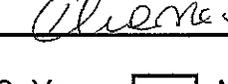
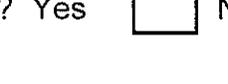
COMMITTEE / COUNCIL AGENDA

9.)

TO: John J. Tecklenburg, Mayor
FROM: Amy K. Wharton DEPT. BFRC
SUBJECT: OFFICE OF CULTURAL AFFAIRS – SOUTH CAROLINA ARTS COMMISSION
REQUEST: To accept the grant award from The SC Arts Commission in the amount of \$9,491; For the Lowcountry Quarterly Arts Grants Program

COMMITTEE OF COUNCIL: W&M DATE: September 13, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Office of Cultural Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

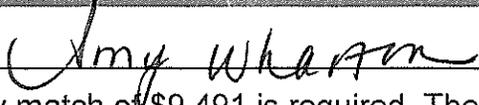
FUNDING: Was funding previously approved? Yes No N/A

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: A City match of \$9,491 is required. The matching funds will be budgeted in 2017.

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.

RETURN THIS COPY TO SC ARTS COMMISSION BY OCTOBER 16, 2016

**SOUTH CAROLINA ARTS COMMISSION
1026 Sumter St., Suite 200 Columbia, SC 29201
CONTRACT #: FY17-SUB/ARC-17295**

This agreement, made and entered into August 17, 2016, by and between the South Carolina Arts Commission, hereinafter referred to as the "Commission," and City of Charleston-Cultural Affairs (FEI/SS#: 57-6000226), 75 Calhoun Street, Suite 3800, Charleston, SC 29401, hereinafter referred to as the "Contractor," provides as follows:

Whereas, the Commission is authorized and empowered to enter into agreements with individuals, organizations and institutions for services and for cooperative endeavors furthering the Commission's objectives; and

Whereas, the Contractor has indicated that all requirements of the grant can be fulfilled within the project dates specified.

Now, therefore, the Commission has awarded a grant in the Subgrant category to the Contractor as follows:

CONTRACTOR: City of Charleston-Cultural Affairs

AUTHORIZED OFFICIAL: John J. Tecklenburg, Mayor

BENEFITING ORGANIZATION: City of Charleston-Cultural Affairs, 75 Calhoun Street, Suite 3800, Charleston, SC 29401

CONTACT: Scott Watson, Director of Cultural Affairs, 843/720-3885

GRANT AWARD: \$9,491.00 + **REQUIRED MATCH:** \$9,491.00 = **Total Minimum Project Expenses:** \$18,982.00

CATEGORY: Subgrant

PROJECT: Subgranting

PROJECT DATES: July 1, 2016 to June 30, 2017

FIRST PAYMENT REQUEST DUE by DECEMBER 1, 2016

FINAL PAYMENT REQUEST DUE by June 1, 2017

FINAL REPORT DUE by August 1, 2017

All parties agree that the following provisions shall prevail:

GRANT AWARD PAYMENT: Grant funds will not be released to a Contractor who has grant reports or debts outstanding until these have been resolved to the satisfaction of the Commission. Payment of this contract will be on a reimbursement basis only. The Commission may reimburse Contractor a maximum of two interim payments. For any interim payments, Contractor will submit an accurate Grant Payment Request Form listing only expenses allowable under the Commission's guidelines for this grant category for the certified time period. Receipts and/or documentation may be requested at the discretion of the Commission. Final grant payment will be released upon Commission receipt of Final Report and its approval. **THIS APPROVAL IS CONTINGENT UPON FULFILLMENT OF THE TERMS OF THIS CONTRACT.**

FUNDS: AVAILABILITY/LIMITATIONS: This grant is conditioned upon the availability of funds allocated to the Commission or available to it from other sources. It is a condition of this grant that Commission funds may not exceed the amount awarded or 50.00% of the total cost of the allowable grant project budget expenses, whichever is less. For organizations, it is also understood that the grant is conditioned upon retention by the Contractor of its governmental or SC non-profit, tax-exempt incorporated status. Upon termination of such status, the award shall become null and void.

FINANCIAL RELATIONSHIPS: The Contractor shall notify all persons with whom they contract that the Contractor shall be solely responsible for payment and shall not represent that the operation constitutes a joint financial venture with the Commission.

LEGISLATIVE NOTIFICATION: The Contractor is required to inform legislative delegates of Commission funding. The Contractor is also responsible for inviting local legislative delegates to all grant sponsored events.

PUBLICITY/ALL CREDITS: Credit must be given to the Commission in all electronic and print publications, including advertising, brochures, news releases, newsletters, programs, websites and social media sites, and in other promotion and publicity. The credit should be given in the same manner afforded to other donors at the same or comparable level. The following text should be used when crediting the Commission: "This organization is funded in part by the South Carolina Arts Commission which receives support from the National Endowment for the Arts." The Commission's logo should also be used when appropriate.

SCHEDULING INFORMATION/COOPERATION IN EVALUATION: If the grant supports an artistic or fundraising event, the Contractor shall submit to the Commission the dates, times and locations of such; for evaluation purposes the Contractor agrees to admit appropriate Arts Commission staff and Commissioners at no charge.

GRANT ACTIVITIES/CHANGES: Any changes made to grant activities or funded personnel positions without prior, written approval of the Commission may result in cancellation of grant.

GRANT RESPONSIBILITIES: The Contractor agrees to pay all costs of the grant activities as outlined in the funded proposal.

REPORTING/DOCUMENTATION REQUIREMENTS: The Contractor shall submit a complete and accurate final report, in format determined by Commission on or before August 1, 2017. **FAILURE TO SUBMIT A FINAL REPORT BY THIS DATE WILL RESULT IN CANCELLATION OF THIS CONTRACT.** A final Grant Payment Request Form **MUST** be submitted by June

1, 2017.

AUDITS AND FINANCIAL RECORDS: The Contractor's financial accounting records shall be subject to audit in accordance with OMB-Circular A-110 and A-133 for Institutions of Higher Education, Hospitals and other non-profit organizations and Circular A-128 for State and Local Governments. Any Contractor receiving \$500,000 or more in federal funds in one fiscal year from all granting sources is required to have an audit, at Contractor's expense, performed by the State of South Carolina and/or the federal government or independent auditors. The Contractor will be responsible for the safe keeping and identification of funds records which corroborate the project's financial statements. Said records (sales receipts, invoices, travel claims, time sheets, etc.) must be kept in the Contractor's files for a period of five years after the end of the project. If the Contractor is unable to maintain such records for this period of time, all related financial and evaluative material will be submitted to the Commission to become part of its permanent grant files.

COPYRIGHT: All works, productions and materials whatsoever created, produced or finished by Contractor as specified by or for the Commission during the duration of this Contract, are the property of the Contractor, excepting only those works, productions and materials specifically exempted in writing by the Commission.

PAYMENT FOR INTERRUPTED SERVICES: In the event the grant is cancelled by virtue of any act or regulation of any public authority, or on account of war, labor difficulties, strikes, riots, epidemics, interruption of transportation services, an act of God or any other cause beyond the Contractor's control, the Commission shall still be obligated to make the payment required herein and similarly, the Contractor shall match that payment in the required proportion to the extent that expenses or obligations have been incurred, which otherwise cannot be recovered or reclaimed. In the event the grant is cancelled by the Contractor for any other reasons, the Contractor agrees to reimburse the Commission within thirty (30) days after the date of cancellation any awarded funds not used to defray the costs of the grant activities.

LEGAL COMPLIANCES: It is mutually agreed that all parties shall comply with Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Drug Free Workplace Act of 1988, the South Carolina Freedom of Information Act of 1976 (as amended 1987), the Age Discrimination Act of 1976, the Americans with Disabilities Act, and with Title 29 of the Fair Labor Standards Act, Title 16, Chapter 15, Article 3 of the South Carolina Code of Laws, and all other applicable federal, state and local laws.

GRANT CANCELLATION AND RECOVERY OF FEES: The Commission retains the right to cancel this grant if the Contractor fails to fulfill any of the responsibilities outlined above. Such cancellation shall relieve the Commission of any further obligations under this contract. If payment has been advanced to the Contractor for this award, the Contractor shall reimburse the Commission to the full extent of payments made.

THE CONTRACTOR SHALL CONFIRM ACCEPTANCE OF THIS GRANT BY RETURNING THIS SIGNED CONTRACT BY October 16, 2016, OTHERWISE THE GRANT WILL BE CONSIDERED NOT ACCEPTED AND WILL BE CANCELLED.

SOUTH CAROLINA ARTS COMMISSION
By  Executive Director Witness: Charles Sof

Only the Executive Director or the Acting Executive Director of the South Carolina Arts Commission is empowered to enter into legal and binding agreements for services with individuals, organizations and agencies.

CONTRACTOR
By _____ Witness: _____
John J. Tecklenburg, Authorized Official, City of Charleston-Cultural Affairs
FEDERAL EMPLOYER IDENTIFICATION #: 57-6000226

PLEASE CHECK FEDERAL EMPLOYER IDENTIFICATION NUMBER ABOVE. IF IT IS INCORRECT, PLEASE CROSS OUT, WRITE IN CORRECT NUMBER, AND INITIAL THE CHANGE BEFORE RETURNING CONTRACT.

BENEFITING ORGANIZATION
By _____ Witness: _____
Amy K. Wharton, Authorized Official, City of Charleston-Cultural Affairs

COMMITTEE / COUNCIL AGENDA

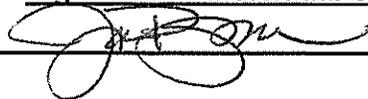
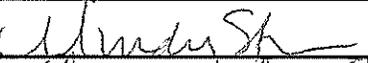
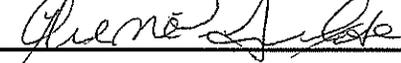
10.)

TO: John J. Tecklenburg, Mayor
FROM: Amy K. Wharton DEPT. BFRC
SUBJECT: MAYORS OFFICE FOR CHILDREN YOUTH & FAMILIES-YOUTH SERVICE AMERICA-
GLOBAL YOUTH SERVICE DAY

REQUEST: To submit the Youth Service America Grant Application in the amount of \$500 for the Global Youth Service Day. If awarded this will engage 250 youth throughout the Charleston Community in service-learning, community service and volunteerism.

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	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Director-MOCYF	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

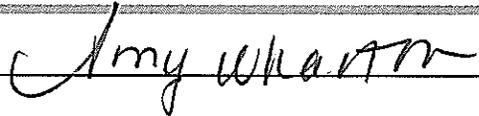
FUNDING: Was funding previously approved? Yes No N/A

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

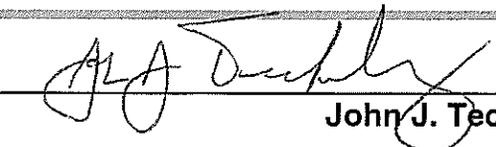
Balance in Account _____ Amount needed for this item _____

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 20th, 2016

CFO's Signature: 

FISCAL IMPACT:
No City Match Required

Mayor's Signature: 
John J. Tecklenburg, Mayor

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

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: Jennifer Gorham, Coordinator, Division of Youth Programs
Date: August 23, 2016
Subject: Youth Service America – Global Youth Service Day Grant

The Mayor's Office for Children, Youth and Families – Division of Youth Programs submitted a ***Global Youth Service Day Grant on August 20, 2016***. This is a small grant for \$500 through Youth Service America. The grant is for a youth-serving agency to become a Global Youth Service Day (GYSD) Lead Agency in their community. GYSD is a youth-led community weekend of service.

This is our first time applying for the grant and if awarded we will engage 250 youth throughout the Charleston community in service-learning, community service and volunteerism. Youth will work to identify community needs and address those needs through community service and volunteerism on April 21-23, 2017. This opportunity would be in partnership with our Youth Volunteer Corps (YVC) of Charleston program.

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

YSA appreciates your time and consideration in applying to the GYSD Lead Agency program. We suggest you periodically save the form as you work through the application and save your answers to a Word document. The application deadline is **Sunday, August 21, 2016**. Send an email to YSA's Michael Cuttler at mcuttler@YSA.org if you have any problems accessing or submitting your form.

Contact Information

First Name **Jennifer**

Last Name **Gorham**

Title/Position **Youth Programs Coordinator**

Email gorhamj@charleston-sc.gov

Phone **8439654190**

Organization Information

Organization Name **City of Charleston's Mayor's Office for Children, Youth and Families**

Organization Address Line 1 **75 Calhoun Street**

Address Line 2 **Suite 3700**

City **Charleston**

State/Province **South Carolina**

Zip/Postal Code **29401**

Country **United States**

Organization Phone Number **8439654190**

Please tell us how far your services or programs extend. What is your geographic service area

Local – city

Website <http://charleston-sc.gov/mocyf>

Organization/Agency Type: **Government Office or Agency**

National Affiliation **Other**

1. Please provide your organization's mission statement

The mission of the Mayor's Office for Children, Youth and Families is to ensure the positive development of children, youth, and families by providing the fundamental resources they need to prepare them for success in life and ensure that they become productive members and future leaders. The Mayor's Office for Children, Youth and Families focuses on improving the conditions for children, mobilizing resources in the community to work on their behalf, and developing

strategies to support children, youth and families. My specific division's, Youth Programs Division, mission is to promote positive youth development in the Charleston community and ensure that all youth have access to the resources they need to thrive and succeed. This mission is achieved by providing opportunities for youth to become leaders through their engagement in community service, leadership institutes, city employment opportunities, and other community-based programs and projects.

2. Please describe your existing youth service or service learning programs

Currently the Mayor's Office for Children, Youth and Families (MOCYF) is a local affiliate of the International Youth Volunteer Corps (YVC) which began in 1987. The MOCYF's Youth Program's Division spearheads the YVC of Charleston group. YVC of Charleston engages 11-18 year olds in diverse, flexible, structured and team-based service-learning events monthly. Our office became a local affiliate in October 2015 and since then there has been 64 youth join YVC of Charleston and those youth have given over 540 hours of volunteer service to the Charleston community. YVC of Charleston has four fundamental goals which are as follows: We engage youth in service projects that are challenging, rewarding and educational; We serve the unmet needs of our community and residents of the community; We promote among youth a greater understanding and appreciation for the diversity of their community; We promote a lifetime ethic of service among youth. Throughout the year we offer multiple monthly projects but we also offer an intensive summer service-learning institute specifically designed for middle school students. What sets us apart from other volunteering groups is that we incorporate a service-learning component into each event as well as a reflection portion too. We ensure that youth complete a post-survey before leaving each event that lets us know what the youth thought of the event, what they learned and what they didn't like. Project areas that YVC of Charleston have worked towards are, but not limited to: arts, disaster preparedness, equal opportunities for all, environmental, foster children, healthy environments, hunger and nutrition, individuals with special needs and literacy.

Grant Options and Priority Areas

Founded in 1986, YSA supports a global culture of engaged children and youth committed to a lifetime of meaningful service, learning, and leadership. With half the world's population under age 25, our mission is to help all young people find their voice, take action, and make an impact on vital community issues. GYSD (Global Youth Service Day) is a global event to celebrate the impact that

youth service has on local communities year round.

The Lead Agency Program's first goal is to engage young people in meaningful service projects and recognize their year-long contributions to their communities. The program's second goal is to also help develop or strengthen, in some measurable way, the capacity of your organization as you plan GYSD. Lead Agencies serve as the local organizers of this global campaign throughout the United States. We require that all Lead Agencies engage a coalition of their local partners and schools to maximize the impact of your GYSD events. This grant is intended to serve as seed funding for your GYSD efforts.

From October to May, YSA will provide resources, conference calls, webinars, trainings, and expertise to help Lead Agencies strengthen in each of the priority areas below. The goal is to strengthen the organizational capacity of your organization to achieve its mission by focusing on the priority areas you select before, during, and after GYSD.

3. Choose the GYSD planning grant option that best fits your organization's capacity.

\$500 GYSD planning grant, 250 youth engaged, 1 priority area

4. Please select which of the seven priority areas your organization will focus on and strengthen as you plan for GYSD this year.

Recruiting first time youth service participants

GYSD is an excellent opportunity for your organization to strengthen your organizational capacity by recruiting youth who have not previously served, including youth not traditionally asked to serve.

Possible measurable outputs include developing a peer-to-peer recruitment strategy, at least one GYSD event focused on families serving together, or including one organization that works directly with youth not traditionally asked to serve in our GYSD event. Below is an example of building organizational capacity utilizing this priority area:

Example: Our organization will strengthen our ability to recruit first time youth participants by collaborating with the youth we already work with to design a peer-to-peer recruitment strategy. We will first share ideas on how to best recruit family, friends and classmates to participate in GYSD. Together we will also identify and reach out to school administrators, teachers, student groups and clubs that could potentially have an interest in planning and/or attending our GYSD events. We will

measure our success by creating and utilizing the peer-to-peer strategy before GYSD. After GYSD we will review the strategy and make appropriate changes.

5. **Please describe how your organization will create or strengthen its capacity in the selected area. Also describe your organization's current ability to do this, and how you could potentially utilize this new or strengthened capacity after GYSD**

Currently the MOCYF has two specific youth programs that engage youth in civic leadership and service-learning opportunities, the Charleston Mayor's Youth Commission (MYC) and the Youth Volunteer Corps (YVC) of Charleston group. While YVC is an international group and we are the local affiliate, we recruit youth from all over the Charleston community to volunteer and give back to their community. Since our first service-learning event in December 2015, we've had 64 volunteers and over 540 hours of service given at our monthly events and throughout our summer institute. Currently our youth represent 25 schools and we look to expand those numbers for Global Youth Service Day. While we only have a few youth from each school, having more recognition with Youth Service America (YSA) and Global Youth Service Day (GYSD) we would recruit even more youth from each of the schools represented and reach out to even more schools in the Charleston community. YVC of Charleston did celebrate GYSD in April by having a power-packed weekend of volunteerism. The focus was on hunger and nutrition and 11 youth volunteered with two organizations and gave 17 hours of service in honor of GYSD. Our organization will be able to strengthen our capacity towards recruiting first-time service participants by using our best asset and resource, our youth. Our numbers doubled from our first event to our second event because the youth volunteers recruited other youth by word of mouth. By letting the youth have a hand in the recruitment, planning and implementation of the event(s) they gain a better understanding for why they're doing what they're doing, how important it is to the community and they have more invested in the event than they would if they'd not had an integral part in the planning and implementation. Our organization has a close partnership with the Charleston County School District and we would utilize that partnership to recruit youth from schools in the district to participate in the 2017 GYSD festivities. Once we are able to get into the schools we will utilize youth within those schools to spread the word and help recruit new youth.

6. **How will you know if you have reached your capacity building goal? After GYSD, what outputs will demonstrate that you have developed or strengthened this capacity?**

Being the local affiliate of the International Youth Volunteer Corps we implement post-event

surveys. For GYSD we will implement a pre-survey for us to gain a better understanding of how informed they are on the community issue(s) being addressed as well as how much knowledge they have about YSA and GYSD. After each project youth will take a qualitative post survey that evaluates how much information they've learned about the community need, their thoughts on the community need, if they want to volunteer again as well as other questions related to GYSD and YSA. YVC of Charleston has a database where we track all youth volunteers, projects, hours, and demographic information. Before youth are able to volunteer with us we are required to have an application on file that is signed by them and their parent/guardian. In order for youth to volunteer with us on GYSD weekend we will require youth to complete this application so that we are able to keep valid records and volunteer hours for each project and youth who serves. This will be a key indicator that we have reached our volunteer count goal. We will measure our impact of the event(s) by building a rapport with the partnering organization(s) leading up to the event to ensure that we will receive follow up information regarding the impact we've had on the organization(s). Being a YVC affiliate all events are chaperoned by a trained adult Team Leader/Program Director, who takes note of the impact while at the event as well. In order to ensure that we are building capacity we will have valid records of all youth who participated and will be able to track their participation in future events to ensure that we have instilled a passion for service in the youth. By partnering with YVC of Charleston organizations not only gain a one-time volunteer group but they gain a recurring volunteer group. Each event that YVC of Charleston participates in and every organization that is partnered with us has the potential to become a recurring opportunity. When youth complete the post-survey they specify if they'd like to volunteer with the specific organization again. This is something that we track and, depending on the results of the survey, can plan again. By building new partnerships and fostering those that we've already built we are building capacity in our community by returning to the community organizations that need our help.

Youth Voice and Youth Leadership

- 7. Please describe how your organization engages young people in leadership opportunities and how you will include youth in your 2016 GYSD planning. If youth voice and youth leadership is one of the priority areas you chose above, please expand your answer here.**

The key to having a successful youth event, whether it be a service-learning event or a leadership council, is the youth voice. In our office we understand how imperative the youth voice is and we

foster their voice and ideas by enabling them to come up with events, summits and workshops on their own. We then provide the support needed to ensure that their vision is completed. With YVC of Charleston we have a Youth Advisory Board (YAB) that focuses on providing a youth perspective to YVC of Charleston while bringing new ideas and service events to the table. They meet with myself, Program Director, monthly to review future events, possible opportunities and likes and dislikes of past events. The YAB members are responsible for helping to ensure the youth voice is heard and that events being scheduled are events that they're interested in and that those who are 11-18 are interested in as well. With our Mayor's Youth Commission (MYC), over 20 high school students meet monthly with our office to discuss important issues within their schools and social lives. Not only do these youth meet with me, the Youth Programs Coordinator, but they meet quarterly with the City of Charleston's Mayor to ensure that their voice and their issues are heard. Throughout the course of the entire MYC year they bring those issues to light and then create the annual Youth Summit which was created as a way to bring students together to discuss important issues as a larger group and have workshops geared towards the issues the youth address throughout the year. The Summit is a way to provide students with an opportunity to speak out about the issues and challenges they and their peers are facing. The goal is to provide information and knowledge but to also invite adult leaders to listen and respond to their concerns and questions. Through this experience we hope to empower youth to see themselves as part of the solution and capable of being change agents in their community. This is a group that I will also incorporate into the GYSD planning and implementation. Not only are these youth leaders within their schools but they're leaders within our community as well. The vision is to create a GYSD Youth Planning Committee that will work to solidify a certain community need and help schedule events for the GYSD weekend. I will look to recruit youth from both of my youth groups as well as recruit youth from schools around Charleston to join the Committee. Leading up to April youth will meet to ensure that all logistics are taken care of, that youth are being recruited and that the events are solidified.

8. Does your organization currently have a youth council or other youth leadership structure?

Yes

Partners

The goal of the Lead Agency program is not for your organization to do all of the work yourself. Instead, the program requires you to engage at least 10 partners on GYSD. Partner engagement

includes an organization helping you with your signature event or organizing their own event. Engagement can also mean the local church is providing the tables and chairs for an event, an organization that engages youth not traditionally asked to serve is participating in your event or the local grocery store is donating bottled water. We also encourage you to engage different types of partners, including youth development organizations, K-12 schools, colleges & universities, issue-based nonprofits, volunteer centers, national service programs, partner days of service groups, faith-based communities, government agencies, grocery and retail stores, and local businesses.

9. **What is your strategy for engaging new and existing partners in the planning and execution of GYSD? *Edit this text**

Current partners will know about the GYSD weekend opportunity but new partners will be introduced to the idea by information sessions and one-on-one meetings. The GYSD Youth Committee will be an important aspect of this partnership and planning. For youth to convey what GYSD is all about and how they can help the community through service is very important. We will launch an "Each One; Reach One" campaign to promote each youth to bring one friend with them to the festivities and event(s). This will also be implemented for community partners as well. Community partners will be asked to give a recommendation of another organization or agency that could benefit or provide youth volunteers for the GYSD festivities.

10. **YSA collaborates with our National & Global Partners and encourages their local chapters & affiliates to participate in GYSD. Our goal is to help you partners and utilize these local chapters and affiliates. Please check any of these key YSA's National & Global Partners you have worked with in the last two years.**

- Youth Volunteer Corps of America

11. **The Lead Agency program requires that you partner with at least one K-12 school in support of GYSD. How will your organization engage local K-12 schools for GYSD? Think about how you can engage administrators, teachers, parent-teacher organizations, student councils & honor societies, student organizations, as well as making your GYSD events open to students who need to meet service hour requirements. If developing school/community partnerships is one of the priority areas you chose above, please expand your answer here.**

All Charleston County School District schools will receive information about the GYSD festivities but within each school targeted administrators will receive information as well as the Career and Technology Education department. National Honor and Junior Honor Societies will be made

aware; Beta clubs, Key clubs, FFA, 4-H clubs, FCCLA members, student council members and student athletic groups will be recruited as well. The best recruitment tool is current volunteers using word of mouth and with over 20 schools already represented through YVC of Charleston, GYSD will already have a solid platform of recruiters in each school.

Visibility & Marketing

One of the goals of GYSD is to raise public awareness about the role young people play in strengthening communities, as well as to recognize and celebrate the service that young people are doing year-round. To that end, the GYSD Lead Agency program requires participants to engage in public relations and marketing to promote your young people and your GYSD activities. Specifically, the public relations requirements include:

- **Engaging in media relations by researching your local media, sending press releases about your GYSD work, and following up to engage media to tell the story of youth in your community.**
- **Engaging with YSA and with your constituents via social media (Facebook and Twitter), and encouraging your project participants to do the same.**
- **Documenting your project through photography.;**

Aligning the branding and marketing materials for your service projects with the global GYSD campaign and State Farm.

12. If accepted, is your organization able to commit to all of the above?

Yes

13. Please enter the URL for your Facebook page.

<https://www.facebook.com/yvccharleston/>

14. What is your organization's Twitter handle?

https://twitter.com/YVC_Charleston

15. What is your Instagram handle?

16. Please describe your organization's capacity to engage in a robust communications campaign to garner attention for your GYSD activities. How will you go about raising awareness? If improving visibility and marketing is one of the priority areas you chose above, please expand your answer here. *

All schools in the Charleston County School District will be made aware of the event but press

releases will be sent out and local media will be notified as well as invited to join the festivities. Youth will be part of the "Each One; Reach One" campaign to recruit more youth, especially those that might not otherwise be invited or able to attend the GYSD event(s). Youth will actively spread the word on social media platforms. YVC of Charleston will promote the events on social media platforms as well as through press releases and meetings with community leaders, council meetings and organizations.

Engaging Community Leaders

A key GYSD visibility strategy is inviting community leaders to your GYSD events. Community leaders can include public and elected officials, teachers, school superintendents, local celebrities, business owners, and outstanding youth leaders. Engaging community leaders can raise the visibility of your GYSD event, organization, and partners. Community leaders can also be asked to speak at your event, hand out certificates, or talk on a topic such as the issue your GYSD project address. Before answering this question, click [here](#) for ideas and to learn more about engaging community leaders in support of GYSD. Click here to enter text

- 17. Please describe your strategy for engaging community leaders in support of your GYSD activities. Which community leaders (who) will you engage, how will you reach out, and what will you ask them to do to support GYSD? Also, describe how you will work with your youth leaders to help you reach out to elected officials. If youth voice and youth leadership is one of the priority areas you chose above, feel free to copy and paste, and perhaps expand on, your answers here.**

We are the City of Charleston's Mayor's Office for Children, Youth and Families (MOCYF). With that being said, we are situated to engage the Mayor of Charleston and City Council Members to raise visibility for GYSD as well as recognize those youth leaders in the community who are critical to the success of the GYSD program in Charleston. We will raise awareness through local media outlets as well as through the school district and will invite teachers from partnering schools to participate and raise awareness as well. The mission of the MOCYF focuses on improving the conditions for children, mobilizing resources in the community to work on their behalf, and developing strategies to support children, youth and families. We act as a community hub for resources for children, youth and families and because of that we have close relationships to different organizations throughout the community. GYSD is a community effort

organized and led by and for youth. Those partners will be invited to give their support to the youth.

Impact on Youth

YSA measures the impact of GYSD in terms of its impact on the youth who participate and the communities that are improved. In regards to the impact on youth, YSA is particularly interested in how your GYSD activities help youth become more actively engaged in their own learning. Examples of the kinds of learning that can be integrated into a service project include the 4Cs and 21st century workforce skills, increased civic engagement and commitment, and the development of leadership skills. We don't expect all projects to achieve all of these outcomes; rather, we want you to identify the impacts on youth that are most important to you and your partners, and plan activities that are likely to achieve those impacts. [Click here to enter text](#)

- 18. Please describe how your organization will include opportunities for youth to become more engaged in their own learning such as gain experience working with the 4Cs or strengthen their 21st century workforce skills as part of your GYSD activities. If building the 4Cs and 21st century skills into your programs is one of the priority areas you chose above, please expand your answer here.**

Part of the YVC experience is an intensive summer service-learning institute for middle school students. Within that summer institute youth gain a better understanding for their leadership style, they learn to hone in their leadership skills as well as participate in at least three service projects each week that challenges them to collaborate with each other and communicate effectively as a team. In regards to GYSD, we are situated to engage youth in a way that they understand the community need(s) being addressed and how their volunteerism benefits them as well as their community. YVC resources and trainings have allowed us the ability to utilize pre-and-post surveys as well as lesson plans and reflection activities to gain a better understanding for their experience. By ensuring youth understand the community need(s) being addressed and then creating a service-learning component to the event(s) that engages them in understanding more about the event and the organization they're volunteering with we are able to give them a well-rounded service event. The youth who help plan the events and recruit youth will work as a team and will have to communicate and collaborate together in order to plan and execute the GYSD service event(s). By using their critical thinking skills they'll formulate a plan to tackle a community issue by recruiting hundreds of youth to come together and volunteer. Anytime that

a youth is out of their comfort zone or meeting new individuals they're creatively thinking and problem solving their next sentence, answer, conversation so for youth to come together and work towards a similar goal that is collaboration at its best.

19. Please describe how you will engage "youth not traditionally asked to serve" and provide opportunities for young people who haven't previously been involved in service activities to be engaged for the first time on GYSD? This may include: racial/ethnic minorities, youth from low-income families, youth with disabilities, adjudicated youth, and those in the foster care system.

Youth that aren't typically active in YVC of Charleston and are our current target demographic are youth from low-income families. In order to recruit youth from all walks of life whether it be youth from low-income families, youth with disabilities or those in the foster care system really boils down to ensuring that agencies serving those youth are aware of the opportunity with YVC, YSA and GYSD. To ensure that those agencies, schools and organizations are aware partnerships will be built and existing partnerships will be fostered and nourished to encourage youth to participate in this wonderful opportunity. YVC of Charleston has experienced difficulty in engaging youth from low-income families due to transportation issues but with the potential funding from the grant we would be able to help secure transportation for those youth. These targeted youth would not be engaged any differently at the actual event(s) than any other youth. All youth will be required to complete a parent profile and waiver (application) so youth not traditionally asked to serve will be tracked and we will be able to see if they continue to stay engaged with our year-round service opportunities.

Impact on Community

YSA helps young people find their voice, take action, and make an impact to achieve the UN Sustainable Development Goals by 2030. For the first time in human history, every country on the planet is using the same blueprint for development and sustainability. UN Secretary General Ban Ki-moon states, "This is the largest generation of young people in history – and with this agenda, they can shape history. A child who is ten today will come of age with the Sustainable Development Goals. I call today's youth the 'SDG generation.' Young people can mobilize the world. They can lead us to a better future." By aligning our work with the SDGs, YSA seeks four outcomes:

- Young people will make the planet sustainable
- Young people will gain constructive employment skills

- Young people will think and act as global citizens
- Adults will respect young people as indispensable assets and resources.

YSA is here to help you connect your local service projects to the 17 Global Goals laid out by the United Nations. YSA is also particularly interested in how your GYSD activities impact your community. Examples of impact include measurable outputs in the issue areas of the environment, education, health, hunger, poverty, disaster preparation, veterans and military families and human rights.

20. Please select the issues you expect to address through your GYSD activities

SDG14: Life Below Water - Conserve and sustainably use the oceans, seas and marine resources for sustainable development.

21. Please describe how your organization will engage youth to identify and address community issues important to them and to your community. If you know at this point, what measurable outputs might you count in order to demonstrate an impact on the community? Are there issues your organization or community is already working to address?

We will create a GYSD Planning Committee to ensure that the youth voice is heard and that they're the ones truly identifying the community need(s) and issues that are important to them. Leading up to the actual GYSD weekend youth will meet with me as well as with community partners to aid in identifying the community need(s) they want to address as well as the coordination of the event(s). Youth will have a dynamic role in the planning and implementation of the weekend. Currently the YVC of Charleston Youth Advisory Board (YAB) meet with me to address community needs they would like to address and work to coordinate service-learning events around those community needs. Youth have already addressed over a dozen community needs in the Charleston area and have addressed those needs through volunteerism. Those needs are, but aren't limited to: arts, disaster preparedness, equal opportunities for all, environmental, foster children, healthy environments, hunger and nutrition, individuals with special needs, literacy, veterans and senior citizens.

22. Please describe the state of youth service in your community, and how you think it might change because of your GYSD activities. (Consider the following prompts for ideas as you write this answer: Is youth service the common expectation and common experience of all young people in your community? What are some of the other service and/or service learning

programs in your area? Do any of the local schools have a service or service-learning requirement? Do all young people in your community have access to service opportunities? Do many young people in your community already serve or want to serve?)

In years past Charleston has celebrated GYSD with other organizations leading the effort, but within the last year there hasn't been a core organization leading the effort that can centralize youth engagement. With the MOCYF's new partnership with YVC, the 2016 GYSD weekend was celebrated by a small group of youth but with recognition from YSA Charleston youth could truly have a completely different level opportunity for the 2017 GYSD weekend. If funded through YSA , and backed by the organization YVC of Charleston's efforts can truly take off with two significant nationally-known supporters. Youth will gain a better understanding that they're not just part of a group from Charleston but that they're part of a larger group of change agents. Several schools within the Charleston County School District do require youth to log a certain amount of volunteer hours throughout the school year but to have those schools who don't require service hours to get onboard with this opportunity is a true goal as well. Working with youth in different facets I have gained a better understanding that youth truly want to be involved in their community, they want to feel needed and wanted and they're so innovative. They have fresh ideas that adults can learn so much from but too often their ideas, input and opinions aren't taken into account. There are other forms of youth engagement through Boy Scouts, Girls Scouts, 4-H and individual groups and individuals but to have a core group celebrate this wonderful weekend is the ultimate goal. Having more youth involved and garnering more attention to the young change agents in our community is so critical. With this funding and backing from YSA the Charleston community could really be exposed to how integral the youth of the community are to the success of our future.

Global Youth Service Day Activities

Global Youth Service Day 2017 will take place next year from Friday, April 21 to Sunday, April 23. A few points to remember when organizing a Global Youth Service Day event:

- **While the Lead Agency can organize several small events, the Lead Agency is required to organize a larger signature event.**
- **Your partners can collaborate with you on the signature event, or your partners can organize their own GYSD event, or a combination of both.**

- Ideal GYSD events include a meaningful service or service-learning component, a celebration/recognition event, or a combination of both.
- A GYSD event can be a part of your regular programming, as long as the event takes place the weekend of GYSD.

23. Please share any plans you have at this time about your GYSD signature event or your partners' events.

In years past block parties and group parties have been held to celebrate the work of the youth who participated in GYSD weekend. Ideally a grand field day-type event through our organization would take place to celebrate all youth who participate in the 2017 GYSD weekend. Youth will be celebrated with refreshments, music, inflatables, face painting and other festivities. The City of Charleston's Mayor will be invited as well as community leaders to show youth that their hard work is valued and that they're making a tremendous difference in the Charleston community.

24. How many youth, ages 5-25, will you and your partners engage in service activities during GYSD. Be sure to check the grant option you chose above and the minimum number required.
250

25. Please describe the proven strategies or best practices that you will use to recruit and engage youth volunteers

One of the best recruitment tools is current volunteers. Youth are extremely mobilized in that they have friends from multiple schools, organizations, churches and relatives similar in age. If they have a positive volunteer experience their recommendation is worth more than an adult trying to persuade a youth to volunteer. A continued partnership with our local school district and youth-service agencies will be key to recruitment efforts as well. Utilizing current volunteers, our school district and word of mouth YVC of Charleston has recruited over 60 youth in the past year and those youth have given over 500 hours of service in less than nine months. These strategies have proven successful thus far and we will continue to utilize them in addition to reaching out to more organizations and religious outlets. By having youth give feedback and having them take roles in planning and implementing events has kept them engaged. They'll continue to be engaged if they feel that their opinion is valued and that events are taking place that they enjoy and want to participate in.

26. GYSD is Friday, April 21 to Sunday, April 23, 2017. The youth volunteer number entered above must be engaged in service or service-learning activities on these dates. However, YSA recognizes there are circumstances out of your control that may make this date not possible for your organization. Let us know if the date for GYSD works for you.

Yes, all or most of our GYSD activities will take place between Friday, April 21 and Sunday, April 23.

If you answered no to the previous question, please explain why April 21-23 does not work for your organization, and when you propose to celebrate GYSD. The date should be as close as possible to April 21-23, 2017

Budget

27. Please describe how you will use the amount of the planning grant option you chose above. (Options include event and project costs - including transportation, staff time, coalition meeting expenses, training expenses, mini-grants to support projects, etc.)

By receiving a \$500 grant through YSA YVC of Charleston will use the money towards meeting expenses for the GYSD Youth Planning Committee to participate in the planning and implementation of the GYSD festivities. It will be used to help transport youth who have no means of transportation to the event(s) and it will also be used to execute a signature celebration event for all youth who participated in the weekend. The grant will also be used to cover project-related costs.

*Submitted by: Jennifer Gorham, Youth Programs Coordinator
August 20, 2016*

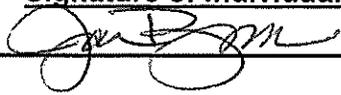
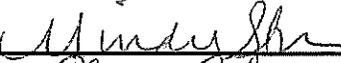
COMMITTEE / COUNCIL AGENDA

11.)

TO: John J. Tecklenburg, Mayor
FROM: Amy K. Wharton DEPT. BFRC
SUBJECT: MAYORS OFFICE FOR CHILDREN YOUTH & FAMILIES-AMERICORPS VISTA PROJECT
REQUEST: To accept the AmeriCorps VISTA Continuation grant (11VSSC002) from the Corporation for National and Community Service

COMMITTEE OF COUNCIL: W&M DATE: September 13, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Director-MOCYF	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

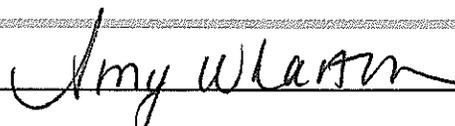
FUNDING: Was funding previously approved? Yes No N/A

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

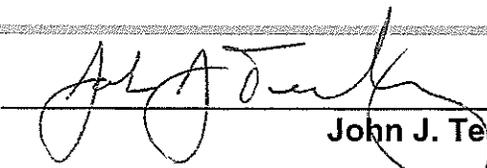
Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:
The city share of up to \$122,311 for up to 7 AmeriCorps VISTAS will come from site fees collected from each site hosting a VISTA.

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.

CORPORATION FOR NATIONAL AND COMMUNITY SERVICE
AmeriCorps VISTA
MEMORANDUM OF AGREEMENT



Between

City of Charleston, MOCYF
75 Calhoun Street, Suite 3700
Charleston, SC 29401-2901
EIN: 576000226

and

Corporation for National and Community Service
South Carolina State Office
1835 Assembly St
Suite 872
Columbia, SC 29201-2430

Pursuant to Title I, Pub.L. 93-113, the Domestic Volunteer Service Act of 1973, as amended, 87 Stat. 394 hereinafter, the "Act"

This Memorandum of Agreement, hereinafter referred to as "the Agreement", between the two above-captioned parties: 1) Corporation for National and Community Service, hereinafter referred to as "CNCS"; and 2) City of Charleston, MOCYF, hereinafter referred to as the "Sponsor", sets forth the parties' understanding concerning the establishment and operation of a local project under the AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. §§ 4950 et seq.), hereinafter may be referred to as "the Act". The primary purpose of this agreement is for CNCS to provide the Sponsor with up to fifty-seven (57) AmeriCorps VISTA members and up to seven (7) Summer Associates to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.

The project shall be cost-shared between CNCS and the Sponsor. Accordingly, the Agreement provides for the Sponsor's funding of up to \$122,311.00 to cost-share up to seven (7) AmeriCorps VISTA member(s) and up to seven (7) Summer Associates and the assignment of up to fifty (50) AmeriCorps VISTA members(s) and up to zero (0) Summer Associates supported by CNCS. The Sponsor's cost-share of up to fourteen (14) VISTAs and Summer Associates is subject to annual review and renewal every 12 months. The final numbers of AmeriCorps VISTA members and/or Summer Associates placed may be less than the number listed above due to considerations, such as those related to the management, resources and budget of the VISTA program. Specific details regarding cost-share payment roles and responsibilities associated with this Agreement are set forth in paragraph 20 of Part II of this Agreement.

This Agreement is for one year, and shall become effective on the date of 09/04/2016 execution of this Agreement. The date of execution of this agreement is the date that the final signatory for either party signs and dates this Agreement. This Agreement is subject to performance of the terms as set forth in this Agreement, below in Part II. Activity on the project shall be deemed to have begun on 09/04/2016 and shall end thereafter on 09/02/2017, unless terminated sooner by either or both of the parties.

Click below to view:

[General Provisions of the Cost Share MA](#)

In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date. (The Sponsor and Corporation for National and Community Service staff must sign the Memorandum of Agreement even though single signatures only are required for grant agreements.)

Sponsor

Corporation for National and Community Service

Electronically

Signed By: Sturm, Melinda Jean

Title: Director

Date: 19-AUG-16

City of Charleston, MOCYF

Address: 75 Calhoun Street, Suite 3700
Charleston, SC 29401-2901

Phone: (843) 965-4190

Sponsor Location Code Number: 61217

Sponsor DUNS Number: 077990786

Electronically

Signed By: DiSilvestro, Frank A

Title: SPS

Date: 19-AUG-16

Corporation for National and Community Service

Address: South Carolina State Office
1835 Assembly St
Suite 872
Columbia, SC 29201-2430

Phone: (919) 856-4731

Electronically

Signed By: George, Michelle

Title: Executive Officer

Date: 19-AUG-16

Corporation for National and Community Service

Address: 250 E Street SW
Suite 300
Washington, DC 20525-0001

Phone: 202-606-6626

COMMITTEE / COUNCIL AGENDA

12.)

TO: John J. Tecklenburg, Mayor

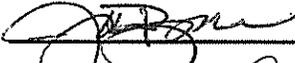
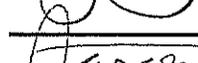
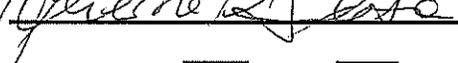
FROM: Amy K. Wharton DEPT. BFRC

SUBJECT: KEEP AMERICA BEAUTIFUL NATIONAL GRANT PROGRAM

REQUEST: To approve submission of the 2016 LOWES/KAB Community Partner Grant in the amount of \$5,000 for the Compost Rangers Program funds will go towards supplies that will create composting cubes at various community gardens and schools

COMMITTEE OF COUNCIL: W&M DATE: September 13, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Director of Parks	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

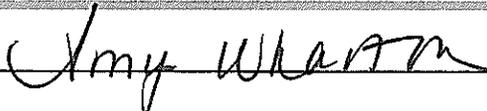
FUNDING: Was funding previously approved? Yes No N/A

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

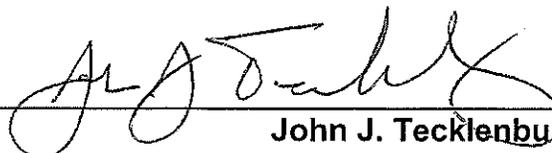
Balance in Account _____ Amount needed for this item _____

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 was submitted on August 10th, 2016

CFO's Signature: 

FISCAL IMPACT:
No City match required

Mayor's Signature: 
John J. Tecklenburg, Mayor

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



City of Charleston

JOHN T TECKLENBURG
Mayor

South Carolina

JAMIE GILLETTE
Program Manager

PARKS DEPARTMENT

To: City of Charleston City Councilmembers

From: Jamie Gillette, Program Manager
Keep Charleston Beautiful, City of Charleston Parks Department

Subject: 2016 Lowe's Community Partnership Grant

Date: August 15, 2016

Please be advised that the City of Charleston's Parks Department is pursuing funding from Keep America Beautiful via the 2016 Lowe's Community Partnerships Grant. The funding request of \$5,000 may be utilized by Keep Charleston Beautiful in collaboration with The Compost Rangers to construct and implement composting facilities in three Charleston County Schools and various community gardens. The application was due August 10, 2016 and thus, when it reaches your desk, it will be considered after-the-fact approval.

The purpose for pursuing the funding is to allow Keep Charleston Beautiful the opportunity to partner with a community organization in an effort to implement a proposed project that would enhance the community. This opportunity would support the funding of necessary construction equipment and tools for building compost facilities, as well as items necessary for successful operation of the composting programs, such as trailers and bike safety equipment. There are no personnel requests in this grant application and no City match is required.

The funding is derived through a competitive grant program administered by Keep America Beautiful in partnership with Lowe's Home Improvement stores. The competition is available only to Keep America Beautiful affiliates.

The funds are awarded in the form of an upfront \$3600 cash allowance, a \$1000 Lowe's gift card, and a \$400 post-report cash allowance. The project must be completed and awarded funds spend by December 1, 2016. Please contact me at 843-579-7501 or gillettej@charleston-sc.gov should you have any questions or concerns regarding the enclosed. Thank you for your ongoing support.

Respectfully,

Jamie Gillette, Keep Charleston Beautiful Programs Manager



2016 Keep America Beautiful/Lowe's Community Partner Grants

Application Deadline: August 10, 2016

1. Which grant amount are you applying for?

\$5,000

2. Do you work with your local Lowe's now?

Yes

3. What is that Lowe's store number?

There are two stores located within the City of Charleston that Keep Charleston Beautiful has worked with previously. These stores are store #0661, located on James Island, and Store #0655, located in West Ashley. These stores have donated supplies to Keep Charleston Beautiful for its community and educational programming. Additionally, Lowe's Heroes employee volunteers have assisted with community enhancement projects in previous years.

4. Affiliate Name

Keep Charleston Beautiful

5. Contact Information

Your Name: Jamie Gillette

Affiliate: Keep Charleston Beautiful

Address: 823 Meeting Street

City/Town: Charleston

State: South Carolina

ZIP: 29403

Email Address: GilletteJ@Charleston-SC.gov

Phone Number: 843-579-7501

6. What is your affiliate's tax ID#?

57-6000226

7. Is this a pollinator garden project?

No

8. Please Provide a brief (1 to 2 sentences) description of your project:

Keep Charleston Beautiful will be coordinating our project with our non-profit community partner, The Compost Rangers, whose mission is to build a healthier community by connecting schools, restaurants, and local businesses to a grassroots

compost initiative in the City of Charleston (i.e. collecting organic waste from local establishments and transporting material via bicycle to school gardens, giving them the ability to educate students about the waste, the environment, and importance of a healthy lifestyle). Keep Charleston Beautiful will be partnering with The Compost Rangers on a project to create composting cubes at various locations to recycle the waste collected from local businesses, as well as build raised beds for planting edibles and pollinator species.

9. Provide an OVERVIEW of the community need that the community restoration grant funds will be used to address. How will your project/program address those specific community needs? (1-2 paragraphs)

It's Keep Charleston Beautiful's mission, as well as Keep America Beautiful's mission, to improve recycling in our communities. Food recycling is an integral part of making that mission a success. Charleston, SC is a food town, with an equally prevalent food problem. Charleston and its community is plagued by two food problems, lack of accessibility to fresh affordable veggies, and lack of education about food waste and food recycling. Delicious and organically grown vegetables are plentiful in the fine dining restaurants that abound throughout Charleston, while contrarily the city's lower income neighborhoods lack easily accessible, healthy, and affordable produce. The second problem addresses food waste and lack of education surrounding its ability to be recycled. The average American wastes about 20 lbs. of food each year. It is estimated that 40 percent of the food in the United States goes uneaten, and only 3% of that discarded food is composted. The Compost Rangers, a non-profit with a mission to augment the compost initiative in Charleston, are accomplishing their goals by operating as the connective tissue among local businesses, gardens, and schools, with food waste as their medium. The food waste is hauled via bicycle to community gardens, where recycled into compost, and then used to grow produce (i.e. rubbish is now the resource).

Funds provided by the Lowe's Community Partners Grant will provide The Compost Rangers the ability to expand their composting operation throughout the City of Charleston. Funds will help create "composting cubes" at various community garden locations, will allow for the construction of new raised garden beds, provide equipment and tools for such construction projects, and will quite literally, help The Compost Rangers and Keep Charleston Beautiful "build the community from the ground up". This expansion of composting sites throughout the City will help reduce landfill waste, reuse and transform valuable resources, allow an opportunity for community education, and elicit volunteerism and stewardship among our City's residents.

10. What are the specific GOALS AND OBJECTIVES of this project/program? (2-3 paragraphs)

The primary objective of the project is to expand the presence of The Compost Rangers into Charleston County Schools. Education of our youth is integral into growing a sustainable composting culture across generations. The Compost Rangers, along with help from Keep Charleston Beautiful and The Green Heart Project plan to build custom-built Compost Quarters at three Elementary schools, while also conducting management of the Compost Quarters at each school site. The Compost Quarters are a neat and effective composting operation, consisting of a raised bed garden and an associated Compost Cube. The planned Compost Cubes are 48"x41" wooden boxes, wrapped in landscaping fabric and burlap.

In order for the Compost Quarters at school and community gardens to function at their peak, they need the right ingredients. Those ingredients come from Charleston's very own local businesses. The Compost Rangers currently pick up organic food waste from restaurants in downtown Charleston. It is then transported via bikes with trailer attachments to a community garden site. A second objective of this project is for The Compost Rangers to possess the necessary tools to get those ingredients to the school and community compost piles. Making this food waste recycling initiative easy for those participating is essential to the program's prolonged success and expansion. Funds from the Lowe's Community Partners Grant would allow additional trailers and hitches that attached towing trailers to the bicycles of The Compost Rangers' staff. This will allow additional Compost Ranger volunteers to collect a larger quantity of food waste from a larger quantity of restaurants and business collaborators. Grant funding would also fund volunteer t-shirts and safety equipment like bike helmets and bike lights.

The third objective the proposed project is to enhance current outreach and education programs by constructing a mobile waste recovery station. The waste recovery station is transportable and serves as The Compost Rangers' outpost at Farmers Markets and large information events. Given approval of the grant request, the mobile waste recovery station would be constructed using a wooden frame-work split into Landfill, Recycling, and Compost receptacles. Each receptacle would be fronted by Plexiglas, allowing visitors to visually see their waste inside. Local Farmers Markets serve as a wonderful education opportunity, as well as a place where community members can shop for fresh, local, and affordable produce. These markets and information events allow organizations like The Compost Rangers to meet face to face with our neighbors and impart knowledge surrounding the process of composting. The Plexiglas front, mobile waste recovery station leaves a striking visual impact with visitors at these events, and elicits them to rethink what they throw out.

11. What's the anticipated COMMUNITY IMPACT that will result from this grant funding (2-3 paragraphs)

This grant funding will allow community impact on multiple levels. There will be an anticipated beneficial impact to our local businesses and restaurants. Grant funding will allow the opportunity for gaining additional collaborators, who will gain insight and knowledge into the composting process, be able to recycle and reduce the amount of food waste going into their dumpsters, ultimately saving them money in the process.

Funding will allow a great impact to students and their families, via strengthening and building the presence of composting at local Elementary schools. Students gain outdoor hands-on education, including proper waste management skills, which they often relay to their parents and members of their homes. Students and their families gain a greater understanding of the cyclical and interconnectedness of the natural world, while also getting to grow, and eat, fresh affordable produce in the process. The school as a whole is also benefited in that the Compost Quarters provide them with an environmental teaching forum at no cost. The majority of schools in Charleston County incorporate composting into the cafeteria waste sorting, and this would allow them to further educate on the topic.

It is also anticipated that the Lowe's Community Partner Grant funding will benefit the Charleston County landfill. As the community composting presence increases through our efforts, it is hoped that the amount of waste making its way into our landfills is reduced, extending the life of the landfill as a result.

The result of this project will be a beneficial impact to the community as a whole. Informational tabling at Farmers Markets and events, Composting Quarters at schools, collaborations with local businesses and restaurants, all provide the forum for imparting knowledge on how to be better stewards of our environments. From students, to businesses operators, to farmers, to tourists, the possibility for education is vast. The community can access these community garden plots, can use the compost, and can now have a visual guide and the knowledge to begin composting at their own homes.

12. Detail your project/program BUDGET including a description of how community restoration grant funds will be spent. Please use bullet points to break down line items. If additional funders, please name and provide their respective funding amounts:

Building Supplies for Compost Quarters at School/Community Gardens:

- Lumber - \$1000
- Tools (shovels, screws, staple guns, etc.) - \$860
- Fabric and wiring - \$270

Volunteer Program (Food waste pickup):

- Safety Equipment (helmets, lights, etc.) - \$400
- Promo (Volunteer Tshirts, stickers) - \$350
- Transporting Equipment (Bike towing trailers, bike, buckets, etc.) - \$1100

Mobile Waste Recovery Station

- Construction Material (Wood, Plexiglas, Paint) - \$200
- Tools (Paintbrushes, Dremmel, Hinges, Bolts, etc.) - \$300
- Bins (recycling/trash containers) - \$ 120

TOTAL = \$4600

The majority of the items for the project can be purchased at our local Lowe's stores. This total represents what would need to be purchased up front to complete the project. If awarded, the \$400 receiving following submission of the grant report would be used to purchase an additional transporting bike for The Compost Ranger volunteers.

13. Provide a detailed project/program TIMELINE:

Project timeline may vary depending on receipt of grant funding, but will take approximately two months to complete.

Week 1 - Supplies are purchased, layout of Compost Quarters for school 1 are planned, Compost Cubes for school 1 are built, and potential volunteers and restaurant collaborators are solicited.

Week 2 – A location for the Waste Recovery Station is identified, compost transport buckets are prepared, construction begins on Compost Quarters at school 1, Compost Cubes are moved to school 1, training begins with staff of restaurant collaborator #1, and layout of Compost Quarters for school 2 are planned.

Week 3 – Compost Cubes for school 2 are built, construction begins on Compost Quarters at school 2, Volunteer #1 is contacted, set up with equipment, and trained on the bike, compost pickup begins at restaurant collaborator #1, and design of Waste Recovery Station begins.

Week 4 – Construction is completed at school 1, Compost cubes built for school 2 are moved to school 2, layout of Compost Quarters for school 3 are planned, Compost Cubes for school 3 are built, construction continues at school 2, and Volunteer #2 is contacted, set up with equipment and trained on the bike.

Week 5 – Restaurant Collaborator #2 is contacted, construction begins on Waste Recovery Station, construction is completed at school 2, construction begins on

Compost Quarters at school 3, and training begins with staff of restaurant collaborator #2.

Week 6 - Compost Cubes built for school 3 are moved to school 3, compost pickup begins at restaurant collaborator #2, Volunteer #3 is contact, set up with equipment, and trained on the bike, construction is completed on the Waste Recovery Station, and Restaurant Collaborator #3 is contacted.

Week 7 – Feedback is solicited from current restaurant collaborators, training begins with staff of restaurant collaborator #3, the completed Waste Recovery Station is moved to the Farmers Market location, construction is completed at school 3, compost pickup begins at restaurant collaborator #3, and any issues at Compost Quarters for school 1 and 2 are analyzed and resolved.

14. Provide your plan for reaching out/utilizing traditional as well as social MEDIA sources:

Keep Charleston Beautiful currently utilizes various forms of traditional media and social media to communicate with our community member and promote events and projects. The Compost Rangers also utilize various forms of social media in the same regard. Currently, Keep Charleston Beautiful has a webpage, Facebook page, Instagram Page, and Volunteer Newsletter, all of which help us spotlight upcoming events, elicit volunteers for projects, and show support for our wonderful donors and community partners. The Compost Rangers in particular use their existing social media presence to connect their mission with local restaurants, businesses, gardens, and schools. Instagram, Twitter, and Facebook are used to showcase collaborators and their food waste contributions. It's an effective way to showcase the day-to-day operations of managing community composting, but also give the collaborators positive PR. Consumers are able to see exactly where their food waste goes after, say their morning coffee, and are able to see what it can become. Not only do these media platforms provide promotional and advertising benefits, they serve as an equally important educational platform. An eye catching photo and a fun fact can convey knowledge, incite questions, and garner interest in the process of responsible and sustainable waste management. Overall social, as well as traditional media, is a great to educate our community and promote partnerships which benefit all of those involved.

15. Supplemental Info (not required) – How will other partners such as neighborhood, civic trade or government groups, businesses as well as schools and youth groups be involved? If relevant, how will any additional funding or in-kind contributions received support the project?

Keep Charleston Beautiful is mainly partnering with The Compost Rangers to complete this project. Our mission is to reduce litter, increase recycling and beautify communities, and via The Compost Rangers educational impact, community members will gain a strong understanding of the importance of properly managing their waste stream. With assistance from grant funding, The Compost Rangers will be constructing these compost

facilities on otherwise vacant areas of school lots and also at community gardens throughout the City. We will obtain the help of Lowe's Heroes employee volunteers to participate on site build days to help instruct volunteers on building raised beds and the Compost Cubes. The Green Heart Project is a local non-profit group who will also be helping with the completion of this project, as they have extension gardening knowledge and have a current relationship with our local schools. They will help, along with the schools, to develop the Compost Quarter site design. Additionally, R3 Kids Cook is a non-profit group that educates neighborhood kids how to cook healthy meals with locally grown produce, and will serve a collaborative project partner. The neighborhood boroughs around these schools provide a strong volunteer presence with any environmental education initiatives, and we hope they also serve as support for this proposed project.

16. Estimated project LAUNCH DATE:
September 01, 2016

17. Estimated project COMPLETION DATE:
November 01, 2016

COMMITTEE / COUNCIL AGENDA

13.)

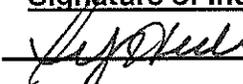
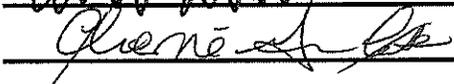
TO: John J. Tecklenburg, Mayor
FROM: Amy K. Wharton DEPT. BFRC

SUBJECT: PLANNING, PRESERVATION & SUSTAINABILITY- TECHNICAL ASSISTANCE GRANT FROM SC FORESTRY COMMISSION & THE GREEN INFRASTRUCTURE CENTER INC.

REQUEST: To accept the Technical Assistance grant in the amount of \$85,700 from SC Forestry & Green Infrastructure Center to map and evaluate the city's urban tree canopy and determine how best to incorporate urban forests into the city's stormwater management program and sea level rise plan, and update all related City ordinances to reflect new goals. Joint effort with GIS, Parks and PS.

COMMITTEE OF COUNCIL: W&M DATE: September 13, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
PP&S	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

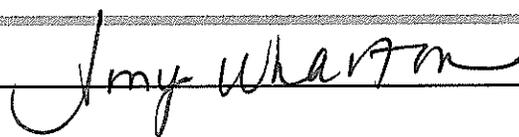
FUNDING: Was funding previously approved? Yes No N/A

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

Balance in Account _____ Amount needed for this item _____

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

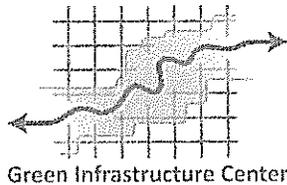
NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:
GIC will provide a match of \$4,000. The city match is \$30,000 in kind staff assistance to provide base data for analysis and review work product /make suggestions to strengthen plan

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.



Technical Assistance provided by the Green Infrastructure Center Inc. for Utilizing Urban Tree Canopy for Stormwater Management in Charleston, SC

A. Overview

The South Carolina Forestry Commission (Commission) and the Green Infrastructure Center Inc. (GIC) are pleased to offer technical assistance to the City of Charleston (City) for evaluating the city's urban tree canopy and determining how to best incorporate their urban forests into the city's stormwater management programs (i.e. Municipal Separate Storm Sewer Systems (MS4) and related stormwater management goals and ordinances).

The GIC will provide the technical support and project management. They are responsible for preparing all the deliverables. The GIC is a non-profit organization and will be paid by the Commission. The GIC's staff consist of planners, natural resources managers, foresters, GIS modelers and facilitators and educators. More information is available at www.gicinc.org. The GIC will task several staff to the City to meet the needs of project deliverables.

In order to begin work, a Technical Assistance Agreement (TAC) is necessary to spell out the roles and responsibilities of both parties. This TAC must be signed in order for GIC to begin work. If there are uncertainties, questions or concerns, please contact GIC to discuss them, so necessary and appropriate modifications to the TAC can be made.

The timetable, process and tasking is based on the GIC's knowledge of what is required to follow the best science and planning methods and to derive the intended outcomes. A detailed flow chart of the timing for project tasks and specific dates can be created once the project is underway.

B. What Will the City Receive?

The primary outcome is a process for integrating trees into the city's stormwater management program. This process will be developed during the project with significant input by the City and it will be described in a project case booklet produced at the end of the project. Ultimately, the City will have a more strategic and effective process for combating stormwater runoff. While the City is not required to adopt the recommendations, it is anticipated that the City will make a good faith effort to undertake the strategies it has helped to create.

In addition to a developed process for integrating trees into the City's stormwater management strategy, each city will get:

- ✓ Updated tree canopy and impervious land cover map used to map current canopy and analyze runoff, stormwater benefits and potential for mitigating stormwater (map and GIS digital format) + metadata.

- ✓ Potential planting areas map (digital GIS) used for strategic planning to set future canopy goals.
- ✓ Codes and Ordinance Audit for urban trees to facilitate better management and care.
- ✓ Workshops with local committees to provide education and solicit input.
- ✓ Model ordinance language or other program/policy documents for using trees to meet stormwater regulations.
- ✓ Written step-by-step- strategy and methodology for linking urban forest systems to urban MS4 requirements for the City.
- ✓ Case study of the project suitable for sharing at workshops, with elected and appointed officials and other agencies and stakeholders.

C. Participation

The City is required to convene a technical advisory committee comprised of (but not limited to) at least one representative from stormwater management (e.g. engineering or public works), planning, GIS staff/department, parks and urban forestry and related agencies to share data and review results. Staff will need to contribute their time to attending meetings (at least 6 in-person meetings during the project) as well as occasional free on-line meetings run by GIC to review data created by the project. One staff member from the City must serve as the team liaison to work with the GIC staff in coordinating work flows.

The City is required to convene one or more community meetings to review this work and educate the public. This is an excellent way to help meet the match, as all participant time counts towards the match.

The identified responsible party for this project is Katie McKain, Senior Planner, mckaink@charleston-sc.gov

D. Matching Funds

This is a technical assistance grant only. No funds will be exchanged between the GIC and the City. The City will match the technical assistance provided with a cash match or in-kind support, such as staff hours, printing and use of facilities and supplies. Matching funds can be contributed in the form of staff time (salary and fringe), time from the public who attend any presentations, waived fees for meeting rooms and so on. See Appendix A: example matching formula. Cities will submit quarterly matching documentation showing the ways in which they have met their matches and the state will also assist in identifying match sources.

The total amount of the award of technical assistance equals a value of \$85,700.00. The Commission is providing a match valued at \$51,700.00. The GIC will provide a match of \$4,000. The City's match responsibility is \$30,000. See example calculation methods and rates in the Appendix.

E. Process

- 1) Form a technical review committee made up of city agencies (e.g. planning, engineering, forestry).
Convene group for orientation (anticipate at least 6 technical meetings over the project year).
- 2) Capacity Audits (to be done concurrently).
 - i. Perform data audit (assess all data layers available, especially land cover, tree canopy, stormsewer, etc.)

- ii. Perform code and ordinance audit – review whether and how trees can be used for stormwater management as well as how well the city’s codes and ordinances protect, expand or restore the urban forest (tree ordinances, landscape codes etc.).
- 3) Analysis of current extent of the urban forest: GIC will utilize current high resolution tree canopy or create new canopy data. Determine city’s current canopy coverage and calculate stormwater (and related) benefits. Create Possible Planting Area Analysis (PPA) to determine how much canopy could be expanded. Determine potential future stormwater benefits.
- 4) Stormwater and trees calculations methods review: Assess current software (i-Tree, i-Tree Hydro, other reference manuals and models) for determining stormwater uptake. Report results and recommended method.
- 5) Recommendations: Suggest code changes/incentives/programs that can integrate and utilize the urban forest for better stormwater management.
- 6) Outreach and education: Hold community forum(s)/workshops to educate developers, decision makers, community about the proposed approach.
- 7) Write up recommendations: Suggest how city can best adopt new programs, codes, processes to better integrate the city’s trees as part of their stormwater management program.
- 8) Sharing the work: Create a case booklet and a PowerPoint presentation which features each of the seven participating states; detailing the project, methodology, lessons learned and best practices for other cities who wish to do this work. Present the case booklet at: state forestry conferences, the national Partners in Community Forestry Conference, the American Planning Association, Stormcon (stormwater engineers’ conference) and possibly the Water Environment Federation (WEFTech).

F. Timeframe

This project will take between 12-18 months. The period of performance, including the preparation and submission of all required data or deliverables, shall begin on October 1, 2016 (or sooner pending award by the Commission to GIC). Costs incurred outside the period of performance will not be credited to the project unless the GIC has provided a signed authorization to exceed the 18 month period.

G. Relationship Between Parties

The GIC’s relationship to the City is that of a consultant assisting them in creating a strategy for utilizing trees for stormwater management. Neither this TAC nor the performance of the work hereunder shall for reason whatsoever create any employer-employee, partnership, joint venture or agency relationship between the parties.

H. Indemnification and Release of Liability

Both the GIC and the City acknowledge responsibility for the negligent acts of its employees, officers and/or representatives and each shall maintain during the Term of this Agreement liability insurance at a minimum the amounts listed below for damages to person or property as the result of any one occurrence:

- i) A limit of Three Hundred Thousand and No/100 (\$300,000.00) Dollars per person, per occurrence, for bodily injury, including death, arising from the negligent acts of either party, its employees, officers and/or representatives; and
- ii) A limit of Six Hundred Thousand (\$600,000.00) Dollars per occurrence, in the aggregate, for bodily injury, including death, from negligent acts of either party, its employees, officers and/or representatives; and
- iii) A limit of One Hundred Thousand and No/100 (\$100,000) Dollars for damage or destruction of property, per occurrence, arising from the negligence of either party, its employees, officers and/or representatives.

The GIC shall indemnify the City, its successors and assigns, from and against any losses, costs, damages or expenses of every kind, including reasonable attorney's fees, investigation expenses and similar charges, whether direct, indirect, special, consequential or otherwise, arising from GIC's delays or failures to perform its obligations as specified herein or in any other document or instrument pursuant hereto, or reasonably incurred as a result of any such claim made by any person. The City shall notify the GIC of any such claim and the GIC shall have an opportunity to defend, resist or otherwise respond. The GIC is responsible for carrying its own liability insurance and can provide an insurance certificate upon request. The GIC is fully insured by the Hartford Group.

I. Summary of Roles and Responsibilities:

GIC	CITY	Commission	Notes
Develop Tree Canopy Data Layer	Review data/quality assurance	Review work product	Much of this review is on line
Review data	Provide base data for analysis	n/a	City provides existing data – e.g. parcels
Code and ordinance audit	Provide relevant codes and review work.	Review work product	City recommends codes to review
Work with review committee to establish goals	Convene review committee and review results	Attend meeting (if desired)	GIC can assist with facilitation. There will be several meetings (8 or more over the year).
Calculate stormwater and other benefits	Review process and results	Review work product	
Create a potential planting area analysis and calculate potential future benefits	Convene review committee and review results	Review work product	Not an actual plan but a model of potential for informing strategies
Draft recommendations for integrating trees in stormwater management	Recommend future actions for integrating trees in stormwater management	Review work product and make recommendations	Used to create case study
Training in using updating data	Update data, integrate actions into local activities, plans, strategies	Participate in training	All data created to be given to city in GIS and related formats
Write case study	Review and contribute to case study	Review work product and assist in dissemination	Limited copies to be printed/others to be PDF format.

J. Budget and Match Requirements

The City must prepare documentation showing how it will provide its match. Following are the rules for documenting and submitting the match. The Commission must adhere to these requirements as they have been established by the USDA Forest Service who are the project funders. Match documentation is due every three months and must be received by the Commission – the deadlines will be provided once the project begins.

- 1) The City must use the official reporting form to list receipts, paid invoices and amounts as well as subtotals. (The Commission or GIC can provide the electronic form in MS Excel).
- 2) Ensure that copies of invoices and receipts show clearly visible dates and amounts. All invoices and receipts must either show a zero balance or have written verification of payment. If the vendor is not obvious (e.g. Fred's Discount Store), notate what the item was for (e.g. display boards for mounting maps).
- 3) The volunteer form will be provided to record match hours for staff, attendees at meetings etc. Ideally use one sheet for staff and one for volunteers. If a community meeting is held, record names and sign form on behalf of the attendees – a responsible party must certify those persons attended.
- 4) If using rent as a match, provide documentation of rental payment or estimate of square footage dedicated to this project and evidence of fair market value (e.g. class A office space @ \$30/sq. ft. at 20 percent of floor area)
- 5) Only non-federal or non-state sources can be used as a match. For example, if a staff member is funded by a federal grant, their time may not be used as match. Similarly, federal funds cannot be used as a match, nor can federal facilities etc.
- 6) Matches are only appropriate for work or supplies used on this grant. Unrelated work or supplies may not be used as a match.
- 7) Documentation for the match requirement outlined above must be submitted quarterly
- 8) Match documentation can be submitted by email. If submitting digitally, provide scanned copies of receipts.

K. Data

In order for GIC to map current and potential future tree canopy, calculate impervious areas and develop the possible planting area analysis, the GIC must obtain a copy of the datasets used by the City such as roads, parcels, zoning etc. The City may choose to sign a data sharing agreement. An agreement form is not required by GIC. The GIC will ensure that all data are kept confidential. All data created for the project becomes the property of the City. The GIC and the state of SC may represent results in presentations or reports.

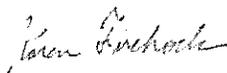
L. Attestation

I attest that all statements and terms in this TAA are agreed to.

Name	Signature
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Agency	Date
--------	------

Position	
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Karen Firehock	
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Name	Signature
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Green Infrastructure Center Inc.	July 18, 2016
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Agency	Date
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Executive Director	
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Position	
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Return an original signed copy to: GIC, P.O. Box 317, Charlottesville, VA 22902

along with spreadsheet detailing proposed plan for achieving match (City may update it during the project)

Estimated Grant Match Worksheet

Match from City of Charleston	# of people	Using only federal volunteer rate **	Professional rates (can be used if higher)	Estimated Hours over 12-18 months	TOTALS with federal volunteer rate *	TOTALS using likely professional rates **
Staff Time						
PP&S: Planner - Team Leader	1	\$23.07		200	\$4,614.00	
PP&S: Planner- Zoning/ Tree Code Enforcement Officer	1	\$23.07		80	\$1,845.60	
PP&S: Planner- Sustainability	1	\$23.07		50	\$1,153.50	
PP&S: Planner- Business & Neighborhoods	1	\$23.07		50	\$1,153.50	
Parks: Arborist	1	\$23.07		80	\$1,845.60	
Public Service: Stormwater Engineer	1	\$23.07		80	\$1,845.60	
IT: GIS Analyst	1	\$23.07		80	\$1,845.60	
Community Review						
Community Workshops	80	\$23.07		6	\$11,073.60	
Facility for Meetings	1	\$100.00		6	\$600.00	
Facilities						
		Rental Rate		Hours Used		
Meeting space		\$60.00		20	\$1,200.00	
Services in House						
Printing meeting flyers, maps					\$3,000.00	
TOTAL City Matching Funds					\$30,177.00	
Match from GIC						
On-Line meeting services - web on line					\$500.00	
Pro-rata rental for GIC's Office		\$250.00		12	\$3,000.00	
GIC Equipment (computers etc.)					\$500.00	
TOTAL GIC Matching Funds					\$4,000.00	
Notes						
* if the locality is using their offices, include their overhead, office space etc. as match						
** if person's professional rate + fringe is known to be higher, use the allowed higher professional rate						

CPR COMMITTEE and/or COUNCIL AGENDA

14.)

TO: John J. Tecklenburg, Mayor
FROM: Matt Compton / Matt Frohlich DEPT. Parks – Capital Projects
SUBJECT: TROLLEY BARN PARKING LOT FEE AMENDMENT #2

REQUEST: Approval of Fee Amendment #2 to the Professional Services Contract with Stantec Consulting Services, Inc. in the amount of \$11,190.00 due to unforeseen requirements imposed by SCDOT. This amendment includes modifications to the construction documents and hydrology report to address SCDOT concerns and revisions to the permit documents. The change will increase the base contract value beyond the \$50,000 limit of "Small Professional Services" contracts. However, given the amount of effort expended to date, and the unforeseen nature of the requirements leading to the change, approval of this amendment as a "Sole Source" is being requested. The total project budget remains unchanged. The total contract time will increase by 273 days.

COMMITTEE OF COUNCIL: Ways & Means DATE: September 13, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
Capital Projects Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>

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

If yes, provide the following: Dept/Div Parking /Trolley Barn Lot Acct # 022134-58238
Balance in Account \$11,190.00 Amount needed for this item \$11,190.00
Project Number CP1508

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: The approval of Fee Amendment #2 will result in an \$11,190.00 increase to the Stantec Consulting Services, Inc. Professional Services Contract to \$62,990.00. The funding source for this project is the Parking Fund.

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.



John F. Tecklenburg
Mayor

City of Charleston
South Carolina
Department of Parks

Jason Kronsberg
Director

Memorandum

TO: Edmund Most, Director
Capital Projects Division

FROM: Matthew M. Compton, Special Projects Administrator *ml*

DATE: August 23, 2016

RE: CP-1508 – Trolley Barn Parking Lot under I-26

Attached is Fee Amendment #02 with Stantec Consulting Services, Inc., in the amount of \$11,190.00. Please review and forward for approval.

This amendment is a result of the SCDOT restrictions on use and construction techniques for the proposed parking lot. Our initial concept, which was used to establish the lease agreement with SCDOT, anticipated draining from north to south towards the existing pond system. This stormwater flow would be intercepted and treated in a bioswale prior to entering the pond. Stantec had completed the initial design development and submitted for state and local permitting based on this conceptual layout, and they were refining the details in anticipation of continued permitting review. SCDOT responded to this submittal that, as proposed, the project could not be permitted.

SCDOT's primary concerns were related to the proposed grading and excavation under the elevated connection between US17S and I26W. We had assumed that some minor work would be permitted in this area, but SCDOT is concerned that any excavation (including the installation of drain pipes) would pose a risk to the elevated structure. Stantec representatives and I met with Robert Clark, Administrator for District 6 to discuss the restrictions and options, but there was no wiggle-room in the restrictions. In that meeting we did identify a workable alternative, which effectively tilts the parking lot to drain south to north and modifies the stormwater treatment approach.

We stopped work on the project while options were evaluated, with construction documents 55% complete, and permitting 65% complete. Stantec provided a detailed analysis of the amount of time required to modify the design and permitting documents (our sunk costs), amounting to \$11,190 or 24% of the original base contract value. In my opinion, this is a reasonable fee, and the anticipated changes in construction requirements will not be significant.

This amendment will increase the base contract value to \$59,940.00. With the Reimbursable Fees remaining unchanged, the total contract value is \$62,990.00. Stantec was selected for this project through the 'Small Professional Services' contracting method, which limits base contracts to a maximum value of \$50,000. However, as this additional design and permitting effort was not anticipated, we had no reason to plan for a base value over the limit. Given the extent of work that has been completed, Stantec's familiarity with the project, and the additional time that would be lost if we were to pursue a competitive solicitation for professional services to complete this project, I recommend that we request approval as a 'Sole Source'.

Please let me know if additional information is required. I will be available to answer any questions that arise.

attachments

City of Charleston
Contract Amendment for Professional Services # 02

Project: (CP 1508) Trolley Barn Parking Lot under I-26

Owner: City of Charleston Division of Capital Projects 823 Meeting Street Charleston, SC 29403	A/E: <u>Stantec Consulting Services, Inc.</u> <u>4969 Centre Pointe Drive</u> <u>Suite 200</u> <u>North Charleston, SC 29418</u>
---	---

Contract Date: May 26, 2015

Amendment Date:

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

1. Description of the Contract Amendment:

Per the attached Change Order #2 for Trolley Barn Parking Lot under I-26, dated 2/29/2016, changes include modifications to the construction documents and hydrology report to address SCDOT concerns (Task 401) and revisions to the permit documents (Task 500).

- Task 401 – modifications to Construction Documents..... \$ 7,750.00
 - Task 500 – modifications to Permit documents..... \$ 3,340.00
- TOTAL: \$ 11,190.00

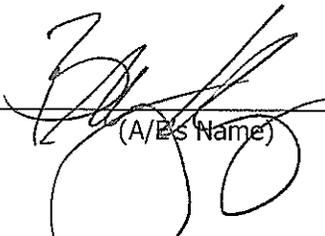
2. Adjustments to the Contract Sum:

Original Contract Sum (including Reimbursable Expenses).....	\$ <u>51,800.00</u>
Change by Previously Approved Contract Amendments.....	\$ <u>--</u>
Contract Sum prior to this Contract Amendment.....	\$ <u>51,800.00</u>
Amount of this contract Amendment, complete.....	\$ <u>11,190.00</u>
New Contract Sum, including this Contract Amendment (incl. Reimb. Exp.)..	\$ <u>62,990.00</u>

3. Adjustments in Contract Time:

Original Date for Contract Completion.....	<u>March 04, 2016</u>
Change in Days by Previously Approved Contract Amendments	<u>--</u>
Change in Days for this Contract Amendment	<u>273</u>
New Date for Contract Completion.....	<u>December 02, 2016</u>

ARCHITECT/ ENGINEER:



 (A/E's Name)

8/29/16

 (Date)

OWNER:

John J. Tecklenburg, Mayor

 (Date)

 (Date)



Stantec
4969 Centre Pointe Drive
Suite 200
N. Charleston, SC 29418-6952

February 29, 2016

Attention: Mr. Matt Compton
City of Charleston Parks and Recreation
823 Meeting Street
Charleston, SC 29403

**Reference: Change Order #2 for Trolley Barn Parking Lot under I-26 Project: Stantec
Project 178420674, City of Charleston, SC**

Dear Mr. Compton:

Stantec Consulting Services Inc. (Stantec) is pleased to submit this change order proposal to City of Charleston (City) for engineering services related to preparing Construction Drawings and Permits for "Trolley Barn Parking Lot under I-26".

Change Order #2 is to amend detailed construction plans and reports associated with the discovered SCDOT lease agreement regulations prohibiting new drainage patterns and uses within 20' of all bridge columns. These regulations significantly alter the initially prepared site layout, stormwater management, and grading design of the project. The previous design utilized a stormwater dry pond / swale beneath the I-26 bridge for stormwater quantity and quality treatment and this treatment measure will no longer be viable due to the SCDOT regulations.

Change Order #2 will include the redesign of all aspects of the project site to bring it into compliance with SCDOT regulations. The following items will be modified:

PROJECT UNDERSTANDING

The items listed in the original project contract dated May 26, 2015 still apply to this change order. In addition, no cut grading or stormwater drainage changes shall be designed within 20' of all bridge columns per the SCDOT lease agreements.

Our proposed scope of services changes are outlined below.



February 29, 2016
Mr. Matt Compton
Page 2 of 5

Reference: Trolley Barn Parking Lot Under I-26 – Change Order #2

SCOPE OF SERVICES/PROJECT APPROACH

Task 401 – Construction Documents

Stantec will redesign construction documents in accordance with the SCDOT Lease Agreement Regulations which state that no changes to grading patterns or cut can occur within 20' of any bridge columns. The following construction plan changes will be implemented:

- Site Layout (parking layout, fencing, etc.)
- Stormwater Management (treatment of stormwater runoff through gravel parking lot voids)
- Site Grading (no cut or alteration of drainage patterns within 20' of bridge columns)
- Erosion Control (Adjustments to during construction erosion control measures per above changes)
- Hydrology Report (Updated from using a dry pond /swale for both water quality and quantity treatment to using gravel voids only)

In addition, Stantec will update all required technical reports (C-SWPPP, hydrology, etc.) based on the above referenced changes. Stantec will provide a revised stormwater management plan that meets both City of Charleston and SCDOT rules and regulations. This task also accounts for attending meeting and addressing forthcoming permitting comments based on both the new changes to the site as well as any additional comments that have been received and not yet addressed.

Task 500 – Permitting

Revise Permit Documentation and Resubmit for the following permits:

- SCDOT Encroachment Permit
- SCDHEC Bureau of Water, Coastal Division – NPDES coverage
- SCDHEC-OCRM – Coastal Zone Consistency (CZC)
- City of Charleston TRC/MS4 Review
- City of Charleston DRB Review

PROPOSED FEE

Stantec will perform the services described in the Scope of Services under the terms outlined in our standard contract with the City. Stantec will perform these services for the following lump sum fees:



February 29, 2016
 Mr. Matt Compton
 Page 3 of 5

Reference: Trolley Barn Parking Lot Under I-26 – Change Order #2

Task	Additional Fee
Task 401 – Construction Documents (Additional) \$8,852.25 Remaining in Existing Budget (See Attachment A)	\$7,750
Task 500 – Permitting (Additional) \$1,587.75 Remaining in Existing Budget (See Attachment A)	\$3,440
Total	\$11,190

The additional fee listed above is a result of the project changes encountered from the SCDOT Lease Agreement which prohibits certain grading and drainage activities within 20' of all bridge columns. Please see Attachment A – Invoice # 1013591 and Attachment B – Change Order #2 Hourly Estimate for additional information.

ACCEPTANCE

We appreciate the opportunity to offer these services to the City and look forward to working with you on this project. Terms of our services will be in accordance with our Current Signed Agreement with the City. If you have any questions, please don't hesitate to call me at (843) 740-6328.

Sincerely,
STANTEC CONSULTING SERVICES INC

Bryan D. Kizer, PE
 Senior Associate
bryan.kizer@stantec.com

Name: Mr. Matt Compton
 Title: Special Projects Administrator

Signature: _____ Date: _____
 Approved by (Client)



February 29, 2016
Mr. Matt Compton
Page 4 of 5

Reference: Trolley Barn Parking Lot Under I-26 – Change Order #2

Attachment A

Invoice #1013591



INVOICE

Invoice Number	1013591
Invoice Date	February 19, 2016
Purchase Order	178420674
Customer Number	6826
Project Number	178420674

Bill To

City of Charleston Parks Dept
 Accounts Payable
 823 Meeting Street
 Charleston SC 29403
 United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
 13980 Collections Center Drive
 Chicago IL 60693
 United States

Project	Trolley Barn Parking Lot under I-26; CP - 1508		
Project Manager	Prorock, John T	Contract Upset	51,800.00
Current Invoice Total (USD)	2,480.59	Contract Billed to Date	27,859.30
		For Period Ending	February 12, 2016

Top Task	401	Construction Documents			
			Total Invoiced	Previously Invoiced	Current Invoice
Progress Charge	20,000.00 x	55.74 % Complete	11,147.75	10,725.00	422.75
Top Task Subtotal	Construction Documents				422.75

Top Task	500	Permit Documents			
			Total Invoiced	Previously Invoiced	Current Invoice
Progress Charge	4,500.00 x	64.72 % Complete	2,912.25	2,656.25	256.00
Top Task Subtotal	Permit Documents				256.00

Top Task	800	Traffic Impact Analysis			
			Total Invoiced	Previously Invoiced	Current Invoice
Progress Charge	6,000.00 x	36.83 % Complete	2,210.00	710.00	1,500.00
Top Task Subtotal	Traffic Impact Analysis				1,500.00

Top Task	950	Reimbursable Expense			
Disbursements					
		Direct - Other Direct Expenses		137.50	
		Direct - Printing		164.34	
		Subtotal Disbursements		<u>301.84</u>	



INVOICE

Invoice Number	1013591
Invoice Date	February 19, 2016
Purchase Order	178420674
Customer Number	6826
Project Number	178420674

Top Task Subtotal	Reimbursable Expense	301.84
Total Fees & Disbursements		2,480.59
INVOICE TOTAL (USD)		2,480.59

Due on Receipt



Progress Report

To: <u> Matt Compton </u>	Progress Report # <u> 7 </u>
From: <u> John Prorock, P.E. </u>	Reporting Period: <u> 1/1/16 </u> to <u> 2/12/15 </u>
	Submittal Date: <u> 2/19/16 </u>
Stantec Project No: <u> 178420674 </u>	
Project Name: <u> Trolley Barn Parking Lot </u>	
Project Location: <u> Charleston, SC </u>	

Activities Accomplished During Current Billing Period:

- Progressed Drawings Per TRC Comments
- Design Revisions and Site Layout coordination per SCDOT comments and for keeping 20' perimeter around bridge columns.

Anticipated Activities in Upcoming Month:

- Resubmit to TRC and attend TRC meeting
- Address any additional TRC or SCDOT Comments
- Addressing SCDOT comments and Encroachment Permit resubmittal to SCDOT

Project Budget and Schedule Adherence:

- Project is on budget and schedule

Anticipated Project Issues or Concerns:

- None

Pending Items Requiring Client Action:

- None



February 29, 2016
Mr. Matt Compton
Page 5 of 5

Reference: Trolley Barn Parking Lot Under I-26 – Change Order #2

Attachment B

Change Order #2 Hourly Estimate

ENGINEERING BUDGET
Trolley Barn - C.O. #2

Item #	Labor & Tasks	Rate/Hour	Bryan	Josh	Shaun	Jenny	John	Mike	Marie	Mindy	Rick	Individual Task Totals		Travel Expenses @ 0.50/mile	Phone/Mail/Expenses	Total Project Costs
												Total Hrs	Total Cost			
	Survey Electric Wetlands							\$98	\$103	\$96	\$227					
	Schematic Design															
1	Layout															
2	Meeting with City and SCDOT															
	Total		0	0	0	0	0	0	0	0	0	0	0	\$	\$	\$
	2. Construction Documents															
1	PM		4				2									\$ 85
2	Cover Sheet															\$ -
3	Existing Conditions						2									\$ 258
4	Grading Plan		2				16									\$ 2,362
5	Staking Plan/Site Plan						6									\$ 774
6	Erosion & Sediment Control						8									\$ 1,032
6	Specs/Notes *						4									\$ 516
7	Details						4									\$ 516
10	Hydrology Report/SWPPP		4				40									\$ 5,755
11	QA/QC Review/Revisions		1	2			12									\$ 1,955
12	Landscape Plan							16								\$ -
14	Meetings/TRC		2				6									\$ 107
	Total		13	2	0	0	100	16	0	0	0	0	0	0	\$	\$ 15,095.00
	3. Permitting															
1	MS4/DCRM		1	2	0		10									\$ 170
2	City of Charleston TRC		1	2	0		8									\$ 144
3	Encroachment Permits		1	2	0		8									\$ 144
4	Meeting Street Exit - NO TIME															\$ -
5	Landscape Variance - NO TIME															\$ -
	Total		3	6	0	0	26	0	0	0	0	0	0	\$	\$	\$ 457.50
	4. Bidding and CA															
1	Bidding/Award															\$ -
2	CD - 1X/WK - 3hrs/wk assume 12 weeks															\$ -
3	Submittal Review															\$ -
4																\$ -
	Total		0	0	0	0	0	0	0	0	0	0	0	\$	\$	\$ -

Total \$ 21,637

CPR COMMITTEE and/or COUNCIL AGENDA

15.)

TO: John J. Tecklenburg, Mayor
FROM: Matt Compton / Matt Frohlich DEPT. Parks – Capital Projects
SUBJECT: WEST ASHLEY GREENWAY IMPROVEMENTS, PARKDALE TO CROGHAN LANDING FEE AMENDMENT #1
REQUEST: Approval of Fee Amendment #1 to the Professional Services Contract with Jerry Regenbogen Consulting, LLC in the amount not to exceed \$5,250.00 for additional permitting services due to the permitting requirements being more extensive than originally anticipated. Additional work is estimated to require 75-90 days beyond the authorization to proceed, subject to delays by permitting reviews.

COMMITTEE OF COUNCIL: Ways & Means DATE: September 13, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
Capital Projects Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>

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

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051413-58238
Balance in Account \$5,250.00 Amount needed for this item \$5,250.00
Project Number CP1520

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: Fee Amendment #1 will increase the Professional Services Contract with Jerry Regenbogen Consulting, LLC from \$38,844.00 to \$44,094.00 and thus over the \$40,000 threshold. The funding sources for this project are: 2013 General Fund Reserves (\$700,000) and 2015 Charleston Transportation Committee (\$140,000).

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

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

City of Charleston
Contract Amendment for Professional Services # 01

Project: (CP 1520) West Ashley Greenway Improvements (Parkdale to Chroghans Landing)

<p>Owner: City of Charleston Division of Capital Projects 823 Meeting Street Charleston, SC 29403</p>	<p>A/E: <u>Jerry Regenbogen Consulting, LLC</u> <u>738-C St. Andrews Blvd.</u> <u>Charleston, SC 29407</u></p>
--	--

Contract Date: July 13, 2015

Amendment Date:

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

1. Description of the Contract Amendment:

- Additional permitting efforts related to the Long Branch Creek crossing portion of the West Ashley Greenway. See attached "PROPOSAL FOR ADDITIONAL SITE DESIGN SERVICES" dated August 08, 2016
- Additional fees related to efforts to be billed hourly per III.B of the original proposal.....NTE \$ 5,250.00

2. Adjustments to the Contract Sum:

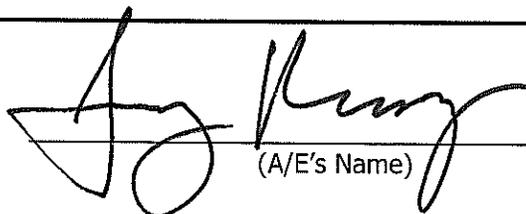
Original Contract Sum (including Reimbursable Expenses).....	\$ <u>38,840.00</u>
Change by Previously Approved Contract Amendments.....	\$ <u>--</u>
Contract Sum prior to this Contract Amendment.....	\$ <u>38,840.00</u>
Amount of this contract Amendment, complete.....	\$ <u>5,250.00 (NTE)</u>
New Contract Sum, including this Contract Amendment (incl. Reimb. Exp.)..	\$ <u>44,094.00 (NTE)</u>

3. Adjustments in Contract Time:

Original Date for Contract Completion.....	<u>July 29, 2016</u>
Change in Days by Previously Approved Contract Amendments	<u>--</u>
Change in Days for this Contract Amendment	<u>90</u>
New Date for Contract Completion.....	<u>October 28, 2016 *</u>

**Through permitting. Contract includes services related to bidding and construction administration.*

ARCHITECT/ ENGINEER:



 (A/E's Name)

8/22/16

 (Date)

OWNER:

 John J. Tecklenburg, Mayor

 (Date)

JERRY REGENBOGEN CONSULTING LLC

Land Planning • Landscape Architecture • Urban Design • Graphic Design

August 9, 2016

PROPOSAL FOR ADDITIONAL SITE DESIGN SERVICES

PROJECT: **West Ashley Greenway – Parkdale Drive to Chroghan’s Landing**

Mr. Matthew M. Compton, RLA
Special Projects Administrator
Capital Projects Division
City of Charleston Department of Parks
823 Meeting Street
Charleston, South Carolina 29403

Dear Mr. Compton:

Jerry Regenbogen Consulting (JRC) proposes to provide for The City of Charleston (City), the following Additional Site Design Services for the **West Ashley Greenway (WAG) – Parkdale Drive to Chroghan’s Landing**.

As we have discussed, the extent of causeway repairs required to provide the required minimum shoulder widths adjacent to the path improvements will result in a more extensive shoreline stabilization effort than the City originally anticipated. We have designed a solution that maximizes the slopes in an effort to reduce the impact, but the new work will still extend beyond the current critical line. This requires a more extensive permitting effort than originally anticipated, and per the JRC proposal to the City dated 3/31/2015 (see section III.B) we are requesting additional services to support that effort. These additional permitting efforts are anticipated to require 75 – 90 days to complete, depending on the comments received from the agencies involved.

Task 1: Permitting Consultation

A Joint Federal and State Application will be submitted to the United States Army Corps of Engineers (USACE), Charleston District, that requests project authorization under Nationwide Permit No. 3 (Maintenance). This application will include (but is not limited to) figures and maps, a complete project and impact description, an alternatives analysis (if necessary), existing information on protected species and known cultural resources, and adjacent property ownership. A Maintenance and Repair Request that describes the proposed project will also be prepared and submitted to the South Carolina Department of Health and Environmental Control – Office of Ocean and Coastal Resource Management (SCDHEC-OCRM).

The consultant will make revisions to the permit application and the request, answer regulatory and resource agency questions, respond to regulatory comments, determine required and appropriate mitigation (if applicable), and track the permit application and the request until a permitting decision is reached by the regulatory agencies.

COSTS

738 C St. Andrews Blvd. • Charleston, SC 29407 • 843 813-3933 • Jerry@JRC-PLA.com

West Ashley Greenway – Parkdale Drive to Chroghan’s Landing

August 9, 2106

Page 2

The ADDITIONAL PERMITTING EFFORT costs will be billed on an hourly basis per III.B of the proposal, with a Not To Exceed value of \$5,250.00.

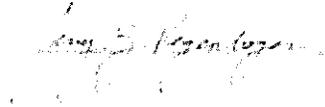
ASSUMPTIONS AND EXCLUSIONS

The following assumptions and exclusions are being made:

- Detailed threatened and endangered species consultation, historical/ archaeological resources issues, legal issues, handling of a contentious permit application, and extensive mitigation analyses are not included in this scope and fee.
- In the event the USACE or SCDHEC requires that the proposed impacts be processed as an Individual permit or Critical Area Permit, respectively, a separate proposal detailing the costs associated with this task can be developed.
- Permit fees charged by the agencies are the responsibility of the client.

Very truly yours,

Jerry Regenbogen Consulting LLC



Jerry Zave Regenbogen, PLA, ASLA
Principal

CPR COMMITTEE and/or COUNCIL AGENDA

16.)

TO: John J. Tecklenburg, Mayor
FROM: Curt Berg / Matt Frohlich DEPT. Parks – Capital Projects
SUBJECT: CFD SAVANNAH HIGHWAY FIRE STATION (FS#11) PROFESSIONAL SERVICES CONTRACT
REQUEST: Approval of a Professional Services Contract with Liollo Architecture, Inc. in the amount of \$501,900.00 for the Savannah Highway Fire Station (FS#11). This amount is for basic services including structural, civil, MEP, fire protection, and back-up fuel system engineering consultants in addition to architectural design, and covers all design, bidding, and construction administration phases.

COMMITTEE OF COUNCIL: Ways & Means DATE: ~~August 16, 2016~~ ^{September 13, 2016}

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

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
Capital Projects Director	<input type="checkbox"/>	<input type="checkbox"/>	<u>Scott Host</u>	<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

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

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051426-58238
Balance in Account \$501,900.00 Amount needed for this item \$501,900.00
Project Number CP1521

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: The Professional Services Contract will obligate \$501,900.00 of the \$8,505,131.00 project budget. The funding source for this project is: 2015 Installment Purchase Revenue Bond (\$8,505,131.00).

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

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



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: 843-724-7191
Fax: 843-724-7300

and the Architect:

Liollio Architecture.
147 Wappoo Creek Drive, #400
Charleston, SC 29412
Phone: 843-762-2222

for the following Project:

Fire Station 11 at Savannah Highway – CP 1521

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.

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 optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 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:
14-months after execution of design contract, including:
 - a. Completion of bid/construction documents – 10 months;
 - b. Permitting – 3 months;
 - c. Bidding and negotiations – 2 months (overlap with Permitting);
 - d. City Council construction contract approval/Notice to Proceed – 1 month.
- .2 Substantial Completion date:
12-months construction schedule

§ 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.

Init.

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 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 every two weeks 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, at least once a month, 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, plumbing, and electrical engineering services. Services not set forth in this Article 3 are Additional Services. For the purposes of this Agreement "usual and customary" shall be those services reasonably required to provide complete design and construction services.

§ 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.

§ 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.

§ 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 four (4) 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 six (6) 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 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

§ 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

§ 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

§ 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 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.

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§ 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.

§ 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.

§ 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 12.5.

§ 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	ARCHITECT	Provided under basic services
§ 4.1.2 Multiple preliminary designs	Not provided	
§ 4.1.3 Measured drawings	Not provided	
§ 4.1.4 Existing facilities surveys	Not provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not provided	

Init.

§ 4.1.6	Building information modeling	Not provided	
§ 4.1.7	Civil engineering	ARCHITECT	Provided under basic services
§ 4.1.8	Landscape design	ARCHITECT	See Exhibit A
§ 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	See Exhibit A
§ 4.1.12	On-site project representation	Not provided	
§ 4.1.13	Conformed construction documents	Not provided	
§ 4.1.14	As-Designed Record drawings	Not provided	
§ 4.1.15	As-Constructed Record drawings	ARCHITECT	See § 3.6.6.4 under basic services
§ 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	OWNER	
§ 4.1.20	Telecommunications/data design	ARCHITECT	Coordinated in basic services as part of electrical engineering for Owner's contractor
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	ARCHITECT	Coordinated in basic services as part of electrical engineering for Owner's contractor
§ 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	Possible future additional services
§ 4.1.28	Other – Community Engagement	ARCHITECT	See Exhibit A
§ 4.1.29	Other – Board and Agency Review	ARCHITECT	See Exhibit A

§ 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.

Additional services offered by the Architect are listed in Exhibit A and may be chosen by the Owner at a later date for their inclusion in the Project.

§ 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;

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- .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.

§ 4.3.2 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 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 thirty five (35) 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 fourteen (14) 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.

§ 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,

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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 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 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.

(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.

§ 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. See § 11.35.4230 of the SC Code of Laws, 1976 as amended.

§ 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

Init.

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.

§ 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 in Article 13 or Article 14 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:

Lump sum of Four Hundred Nine Thousand Four Hundred Dollars (\$409,400.00)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Paragraph deleted)

Lump sum of Seventy-Seven Thousand Three Hundred Dollars (\$77,300.00)

§ 11.3 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:
(Paragraph deleted)

Per the Attached Exhibit B Hourly Rates.

§ 11.4 Where compensation for Basic Services is based on a lump sum, the compensation for each phase of services shall be as follows:

Schematic Design Phase	\$61,410.00(15%)
Design Development Phase	\$102,350.00 (25%)
Construction Documents Phase	\$143,290.00 (35%)
Bidding & Negotiations Phase	\$20,470.00 (5%)
Construction Administration Phase	\$81,880.00 (20%)

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Total Basic Compensation \$409,400.00(100%)

§ 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.
- .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 Fifteen Thousand Two Hundred Dollars (\$15,200.00) 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 11.1.4.

§ 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.

§ 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

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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.

(Paragraph deleted)

ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Paragraphs deleted)

§ 12.1 Contract Schedule and Time Limitations:

See Section 1.2

(Paragraph deleted)

§ 12.2 List of Consultants by Discipline and Name of Person or Firm:

Attached Exhibit C

(Paragraph 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

(Paragraphs deleted)

§ 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 as necessary and 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 12.7 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 in accordance with clause 10.2.1.6 and approve in Subparagraph 11.3.3. 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 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)

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Other documents:

Exhibit A:	Architect's proposal letter dated 29 JULY 2016	4 pages.
Exhibit B:	2016 Schedule of Hourly Rates and Reimbursements.	6 page.
Exhibit C:	Project Directory.	2 page.

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Signature)

City of Charleston

John T. Tecklenburg, Mayor

(Printed name and title)

Dinos Ljollio, AIA – Managing Principal

(Printed name and title)

PROJECT: CP1521 – Fire Station 11 at Savannah Highway

Additions and Deletions Report for AIA[®] Document B101[™] – 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 11:15:58 on 08/02/2016.

PAGE 1

AGREEMENT made as of the _____ day of _____ in the year
(In words, indicate day, month and year.)2016

...

(~~Name, legal status, address and other information~~)City of Charleston
Department of Parks
Capital Projects Division
823 Meeting Street
Charleston, SC 29403
Phone: 843-724-7191
Fax: 843-724-7300

...

(~~Name, legal status, address and other information~~)
Liollio Architecture
147 Wappoo Creek Drive, #400
Charleston, SC 29412
Phone: 843-762-2222

...

(~~Name, location and detailed description~~)
Fire Station 11 at Savannah Highway – CP 1521

PAGE 2

- 14-months after execution of design contract, including:
- a. Completion of bid/construction documents – 10 months;
 - b. Permitting – 3 months;
 - c. Bidding and negotiations – 2 months (overlap with Permitting);
 - d. City Council construction contract approval/Notice to Proceed – 1 month.

...

12-months construction schedule

...

§ 1.3 The Owner and Architect may rely on the Initial ~~Information~~-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.

PAGE 3

§ 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 perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the ~~Project~~-Project and in accordance with the terms of this Agreement.

...

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.

...

~~§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:~~

~~(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)~~

~~.1—General Liability~~

~~.2—Automobile Liability~~

~~.3—Workers' Compensation~~

~~.4—Professional Liability~~

§ 2.5. The A/E may vary periodic visits to the work, but shall average not less than one visit every two weeks 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, at least once a month, 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.

§ 3.1 The Architect's Basic Services consist of those services described in Article 3 and include usual and customary civil, structural, mechanical, plumbing, and electrical engineering services. Services not set forth in this Article 3 are Additional Services. For the purposes of this Agreement "usual and customary" shall be those services reasonably required to provide complete design and construction services.

...

§ 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~~, necessary as the Project proceeds until the commencement of construction.

PAGE 4

~~§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. 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.~~

~~§ 3.1.6 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.~~

§3.1.6 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.

PAGE 5

§ 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~~, 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.

...

§ 3.2.8 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 four (4) properly completed sets of Schematic Design Documents, and the Estimate of Construction Cost in the number and form requested by the Owner.

§ 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.

...

§ 3.3.3 The Architect shall submit the Design Development ~~Documents~~ 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 six (6) 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.

PAGE 6

§ 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 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 ~~will~~ 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.

...

The Architect shall assist the Owner in establishing a list of prospective ~~contractors~~ contractors, if directed by the Owner. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) ~~obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal,~~ competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

...

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project ~~by~~ by:

...

- .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 ~~and~~ of the amounts of deposits, if any, received from and returned to prospective bidders;

...

~~§ 3.5.3 NEGOTIATED PROPOSALS~~

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by~~

- ~~.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
- ~~.2 organizing and participating in selection interviews with prospective contractors; and~~
- ~~.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

PAGE 7

§ 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 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.

...

~~§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.~~

PAGE 8

§ 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-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.

PAGE 9

§ 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 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.~~ 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 12.5.

§ 3.6.6.5 ~~Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance. 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.

...

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the ~~Project~~ Project by the Owner.

~~(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)~~ 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.

...

§ 4.1.1	Programming (B202 TM –2009)	ARCHITECT	Provided under basic services
§ 4.1.2	Multiple preliminary designs	Not provided	
§ 4.1.3	Measured drawings	Not provided	
§ 4.1.4	Existing facilities surveys	Not provided	
§ 4.1.5	Site Evaluation and Planning (B203 TM –2007)	Not provided	
§ 4.1.6	Building Information Modeling (B202 TM –2008) information modeling	Not provided	
§ 4.1.7	Civil engineering	ARCHITECT	Provided under basic services
§ 4.1.8	Landscape design	ARCHITECT	See Exhibit A
§ 4.1.9	Architectural Interior Design (B252 TM –2007)	Not provided	
§ 4.1.10	Value Analysis (B204 TM –2007)	Not provided	
§ 4.1.11	Detailed cost estimating	ARCHITECT	See Exhibit A
§ 4.1.12	On-site Project Representation (B207 TM –2008) project representation	Not provided	
§ 4.1.13	Conformed construction documents	Not provided	
§ 4.1.14	As-Designed Record drawings	Not provided	
§ 4.1.15	As-Constructed Record drawings	ARCHITECT	See § 3.6.6.4 under basic services
§ 4.1.16	Post occupancy evaluation	Not provided	
§ 4.1.17	Facility Support Services (B210 TM –2007)	Not provided	
§ 4.1.18	Tenant-related services	Not provided	
§ 4.1.19	Coordination of Owner's consultants	OWNER	
§ 4.1.20	Telecommunications/data design	ARCHITECT	Coordinated in basic services as part of electrical engineering for Owner's contractor
§ 4.1.21	Security Evaluation and Planning (B206 TM –2007)	ARCHITECT	Coordinated in basic services as part of electrical engineering for Owner's contractor
§ 4.1.22	Commissioning (B211 TM –2007)	Not provided	
§ 4.1.23	Extensive environmentally responsible design	Not provided	
§ 4.1.24	LEED [®] Certification (B214 TM –2012)(B214 TM –2007)	Not provided	
§ 4.1.25	Fast-track design services	Not provided	
§ 4.1.26	Historic Preservation (B205 TM –2007)	Not provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253 TM –2007)	Not provided	Possible future additional services
§ 4.1.28	Other – Community Engagement	ARCHITECT	See Exhibit A
§ 4.1.29	Other – Board and Agency Review	ARCHITECT	See Exhibit A

PAGE 10

Additional services offered by the Architect are listed in Exhibit A and may be chosen by the Owner at a later date for their inclusion in the Project.

...

§ 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:

PAGE 11

- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the ~~Owner~~; Owner unless required pursuant to the Contract Documents;
- .7 Preparation for, and attendance at, a public presentation, meeting or ~~hearing~~; hearing not already covered under Basic Services.

...

- .9 ~~Evaluation~~ Extensive evaluation of the qualifications of ~~bidders or persons providing proposals~~; bidders;

...

- .11 Assistance to the Initial Decision Maker, if other than the ~~Architect~~; Architect or the Owner.

§ 4.3.2 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~~; 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:

...

- .6 ~~To~~ 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 ~~()~~

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ~~()~~ Up to thirty five (35) visits to the site by the Architect over the duration of the Project during construction
- .3 ~~()~~ inspections ~~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 ~~()~~ inspections ~~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 ~~()~~ fourteen (14) 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.

PAGE 12

~~§ 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.~~

§ 5.5 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~~ Project and approved by the Owner. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

PAGE 13

§ 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. ~~If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.~~

§ 6.4 ~~If the Bidding or Negotiation Phase 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.~~ market if necessary.

...

§ 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 or negotiated proposal,~~ bid, the Owner shall

PAGE 14

§ 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 ~~for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate 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 from such uses. ~~The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. 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.~~ 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 — CLAIMS AND DISPUTES

ARTICLE 8 DISPUTE RESOLUTION

~~§ 8.1.1~~ The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. 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.

~~§ 8.1.2~~ To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

~~§ 8.1.3~~ The Architect 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 of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION CLAIMS FOR LISTED DAMAGES

~~§ 8.2.1~~ Any claim, dispute or other matter 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 related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution 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).

~~§ 8.2.2~~ The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

~~§ 8.2.3~~ The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

~~§ 8.2.4~~ If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 8.3 ARBITRATION 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.

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 CONSOLIDATION OR JOINDER

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

§ 9.1 If the Owner fails to make payments to the Architect/A/E in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's/A/E's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the

~~Architect shall give seven days' written notice to the Owner before suspending services. 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 Architect 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, the Architect shall be paid all 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 Architect's services. The Architect's 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 Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. 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.~~

~~§ 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 Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect 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 Either party may terminate this Agreement upon not less than seven 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 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect 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 In the event of Payment for contract termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7. 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.~~

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

~~§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.~~

~~§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3, laws of the State of South Carolina.~~

PAGE 15

~~§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. 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. See § 11.35.4230 of the SC Code of Laws, 1976 as amended.~~

~~§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement. 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 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 Architect. 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 Unless otherwise required in this Agreement, the Architect 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. 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.~~

~~§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. 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 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors~~

~~whose contracts include similar restrictions on the use of confidential information. 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 in Article 13 or Article 14 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.

PAGE 16

~~(Insert amount of, or basis for, compensation.)~~

Lump sum of Four Hundred Nine Thousand Four Hundred Dollars (\$409,400.00)

...

~~(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)~~

Lump sum of Seventy-Seven Thousand Three Hundred Dollars (\$77,300.00)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: 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:

~~(Insert amount of, or basis for, compensation.)~~

Per the Attached Exhibit B Hourly Rates.

§ 11.4 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 _____ percent (_____ %), or as otherwise stated below: Where compensation for Basic Services is based on a lump sum, the compensation for each phase of services shall be as follows:

<u>Schematic Design Phase</u>	<u>\$61,410.00(15%)</u>
<u>Design Development Phase</u>	<u>\$102,350.00 (25%)</u>
<u>Construction Documents Phase</u>	<u>\$143,290.00 (35%)</u>
<u>Bidding & Negotiations Phase</u>	<u>\$20,470.00 (5%)</u>
<u>Construction Administration Phase</u>	<u>\$81,880.00 (20%)</u>
<u>Total Basic Compensation</u>	<u>\$409,400.00(100%)</u>

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows: 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.
- .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.

Schematic Design Phase	percent—(%)
Design-Development-Phase	percent—(%)
Construction Documents Phase	percent—(%)
Bidding or Negotiation Phase	percent—(%)
Construction Phase	percent—(%)
<hr/>		
Total Basic Compensation	one hundred percent—(100 %)

~~§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced. 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.~~

PAGE 17

~~(If applicable, attach an exhibit of hourly billing rates or insert them below.)
Per the attached Exhibit B Hourly Billing Rate for Additional Services only.~~

~~Employee or Category Rate~~

...

- ~~.1 Transportation and authorized out-of-town travel and subsistence; subsistence not to exceed current GSA rates;~~

...

- ~~.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or 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-taxes, excluding income taxes, levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses; and~~
- ~~.11 Other similar Project related expenditures.~~

~~§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (—%) of the expenses incurred. 10% (Ten percent) of the expenses incurred. Reimbursable Expenses shall not exceed Fifteen Thousand Two Hundred Dollars (\$15,200.00) without prior written approval of the Owner.~~

~~§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE~~

~~If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of~~

the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

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 11.1.4.

§ 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.

§ 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.

~~§ 11.10 PAYMENTS TO THE ARCHITECT~~

§ 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.

§ 11.10.1 An initial payment of ~~(\$)~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~()~~ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

—%

§ 12.1 Contract Schedule and Time Limitations:

See Section 1.2

§ 11.10.3 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 has been found liable for the amounts in a binding dispute resolution proceeding.

§ 12.2 List of Consultants by Discipline and Name of Person or Firm:

Attached Exhibit C

§ 11.10.4 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.

§ 12.3 List the key Project Team Members assigned to this Project by name, Discipline and Name of Person or Firm.

Attached Exhibit C

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 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 as necessary and 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 12.7 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 in accordance with clause 10.2.1.6 and approve in Subparagraph 11.3.3. 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 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.

PAGE 19

.2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

.3—Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

<u>Exhibit A:</u>	<u>Architect's proposal letter dated 29 JULY 2016.</u>	<u>4 pages.</u>
<u>Exhibit B:</u>	<u>2016 Schedule of Hourly Rates and Reimbursements.</u>	<u>6 page.</u>
<u>Exhibit C:</u>	<u>Project Directory.</u>	<u>2 page.</u>

PAGE 20

(Signature)

City of Charleston

John T. Tecklenburg, Mayor

(Signature)

Dinos Liollo, AIA – Managing Principal

...

PROJECT: CP1521 – Fire Station 11 at Savannah Highway



July 29, 2016

Mr. Curt Berg, RA
City of Charleston Department of Parks
Capital Projects Division
823 Meeting Street
Charleston, SC 29403

RE: CFD Fire Station #11
LAI Project # 16102

Dear Curt:

I trust this letter finds you well. We are delighted to have been selected for this important and exciting project and honored to be working with the City of Charleston and Charleston Fire Department in our community.

Based on our conversations this week, we are pleased to submit our design team's scope of professional services for this project. We recognize the importance of a clear delineation of these items; thus, we have endeavored to provide supporting information related to each item. Based on our discussions, we understand the following are the key components for Fire Station #11:

1. New fire station – 13,000sf likely two-story structure
 - a. Triple-wide, double-deep apparatus bay
 - b. Living quarters for 2 crews (10 people total in future) including commercial-grade kitchen
 - c. Flexible classroom training space for Battalion training and event command post
2. Site development of 1.93 acre site (3 parcels to be consolidated)
 - a. Anticipated relocation of SCE&G high pressure gas line (by others, not in contract)
 - b. Anticipated relocation of storm sewer (easement recording by others, not in contract)
 - c. Returning apparatus and staff entrance to site from Pebble Road, with emergency apparatus exit to Savannah Highway, and public entrance/parking likely from Savannah Highway
3. Anticipated construction start 3rd Quarter 2017 with occupancy by December 31, 2018
4. Anticipated budget for vertical and horizontal construction on site approximately \$4.6M, excluding utility relocations
5. Community engagement with DuWap community and adjacent neighborhood, as well as City of Charleston Planning Department as it relates to West Ashley Revitalization
6. Surveying, Wetlands Determination, and Geotechnical Analysis will be provided by the City

We are presenting the fees in two categories: Basic Services and Additional Services, as described below.

1. Basic Services:

Exhibit A

Basic services include architecture, civil engineering, structural engineering, and mechanical, electrical, and fire protection engineering. Infrastructure for IT/AV and security can be provided within the electrical engineering services, and we understand the City (and/or its vendors) will provide the design, equipment, and upfit for technology and security as a separate package. Recording of easements or plat revisions will be performed outside of this contract by others. Site development on adjacent parcels owned by City will be addressed if needed as a future amendment.

Milestones and deliverables include:

- Schematic Design, Design Development, and Construction Documents with Owner input and review at all milestones
- Bidding and Negotiation
- Contract Administration

Total Basic Services Fee: \$409,400

Basic Services Phase Breakdown:

For planning purposes, the division of basic services by phase is as follows:

<u>PHASE</u>	<u>% of fee</u>	<u>Fee</u>
Schematic Design	15%	\$ 61,410
Design Development	25%	\$102,350
Construction Documents	35%	\$143,290
Bidding & Negotiation	5%	\$ 20,470
Contract Administration	20%	\$ 81,880

2. Additional Services:

Additional services include those elements that are not part of Basic Services, as noted:

- Community Engagement
- Board and Agency Review
- Cost Estimating
- Landscape Architecture

Other potential additional services, such as renderings, traffic engineering, and FFE coordination will be addressed as needed by future amendment.

To clarify B101 Section 3.6.6.4 regarding record drawings, the A/E shall require the Contractor to provide to the Owner a set of reproducible Record Plans showing all significant changes in the Work made during construction.

Community Engagement:

This scope includes meeting with the community (City Council representatives, DuWap overlay district, and adjacent neighborhood) to engage and communicate through Capital Projects with these groups regarding issues of street presence, contextual architecture, and site access.

Milestones and deliverables include two community meetings to foster discussion regarding the Fire Station project.

Community Engagement Fee: \$ 12,500

Board and Agency Review:

Due to the project's location, an in-depth City review process is anticipated. This scope includes:

- City of Charleston Site Plan Review – Technical Review Committee (TRC)
- City of Charleston Design Review Committee, Staff, and Executive review – courtesy discussions to review progress of project, design, and critical issues.
- City of Charleston Design Review Board – required submittals for preliminary, conceptual, and final approvals.
- Progress reviews with CFD and Capital Projects prior to the above and at regular intervals as necessary
- One to two renderings will be required for this process and for community review, and will be addressed via future contract amendment.

Board and Agency Review Fee \$ 30,750

Cost Estimating:

Cost estimating services provided by an independent cost estimator to track the construction budget at project milestones.

- Develop itemized construction cost estimate for all relevant divisions of work and recommended Owner contingencies
- Estimates prepared with Schematic Design, Design Development, and Construction Documents (approximately 30%, 65%, and 95%)

Cost Estimating Fee: \$ 9,120

Landscape Architecture:

Landscape architecture includes plantings, buffers, irrigation, and development of site amenities within the project site. The intent is to be sustainable, with plants that are indigenous or well adapted to the locale and that require minimal maintenance, with materials and vegetation appropriate to meet CFD and City requirements. Services include Schematic Design through Contract Administration, including regulatory coordination. Site development on adjacent parcels owned by City will be addressed if needed as a future amendment.

Landscape Architecture Fee \$ 24,930

Total Additional Services Fee: \$ 77,300

4. Reimbursable Expenses

Reimbursable expenses will be invoiced in accordance with the conditions delineated in AIA Document B101, Agreement between Owner and Architect. For initial budgeting purposes, we offer the following for your consideration.

Estimated Reimbursable Expenses: \$ 15,200

The following items are anticipated to be paid directly by the City:

- Printing/reproduction for required submittals, presentations, and Owner review sets
- Submittal Exchange (est. \$4,795)

Grand Total Basic Services, Additional Services, and Reimbursable Expenses \$501,900

Please let me know if you have any questions concerning the information above. Thank you for your support and confidence, and we are so excited to begin work on this great project.

Sincerely,

LIOLLIO ARCHITECTURE

A handwritten signature in black ink that reads "Jennifer Charzewski". The signature is written in a cursive, flowing style.

Jennifer Charzewski, AIA, LEED AP
Project Manager

cc: C. Dinos Liollo, Lisa Gerth, File

EXHIBIT B

LIOLLIO ARCHITECTURE, INC.
STANDARD AGREEMENT FOR HOURLY RATES
ISSUED June 2016

Liollio Architecture provides architectural and planning services on a time and materials basis as follows:

1. For services provided by Liollio personnel, compensation shall be at the following hourly rates:

Principal	\$ 250
Project Manager	150
Architect/Designer	115
Designer / Intern	90
Administrative	120
Clerical	75

2. For services of Consultants including Civil, Structural, Mechanical, Plumbing and Electrical Engineering, and Surveying Services, a multiple of 1.10 times the amount billed to the Architect. Services by the Architect related to management and/or coordination will be delineated separately.
3. Digital Reproduction of Instruments of Service, (limited to CADD drawings only and not to be considered Contract Documents as defined by the General Conditions for the Contract for Construction) may be obtained for specific qualified purposes with appropriate authorization and subject to a Letter of Agreement stating Terms and Conditions for release (refer to form included in Preamble herein attached). The following billing rates will apply:

ELECTRONIC DRAWINGS:	50 SHEETS OR LESS / EACH	51-100 SHEETS EACH	101 OR MORE SHEETS/EACH
AutoCAD® Drawing	\$ 30.00	\$ 25.00	\$ 20.00
Adobe PDF	\$ 6.00	\$ 5.00	\$ 4.00

Autodesk® AutoCAD® drawings are represented in the "Drawing" file format. Additional charges for file format conversion may apply. Adobe® PDF files are not modifiable and may be viewed using Adobe Acrobat Reader®, available as a free download at www.Adobe.com.

4. For Reimbursable Expenses (i.e. reproduction, postage, fax, telephone, renderings, travel, meals, etc.), a multiple of 1.1 times the amount expended by Liollio. For limited quantities of reproduction the following billing rates will apply:

Color Prints or Photos	\$ 1.00 - \$ 2.00 per sheet
Letter or Legal Size Copies	\$ 0.20 - \$ 0.40 per sheet
CADD Plots	\$ 0.70 per Sq Ft

5. Minimum billable time for depositions and testimony is one half day.
6. Billing will occur monthly or at the completion of the work, whichever comes sooner, with payments due upon receipt.
7. After thirty (30) days from the date of invoice, payments due and unpaid shall bear a late charge of one and one half percent (1.5%) per month from the date of invoice.
8. This standard schedule is subject to change 6 months from date of issuance.

EXHIBIT B

FORSBERG ENGINEERING & SURVEYING, INC.
CURRENT HOURLY RATE SCHEDULE

JULY 2016

<u>NAME</u>	<u>TITLE</u>	<u>RATE</u>
Daniel C. Forsberg, PE, PLS --Expert Witness Testimony	Professional Engineer/Surveyor	\$175.00/hr. \$275.00/hr.
Gray M. Lewis, PE	Professional Engineer	\$150.00/hr.
William Weathers, PE, PLS	Professional Engineer/Surveyor	\$115.00/hr.
Gadsden T. Linton, PE	Professional Engineer	\$115.00/hr.
Lewis Moore, PLS	Professional Surveyor	\$105.00/hr.
Tim Maull, PLS	Professional Surveyor	\$ 98.00/hr.
Mike Johnson, PLS	Professional Surveyor	\$ 98.00/hr.
Jeff Cooper	Surveyor	\$ 93.00/hr.
Eric Sanderlin, EIT	Civil Engineer	\$ 73.00/hr.
Jessica Johnson, EIT	Civil Engineer	\$ 60.00/hr.
Will Smith	AutoCad Technician	\$ 73.00/hr.
Clerical		\$ 45.00/hr.
Field Crew	Survey Crew	\$125.00/hr.
Field Crew	GPS Crew (Survey Grade)	\$140.00/hr.
Field Crew	Survey Crew (Robotic Equipment)	\$140.00/hr.

Exhibit B

Compensation Schedule

Valid through December 31, 2016

GENERAL

Live Oak Consultants, LLC proposes that its compensation for professional and support services be based on this Schedule, and that this Schedule be incorporated by reference into any contract or purchase order that may result.

PROFESSIONAL SERVICES

<u>Position</u>	<u>Hourly Billing Rate*</u>
Administrative Assistant.....	\$50.00
Document Controller	\$52.00
Financial Assistant.....	\$54.00
Office Manager	\$54.00
Drafter	\$56.00
Designer/Senior Drafter	\$68.00
Engineering Associate I	\$83.00
Senior Designer	\$84.00
Engineering Associate II	\$90.00
Engineer/Engineering Associate III/Design Specialist	\$101.00
Senior Engineer	\$115.00
Staff Engineer/Project Manager	\$129.00
Director/Program Manager	\$140.00
Principal	\$150.00

* The Hourly Billing Rate includes salary, taxes, fringe benefits, general overhead, and profit.

REIMBURSABLE EXPENSES

1. Reproductions by outside vendors..... Cost plus 10 percent
2. Travel and related expenses..... Cost plus 10 percent
3. Mileage..... Prevailing IRS rate
4. Outside consultants..... Cost plus 10 percent
5. Telephone, express mail, postage, internal printing,
plotting, CAD and supplies at fixed rate..... \$3.00/labor hour

TERMS

Please refer to Live Oak Consultants' *Terms and Conditions for Professional Services* for terms of payment.

LIVE OAK CONSULTANTS, LLC

PO Box 60490
North Charleston, SC 29419



STRUCTURAL ENGINEERS

HOURLY RATE SCHEDULE

January 1, 2016

4SE, Inc. provides engineering services on a time and materials basis as follows:

- A. Principals and Employees of 4SE, Inc.:
- | | |
|--------------------------------|-------|
| Principals | \$150 |
| Registered Engineers | \$125 |
| Graduate Engineer..... | \$100 |
| CADD Technician | \$90 |
| Clerical/Word processing | \$50 |
- B. For services of consultants including but not limited to architectural, structural, civil, mechanical, electrical, and surveying, a multiple of 1.10 times the amount billed to 4SE, Inc.
- C. For reimbursable expenses such as postage, telecommunications, reproduction, photography, printing, travel, etc., a multiple of 1.10 times the actual invoice.
- D. Unless other arrangements are made, billing shall be upon completion of services or every thirty days.
- E. This rate schedule is subject to change.



Stantec Consulting Services Inc.
4969 Centre Pointe Drive, Suite 200
North Charleston SC 29418
Tel: (843) 740-7700
Fax: (843) 740-7707

EXHIBIT B

**CUSTOM
BILLING RATE SCHEDULE TABLE
2016**

BILLING RATES	
CLASSIFICATION	BILLING RATE (\$ Per Hour)
Professional	Rate
Senior Associate / Senior Project Manager / Professional Engineer	\$140
Project Manager / Landscape Architect/Registered Landscape Architect	\$130
Design Engineer	\$120
Landscape Designer	\$110
CAD Tech	\$90

- 1) Billing Rates indicated above are applicable to hourly services not included in the attached Scope of Services.
- 2) Note: Rates are subject to increase at the start of each new calendar year.

EXHIBIT B



1010 E. North St., Ste C-2
Greenville, SC 29601
(864) 232-9342 fax (864) 233-2573
www.AikenCost.com

August 1, 2016

Ms. Jennifer Charzewski, AIA, LEED AP
Liollio Architecture
147 Wapoo Creek Dr., Suite 400
Charleston, SC, 29412

Subject: Cost Estimating Services Hourly Rate for
Fire Station #11
Charleston, SC

Dear Ms. Charzewski,

Our average man hour rate for construction cost estimating services (all disciplines) is \$80/hr for 2016/2017.

Thank you again for this opportunity.

Sincerely,

Aiken Cost Consultants, Inc.

A handwritten signature in black ink, appearing to read 'Bradley H. Aiken'.

Bradley H. Aiken, CPE

EXHIBIT C

PROJECT DIRECTORY

PROJECT: FIRE STATION #11

PROJECT NO: 16102

Owner:

THE CITY OF CHARLESTON
DEPT OF PARKS, CAPITAL PROJECTS DIVISION
823 Meeting Street
Charleston, South Carolina 29403
Curt Berg, RA, Project Manager
bergc@charleston-sc.gov
843-579-7552 (T) | 843-412-3372 (C) | 843-724-3772 (F)

Architect:

LIOLLIO ARCHITECTURE, INC.
147 Wappoo Creek Drive
Suite 400
Charleston, South Carolina 29412
843-762-2222 Fax: 843-762-2300

Dinos Liollo, AIA x 224
dinos@liollo.com Cell: 843-437-3523

Jennifer Charzewski, AIA x 230
jenniferc@liollo.com Cell: 843-513-6855

Civil Engineer:

FORSBERG ENGINEERING & SURVEYING, INC.
1587 Savannah Hwy #B
Charleston, South Carolina 29407
843-571-2622 Fax: 843-571-6780

Danny Forsberg, PE
danny@forsberg-engineering.com

**Mechanical/Electrical/
Plumbing/Fire Protection
Engineer:**

LIVE OAK CONSULTANTS, LLC
PO Box 60490
North Charleston, South Carolina 29419
843-529-9428 Fax: 1-800-915-0341

Richard L. (Rick) Owens, PE Dir: 843-266-0047
rowens@liveoakconsultants.com Cell: 843-834-8188

Gerald R. (Jerry) Ulmer III, PE Dir: 843-266-8273
julmer@liveoakconsultants.com Cell: 843-709-8111

EXHIBIT C

PROJECT DIRECTORY

PROJECT: FIRE STATION #11

PROJECT NO: 16102

Structural Engineer:

4SE, INC.

7 Radcliffe Street

Suite 301

Charleston, South Carolina 29403

843-722-1992

Fax: 843-722-1211

Bill Ussery, PE

bussery@4seinc.com

Cell: 843-327-0062

Landscape Architecture:

STANTEC CONSULTING SERVICES, INC.

4969 Centre Pointe Drive

Suite 200

North Charleston, South Carolina 29418

843-740-7700

Fax: 843-740-7707

Jenny Horne, PLA, ASLA

Jenny.Horne@stantec.com

Dir: 843-740-6344

Cell: 843-513-8025

Cost Estimating:

AIKEN COST CONSULTANTS, INC.

1010 East North Street

Suite C2

Greenville, South Carolina 29601

864-232-9342

Fax: 864-233-2573

Brad Aiken, President

brad@aikencost.com

x 302

CPR COMMITTEE and/or COUNCIL AGENDA

17.)

TO: John J. Tecklenburg, Mayor
FROM: Bill Turner / Matt Frohlich DEPT. Parks – Capital Projects
SUBJECT: LOUIS WARING JR. WEST ASHLEY SENIOR CENTER CONSTRUCTION CONTRACT
REQUEST: Approval of a Construction Contract with Howell and Howell Contractors in the amount of \$7,638,940.00 for the construction of the Louis Waring, Jr. West Ashley Senior Center. Contractor indicates 23 % MWBE participation in the amount of \$1,100,704.00. 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~~ September 13, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>Ernest J. Cantwell</u>	<input type="checkbox"/>
Capital Project Director	<input type="checkbox"/>	<input type="checkbox"/>	<u>John J. Tecklenburg</u>	<input type="checkbox"/>
MBE Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Theresa M. Soren</u>	<input type="checkbox"/>

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

If yes, provide the following: Dept/Div Parks /Capital Projects Acct # 051398-58240
Balance in Account \$7,638,940.00 Amount needed for this item \$7,638,940.00
Project Number CP1336

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: Approval of this action will institute a \$9,499,109.00 project budget, of which the \$7,638,940.00 construction contract will be funded. The funding sources for this project are: 2012 General Fund Reserves (\$2,227,000.00), 2013 General Fund Reserves (\$2,000,000.00), 2014 General Fund Reserves (\$1,300,000.00), 2014 General Obligation Bond (\$3,300,000.00), Charleston County (\$422,109.00) and Capital Contribution from Roper St. Francis (\$250,000.00).

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 ON THE DAY OF THE CLERK'S AGENDA MEETING.

**Waring Senior Center
(051398)**

CP1336		Draft Project Budget	Expenses to Date	Encumbrance	Remaining Budget	NOTES
DESIGN / ENGINEERING						
Division/Object						
051398-58238	Design & Engineering Services	\$ 615,925.00				Liollo Architects
051398-58238	Fee Amendment #1 (café/kitchen)	\$ 5,400.00				
051398-58238	Fee Amendment #2 (updated cost est.)	\$ 2,112.00				
	Subtotal Design Contract	\$ 623,437.00	\$ 500,426.10	\$ 123,010.90	\$ -	
051398-58238	Pre-Design Services	\$ 19,670.00	\$ 18,820.00	\$ 850.00	\$ -	Coast Architects - P124969
051398-58238	Preliminary Wetlands Site Evaluation	\$ 1,500.00	\$ 1,120.08	\$ 379.92	\$ -	Newkirk Environmental - P126425
051398-58238	Comprehensive Wetlands Evaluation and ACE Coordination	\$ 2,050.00	\$ 1,879.88	\$ 170.12	\$ -	Newkirk Environmental-P130910
051398-58238	Soil Testing	\$ 5,140.00	\$ 5,140.00	\$ -	\$ -	S&ME-P135470
051398-58238	Design & Engineering Services	\$ 64,550.00	\$ 54,540.63	\$ 10,009.37	\$ -	Forsberg Eng
051398-58238	Surveying	\$ 28,950.00	\$ 27,450.00	\$ 1,500.00	\$ -	P131958 - Forsberg Eng (\$6,200 - Boundary & Wetlands) P133009 - Forsberg Eng (\$19,500 - Full site survey) P133012 - ECS Carolinas (\$3,250- Preliminary Geotech)
051398-58238	Wetlands Mitigation	\$ 27,000.00				
051398-58238	Geotechnical Soil Boring & Report	\$ 5,750.00	\$ 5,750.00	\$ -		ECS Carolinas - P136640
051398-58004	Permitting	\$ 10,500.00	\$ 9,302.71	\$ 1,197.29	\$ -	Newkirk Environmental - P133073
051398-58016	Printing	\$ 5,000.00	\$ 813.42	\$ 4,186.58	\$ -	PCard
051398-52000	Office Expenses	\$ 1,000.00	\$ 312.42	\$ 687.58	\$ -	PCard
051398-58236	Advertising	\$ 1,200.00	\$ 1,092.40	\$ 107.60	\$ -	The Chronicle-P127101
TOTAL D/E COSTS		\$ 795,747.00	\$ 626,647.64	\$ 18,238.46	\$ -	
CONSTRUCTION						
051398-58240	Construction	\$ 7,638,940.00	\$ -	\$ 7,638,940.00	\$ -	Howell and Howell Construction
051398-58240	Testing and Special Inspections	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -	
051398-58240	Data Connectivity	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	
051398-52100	Tap & Impact Fee	\$ 16,000.00	\$ 13,540.00	\$ 2,460.00	\$ -	CWS
051398-58005	FFE - Furniture	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -	
051398-58005	FFE - Exercise Equipment	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -	
TOTAL CONSTRUCTION COSTS		\$ 7,939,940.00	\$ 13,540.00	\$ 7,926,400.00	\$ -	
051398-59240	Contingency	\$ 763,422.00	\$ -	\$ -	\$ 763,422.00	
TOTAL PROJECT COSTS		\$ 9,499,109.00	\$ 640,187.64	\$ 7,944,638.46	\$ 763,422.00	
FUNDING SOURCES						
<u>YEAR</u>	<u>SOURCE</u>	<u>AMOUNT</u>	<u>REVENUES TO</u>			<u>NOTES</u>
			<u>DATE</u>			
2012	General Fund Reserves	\$ 2,227,000.00	\$ -			
2013	General Fund Reserves	\$ 2,000,000.00	\$ -			
2014	General Fund Reserves	\$ 1,300,000.00	\$ -			
2014	GO Bond	\$ 3,300,000.00	\$ 364,171.94			
2014	Capital Contribution from Roper/St. Francis	\$ 250,000.00				
2016	Charleston County	\$ 422,109.00	\$ 422,109.00			
TOTAL FUNDING		\$ 9,499,109.00	\$ 786,280.94			
PROJECT SUMMARY						
TOTAL PROJECT FUNDING		\$ 9,499,109.00	\$ 786,280.94			
TOTAL PROJECT COST		\$ 9,499,109.00	\$ 640,187.64			
PROJECT BALANCE		\$ -	\$ 146,093.30			



"The Personal Touch"

Howell & Howell Contractors, Inc.

P. O. Box 36097 • Louisville, Kentucky 40233-6097

2603 Grassland Drive
Louisville, KY 40299-2523
hnh@howellandhowellinc.com

Telephone (502) 491-7985
Toll Free (888) 491-4434
Fax (502) 491-1212

MWBE contact Log for West Ashley Senior Center

- | | |
|--|--|
| 1. B & B Concrete of Walterboro, Inc.
Calvin Brown, Sr
429 Walterboro, SC, 29417 | 843-782-3066 No Response
MBE |
| 2. Bright Construction, LLC.
Dion Bright
P.O. Box 30145
Charleston, SC 29417 | 843-514-3579 Not Bidding
MBE |
| 3. Grants Concrete
Shaun Grant
130 Pintail Court
Walterboro, SC 29488 | 843-599-2689 Not Bidding
MBE |
| 4. Johnson Concrete
Kenny Johnson
3082 Old Hwy 52
Moncks Corner, SC 29461 | 843-764-0924 No longer doing large projects
MBE |
| 5. Quality Masonry, LLC
Charles Williams
233 West end Drive
Monks Corner, SC | 843-345-2622 Will bid Foundation and Slab
MBE |



- | | | |
|----------------|--|---|
| 6. | Able Hands Land Development, LLC.
Marion Young
1054 Beehive Road
Awendaw, SC 29429 | 843-425-1596 Not Bidding
MBE |
| 7. | Green Thumb Lawn & Trucking
Craig Holmes
P.O. Box 21824
N. Charleston. SC 29416 | 843-402-5804 Not Bidding
MBE |
| 8. | JW Painting Company, LLC.
Johnny Whirl
2112 Commander Road
Charleston, SC. 29405 | 843-566-9705 Not Bidding. He said if we get
Project and need him he would try to help us out.
MBE |
| 9. | Precision Walls
Chris Wichman
7317 Peppermill Pky
N. Charleston, SC 29418 | 843-793-6020 Will Bid
MWBE |
| 10. | Gira Steel
Diane Mitchell
841 Williams Street
West Columbia, SC 29169 | 803-796-9495 Will Bid, Cannot provide bond
H & H to provide help with bonding
MWBE |
| 11. | Corner Stone
Terry Silvers
3235 Jot Em Down Road
Danielsville, Ga 30633 | 706-206-1449 Will Bid
WBE City can't verify WBE certification |
| 12. | Thomas & Little
Jim Catoe
4700 Pine Lake Drive
Myrtle Beach, SC 29577 | 843-251-9848 Will Bid
WBE |
| 13 | A O A Signs, Inc. John Herring
206 E Hemlock Street
Yadkinville, NC 27055 | 336-679-3344 Will Bid
WBE City can't verify WBE certification |

14. Custom Logic 910-459-4308 Will Bid
John H Weaver DBE/MBE/WBE/SBE
101B Middle Street
Jacksonville, NC 28456
15. Culinary Depot 803-636-2600 Will Bid
Jermmanee Lambert MWBE
3025 B McNaughton Drive
Columbia, SC 29223
16. Landscape Pavers 843-766-2363 Not Bidding
Joyce Schirmer WBE
1106 Maple Crest Drive
Charleston, SC
17. Tripp Construction, LLC 843-312-2204 Not Bidding
Sara McCants WBE
324 Pineland Ln
Moncks Corner, SC.
18. Palmetto Civil Group, LLC 843-724-9860 Will Bid
Joseph Jefferson MBE
2850 Ashley Phosphate
North Charleston, SC 29418
19. Southern Lumber and Millwork 843-744-6281 Will Bid
Zack Taylor WBE
P.O.Box 20039
Charleston, SC 29413
20. Herndon Inc. 843-821-5301 Will Bid
DJ Jennings WBE
Lug Off , SC
21. Water Proofing Specialties 919-348-4110 Not Bidding
Charleston, SC 29403 Hubzone

AFFIDAVIT B

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

Affidavit of Howell And Howell Contractors, INC. I hereby certify that on the
(Name of Bidder)
West Ashley Senior Center Total Project Amount \$ 7,213,719.00
(Project Name)

I will make a good faith effort to expend a minimum of 23% % 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
Precision Walls 843-793-6020	MWBE	metal studs Drywall Fiberglass Panels	\$ 336,145.00
Thomas & Little 910-484-1128	Hub Zone WBE	Kitchen Equipment ALT # 5	\$ 60,769.00
Cornerstone Painting 706-200-1449	WBE	Interior & Exterior Painting	\$ 57,880.00
AAA Signs 336-679-3344	WBE	Signage	\$ 22,000.00
Gira Steel 803-796-9495 Diane Mitchell	MWBE	Steel & Decking	\$ 623,910.00
		see page # 2	\$

COULD NOT VERIFY WB CERT.

Total MBE Participation: 23% \$ ~~1,739,704.00~~
1,665,735.00 VERIFIED

* 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 7-21-16 Name of Authorized Officer (Print/Type) J.T. SKALGS

Signature [Signature]

Title Project Manager

Notary Public for the State of SC

Notary Seal:

Sworn to before me this 21st day of July, 2016
My Commission Expires 1-2-18
Print Name: Kathleen A Brunson
Phone Number: 843-270-1854
Address: 1044 Yeomans Hall Rd.
Nana Yon, SC 29410

Kathleen A Brunson



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 2016.
(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)

Howell and Howell Contractors, Inc.
2603 Grassland Drive
Louisville, KY 40299
Telephone Number: 843-554-0222

for the following Project:
(Name, location and detailed description)

CP1336C: Louis Waring, Jr. West Ashley Senior Center

Construction of a new 16,000 square foot senior center on the West Ashley campus of Roper St. Frances Hospital and related site work, including a parking lot, site lighting, landscaping, irrigation, etc.

The Architect:
(Name, legal status, address and other information)

Liollio Architecture
147 Wappoo Creek Drive, Suite 400
Charleston, SC 29412
Telephone Number: 843-762-2222

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.

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 Five Hundred (500) calendar days from the date of commencement,*

(Paragraphs deleted)

subject to adjustments of this Contract Time as provided in the Contract Documents.

(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 Three Hundred Fifty Dollars (\$350.00) per day.

Init.

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 Seven Million, Six Hundred Thirty-Eight Thousand, Nine Hundred and Forty Dollars.(\$7,638,940.00), 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.)

Alternate #1: Additional retention pond.....	\$44,055.00
Alternate #2: Two picketball courts.....	\$84,000.00
Alternate #3: Pedestrian bridge across wetland.....	\$23,000.00
Alternate #4: Additional parking lot.....	\$111,030.00
Alternate #5: Kitchen equipment.....	\$72,922.00
Alternate #6: Golf cart and storage shed.....	\$72,250.00
Alternate #8: Alternate SCE&G electrical supply conduit....	\$17,964.00

§ 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
1. Low voltage landscape lighting	\$15,000.00
2. Landscape irrigation	\$15,000.00
3. Building signage	\$12,000.00

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.

§ 5.1.2 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.

(Paragraphs deleted)

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1

(Paragraphs deleted)

The Contract may be terminated by the Owner or the Contractor as provided in Article I4 of AIA Document A201-2007 General Conditions of the Contract for Construction, as amended.

Init.

§ 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.

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)

Bill Turner
City of Charleston
Department of Parks
Capital Projects Division
823 Meeting Street, 2nd Floor
Charleston, SC 29403
Telephone Number: 843-720-3910

§ 7.4 The Contractor's representative:

(Name, address and other information)

J.T. Skaggs
Howell and Howell Contractors, Inc.
2603 Grassland Drive
Louisville, KY 40299
Telephone Number: 843-554-0222

§ 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.

Init.

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User Notes:

(1244623667)

§ 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 June 13, 2016, 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 June 13, 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	07/08/16	27
2	07/15/16	27
3	07/18/16	4

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 June 13, 2016
- Construction Bid Documents dated June 13, 2016
- Bid Form, including MWBE Compliance Provisions and Affidavits, submitted by Howell and Howell Contractors, Inc, July 21, 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)

City of Charleston
John J. Tecklenburg, Mayor

(Printed name and title)



CONTRACTOR (Signature)

Howell and Howell Contractors, Inc.
J.T. Skaggs, Project Manager

(Printed name and title)

Project Name: CP1336C: Louis Waring, Jr. West Ashley Senior Center
(Paragraphs deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

Init.

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User Notes:

(1244623667)



Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

CP1336: Louis Waring, Jr. West Ashley Senior Center

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)

Liollio Architecture

147 Wappoo Creek Drive, Suite 400

Charleston, SC 29412

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

(Paragraphs deleted)

14 TERMINATION OR SUSPENSION OF THE CONTRACT

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.

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User Notes:

(859333712)

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.

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§ 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.

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§ 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 it 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.

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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.

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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

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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

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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 Contractor 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

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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;

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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 Architect.

Init.

§ 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.

§ 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.

Init.

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§ 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

Init.

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.

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§ 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.

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 Architect, 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.

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§ 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.

§ 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

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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

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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.

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§ 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."

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§ 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

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§ 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

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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.

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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.

§ 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

Init.

- .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.

§ 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.

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§ 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.

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§ 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

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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.

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§ 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

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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
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OR

(b) Bodily Injury & Property Damage (each)	\$ 750,000
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(3) WORKER'S COMPENSATION:

(a) State

(b) Employers Liability

Statutory

\$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

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- 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.

§ 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.

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§ 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.

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§ 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.

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§ 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.

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§ 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,

Init.

- .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.

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Project Name: CP1336: Louis Waring, Jr. West Ashley Senior Center
Contractor: Howell and Howell Contractors, Inc.

(Paragraphs deleted)

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User Notes:

(859333712)

**City of Charleston
Bid Form**

BID SUBMITTED BY: Name: Howell And Howell Contractors, INC
Address: 2603 BRASSLAND DRIVE, LOUISVILLE, KY 40299

FOR PROJECT: CP-1336 - West Ashley Senior Center
(Number) (Name)

OFFER

1. In response to the *Invitation for Construction Bids*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City of Charleston ("Owner") in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. Bidder has submitted Bid Security as follows in the amount and form requested by the Bidding Documents:
 Bid Bond with Power of Attorney Cashier's Check
(Bidder check one)
3. Bidder, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related information and data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.
4. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:
ADDENDUM No.(s) #1 #2 #3
5. Bidder acknowledges that neither the Owner nor any of its employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project cancelled for any reason prior to the issuance of the Notice to Proceed.
6. By submitting this Bid, Bidder hereby agrees to all of the terms and conditions of the *Invitation for Construction Bids* and to all of the terms and conditions of the *Instructions to Bidders*. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner. Bidder understands that Bid Alternates that are not accepted in an initial award shall remain open for acceptance for the entire period set above and for such longer period as requested by Owner and agreed to by Bidder.
7. Bidder herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the construction work in accordance with the Bidding Documents:

7.1 BASE BID: \$ 7,213,719.00

Written: Seven Million two hundred thirteen thousand Seven hundred Nineteen
dollars $\frac{00}{100}$

7.2 ALTERNATE BID WORK (as indicated in the Bidding Documents and generally described as follows):
(Bidder shall STRIKE THROUGH "ADD" or "DEDUCT" so as to clearly indicate the price adjustment offered for each alternate)

ALTERNATE NO. 1: Retention Pond No. 4

~~ADD~~ DEDUCT \$ 44,055.00
(to or from BASE BID)

Alternate Description: Provide the complete Retention Pond No. 4 as shown on the Drawings and as described in the Specifications, to include all grading, piping, landscaping, etc. to complete the Work.

ALTERNATE NO. 2: Pickle Ball Courts

~~ADD~~ DEDUCT \$ 84,000.00
(to or from BASE BID)

Alternate Description: Provide the complete installation of four pickle ball courts as shown on the Drawings and as described in the Specifications. The requirements for installation are the same as typical outdoor tennis court construction and are identified in the Drawings and Specifications to include grading, paving and fencing as shown. Clearing for this area shall remain as part of the Base Bid.

ALTERNATE NO. 3: Pedestrian Bridge

~~ADD~~ DEDUCT \$ 23,000.00
(to or from BASE BID)

Alternate Description: Provide the complete installation of the pedestrian bridge as shown on the Drawings and as described in the Specifications. This alternate includes all elements associated with the pedestrian bridge and associated walkways, as shown.

ALTERNATE NO. 4: Additional Parking

~~ADD~~ DEDUCT \$ 111,030.00
(to or from BASE BID)

Alternate Description: Provide the complete additional parking area as shown on the Drawings and as described in the Specifications, to include grading, paving, striping, landscaping and site lighting as shown. Clearing and entry driveway for this area of parking shall remain as part of the Base Bid.

ALTERNATE NO. 5: Kitchen Equipment

~~ADD~~ DEDUCT \$ 72,922.00
(to or from BASE BID)

Alternate Description: Provide the complete furnishing, installation, and testing of commercial kitchen equipment as shown on the Drawings and as described in the Specifications. All built-in millwork in the

Kitchen/Cafe Area shall remain as part of the Base Bid.

ALTERNATE
NO. 6:

Golf Cart and Storage Shed

~~ADD~~ DEDUCT \$ 72,250.00
(to or from BASE BID)

Alternate Description: Provide the complete construction of the Golf Cart and Storage Shed as described on drawing Sheet A160. This alternate includes all elements associated with the Golf Cart and Storage Shed identified by all architecture and engineering disciplines.

ALTERNATE
NO. 7:

Rubber Flooring at Fitness 138

~~ADD~~ DEDUCT \$ 23,840.00
(to or from BASE BID)

Alternate Description: Install Rubber Flooring RF-2 as described on drawing Sheet A002 in lieu of LVT-1 in Fitness 138. Align plan west edge of RF-2 with corridor side face of Fitness bench wall (east wall of corridor) and face of Reception 131 east wall (see dashed line on Floor Finish Plan Sheet A120); corridor between Fitness bench wall and Exercise Rooms 1 and 2 shall remain LVT-1).

ALTERNATE
NO. 8:

Alternate SCE&G Electrical Supply

~~ADD~~ DEDUCT \$ 17,964.00
(to or from BASE BID)

Alternate Description: Provide and install 1300 LF of new 3 inch diameter schedule 40 PVC electrical conduit for alternate SCE&G electrical supply from service riser along access road and along new Henry Tecklenburg Drive Extension to Property Line; see enclosed SCEG Trenching Detail T-2.

7.3 UNIT PRICE WORK

Bidder offers for the Owner's consideration and use the following UNIT PRICES. The UNIT PRICES offered by Bidder indicate the amount to be added to or deducted from the Base Bid for each item-unit combination. UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with Bidder.

NO.	ITEM	ESTIMATED QUANTITY	UNIT PRICE
1	Mucking of Unsuitable Material Excavation and Fill in Place	Cu. Yd.	41.00
2	Additional Concrete Pavement	Sq. Ft.	8.00
3	Additional Asphalt Pavement	Sq. Yd.	50.00
4	Additional Pipe Bedding Material	Cu. Yd.	35.00
5	Additional Flowable Fill Material	Cu. Yd.	160.00
6	Additional Excavation and Trenching	Cu. Yd.	21.00
7	Hydro Seeding	Sq. Yd.	1.20
8	Topsoil	Cu. Yd.	42.00
9	Site Utilities Conduit	Lin. Ft.	14.00

8. BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: 61-1125411
 OR
 SOCIAL SECURITY NUMBER: _____

9. CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

BDS (Classification) _____ (Subclassification) unlimited (Limitations)
696454
 (SC Contractor's License Number)

SIGNATURE

J.T. SKAGGS
 (Legal Name of Person, Firm or Corporation Submitting Bid)

BY [Signature] (Signature) 7-20-16 (Date)

Project Manager (Title) 843-296-2298 (Phone)

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

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston SC, 29401, (843) 973-7247.

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

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

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

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

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

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

AND

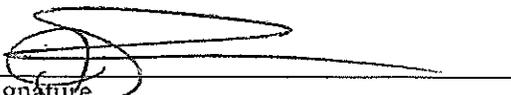
Affidavit B - Work to be Performed by Minority and/or Women-owned Firms

OR

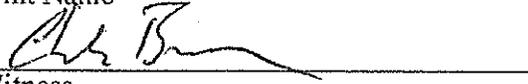
Affidavit C - Intent to Perform Contract with Own Workforce, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

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

Name of Company: Howell AND Howell Contractors, INC


Signature

J.T. SKAGGS
Print Name


Witness

7-21-16
Date

Project Manager
Title

AFFIDAVIT A

Page 1 of 2

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

Affidavit of Howell And Howell Contractors, INC.

(Name of Bidder)

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

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

- 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. *Complete Affidavit A, Page 2.*
- 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- 5. Attended any pre-solicitation meetings scheduled by the City.
- 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. *(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)*
- 8. Provided 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.

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

Date: _____

Name of Authorized Officer (Print/Type):

J. T. SKALBS

Signature: _____

Title: Project Manager

AFFIDAVIT A

Page 2 of 2

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

(Use as many sheets as necessary)

I, J. T. SKAGGS, 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 <u>Water Proofing Specialties, Inc</u>	Minority Firm Address <u>Charleston SC Office</u>
Minority Firm Telephone Number <u>919-348-4110 EXT 2</u> Minority Firm Fax Number <u>E-mail: sfdmnn@wsj-inc.com</u> DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input checked="" type="checkbox"/> (Other) <i>Not Bidding</i> <input type="checkbox"/> Follow up Verification <i>Hub Zone SWC</i>
2. Minority Firm Name and Contact <u>Crystal Outfitter</u> <u>Red Electric Design, LLC</u>	Minority Firm Address <u>1106 Maple Crest Drive, Monks Corner 29461</u>
Minority Firm Telephone Number <u>843-761-5115</u> Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input checked="" type="checkbox"/> (Women) <i>Not Bidding</i> <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
3. Minority Firm Name and Contact <u>Joyce Schirmer</u> <u>LANDSCAPE PAVERS</u>	Minority Firm Address <u>Charleston SC</u>
Minority Firm Telephone Number <u>843-766-2363</u> Minority Firm Fax Number <u>843-766-2226</u> DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input checked="" type="checkbox"/> (Women) <i>Not Bidding</i> <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
4. Minority Firm Name and Contact <u>SARA McCANTS</u> <u>Tripp Construction, LLC</u>	Minority Firm Address <u>324 Piveland LN Monks Corner, SC</u>
Minority Firm Telephone Number <u>843-312-2204</u> Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input checked="" type="checkbox"/> (Women) <i>Not Bidding</i> <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification

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

Date: 7-21-16 Name of Authorized Officer (Print/Type): J. T. SKAGGS

Sworn to before me this 21st day of July, 2016

Notary Public for the State of SC

My Commission Expires: 1-2-18

Print Name: Kathleen A. Anderson

Phone Number: 843-270-1854

Address: 1044 Yeomans Hall Rd

Harahan, SC 29410

4/28/2011

Signature: [Signature]

Title: Project Manager

Notary Seal:

Kathleen A. Anderson

AFFIDAVIT A

Page 2 of 2

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

(Use as many sheets as necessary)

I, J.T. SKABBS, 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 <u>Chris Wichmann</u> <u>Precision Walls</u>	Minority Firm Address <u>7317 Peppermill Pkwy N Charleston</u>
Minority Firm Telephone Number <u>843-793-6020</u> Minority Firm Fax Number <u>843-571-2090</u> DBE Certification Number _____	Minority Group Type <input checked="" type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <i>used Bid</i> <input type="checkbox"/> Follow up Verification <u>MWBE</u>
2. Minority Firm Name and Contact <u>DiAnne Mitchell</u> <u>GIRA Steel</u>	Minority Firm Address <u>W Columbia SC</u>
Minority Firm Telephone Number <u>803-796-9495</u> Minority Firm Fax Number <u>803-796-9496</u> DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input checked="" type="checkbox"/> (Women) <i>Not Low</i> <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input checked="" type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <i>using</i> <input type="checkbox"/> Follow up Verification <u>MWBE</u>
3. Minority Firm Name and Contact <u>Terry Silvers</u> <u>Corner Stone Painting</u>	Minority Firm Address <u>Danielsville GA</u>
Minority Firm Telephone Number <u>706-336-8343</u> Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input checked="" type="checkbox"/> (Women) <i>used</i> <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification <u>WBE</u>
4. Minority Firm Name and Contact <u>Jim Catoe</u> <u>Thomas & Little</u>	Minority Firm Address <u>4700 Pine Lake Drive Myrtle Beach</u>
Minority Firm Telephone Number <u>910-484-1128</u> Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input checked="" type="checkbox"/> (Women) <i>used</i> <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification <u>WBE</u>

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

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

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

Signature: _____

Notary Public for the State of _____

My Commission Expires: _____

Title: _____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

AFFIDAVIT B

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

Affidavit of Howell and Howell Contractors, INC. I hereby certify that on the
(Name of Bidder)
West Ashley Senior Center, Total Project Amount \$ 7,213,719.00
(Project Name)

I will make a good faith effort to expend a minimum of 15.2 % 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
Precision Walls 843-793-6020	MWBE	metal studs Drywall Fiberglass Panels	\$ 336,145.00
Thomas & Little 910-484-1128	AUBZONE WBE	Kitchen Equipment <small>ALT #5</small>	\$ 160,769.00
CORNERSTONE Painting 706-206-1449	WBE	Interior & Exterior Painting	\$ 57,880.00
AOA Signs 336-679-3344	WBE	SIGNAGE	\$ 22,000.00
Gina Steel 803-796-9495	WMBE	Steel & Decking	\$ 623,910.00
Diane Mitchell			\$
			\$

Total MBE Participation: 15.2 % \$ 1,100,704.00

* 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: 7-21-16 Name of Authorized Officer (Print/Type): J.T. SKAGGS

Signature: [Signature]

Title: Project Manager

Notary Public for the State of SC

Notary Seal:

Kathleen A. Brunson

Sworn to before me this 21st day of July, 2016
 My Commission Expires: 1-2-18
 Print Name: Kathleen A Brunson
 Phone Number: 843-270-1854
 Address: 1044 Yeomans Hall Rd.
Hanahan, SC 29410

INVITATION FOR CONSTRUCTION BIDS

HOWELL AND HOWELL CONTRACTORS, INC. WILL BE RECEIVING BIDS FROM SUBCONTRACTORS AND SUPPLIERS ON BELOW PROJECT. HOWELL AND HOWELL CONTRACTORS, INC. IS AN EQUAL OPPORTUNITY EMPLOYER. WE ARE ACTIVELY SEEKING MINORITY BUSINESS SUPPLIERS / SUBCONTRACTORS (MBE & WBE/SBE & SDVOSB AND HUBZONE) TO PARTICIPATE WITH US ON ALL OUR CONSTRUCTION PROJECTS.

PROJECT: West Ashley Senior Center / Estimate \$6.4 to \$7.3 million

OWNER: City of Charleston Department of Parks

ARCHITECT: Liollo, 147 Wappoo Creek Drive Suite 400, Charleston, SC 29412
843-762-2222

SCOPE OF WORK: The scope of work includes but is not limited to the construction of a new 16,000 square foot social and activity center on an undeveloped parcel of the West Ashley campus of Roper St. Francis Hospital. The building is a single story steel framed structure with wood siding and standing seam roof. Includes clearing of the wooded site, a roadway extension to Henry Tecklenburg Drive, a sewer pump station and a forced main, Parking and all related work. HVAC, Plumbing, Electrical, & interior finishes.

BID DATE: July 20th @ 2:00pm Please Submit Pricing on 19th to allow time to Prepare Bid.
Please, prepare bids per bid form, Base bid and 7 Alternates and Unit price work

Estimators: J.T. SKAGGS / CHARLES BRUNSON
E-Mail: bids@howellandhowellinc.com
PHONE: 843-554-0222 J.T S Mobile – 843-296-2298
FAX: 843-554-0223

Bid Documents: Plans are available on line at A & E Digital Printing (anedigital.com)
Plans can be reviewed at the office of Howell and Howell, @ 3690 Old Charleston Hwy, Johns Island, SC 29455
Call ahead for appointment (843)296-2298

PLEASE INDICATE YOUR COMPANIES INTENTION AND FAX BACK 843-554-0223 OR E-MAIL
bids@howellandhowellinc.com

	Check if Applies
COMPANY NAME: _____	MBE _____
CONTACT: _____	WBE _____
E-MAIL: _____	

WILL BID: _____ **WILL NOT BID:** _____

EXHIBIT B

PROJECT SPECIFICATIONS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

INVITATION TO BID
DRAFT AIA DOCUMENT A101
AIA A201 – GENERAL CONDITIONS
CITY OF CHARLESTON – INSTRUCTIONS TO BIDDERS
CITY OF CHARLESTON – BID FORM
MBE COMPLIANCE PROVISIONS
MBE GOOD FAITH EFFORT PROGRAM
CITY OF CHARLESTON – BID BOND
CITY OF CHARLESTON – CERTIFICATE OF GRANTEE
CITY OF CHARLESTON – PERFORMANCE BOND
CITY OF CHARLESTON – PAYMENT BOND
CITY OF CHARLESTON – CERTIFICATION OF SUBSTANTIAL COMPLETION
CITY OF CHARLESTON – CONTRACTOR'S REQUEST FOR CERTIFICATION OF SUBSTANTIAL
COMPLETION
CITY OF CHARLESTON – SUBSTANTIAL COMPLETION AGREEMENT
CITY OF CHARLESTON – CERTIFICATE OF FINAL COMPLETION

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 011000 - SUMMARY
SECTION 012100 - ALLOWANCES
SECTION 012200 - UNIT PRICES
SECTION 012300 - ALTERNATES
SECTION 012500 - SUBSTITUTION PROCEDURES
SECTION 012600 - CONTRACT MODIFICATION PROCEDURES
SECTION 012900 - PAYMENT PROCEDURES
SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION
SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION
SECTION 013300 - SUBMITTAL PROCEDURES
SECTION 014000 - QUALITY REQUIREMENTS
SECTION 014200 – REFERENCES
SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS
SECTION 015713 – TEMPORARY EROSION CONTROL
SECTION 016000 - PRODUCT REQUIREMENTS
SECTION 017123 – CONSTRUCTION STAKEOUT AND FIELD ENGINEERING
SECTION 017300 - EXECUTION
SECTION 017700 - CLOSEOUT PROCEDURES
SECTION 017823 - OPERATION AND MAINTENANCE DATA
SECTION 017839 - PROJECT RECORD DOCUMENTS
SECTION 017900 - DEMONSTRATION AND TRAINING

DIVISION 02 - EXISTING CONDITIONS

SECTION 024113 – SELECTIVE SITE DEMOLITION

DIVISION 03 - CONCRETE

SECTION 033000 – CAST-IN-PLACE CONCRETE

DIVISION 04 - MASONRY

NOT APPLICABLE

DIVISION 05 - METALS

SECTION 051200 – STRUCTURAL STEEL
SECTION 053100 – STEEL DECK
SECTION 054000 – COLD FORMED METAL FRAMING
SECTION 055000 - METAL FABRICATIONS

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

SECTION 061000 - ROUGH CARPENTRY
SECTION 061516 - WOOD ROOF DECKING
SECTION 061600 - SHEATHING
SECTION 062013 - EXTERIOR FINISH CARPENTRY
SECTION 064013 - EXTERIOR ARCHITECTURAL WOODWORK
SECTION 064023 - INTERIOR ARCHITECTURAL WOODWORK

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

SECTION 072100 - THERMAL INSULATION
SECTION 072129 - SPRAY-APPLIED INSULATION
SECTION 074113 - STANDING-SEAM METAL ROOF PANELS
SECTION 074243 - FIBER CEMENT WALL PANELS
SECTION 075419 - POLYVINYL-CHLORIDE (PVC) ROOFING
SECTION 076200 - SHEET METAL FLASHING AND TRIM
SECTION 077100 - ROOF SPECIALTIES
SECTION 077200 - ROOF ACCESSORIES
SECTION 079200 - JOINT SEALANTS
SECTION 079500 – EXPANSION CONTROL

DIVISION 08 - OPENINGS

SECTION 081113 - HOLLOW METAL DOORS AND FRAMES
SECTION 081416 - FLUSH WOOD DOORS
SECTION 083113 - ACCESS DOORS AND FRAMES
SECTION 083800 - TRAFFIC DOORS
SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
SECTION 084114 - FRAMELESS GLASS SYSTEMS
SECTION 087100 - DOOR HARDWARE
SECTION 087120 - SPECIAL DOOR HARDWARE
SECTION 088000 - GLAZING

DIVISION 09 - FINISHES

SECTION 092216 - NON-STRUCTURAL METAL FRAMING
SECTION 092900 - GYPSUM BOARD
SECTION 093000 - TILING
SECTION 095123 - ACOUSTICAL CEILINGS
SECTION 096513 - RESILIENT BASE AND ACCESSORIES
SECTION 096519 - RESILIENT TILE FLOORING

SECTION 096566 - RESILIENT ATHLETIC FLOORING
SECTION 096813 - TILE CARPETING
SECTION 097700 - FIBERGLASS REINFORCED PLASTIC PANELS
SECTION 098436 - SOUND-ABSORBING CEILING UNITS
SECTION 099113 - EXTERIOR PAINTING
SECTION 099123 - INTERIOR PAINTING
SECTION 099300 - STAINING AND TRANSPARENT FINISHING
SECTION 099600 - HIGH-PERFORMANCE COATINGS

DIVISION 10 - SPECIALTIES

SECTION 101400 - SIGNAGE
SECTION 102113 - TOILET COMPARTMENTS
SECTION 102123 - CUBICLE CURTAINS AND TRACK
SECTION 102238 - OPERABLE PANEL PARTITIONS
SECTION 102600 - WALL PROTECTION
SECTION 102800 - TOILET, BATH, AND LAUNDRY ACCESSORIES
SECTION 103100 - MANUFACTURED FIREPLACES
SECTION 104413 - FIRE EXTINGUISHER CABINETS
SECTION 104416 - FIRE EXTINGUISHERS
SECTION 105123 - PLASTIC-LAMINATE-CLAD LOCKERS
SECTION 107500 - FLAGPOLES

DIVISION 11 - EQUIPMENT

SECTION 114000 - FOOD SERVICE EQUIPMENT (ALTERNATE NO. 5)
SECTION 115213 - PROJECTION SCREENS
SECTION 116823 - PLAYING COURT EQUIPMENT

DIVISION 12 - FURNISHINGS

SECTION 129300 - SITE FURNISHINGS

DIVISION 13 - SPECIAL CONSTRUCTION

NOT APPLICABLE

DIVISION 14 - CONVEYING EQUIPMENT

NOT APPLICABLE

DIVISION 21 - FIRE SUPPRESSION

SECTION 211313 – WET-PIPE SPRINKLER SYSTEMS
SECTION 211316 – DRY-PIPE SPRINKLER SYSTEMS

DIVISION 22 - PLUMBING

SECTION 220000 – BASIC PLUMBING MATERIALS AND METHODS
SECTION 220510 – PLUMBING COORDINATION
SECTION 220511 – COMMON WORK RESULTS FOR PLUMBING
SECTION 220523 – GENERAL-DUTY VALVES FOR PLUMBING PIPING
SECTION 220529 – HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT
SECTION 220548 – VIBRATION AND SEISMIC CONTROLS FOR PLUMBING PIPING AND EQUIPMENT
SECTION 220553 – IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT
SECTION 220719 – PLUMBING PIPING INSULATION
SECTION 221116 – DOMESTIC WATER PIPING

SECTION 221123 – DOMESTIC WATER PUMPS
SECTION 221316 – SANITARY WASTE AND VENT PIPING
SECTION 223300 – ELECTRIC, DOMESTIC-WATER HEATERS

DIVISION 23 - HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

SECTION 230000 – BASIC MECHANICAL MATERIALS AND METHODS
SECTION 230510 – MECHANICAL COORDINATION
SECTION 230529 – HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
SECTION 230548 – VIBRATION AND SEISMIC CONTROLS FOR HVAC
SECTION 230553 – IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT
SECTION 230593 – TESTING, ADJUSTING, AND BALANCING FOR HVAC
SECTION 230713 – DUCT INSULATION
SECTION 230719 – HVAC PIPING INSULATION
SECTION 230900 – INSTRUMENTATION AND CONTROL FOR HVAC
SECTION 232300 – REFRIGERANT PIPING SECTION 233113 – METAL DUCTS
SECTION 233300 – AIR DUCT ACCESSORIES
SECTION 233423 – HVAC POWER VENTILATORS
SECTION 233600 – AIR TERMINAL UNITS
SECTION 233713 – DIFFUSERS, REGISTERS, AND GRILLES
SECTION 233723 – HVAC GRAVITY VENTILATORS
SECTION 237413 – PACKAGED, OUTDOOR, CENTRAL-STATION AIR-HANDLING UNITS
SECTION 238126 – SPLIT-SYSTEM AIR-CONDITIONERS
SECTION 238239 – WALL AND CEILING UNIT HEATERS

DIVISION 25 - INTEGRATED AUTOMATION

NOT APPLICABLE

DIVISION 26 - ELECTRICAL

SECTION 260500 – COMMON WORK RESULTS FOR ELECTRICAL
SECTION 260502 – ELECTRICAL ACCEPTANCE TESTS
SECTION 260510 – ELECTRICAL SUBMITTALS
SECTION 260511 – ELECTRICAL WORK CLOSEOUT
SECTION 260512 – ELECTRICAL COORDINATION
SECTION 260519 – LOW-VOLTAGE ELECTRICAL CONDUCTORS AND CABLES
SECTION 260526 – GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
SECTION 260529 – HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
SECTION 260533 – RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS
SECTION 260548 – VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS
SECTION 260553 – IDENTIFICATION FOR ELECTRICAL SYSTEMS
SECTION 260574 – SHORT CIRCUIT, OVERCURRENT PROTECTION, ARC FLASH HAZARD ANALYSIS
SECTION 260944 - NETWORKED LIGHTING CONTROLS
SECTION 262400 – SWITCHBOARDS AND PANELBOARDS
SECTION 262726 – WIRING DEVICES
SECTION 262813 – FUSES
SECTION 262816 – ENCLOSED SWITCHES AND CIRCUIT BREAKERS
SECTION 264300 – SURGE PROTECTIVE DEVICES
SECTION 265100 – INTERIOR LIGHTING

DIVISION 27 - COMMUNICATIONS

SECTION 270500 – COMMON WORK RESULTS FOR COMMUNICATIONS
SECTION 276410 – IN-BUILDING RADIO ENHANCEMENT SYSTEM

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

SECTION 280500 – COMMON WORK RESULTS FOR SAFETY AND SECURITY
SECTION 283111 – DIGITAL, ADDRESSIBLE FIRE-ALARM SYSTEM

DIVISION 31 - EARTHWORK

SECTION 311000 – SITE CLEARING
SECTION 312000 – EARTH MOVING
SECTION 312319 – DEWATERING
SECTION 313116 – TERMITE CONTROL

DIVISION 32 - EXTERIOR IMPROVEMENTS

SECTION 321216 – ASPHALT PAVING AND BASE COURSE
SECTION 321313 – CONCRETE PAVEMENTS FOR ROADS AND SITE FACILITIES
SECTION 321623 – CONCRETE SIDEWALKS, CURBS, AND GUTTERS
SECTION 321723 – PAVEMENT MARKINGS
SECTION 321823 – PLAYING COURT SURFACING
SECTION 323113 – CHAIN LINK FENCES AND GATES
SECTION 328400 – IRRIGATION
SECTION 329200 – TURF AND GRASSES
SECTION 329300 – PLANTS

DIVISION 33 - UTILITIES

SECTION 331100 – WATER DISTRIBUTION PIPING CWS
SECTION 333000 – SANITARY SEWERS CWS
SECTION 334100 – STORM DRAINAGE PIPING

APPENDIX

- SUBSTITUTION REQUEST FORM (DURING THE BIDDING PHASE)
- REQUEST FOR INTERPRETATION FORM
- LIOLLIO ARCHITECTURE ELECTRONIC MEDIA FORMAT RELEASE FORM
- SCHEDULE OF SPECIAL INSPECTION SERVICES
- ROPER ST. FRANCIS HEALTHCARE ATTESTATION GUIDELINES
- ROPER ST. FRANCIS HEALTHCARE SHUTDOWN REQUEST FORM
- CITY OF CHARLESTON DESIGN REVIEW BOARD (DRB) SAMPLE PANEL GUIDELINES
- LIMITED ENVIRONMENTAL SOIL ASSESSMENT REPORT DATED AUGUST 14, 2015
- REPORT OF SUBSURFACE EXPLORATION AND GEOTECHNICAL ENGINEERING ANALYSIS DATED SEPTEMBER 8, 2015
- SOUTH CAROLINA DHEC CERTIFICATION REQUIREMENTS OF SECTION 401 OF THE CLEAN WATER ACT

DRAWING INDEX

SHEET NUMBER SHEET NAME

GENERAL

G000 COVER SHEET
G001 GRAPHIC SYMBOLS AND SHEET INDEX
G002 CODE SUMMARY
G003 LIFE SAFETY SUMMARY & EGRESS PLAN
G004 SAMPLE PANEL FOR DRB REVIEW
G005 SITE INFORMATION

CIVIL

C000 TRC TITLEBLOCK
C001 SUBDIVISION PLAT
C002 WETLAND PLAT
C003 BZA EXHHIBIT
C100 TOPOGRAPHIC SURVEY
C101 TOPOGRAPHIC SURVEY
C102 TOPOGRAPHIC SURVEY
C200 DEMOLITION PLAN & EROSION CONTROL (PHASE 1) (OVERALL PLAN)
C201 DEMOLITION PLAN AND EROSION CONTROL - INITIAL LAND DISTURBANCE PHASE (OVERALL PLAN)
C201A DEMOLITION PLAN AND EROSION CONTROL PLAN - INITIAL LAND SIDTURBANCE PHASE (EARLY COMPLETION PACKAGE)
C202 DEMOLITION PLAN AND EROSION CONTROL PLAN - INITIAL LAND DISTURBANCE PHASE
C202A DEMOLITION PLAN AND ERORION CONTROL PLAN - INITIAL LAND DISTURBANCE PHASE (EARLY COMPLETION PACKAGE)
C300 NEW SITE PLAN (OVERALL)
C301 NEW SITE PLAN
C301A NEW SITE PLAN (EARLY COMPLETION PACKAGE)
C302 NEW SITE PLAN
C302A NEW SITE PLAN (EARLY COMPLETION PACKAGE)
C400 GRADING, DRAINAGE & UTILITY PLAN
C401 GRADING, DRAINAGE & UTILITY PLAN
C401A GRADING, DRAINAGE, & UTILITY PLAN (EARLY COMPLETION PACKAGE)
C402 GRADING, DRAINAGE & UTILITY PLAN
C402A GRADING, DRAINAGE, & UTILITY PLAN (EARLY COMPLETION PACKAGE)
C403A NEW ROAD PROFILE (EARLY COMPLETION PACKAGE)
C404A NEW SEWER PROFILE (EARLY COMPLETION PACKAGE)
C405A NEW SEWER PROFILE (EARLY COMPLETION PACKAGE)
C406 FIRE PROTECTION PLAN
C407 ADA ACCESSIBILITY PLAN
C500 CONSTRUCTION DETAILS
C501 CONSTRUCTION DETAILS
C502 CONSTRUCTION DETAILS

DRAWING INDEX

SHEET NUMBER	SHEET NAME
C503	CONSTRUCTION DETAILS
C504	CONSTRUCTION DETAILS
C505	CONSTRUCTION DETAILS
C506	CONSTRUCTION DETAILS
C507	CONSTRUCTION DETAILS
C508	CONSTRUCTION DETAILS

LANDSCAPE

L001	LANDSCAPE PLAN - HENRY TECKLENBURG DR. EXTENSION
L100	TREE MITIGATION PLAN
L101	OVERALL LANDSCAPE PLAN
L102	LANDSCAPE PLAN ENLARGEMENT
L103	PLANTING DETAILS
L200	CONDUIT / SLEEVING PLAN

ARCHITECTURAL

A001	WALL TYPES AND TYPICAL DETAILS
A002	FINISH MATERIALS LEGEND AND MOUNTING DIAGRAMS
A003	FINISH SCHEDULE
A100	FLOOR PLAN
A110	DIMENSION PLAN
A120	FINISH PLAN
A130	REFLECTED CEILING PLAN
A140	FURNITURE & EQUIPMENT PLAN (FOR REFERNCE AND COORD. ONLY)
A150	ROOF PLAN
A160	GOLF CART AND STORAGE SHELTER (BID ALTERNATE 6)
A161	TRANSFORMER & DUMPSTER ENCLOSURES
A200	ENLARGED PLANS
A201	ENLARGED PLANS
A202	ENLARGED PLANS
A300	BUILDING ELEVATIONS
A301	BUILDING ELEVATIONS
A400	BUILDING SECTIONS
A401	BUILDING SECTIONS
A500	WALL SECTIONS
A501	WALL SECTIONS
A502	WALL SECTIONS
A503	WALL SECTIONS
A504	WALL SECTIONS
A505	WALL SECTIONS
A506	WALL SECTIONS
A510	SECTION DETAILS

DRAWING INDEX

SHEET NUMBER	SHEET NAME
A511	SECTION DETAILS
A512	PLAN DETAILS
A513	PLAN DETAILS
A514	ROOF DETAILS
A515	SITE DETAILS
A516	SITE DETAILS
A517	BRIDGE GUARDRAIL AND MISCELLANEOUS DETAILS
A600	DOOR AND WINDOW TYPES
A601	STOREFRONT TYPES
A602	STOREFRONT TYPES
A603	DOOR DETAILS
A604	STOREFRONT DETAILS
A700	INTERIOR ELEVATIONS
A701	INTERIOR ELEVATIONS
A702	INTERIOR ELEVATIONS
A703	INTERIOR ELEVATIONS
A800	FINSH AND TRANSITION DETAILS
A801	CEILING DETAILS
A802	CEILING DETAILS
A803	CASEWORK DETAILS
A804	CASEWORK DETAILS
A805	INTERIOR DETAILS
A806	INTERIOR DETAILS

STRUCTURAL

S001	GENERAL NOTES
S100	FOUNDATION PLAN
S101	SLAB PLAN
S101A	SLAB PLAN - AREA A
S101B	SLAB PLAN - AREA B
S101C	SLAB PLAN - AREA C
S102	ROOF FRAMING PLAN
S102A	ROOF FRAMING PLAN - AREA A
S102B	ROOF FRAMING PLAN - AREA B
S102C	ROOF FRAMING PLAN - AREA C
S103	SHEARWALL PLAN AND DETAILS
S201	FOUNDATION/ SLAB DETAILS
S202	BASE PLATE & PEDESTAL DETAILS
S203	THICKENED SLAB SECTIONS
S204	THICKENED SLAB DETAILS
S205	THICKENED SLAB DETAILS
S301	PORCH FLOOR FRAMING DETAILS

DRAWING INDEX

SHEET NUMBER SHEET NAME

S401	ROOF FRAMING DETAILS
S402	ROOF FRAMING DETAILS
S403	ROOF FRAMING DETAILS
S404	ROOF FRAMING DETAILS
S405	ROOF FRAMING DETAILS
S406	ROOF FRAMING DETAILS
S407	ROOF FRAMING DETAILS
S501	ENTRY CANOPY PLANS & DETAILS
S502	TRELLIS PLANS & DETAILS
S503	TRELLIS DETAILS
S601	GOLF CART BUILDING (BID ALTERNATE 6)
S602	BRIDGE PLAN & DETAILS (BID ALTERNATE 3)

**FIRE
PROTECTION**

FP001	FIRE PROTECTION NOTES & LEGENDS
FP101	FIRST FLOOR FIRE PROTECTION PLAN
FP401	FIRE PROTECTION SECTIONS

PLUMBING

P001	PLUMBING NOTES & LEGENDS
P100	PLUMBING SITE PLAN
P101	FIRST FLOOR DOMESTIC WATER & GAS PLAN
P102	FIRST FLOOR SANITARY & VENT PLAN
P103	ROOF PLUMBING PLAN
P401	PLUMBING ELEVATIONS & ENLARGED VIEWS
P501	PLUMBING DETAILS
P901	PLUMBING SANITARY & VENT ISOMETRIC

MECHANICAL

M001	HVAC - NOTES & LEGENDS
M002	HVAC DETAILS
M003	HVAC DETAILS
M101	FIRST FLOOR HVAC PLAN
M102	ROOF HVAC PLAN
M500	HVAC ELEVATIONS
M501	HVAC ELEVATIONS
M502	HVAC ENLARGED VIEWS

ELECTRICAL

E001	ELECTRICAL NOTES & LEGENDS
E002	ELECTRICAL SCHEDULES & DETAILS
E003	ELECTRICAL DETAILS

DRAWING INDEX

SHEET NUMBER SHEET NAME

E010	ELECTRICAL ONE-LINE DIAGRAM
E050	ELECTRICAL PANEL SCHEDULES
E100	ELECTRICAL SITE PLAN
E101	POWER & TELECOM PLAN
E102	LIGHTING PLAN
E103	SYSTEMS PLAN
E104	ENLARGED PLANS

KITCHEN

K100	KITCHEN EQUIPMENT FLOOR PLAN
K200	KITCHEN EQUIPMENT SCHEDULE
K300	KITCHEN PLUMBING CONNECTION PLAN
K400	KITCHEN ELECTRICAL CONNECTION PLAN

GENERAL CONTRACTOR	BASE BID	ALTERNATE NO. 1 RETENTION POND	ALTERNATE NO. 2 PICKLE BALL COURTS	ALTERNATE NO. 3 PEDESTRIAN BRIDGE	ALTERNATE NO. 4 ADDITIONAL PARKING	ALTERNATE NO. 5 KITCHEN EQUIPMENT	ALTERNATE NO. 6 GOLF CART AND STORAGE SHED	ALTERNATE NO. 7 RUBBER FLOORING AT FITNESS 138	ALTERNATE NO. 8 ALTERNATE SCE&G ELECTRICAL SUPPLY
Brantley Construction	\$7,918,000.00	\$42,000.00	\$69,800.00	\$38,300.00	\$109,900.00	\$66,500.00	\$93,900.00	\$22,000.00	\$10,825.00
Thomas Construction	\$7,377,737.00	\$39,975.00	\$112,317.00	\$20,818.00	\$98,357.00	\$62,815.00	\$56,983.00	\$28,000.00	\$9,328.00
NBM Construction	\$7,274,000.00	\$38,060.00	\$74,840.00	\$54,360.00	\$124,205.00	\$72,625.00	\$68,500.00	\$22,550.00	\$16,495.00
Howell and Howell Contractors	\$7,213,719.00	\$44,055.00	\$84,000.00	\$23,000.00	\$111,030.00	\$72,922.00	\$72,250.00	\$23,840.00	\$17,964.00

WMBE Percentages:

1. Howell and Howell: 15.2%
2. NBM Construction: 16.2%
3. Thomas Construction: 13.5%
4. Brantley Construction: (No percentage indicated)


 Bill Turner
 Project Manager

COMMITTEE / COUNCIL AGENDA

18.)

TO: John J. Tecklenburg, Mayor
FROM: Kinsey Holton DEPT. Public Service

SUBJECT: WORK AUTHORIZATION #4 - WATERSHED MASTER PLAN FOR THE PARTIAL DUPONT/WAPPOO WATERSHED

REQUEST: Approval of lump sum work authorization #4 under existing Master Agreement for Professional Services with URS for development of watershed master plan for Dupont/Wappoo area. The plan will utilize field collected drainage infrastructure data to develop modeling for stormwater master planning and future watershed development. The plan will identify stormwater drainage infrastructure improvement projects based upon future build-out within the watershed.

COMMITTEE OF COUNCIL: Ways and Means DATE: September 13, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	Amy Wharton	<input type="checkbox"/>
Dir. Public Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

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

If yes, provide the following: Dept./Div.: 050310 Account #: 52238

Balance in Account \$373,025 Amount needed for this item \$373,025

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

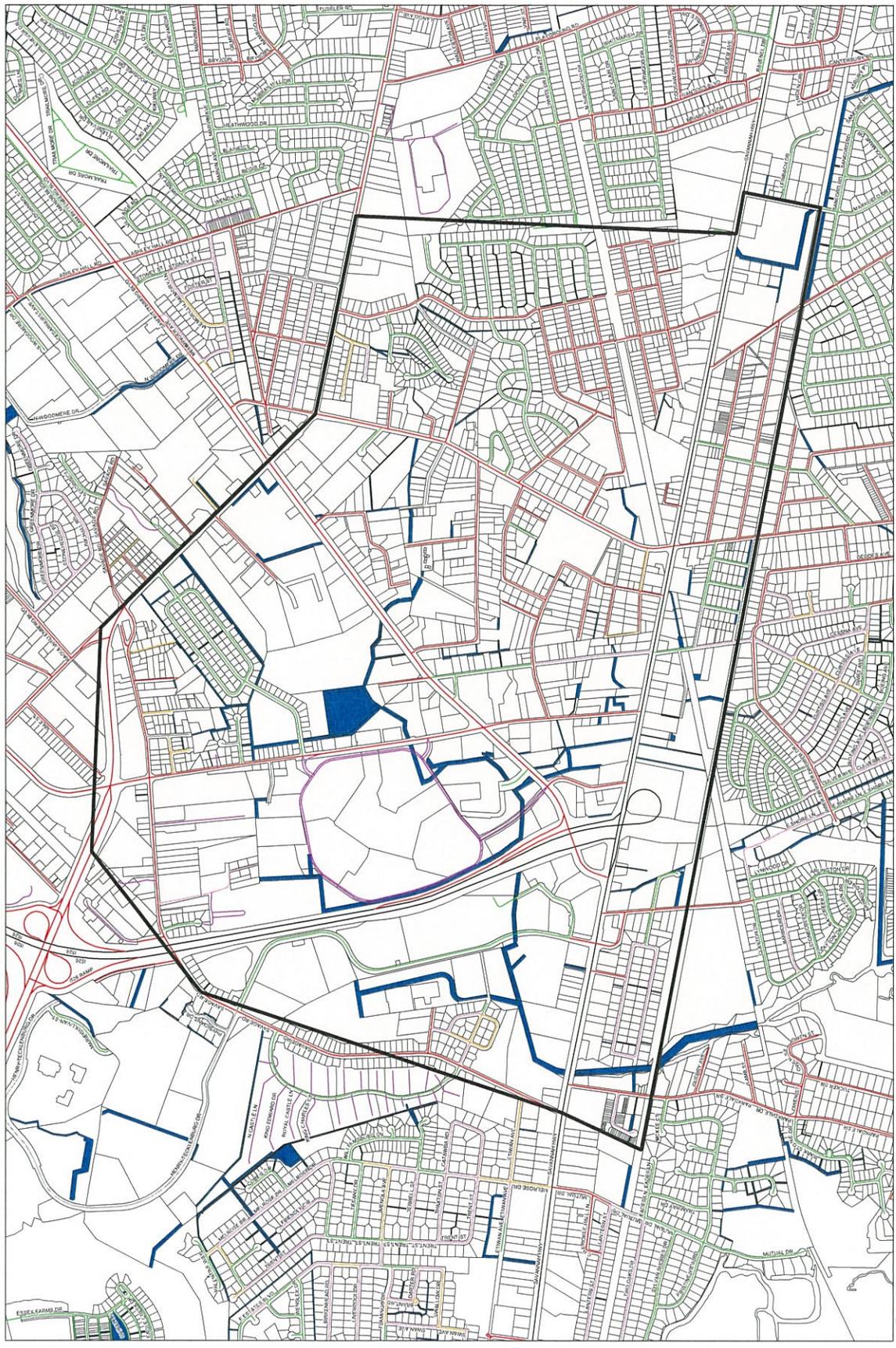
FISCAL IMPACT: Drainage funds will be used to fund this contract.

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.

DUPONT-WAPPOO DRAINAGE AREA

- Legend**
- Parcels
 - Streets**
 - MAINT**
 - Federal
 - State
 - City of Charleston
 - Private
 - County
 - Mixed
 - Other Local
 - Unknown



Map of the Dupont-Wappoo Drainage Area, Charleston, South Carolina. The map shows the drainage area boundary in black. The map is color-coded according to the legend. The map is a vector map and can be zoomed in and out. The map is a map of the Dupont-Wappoo Drainage Area, Charleston, South Carolina. The map shows the drainage area boundary in black. The map is color-coded according to the legend. The map is a vector map and can be zoomed in and out. The map is a map of the Dupont-Wappoo Drainage Area, Charleston, South Carolina. The map shows the drainage area boundary in black. The map is color-coded according to the legend. The map is a vector map and can be zoomed in and out.





LUMP SUM WORK AUTHORIZATION

In accordance with the Agreement for Engineering Services between the City of Charleston ("Client"), and URS Corporation, a Nevada corporation, dated June 17, 2014, this Work Authorization describes the Services, Schedule, and Payment Conditions for Services to be provided by URS Corporation ("Consultant") on the Project known as:

**Work Authorization #4
City of Charleston Watershed Master Plan for the
Partial DuPont/Wappoo Watershed**

Client Authorized

Representative: Laura S. Cabiness, P.E.
Address: Department of Public Service
City of Charleston
2 George Street
Charleston, SC 29401
Telephone No.: (843) 724-3754

Consultant Authorized

Representative: R. Thomas Haselden, P.E., Vice President
Address: 101 Research Drive
Columbia, SC 29203
Telephone No.: (803) 254-4400

SERVICES. The Services shall be described in Attachment A to this Work Order.

SCHEDULE. The Estimated Schedule shall be set forth in Attachment B to this Work Authorization. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

PAYMENT AND EQUITABLE ADJUSTMENTS. This is a lump sum Work Authorization. Consultant's lump sum compensation and provisions for progress and final payments are specified in Attachment C to this Work Authorization. Payment of \$0 is due upon signature of this Work Order and will be applied against the final invoice for this Work Authorization. Consultant shall give Client prompt written notice of unanticipated conditions or conditions which are materially different from those anticipated by Consultant at the time the lump sum compensation was agreed upon. If Client wishes Consultant to proceed, Consultant's lump sum compensation shall be subject to equitable adjustment for such conditions.

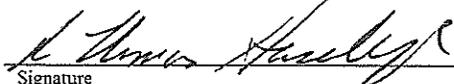
TERMS AND CONDITIONS. The terms and conditions of the Agreement referenced above shall apply to this Work Authorization, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Authorization is acknowledged by the following signatures of the Authorized Representatives.

CITY of CHARLESTON, SOUTH CAROLINA

URS CORPORATION

Signature



Signature

Typed Name/Title

R. Thomas Haselden, Jr., P.E.
Vice President

Typed Name/Title

Date of Signature

August 23, 2016

Date of Signature



**Attachment A
Scope of Services**

**Work Authorization #4
City of Charleston Watershed Master Plan for the
Partial DuPont/Wappoo Watershed**

Project Understanding

The City of Charleston (City), in conjunction with Charleston County (County) has requested that URS provide the following scope of services to evaluate the DuPont/Wappoo (DuPont) watershed within the City and the unincorporated areas of the County. This Watershed Master Plan (Plan) will utilize field collected stormwater infrastructure data to develop hydrologic and hydraulic models for incorporation into City and County stormwater master planning and future watershed development. Additionally, field data collection will be used to evaluate the existing infrastructure to determine the drainage system condition and identify locations of current and long-term maintenance concerns. The following provides an overview of the watershed, followed by the proposed scope of services to complete the watershed evaluation and develop the hydrologic and hydraulic models.

The DuPont watershed is made up of a mix of high density commercial development, including several strip malls, the Citadel Mall, and older residential areas. For the purposes of this project, the DuPont watershed consists of drainage in West Ashley bounded by Savage Road to the west, the West Ashley Greenway to the south, Castle Road to the east and Ashley River Road (US-61) to the north. The primary drainage feature for this watershed is a large drainage canal conveying runoff from the Citadel Mall area to a tidal creek flowing under Ashley Town Center Drive and discharging to the Stono River. The majority of this watershed consists of curb and gutter drainage through the commercial areas with small drainage swales in the older residential areas north of the mall and east of Orleans Road. This drainage network is extremely flat and experiences ponding and backwater influence during storm events concurrent with high tides within the Stono River. With on-going development and the potential for redevelopment in the area of the Citadel Mall, this drainage network will be evaluated to determine the potential for stormwater improvements associated with redevelopment.

This project encompasses the evaluation and assessment of the DuPont watershed as described above. URS will investigate and develop the storm drainage network utilizing survey grade investigation and assessment practices. Survey points will be collected utilizing sub-foot accuracy for horizontal control and elevation control +/- 0.1 ft. Once evaluated, URS will provide the City and County with a hydrologic and hydraulic model and report that includes recommended alternatives to improve the drainage network. This report will be provided to City and County staff for review through appropriate agency departments as identified by the City and County. These recommendations shall include applicable system upgrades, replacement, and maintenance activities. The tasks listed herein have been developed to provide the City and County with a comprehensive drainage analysis and report of the DuPont watershed. The following tasks are based on the level of effort estimated to complete a full Plan and report for the City and County.

For the purposes of this scope of services, URS understands that the City will serve as the primary contact for URS with respect to contract negotiations, billings and administration. Day-to-day coordination between County, City and URS staff will be defined and agreed upon as part of the initial kickoff meeting as defined in Task 1 below. As identified in this scope of services, this project effort is being led by the City. Therefore, specific task items outlined



may identify the City as the recipient of the effort. URS understands that appropriate coordination, and product delivery to the County is required as part of this scope of services. Thus, in reference to the project tasks, “City” and “County” can be considered interchangeable with respect to product development, coordination, and delivery.

Task 1: Project Management: City and County Coordination

URS will conduct a kickoff meeting with City and County staff to review the scope of services and schedule. At this initial meeting, the team will review sub-tasks, project expectations and completion timeframes. The purpose of the kickoff will be to define timeframes and develop a comprehensive project schedule. This meeting will also serve to define coordination responsibilities on project tasks between the City, County and URS staff.

This task also covers overall project management and administration including City and County coordination, facility coordination, if required, and project QA/QC activities. This also includes the facilitation and attendance at three (3) public meeting for this project. URS anticipates that these meetings will be held as a joint City/County meeting. The timing of meetings will be identified over the course of the project. Should more than three public meetings be required, URS can provide these services on a time and materials basis.

Deliverables: URS will provide the City and County with meeting minutes and a detailed project schedule for project assessment and completion within 48 hours of the kickoff meeting. The meeting minutes will include coordination protocol between the City, County and URS; key staff members and points of contact will be identified, with levels of responsibility clearly defined. The detailed schedule will outline the timeframes for completion of the tasks outlined below. URS will also provide the City with a bi-weekly update email conveying project progress and completion timeframe in accordance with the project schedule.

Task 2: Field Work and Data Collection

Task 2.1 – Field Data Collection and GIS Data Management SOP Manual

The initial phase of the project will be to develop data collection and GIS procedures that will be used consistently throughout the project. These processes will be developed as a *Field Data Collection Standard Operating Procedures Manual (SOP)*. This SOP will be provided to the City for review prior to initiating field activities. Once approved, the SOP will be implemented by all field crews associated with field data collection and GIS processing. The SOP will outline the type and detail of infrastructure collected as part of Task 2.3 - Field Investigation. It will also outline the framework for data processing and QA/QC procedures of the collected GIS information. All GIS information associated with this project will be collected and organized in a GIS geodatabase that matches the data structure of the City. The SOP will also outline how, and at what frequency, this information is provided to the City for review and insertion into their GIS system. The SOP will also include specific related to long-term maintenance and management of data systems, models and structures. This included protocol for model updating and distribution of model updates as development occurs within the study area. The SOP document will be developed as a comprehensive guide for watershed master plans development within the City and County, and will include, at a minimum, the following:

- Communication flow chart
- Health and Safety plan and procedures
- Public notification procedures
- Field data collection procedures



- MS4 compliance requirements for the project area (IDDE, ERG, outfall identification/screening, etc.)
- Data management and storage procedures
- Model development and implementation requirements
- GIS data requirements and management
- Conditional assessment matrix
- Stream and wetland assessment protocol (site identification, field assessment and site prioritization)
- Project identification and ranking matrix procedures
- Water quality/quantity recommendation requirements (as in relates to BMP selection and the SWDSM)

Deliverables: URS will provide the City with a draft SOP for review in accordance with the detailed project schedule. The City will have approximately two weeks to review the SOP and provide comments. URS will incorporate City comments into a final SOP and provide three hard copies and one digital copy to the City.

Task 2.2 – Traffic Control Plan

In order to facilitate the safe collection of field data, it will be necessary to develop a comprehensive traffic control plan for field activities. This traffic control plan will outline lane closure practices, safety equipment (e.g. Personal Protective Equipment, PPE) and vehicle usage practices during the field data collection. The majority of the field work can be accomplished without the necessity for lane closures. URS field staff will follow strict safety procedures associated with working in and around roadways. Any data collection that requires access to roadways within the roadway beyond edge of curb will require appropriate signage and traffic control. This plan will be provided to the City for review prior to initializing field investigation. Where lane closures will be required, URS will provide the City with a minimum of a week’s notice prior to initiating these activities. URS will coordinate with SCDOT related to permitted lane closures as the development of any necessary traffic control plans. Any related permitting or processing fees for the traffic control plan will be the responsibility of the City.

Deliverables: URS will provide the City with a draft Traffic Control Plan for review in accordance with the detailed project schedule. URS estimates the City will take approximately two weeks to review the Traffic Control Plan and provide comments. URS will incorporate City comments into a final Traffic Control Plan and begin the field investigation phase of the project. The final Traffic Control Plan will be incorporated into the SOP as an appendix. In addition, this appendix will include safety procedures in accordance with URS safety protocol including, but not limited to daily safety meetings, incident reporting procedures, implementation of a safe work plan, and fit for duty compliance.

Task 2.3 – Field Investigation

As part of the field data collection task, URS shall collect stormwater infrastructure data within the defined project area. This data will be collected utilizing survey grade GPS equipment to determine location and elevation information of the City’s stormwater system. The purpose of the data collection is to gather sufficient information to develop the stormwater network and determine pipe and ditch dimensions and slopes. This data will be of sufficient detail to be utilized to develop the ICPR model for the drainage area. The data collection will be limited to the collection of infrastructure within proximity to existing roadways and City owned/maintained infrastructure. Private residential culverts, downspouts or yard drains will not be collected as part of this project. Private driveway culverts will be addressed as described under the Pass 1 description. For commercial facilities, including on-site stormwater BMPs, infiltration swales, and parking lot drop inlets, URS will coordinate with the City to identify and collect data necessary to facilitate the development of the overall system model. However, the collection of internal drainage systems within commercial properties is not part of this scope of services. URS will collect appropriate



BMP information, including but not limited to outfall pipes, dam crest and other critical BMP elements that are discharge points from commercial properties. The data to collect as part of the commercial areas will be clearly defined during the development of the SOP. All data collected by URS will consist of the public drainage system where easements are present, or appropriate notification has been provided to the property owner for system access. Identification and public notice procedures will be outlined as part of the development of the SOP. URS will not enter private residential or commercial property where easements are not present and notification has not been provided to property owners. System specific data will be collected for the following stormwater infrastructure:

- Pipes, culverts and drains – size, material, type, invert elevations and flow direction, including manhole rim elevation where applicable.
- Catch basins and curb inlets – invert elevations, entrance width and type, and size of basin.
- Access manholes – size and top and invert elevations.
- Ditches – length, direction, bottom elevation, bottom width, top elevation and top width at a distance to be identified in the SOP. URS understands that cross sectional frequency and detail will vary significantly depending on the size of the conveyance.
- Stormwater BMPs – GPS the perimeter, normal water surface elevation and outlet control structure(s). Collect type, size and inlet and outlet elevations of any visible structures, orifices or weirs.
- Driveway culverts (see description below)

The field investigation will be composed of a two pass process:

Pass 1

The condition of the storm drainage system is critical in determining the potential flooding sources and outlining remediation and maintenance activities. This pass involves locating the infrastructure elements on a horizontal datum to sub-foot accuracy and completing a conditional assessment of the stormwater system. Each entity will be conditionally assessed based on visual observations at the access points to determine condition of the structure and approximate operational condition (i.e. sediment and/or trash and debris build-up, cracks, breaks or collapses). This task will not include TV screening services of the system. In order to provide a comprehensive assessment for the evaluation of the watershed, the conditional assessment will utilize assessment terminology and coding consistent with NASSCO standards. The first pass will consist of collecting the following information:

- Structure - type, materials, sizes, and condition.
- Pipe - material, shape, sizes, depths, and condition.
- Ditches - length, direction, width, material, bench, and condition.
- Stormwater BMPs – GPS the perimeter, top of dam and spillway structure. Collect type, size and inlet and outlet elevations of any visible structures, and condition.
- Outfalls, type, materials, sizes, and condition (as outlined in the Conditional Assessment task below).
- Driveway culverts – all driveway culverts within the study area associated with a roadside ditch or otherwise connected conveyance system will be identified and assessed as part of the Pass 1 data collection. Where driveway culverts are identified as being greater than 15” in diameter, the survey grade information will be collected as part of Pass 2 and included as significant elements of the model. Where culverts are smaller, only the conditional assessment will be collected. Best



professional judgement, conditional assessment results and model calibration will be utilized to determine the impacts of these smaller driveway culverts on the overall model of the system.

During Pass 1, structures that are not accessible will be identified and provided in a list to the City and County. The City and County, if needed, will make the structures accessible during Pass 2. Assets that were discovered during Pass 1 will be mapped and used in Pass 2. It is understood that City and County staff may not have the manpower to perform access operations in a timely manner as outlined in this scope of services. Therefore, URS will work with the City and County to clearly define access protocol and any potential third party vendors that may be suitable to provide these services. The protocol will be clearly outlined in the SOP.

Pass 2

The second phase will utilize the location information from Pass 1. The focus of Pass 2 will be to collect a survey grade elevation, +/- 0.1 foot, for rim elevations, ditch elevations, outfall elevations, and BMP elevations. Structures that were not accessible during Pass 1 and identified by the City for Pass 2 will be opened to obtain the appropriate attribute information typically collected during Pass 1.

For this scope of services, URS estimates field collection costs for this project to be set on a per node basis. For this project, URS estimates that there will be approximately 1,500 nodes collected for the DuPont watershed. Additionally, Charleston County has provided additional data contained in their stormwater inventory. This information includes baseline information suitable to expedite Pass 1 data collection. This data does not include all necessary information for the inventory. However, this information does provide some cost savings for the project.

If additional node collection is required, URS will consult with the City on a revised scope, with additional node collection to be in accordance with a cost not to exceed \$75/node or as agreed to by both parties. It is understood that these estimates have been completed based on existing roadway lengths, watershed area, existing available infrastructure data, and past project experience.

It is URS' experience in working with these types of drainage systems that access to some facilities, including drop inlets, manholes, catch basins, concrete inlet lids, and ditches that cross private property will require additional access either through the use of heavy equipment or coordination. URS will provide the City with a list of these structures or areas on a weekly basis. The URS project manager will coordinate with the City to schedule access to these areas. URS will not utilize heavy equipment to access infrastructure. Access will be provided by the City, County or their identified authorized representatives. Coordination with private landowners will be the responsibility of the City. URS will prepare a public notice as part of the field investigation task that shall be posted or distributed by the City or County. This notice will also be carried by all URS staff working within the project limits to inform the public with regards to the purpose and scope of the project.

The field work and data collection tasks will utilize appropriate staff and equipment including vehicle time and mileage necessary to complete the scope defined above. No additional equipment or vehicle expenses are expected without prior approval of the City.

Deliverables: URS will provide the City with map books for the DuPont watershed detailing the location, size and flow direction of the stormwater system components. Map book components will be identified as part of the SOP. The map books will be provided to the City as draft for review and modification based on institutional knowledge



and previous maintenance activities. Once approved by the City, URS will provide three bound hard copies and one digital (PDF) copy of the final map book for the watershed.

Task 2.4 – Wetland and Stream Assessment

URS will utilize a stream assessment methodology defined and outlined in the SOP to identify potential wetland and stream resource enhancement and restoration opportunities. This will be completed concurrent with the Pass 1 analysis of project sites. This will include conditional site assessment, constraints evaluation and potential feasibility matrix evaluation based on the methods established in the SOP.

Once the ecological sites have been evaluated, URS will provide the City with ranking of potential sites. URS, the City and the County will work together to select three (3) priority projects based on the ranking matrix. URS will then perform a high-level field investigation for these three priority sites to provide the City with a preliminary sketch level design and very preliminary cost evaluation of the three projects.

Deliverables: URS will provide the City with a feasibility assessment of potential wetland and stream restoration opportunities in the watershed. This will be provided as a preliminary technical report, with the purpose of identifying the final three sites for detailed evaluation. Once fully evaluated, all sites will be included as part of the final Plan outlined in Task 5.

Task 3: GIS Data Management

Concurrent with field data collection, URS will develop a geodatabase for the watershed data. This database will maintain compliance with the procedures outlined in the approved SOP. URS will host the data on a remote server to allow for real time transfer from the field collection units. Additionally, once QA/QC checks have been performed on the collected data, URS will provide access to the City to review the data and provide comments/questions on a bi-weekly basis.

Deliverables: Upon completion of all of the appropriate field data collection and appropriate QA/QC, URS will provide the City with a final GIS geodatabase consistent with the approved SOP. The geodatabase will be provided as part of the final deliverable report for this project.

Task 4: Watershed Analysis

Task 4.1 – ICPR Modeling

URS will perform a hydrologic analysis of the overall watershed to determine stormwater runoff rates for the 2, 5, 10, 25, 50, and 100-year storm events. For this analysis, URS will apply the TR-20 curve number (CN) approach originally developed by the US Department of Agriculture, Soil Conservation Service (USDA, SCS, 1986). Under this approach, the volume of runoff generated by a model sub-basin for a particular storm event is calculated as a function of the area's CN, which in turn depends upon the soil characteristics, vegetative cover and impervious cover of the area. The shape of the hydrograph is dependent upon the sub-basin time of concentration, which is a representation of how long it takes for runoff to go from the most distant point in the sub-basin to the sub-basin outlet. The time of concentration will be affected by factors such as the sub-basin size and shape, land slope, and flow length. Results can be saved for input to the hydraulic model to perform dynamic hydraulic routing in downstream reaches. A preliminary hydraulic analysis shall then be utilized and incorporated to determine preliminary design flows, flood elevations and residential and commercial impacts of the modeled storm events.



This hydraulic model will be developed utilizing Interconnected Pond Routing Model (ICPR), Version 3. ICPR offers a number of desirable features, which include the following:

- City staff is familiar with the model and comfortable with the calculation methods used in the model.
- The model is approved for use by the Federal Emergency Management Agency (FEMA) in floodplain analysis. Therefore, the models developed in this Plan can be used to support changes in existing FEMA floodplain mapping in the County, though this is not included in the scope of the Plan.
- Version 3 includes a graphical user interface (GUI) that is useful for developing stormwater system network schematics, entering and verifying model input, and viewing and presenting model results.
- ICPR can account for tidal influence, backwater effects, detention/retention pond routing and a number of other features that are necessary for modeling.

ICPR offers a number of options for calculating runoff volumes and routing runoff generated by rainfall events. The model will be used to develop runoff hydrographs from defined sub-basins within a watershed. These hydrographs will be used as input at appropriate points in the hydraulic network. The ICPR model will evaluate the 2, 5, 10, 25, 50, and 100-year design storms, with duration of 24 hours and an SCS Type III distribution. The program will simulate branched or looped networks; backwater due to tidal or non-tidal conditions; free surface flow; pressure flow or surcharge; flow reversals; flow transfer by weirs, orifices, and pumping facilities; and storage at online or offline facilities.

Model Calibration:

Calibration and verification will be collected for predicted stages, flows, and velocities. For calibration or verification, data must be available in the form of rainfall, stage, flow, and/or high water marks for specific storm events, land use, and hydraulic conditions. Rainfall data provided by NOAA and USGS, and empirical evidence from City and County staff and residents will be used for the calibration of hydrologic and hydraulic models. In cases of limited number of rainfall gage stations, and no long-term stations measuring upland stream flows, the results developed by the model (e.g., road overtopping and/or structural flooding for particular design storms) will be compared to known high water marks or historical flooding to validate the results generated by the model. In addition, problem areas will be reviewed with the City staff to evaluate whether the results calculated by the models are reasonable.

This information will be used to identify preliminary design parameters for potential drainage improvements and will be incorporated into the overall watershed assessment plan.

Deliverables: URS will provide the City with a working ICPR model for implementation by the City.

Task 4.2 – Sea Level Rise Evaluation

URS will develop Sea Level Rise (SLR) scenarios following the methodology presented in USACE Engineering Regulation No. 1100-2-8162. The approach provides a range of future sea level conditions, “Low”, “Medium”, and “High”, for a time horizon to be selected by the City (e.g., 25-year, 50-year, or other N-year horizon). The computed SLR estimates will be compared to publically available projections for the southeastern United States. A summary memorandum will be provided describing the methodology and estimated SLR projections. The SLR



estimates will be used in conjunction with the hydraulic modeling to evaluate the performance of the drainage system under existing conditions and potential mitigation alternatives.

Deliverables: Sea level rise evaluations will be included as part of the final Watershed Analysis Report. The data results will also be included as part of the various ICPR modeling analyses.

Task 5: Watershed Master Plan

URS will provide the City with a Watershed Master Plan. This Plan will address the watershed and provide the City with the results of the hydrologic and hydraulic analyses, maintenance and repair recommendations, stream and wetland restoration opportunities, and design standard recommendations associated with the assessment of the stormwater infrastructure. The Plan will be broken into four main categories as outlined below.

Task 5.1 – Conditional Assessment Summary

The GIS data and conditional assessments will be reviewed and compiled into a conditional assessment report. This report will summarize the City's infrastructure within the watershed and provide general guidance with respect to areas of future concern. The assessment will be developed in a matrix format that takes into consideration location, size, age, condition and potential impact in the event of failure. This matrix will be provided to the City as a long-range guide with respect to areas of potential concern for the purposes of Capital Improvement Project (CIP) planning. This report will also provide maintenance schedule recommendations to assist the City with their maintenance practices related to the stormwater system. This will include preliminary cost evaluations of system repair/replacement elements.

Task 5.2 – System Analysis

The results of the hydrologic and hydraulic analysis will be utilized to provide the City with an overall assessment of the storm drainage infrastructure in the watersheds. This portion of the report will provide the City with hydrologic and hydraulic calculations for each element of the storm drainage network and provide information related to design capacity, conveyance and tidally influenced areas. The results of this analysis provided in this section can be utilized by the City to prioritize areas of improvement within the City. This section will also include recommendations associated with the sea level rise analysis.

Task 5.3 – Improvements and Alternatives

Based on the conditional assessment and the overall system analysis, URS will provide the City with a list of recommendations for improving drainage and flow within the watershed. These recommendations will be on a conceptual level and should not be interpreted as final design recommendations. The Plan will include recommended improvements potentially associated with pipe size increases, ditch widening or the installation of additional stormwater infrastructure. Additionally, this Plan shall include recommended maintenance and a schedule for upgrading and replacement of infrastructure within the system based on the conditional assessment, including a cost/benefit analysis for identified projects. This improvements section will also include the ecological assessment for stream at wetland enhancements. This would include priority rankings of potential stream and wetland restoration projects, including a preliminary conceptual design for the highest three ranked projects along with cost estimate.



Task 5.4 – Design Standard Recommendations

The results of the System Analysis will provide URS, the City and the County with a detailed model of storm drainage with the DuPont watershed. This model will be used to develop design recommendations and design standards for future development within the watershed. The design recommendations will be provided to the City as part of the Watershed Analysis Report. Once reviewed and approved as part of the report by the City, URS will provide recommendations for updates to the City’s Design Standards Manual (Manual) and present the proposed design standard recommendations to the City’s Stakeholder’s Group associated with Manual review. Once approved, the design standards can be adopted by the City as an update to the Manual and incorporated as design requirements for the watershed.

Deliverables: URS will provide the City with a final Watershed Management Plan. This will include a digital PDF version of the Plan and all applicable appendices, ten (10) bound copies of the Plan, and a digital copy of the developed geodatabase for inclusion in the City’s GIS system. URS will provide recommendations for updating the Manual and provide Stakeholders with a presentation covering the applicable Manual updates.

Additional Services

If any tasks not listed above become necessary to complete the analysis of the watershed, included property research, geotechnical investigation, or easement services URS can assist the City of Charleston on either an hourly basis according to the hourly rate schedule, as attached, or with a revised scope of services at the City’s discretion.



**Attachment B
Estimated Schedule**

Project Completion Schedule

It is anticipated that this project will require no more than 10 months to complete from notice to proceed. The schedule below includes review time and coordination and is based on a NTP of October 1, 2016.

Service	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	June 2017	July 2017
Task 1 Project Management and City Coordination										
Task 2 Field Work and Data Collection										
<i>Task 2.1 Field Data Collection and GIS Data Management SOP Manual</i>	■	■								
<i>Task 2.2 Traffic Control Plan</i>	■	■								
<i>Task 2.3 Field Investigation</i>		■	■	■	■	■	■			
<i>Task 2.4 Stream and Wetland Assessment</i>		■	■	■	■	■	■			
Task 3 GIS Data Management										
Task 4 Watershed Analysis										
<i>Task 4.1 ICPR Modeling</i>								■	■	
<i>Task 4.2 Seal Level Rise Evaluation</i>								■	■	
Task 5 Watershed Analysis Report										
<i>Task 5.1 Conditional Assessment Summary</i>									■	■
<i>Task 5.2 System Analysis</i>									■	■
<i>Task 5.3 Improvements and Alternatives</i>									■	■
<i>Task 5.4 Design Standard Recommendations</i>									■	■



**Attachment C
Schedule of Fees and Charges**

This is a Lump Sum project. Tasks will be invoiced monthly on a percent completed basis.

Description	Man Hours	ODC/Subs	Total Fee
Task 1 – Project Management and City Coordination	299	\$ 2,900	\$ 38,727
Task 2 – Field Work and Data Collection			
<i>Task 2.1 Field Data Collection and GIS Data Management SOP Manual</i>	160	\$ 6,000	\$ 24,304
<i>Task 2.2 Traffic Control Plan</i>	50	\$ 0	\$ 5,345
<i>Task 2.3 Field Investigation</i>	1030	\$ 13,980*	\$ 129,910
<i>Task 2.4 Stream and Wetland Assessment</i>	0	\$ 24,500	\$ 24,500
Task 3 – GIS Data Management	467	\$ 14,200**	\$ 64,082
Task 4 – Watershed Analysis			
<i>Task 4.1 ICPR Modeling</i>	355	\$ 500	\$ 38,896
<i>Task 4.2 Seal Level Rise Evaluation</i>	77	\$ 0	\$ 6,612
Task 5 – Watershed Analysis Report			
<i>Task 5.1 Conditional Assessment Summary</i>	97	\$ 3,600	\$ 12,708
<i>Task 5.2 System Analysis</i>	67	\$ 0	\$ 6,864
<i>Task 5.3 Improvements and Alternatives</i>	97	\$ 4,000	\$ 12,513
<i>Task 5.4 Design Standard Recommendations</i>	88	\$ 0	\$ 8,564
TOTAL	2,568		\$ 373,025
*Includes 5 days of traffic control consisting of temporary lane closures. Additional lane closure time shall be provided as an additional scope of services.			
**Includes remote GIS hosting and cloud services. This consists of the annual host fee associated with remote server support and CartoPac data collection software setup fee and technical support.			



Attachment D
URS TECHNICAL SERVICES, INC.
HOURLY RATE SCHEDULE

Schedule **2016**

Hourly Rate Schedule and Chargeable Expenses for Engineering Services Provided

<u>Labor</u>	<u>Rate per Hour</u>
Department Head/Vice President	\$215.00
Senior Project Manager (M3)	\$180.00
Senior Environmental Scientist	\$165.00
Project Manager (M2)	\$145.00
Senior Project Engineer	\$145.00
Project Manager (M1)	\$130.00
Senior Design Associate	\$120.00
Senior Environmental Health & Safety Manager	\$130.00
Project Engineer 2	\$125.00
Project Engineer 1	\$110.00
Senior Hydro Geologist	\$110.00
Environmental Scientist	\$95.00
Senior Design Technician	\$95.00
Engineering Associate	\$90.00
Project Administration	\$80.00
Project Representative	\$85.00
Design Technician	\$80.00
CADD	\$75.00
Administrative Services	\$60.00
Co-op Student	\$50.00
<u>Survey & GIS Services</u>	
Surveying Department Head	\$145.00
Surveying Manager	\$105.00
Surveying Associate	\$75.00
Survey Crew Chief	\$75.00
Instrument Operator	\$55.00
Senior GIS Project Manager	\$145.00
Senior GIS Analyst	\$115.00
GIS Project Manager	\$125.00
GIS System Designer	\$120.00
GIS Analyst/Programmer	\$105.00
GIS Specialist	\$80.00
GIS Technician	\$70.00
<u>Other</u>	
Chargeable expenses	Actual cost
Overtime	Hourly rate – with prior approval of the City
Courtroom and deposition appearances (to include preparation)	Hourly rate plus fifty percent

Effective Dates

October 1, 2016 to September 31, 2017

Note: Any revision or update in this hourly rate schedule shall be included in Agreements of which this page is part.

COMMITTEE / COUNCIL AGENDA

19.)

TO: John J. Tecklenburg, Mayor
FROM: Laura S. Cabiness, PE DEPT. Public Service
SUBJECT: CHURCH CREEK DRAINAGE BASIN ANALYSIS - ADDENDUM #18
REQUEST: Approval of Addendum #18 for Woolpert, Inc. to perform continued management support in the Church Creek Special Stormwater Management Area to include ICPR stormwater model updates, review of design/model calculations, design services, verification surveys, attendance of client/public meetings, and other related duties.

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	<input type="checkbox"/>	<input type="checkbox"/>	<u>James P. Cantwell</u>	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Dir. Dept. of Public Serv.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Thomas F. O'Brien</u>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

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

If yes, provide the following: Dept./Div.: 050330 Account #: 52240

Balance in Account \$100,000.00 Amount needed for this item \$100,000.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton
FISCAL IMPACT:

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 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

PROFESSIONAL SERVICE AGREEMENT ADDENDUM 18 BETWEEN WOOLPERT INC. AND CITY OF CHARLESTON, SOUTH CAROLINA

Section 1. General

THIS ADDENDUM, made and entered into this ___ day of _____, 2016, by and between WOOLPERT Inc., whose address is 2000 Center Point Drive, Suite 2200, Columbia, SC 29210-5824 (hereinafter referred to as "Woolpert") and the "Client" identified herein, provides for Additional Services under the Professional Service Agreement dated November 6, 2000, such Additional Services described under Section 2 of this Addendum.

- Client: City of Charleston, South Carolina
- Project Number: 75396
- Project Title: "Church Creek Drainage Improvements"
- Addendum Title: Continuing Church Creek SMA Services

Section 2. General Description of Professional Services

Services to be provided by Woolpert include any services requested by the Client related to storm water management in the Church Creek Special Stormwater Management Area. Services may include, but are not limited to, ICPR modeling, review of design/model calculations for other developments, design services, and attendance at client/public meetings. Services will not be initiated without a written request or email authorization by City staff.

Section 3. Compensation to Be Paid to Woolpert

Compensation to be paid to Woolpert for providing the requested additional services in Section 2 shall be hourly using the attached rate schedule labeled Attachment A, for a total fee not to exceed **\$100,000.00**, including reimbursable expenses. Woolpert shall notify the City when 50% and 90% of the approved fee has been expended.

Section 4. Schedule for Services

The schedule for Services and adjustments, if any, to the overall Project schedule shall be established based on each specific request for services by the Client.

THE EFFECTIVE DATE of this Addendum shall be the date written above and the term shall be for a period of five years.

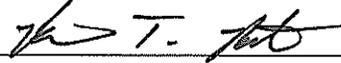
In all other respects, the Professional Services Agreement referenced above and entered into on November 6, 2000 entitled "Church Creek Basin" between the City of Charleston and Woolpert, Inc. remains in full force and effect.

IN WITNESS WHEREOF, this Addendum, which is subject to the terms and conditions of Sections 1 through 4, Attachment A, and the aforementioned Agreement, is accepted as of the date first written above.

CITY OF CHARLESTON

WOOLPERT INC.

Signed: _____
Typed Name: _____
Title: _____
Date: _____

Signed: 
Typed Name: Brian T. Bates, PE
Title: Senior Associate
Date: 8/3/16

ATTACHMENT A: HOURLY RATE SCHEDULE

Principal	\$250/hr
Project Director	\$205/hr
Senior Modeler	\$190/hr
Project Manager	\$170/hr
Senior Engineer	\$140/hr
Junior Engineer	\$105/hr
EIT	\$90/hr
GIS Analyst	\$130/hr
Senior Technician	\$95/hr
Technician	\$80/hr
Business Manager	\$85/hr
Admin Assistant	\$65/hr