City Hall
80 Broad Street
November 22, 2016
4:30 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Williams

2. Approval of Minutes:

   a.) November 10, 2016

3. Bids and Purchases

4. Police Department: Approval to accept the FFY2017 Highway Safety Grant award of $226,158 to fund and outfit two new officers for the Traffic Enforcement Team. No City match is required.

5. Police Department: Approval to submit FY16 Special Solicitation VOCA Application for a Victim Resource Coordinator salary, supplies, training, and two vehicles for a total of $109,467. A cash match of $21,893 will derive from the 2017 CPD General Fund.

6. Mayor's Office for Children Youth and Families: Approval to accept the Youth Service America Grant award in the amount of $500 for the Global Youth Service Day. This award will engage 500 youth throughout the Charleston Community in service-learning, community service and volunteerism. No City match is required.

7. Fire Department: Approval to submit a FY16 Assistance to Firefighters Grant for funding to be used to implement a Community Paramedicine/SWAT Medic program. Total cost for project is $95,000 with a local match of $9,500. If awarded, this will be budgeted in FY18. This is an after the fact request.

8. Fire Department: Approval to submit a FY16 Assistance to Firefighters Grant for funding to be used for replacement of existing firefighter escape systems, which are reaching end of life expectancy. The total cost for the project is $143,980 with a local match of $14,398. If awarded, this will be budgeted in FY18. This is an after the fact request.

9. Fire Department: Approval to submit a FY16 Assistance to Firefighters Grant for funding to be used to equip, train and implement a swift water rescue team. The total cost for the project is $225,000 with a local match of $22,500. If awarded, this will be budgeted in FY18. This is an after the fact request.

10. Parks-Capital Projects: Approval of a Construction Contract with Chambers and Associates, Inc. in the amount of $67,703 for the renovation of the Moultrie Park Building. The project consists of improvements to the existing 1,250 square foot

playground building at 41 Ashley Avenue including replacement of windows, flooring, ceilings, and lighting, ADA upgrades, and painting along with some limited asbestos abatement. 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 $76,000 project budget of which the $66,703 construction contract will be funded. The funding source for this project is the 2016 Capital Projects, Structural Repairs in the General Operating Budget ($301,000).

11. Parks-Capital Projects: Approval of the Charleston Police Department Team 4 Office Building Construction Contract with J. Musselman Construction, Inc. in the amount of $570,313 for the interior upfit and mechanical replacement for office spaces in the existing building at 3545 Mary Ader in West Ashley. 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 $2,272,584 project budget, of which the $570,313 Construction Contract will be funded. The funding source for this project is the 2015 Installment Purchase Revenue Bond ($1,750,000) and 2015 General Fund Reserves ($522,584).

12. Public Service: Approval for B&C Land Development to perform emergency repairs/replacement of tidal check valve at the Battery in the amount of $48,625. The work was performed as an emergency repair due to the need to replace a failed check valve.

13. Public Service: Approval for Anson Construction Company, Inc. to construct drainage improvements in the amount of $216,200 at Greenleaf Street.

14. Police Department: Approval of a Mutual Aid Agreement with the City of Isle of Palms. The mutual aid agreement was amended in June, 2016. New agreements have been drafted to ensure compliance with the amended statute. The new agreements are replacing the old agreements.

15. The License Committee: (Meeting was held November 22, 2016 at 3:30 p.m., City Hall, 80 Broad Street)

    a. An ordinance to adopt and amend the Business License Ordinance for the City of Charleston, South Carolina, Ordinance Number 1991-153, as amended by Ordinance Numbers 1991-194, 1992-587, 1993-448, 1994-469, 1995-565, 1996-218, 1997-455, 1998-118, 1999-176, 2000-231, 2001-116, 2002-143, 2003-109, 2004-131, 2005-671, 2006-599, 2007-238, 2008-162, 2009-259, 2010-264, 2011-296, 2012-403, 2013-144, 2014-154, and 2015-189 to adopt said ordinance, as amended, as the Business License Ordinance for the City of Charleston, South Carolina, for the fiscal year commencing January 1, 2017.

16. The Committee on Real Estate: (Meeting was held November 22, 2016 at 4:00 p.m. City Hall, 80 Broad Street)

a. Request authority for Mayor to execute the attached Amendment to the Management Agreement between the Old Exchange Building Commission and the City, extending the term of the Agreement from November 23, 2016 to November 23, 2017.

b. Consider the following annexations:

   i. 2319 Savannah Highway (TMS# 310-06-00-114) 1.06 acres, West Ashley (District 7). The property is owned by Hag Re Cdt LLC.

   ii. 771 Longbranch Drive (TMS# 310-01-00-115) 0.33 acre, West Ashley (District 2). The property is owned by Keith Gordon and Janet Wagner-Gordon.

   iii. 2947 Maybank Hwy (TMS# 313-00-00-088) 2.97 acres, Johns Island (District 5). The property is owned by Oak Family Properties LLC.

   iv. Property located on Ashley Hall Plantation Road (TMS# 353-00-00-003 and TMS# 353-00-00-004) 44.59 acres, West Ashley (District 2). The property is owned by the Estate of Rosina Kennerty Siegnious.

3.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Amy Wharton **DEPT.** BFRC

SUBJECT: CUSTOM SAFETY SCREENS

REQUEST: Approval to purchase Custom Safety Screens for the Gaillard Performance Center & Exhibition Hall from Leatherwood Manufacturing, Inc., 4355 Dorchester Rd., Charleston, SC 29405.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** November 22, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
BFRC	X	☐	Gary Cox	☐
Procurement Director	X	☐		☐

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

If yes, provide the following: Dept./Div.: 051346 Account #: 52725

Balance in Account _____ Amount needed for this item $47,920.86

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

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

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

LEATHERWOOD MANUFACTURING INC.
4355 DORCHESTER RD.
CHARLESTON, SC 29405
(843) 744-4500 Phone
(843) 744-8048 Fax

QUOTATION

TO:

CITY OF CHARLESTON
CHARLESTON, SC 29403
(843)724-7315 Fax: (843)723-7300

ATTN: Peter A Hedegor

SHIP TO:

CITY OF CHARLESTON
CHARLESTON, SC 29403
(843)724-7315 Fax: (843)723-7300

ATTN:

Quote No.	Date	Cust No	S/M	Your Referenced Inquiry	Delivery Promise	F.O.B.	Expiration
0011865	10/11/2016	001737	SL	Balcony Screens	See Notes.	DESTINATION	30 DAYS

Item	Quantity	UM	Part	Description	Price $	Extension $
001	38	EA	11865-CMP	CURVED METAL PANEL	956.00	36,328.00
002	1	EA	11865-CMP-DWG	FIELD MESUREMENTS / DRAWING	2,235.00	2,235.00
003	1	EA	11865-CMP-INSTL	CURVED METAL PANEL, INSTALL	6,080.00	6,080.00
				Total for Quote $		44,643.00

This quotation may be withdrawn by us if order is not placed within # of days noted above
Please refer to above quotation number when placing order.
Risk Assessment has been reviewed for this quotation.
Subject to SC Sales Tax unless exemption certificate is provided

By:

\\GLOBALSHOP\Apps\INFISY\BUSINT\ER_QuoteFormLaser.rpt

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Parks/Capital Projects

PRODUCT: Custom Safety Screens

REQUISITION NUMBER: PR165807

VENDOR: Leatherwood Manufacturing, Inc.

DATE: November 10, 2016

1. **Please state the use for this/these product(s).**
   These are infill fall protection screens for the Gaillard Performance Hall upper light rails.

2. **Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.**
   No; custom fabrication work.

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.**
   Leatherwood is the only company that we found that would field measure, provide prototyping, load testing, and deliver custom fabricated metal components of this kind to this location. They produced a prototype unit that works and was approved by the City and the GMC. The screens we want to order are based on their intellectual/design protected and commissioned prototype.

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

   ____**YES** or __X__ **NO**

   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.
   [Not a market product]

SIGNATURE _____ **TITLE** 11/10/2016

COMMITTEE / COUNCIL AGENDA

4.)

TO: John Tecklenburg, Mayor

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

SUBJECT: SC DEPARTMENT OF PUBLIC SAFETY-OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS

REQUEST: To accept the FFY2017 Highway Safety Grant award of $226,158
To fund and outfit 2 new officers for the Traffic Enforcement Team.

COMMITTEE OF COUNCIL: W&M **DATE:** November 22, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Police Department	X	☐		☐
Grants Manager	X	☐		☐

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

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

No City Match Required.

Mayor's Signature: _____
John 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.

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS
P. O. BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

GRANT AWARD

Subgrantee:	City of Charleston		
Grant Title:	City of Charleston Speed Enforcement Initiative		
Grant Period:	10/1/2016 - 9/30/2017	Date of Award:	10/1/2016
Amount of Award:	$226,158	Grant No.:	PT-2017-HS-16-17

In accordance with the provisions of the Highway Safety Act of 1966, 72 Stat. 885, as amended, CFDA No. 20.600, and on the basis of the application for a grant award submitted to the Office of Highway Safety and Justice Programs, the S. C. Department of Public Safety hereby awards to the foregoing Subgrantee, a grant in the amount shown above for the projects specified in the application and within the purposes and categories authorized for the Highway Safety grants.

This grant is subject to conditions set forth within the application and must begin implementation within 90 days following the award date or be subject to automatic cancellation of the grant. Evidence of implementation must be detailed in the first progress report.

The grant shall become effective as of the date of the award, contingent upon the return of the original of this form to the Office of Highway Safety and Justice Programs, signed by the Subgrantee in the space provided below. This award must be accepted within 30 days, and such progress and other reports required by the S. C. Department of Public Safety must be submitted to the Office of Highway Safety and Justice Programs in accordance with regulations.

ACCEPTANCE FOR THE SUBGRANTEE

Signature of Official Authorized to Sign
John Tecklenburg

ACCEPTANCE FOR THE SFA

Ed Harmon, Justice Programs Administrator
Office of Highway Safety and Justice Programs

Phil Riley, Director
Office of Highway Safety and Justice Programs

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO SPECIAL CONDITIONS ATTACHED AND THE TERMS AND CONDITIONS CONTAINED IN THE APPLICATION PAGES.

11. Vehicles purchased utilizing highway safety grant funds must be properly marked with OHSJP required decals. Purchased vehicles must be made or assembled in the United States per Special Condition # 9, and if the subgrantee desires to purchase a vehicle type other than the police sedan, they must provide justification and seek approval from the OHSJP. Police Vehicles and all other equipment items identified in the grant budget should be purchased during the First Quarter of the grant period. A Request for Payment for all purchased grant equipment shall be submitted to the OHSJP no later than May 1, 2017.

12. The City of Charleston Police Department is encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

13. Since the primary function of grant-funded officers is to prevent and reduce collisions, injuries and fatalities by proactive enforcement measures, these officers should only respond to traffic collisions in emergency situations, such as when no other officer is available to respond, or during inclement weather when proactive enforcement is hindered.

14. The City of Charleston Police Department shall participate actively in the Ninth Circuit Law Enforcement Network.

15. The City of Charleston Police Department shall fully participate in the 2017 Law Enforcement DUI Challenge.

16. Please make the following revisions to your approved grant and submit to the OHSJP by the date of the scheduled Pre-Work Conference:

a. Revise the entire grant application to read as a new grant project.
b. Revise the Program Goals to include the year to which the baseline data is referring.
c. Add a Program Goal relative to reducing DUI-related collisions.
d. Add Specific Objectives to reflect a Police Traffic Services grant project (see sample PTS grant application).

17. Any programmatic changes resulting from adjustments in the approved grant budget need to be addressed on pages 7 - 13 of the grant and revised accordingly to reflect the approved grant budget. These revisions are due by the date of the scheduled Pre-Work Conference.

18. The deadline for final grant revisions is June 30, 2017.

FOR ACCOUNTING-GRANTS USE ONLY

NO.	ASSIGNED TO	CLEARED BY	Date
01.	SA & PC		
02.	SA		
03.	SA		
04.	SA		
05.	SA		
06.	SA		
07.	SA & PC		
08.	SA		
09.	SA		

10.	SA		
11.	SA		
12.	PC		
13.	PC		
14.	PC		
15.	PC		
16.	PC		
17.	SA & PC		
18.	PC		

COMMITTEE / COUNCIL AGENDA

5.)

TO: John J. Tecklenburg, Mayor

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

SUBJECT: POLICE DEPARTMENT - SC DEPARTMENT OF PUBLIC SAFETY

REQUEST: To approve the submission of FY16 Special Solicitation VOCA Application for a Victim Resource Coordinator salary, supplies, Training, and two vehicles for a total of $109,467.

COMMITTEE OF COUNCIL: W&M **DATE:** November 22, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Chief of Police	X	☐		☐
Grants Manager	X	☐		☐

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

If yes, provide the following: Dept./Div.: 200000 Account #: 58015

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

A cash match of $21,893 will derive from the 2017 CPD General Fund. Account # 200000 - 58015

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.

STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
VICTIMS OF CRIME ACT GRANT APPLICATION

Grant #

App # T16582

To Be Completed by Project Director

Section 1

County Name: 10 - CHARLESTON

Other county/counties this project will serve: 06 - BERKELEY

Section 2

Grant Period: 6 Months

Begin: 4/1/2017

End: 9/30/2017

Section 3

Project Title: Enhanced Coordination of City of Charleston Police V

Section 4

Project Summary (max. 300 characters): This grant requests funding for a Victims Advocate Resource Coordinator and their supplies, as well as two vehicles, travel, and supplemental items for the Family Violence Unit's victim advocates.

Section 5

Type of Application

a. Initial

b. Year of Funds :

Other:(Specify)

c. Reimbursable

Section 6

a. Organization Type : City

Other:(Specify)

b. U. S. Congressional District 01,06

Section 7

Agency DUNS number*: (fedgov.dnb.com/webform) 077990786

Has your agency registered with Central Contractor Registration (CCR)?* **Yes** (www.sam.gov)

For **Central Contractor Registration (CCR) handbook** click here.

* This data is not required to submit this application but will become necessary for federal reporting requirements if this project is awarded.

FEIN: 57-6000226

Agency Name Charleston Police Department

Address 180 Lockwood Drive

City: Charleston

State: South Carolina

(Please use the Name/Address above instead of this field) Name and Address of Implementing Agency:

10 Digit Zip: 24903-5152

(Area) Phone #: 843-720-3782

(Area) Fax #: 843-579-7518

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

Section 8

BUDGET

Use whole dollars only (For example: $1,500 not $1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
Personnel	$45,104	$11,276	$56,379
Contractual Services	$0	$0	$0
Travel	$3,864	$966	$4,830
Equipment	$35,486	$8,871	$44,357
Renovation/Construction	N/A	N/A	N/A
Other	$3,121	$780	$3,901
TOTAL:	$87,575	$21,893	$109,467
b. PERCENTAGE	80%	20%	100%

Section 9

APPROPRIATION OF NON-GRANTOR MATCHING FUNDS: City

Other (Explain):

BUDGET DESCRIPTION

MATCHING FUNDS

CATEGORIES			GRANTOR	CASH	IN-KIND	TOTAL
PERSONNEL						
SALARIES	% of Time					
Position Title	On Project	Quantity				
Resource Coordinator			$31,727	$7,932	$0	$39,659
		TOTAL SALARIES:	$31,727	$7,932	$0	$39,659
EMPLOYER CONTRIBUTIONS (Fringe Benefits)						
Social Security & Medicare (FICA)			$2,427	$607	$0	$3,034
Retirement			$3,588	$897	$0	$4,485
Worker's Compensation Insurance			$1,158	$289	$0	$1,447
Unemployment Insurance (on first $7,000 only)			$48	$12	$0	$60
Health Insurance			$6,052	$1,513	$0	$7,565
Dental Insurance			$0	$0	$0	$0
Pre-Retirement Death Benefit			$43	$11	$0	$54
Accident Death Benefit (Police Officers)			$0	$0	$0	$0
Other Employer Contributions (Itemize)			$60	$15	$0	$75
TOTAL EMPLOYER CONTRIBUTIONS:			$0	$0	$0	$0
		TOTAL PERSONNEL:	$45,104	$11,276	$0	$56,379
CONTRACTUAL SERVICES:						
(Itemize - DO NOT include professional fees for doctors, psychologists, etc.)						
			$0	$0	$0	$0
		TOTAL CONTRACTUAL SERVICES	$0	$0	$0	$0
TRAVEL:						
(Itemize-include mileage, airline cost, lodging, per diem, parking, car rental)						
Airfare (Including taxes and fees)			$1,488	$372	$0	$1,860
Lodging (2017 GSA Rates for Dallas, TX)			$1,752	$438	$0	$2,190
Per Diem (SC Out-of-State Daily Max)			$384	$96	$0	$480
Ground Transportation			$240	$60	$0	$300
		TOTAL TRAVEL:	$3,864	$966	$0	$4,830

MATCHING FUNDS

CATEGORIES		GRANTOR CASH	IN-KIND		TOTAL
EQUIPMENT ($1,000 or more per Unit):					
(Itemize - DO NOT USE BRAND NAME.- Also, DO NOT include leased or rented items)					
ITEM	QUANTITY				
Resource Coordinator Computer Workstation	1	$2,172	$543	$0	$2,715
Unmarked Victim Advocate Vehicle	2	$33,314	$8,328	$0	$41,642
	TOTAL EQUIPMENT:	$35,486	$8,871	$0	$44,357
RENOVATIONS/CONSTRUCTION: (Describe)					
	TOTAL RENOVATIONS/CONSTRUCTIONS:	N/A	N/A	N/A	N/A
Other (Itemize)					
Resource Coordinator Office Furniture		$1,281	$320	$0	$1,601
Microsoft Visio		$304	$76	$0	$380
Registration-Conference on Crimes Against Women (CAW)		$1,176	$294	$0	$1,470
In-Car GPS and Mount		$360	$90	$0	$450
	TOTAL OTHER:	$3,121	$780	$0	$3,901

BUDGET NARRATIVE

List items under each Budget Category heading. Explain exactly how each item in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided.

BUDGET NARRATIVE (Continued)

GRANT NO. [ ]

ACCEPTANCE OF AUDIT REQUIREMENTS

PLEASE NOTE: State Agencies whose annual audit is covered by the State Auditor's office do not have to complete this form.

We agree to have an audit conducted in compliance with OMB Circular A-133, whichever is applicable. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit ($500,000). If required, we will forward for review and clearance a copy of the completed audit(s), including the management letter if applicable, to:

Stephen Fulmer, Manager
Accounting - Grants, D1
S.C. Department of Public Safety
P.O. Box 1993
Blythewood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency's fiscal year)

1. *Audit Period: Beginning [January 1, 2017] Ending [December 31, 2017]

2. Audit will be submitted to Accounting - Grants by: [September 30, 2018]
(Date)

NOTE: The audit or written certification must be submitted to Accounting - Grants, S.C. Department of Public Safety, **no later than the ninth month after the end of the audit period.**

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite **specifically** that the audit was done in accordance with OMB Circular A-128 or OMB A-133 or in compliance with generally accepted accounting principles in accordance with the Government Auditing Standards, whichever is applicable.

Any information regarding the OMB Circular audit requirements will be furnished by Accounting - Grants, S.C. Department of Public Safety, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

Failure to complete this form will result in your grant award being delayed and/or cancelled.

PROGRAM NARRATIVE

1. ORGANIZATION DESCRIPTION: Describe your organizational activities. A copy of your organizational chart, organizational structure, agency/program brochure, relevant job descriptions, etc. must be submitted. All organizations must justify and document how they currently/or plan to provide effective services to victims. For an existing program, describe your past success with victims. If your organization is new, provide information that your organization is structured and well organized in both fiscal and programmatic areas.

TYPE OF IMPLEMENTING AGENCY: Criminal Justice - Government -- Law Enforcement

County/Counties Implementing Agency Serves: Charleston and Berkeley Counties

County/Counties this Project will Serve: Charleston and Berkeley Counties

City of Charleston, South Carolina

There are an estimated 133,579 residents living within the corporate limits of the City of Charleston [2]. The Charleston Metropolitan Statistical Area (MSA), comprising Charleston, Berkeley, and Dorchester Counties (Tri-county area), has a population of over 712,000. The City of Charleston Police Department's (CPD) jurisdiction covers 131 square miles of territory in Charleston and Berkeley counties. Residents of the Tri-county area commute to the City of Charleston for work, business, recreation, and worship on a regular basis. Additionally, the City of Charleston has been named the #1 city to visit in the United States by Conde Nast and Travel & Leisure magazines for the past 3 years. The distinction has contributed to increased overall growth. Charleston is 1 of 3 fastest growing metropolitan areas on the Atlantic coast.

City of Charleston Police Department-Family Violence Unit

The CPD is one of the largest law enforcement agencies in the state of South Carolina. It is allocated 458 sworn officers and 117 civilians. In a holistic approach to respond to the growing number of domestic violence calls, the City of Charleston Police Department established its Family Violence Unit in 2013 [See Attached: Organizational Chart]. The mission of the Family Violence Unit is to investigate missing persons, to prosecute cases of domestic violence, child abuse, elder/vulnerable adult abuse, and sexual assault; as well as provide services for victims of these crimes. The unit is now composed of, (1) Sergeant, (5) Investigators, (3) Victim's Advocates and (1) Mental Health Counselor. This team works together to gather criminal information, assist victims through the legal process, as well as make victim referrals to other community agencies and service providers.

According to the CPD's policy guide, "Responding to Family Violence," [See Attached: Field Guide] the Victim Advocates provide a number of services that support a victim of crime through the entirety of their justice system experience [See Attached: Victim Advocate-POL].

Victim Advocate duties include:

1. Responding to all requested on-call situations.
2. Reviewing all reports and CDV supplemental reports to identify victims that need to be visited. In particular, this proactive approach has increased the number of victim support opportunities.
3. Interviewing individuals in reference to the incident to evaluate what resources are needed.
4. Contacting supporting family members and service agencies for service referrals and support.
5. Providing one-on-one assistance in filing forms, e.g. Order of Protection and Restraining Order petition.
6. Accompanying the victim to court.
7. Working directly with the criminal investigator where required.
8. Maintaining case records on victimization history, services provided, demographics, etc.
9. Notifying victims and witnesses about the jail status of offenders through the VINE Network
10. Utilizing the South Carolina Victim Assistance Network Emergency Funds to relocate victims and immediate family members to other jurisdictions.

PROGRAM NARRATIVE

II. INTERAGENCY COORDINATION: Outline exactly how your agency promotes interagency coordination in public or private efforts to aid victims of crime. Document your involvement in victims of crime organizations, task forces, coordinating groups, etc. Also, define any procedures your organization has implemented or plans to assist victims seeking assistance through the victim's compensation fund and other related organizations or victim services. If your project is funded, you will be required to submit a Memorandum of Agreement. This document must be customized for your region and signed by all agencies listed on this page.

The Victim Advocates promote interagency coordination with public and private groups by providing referrals and information to help the victims of violent crimes.

FVU advocates connect victims with SOVA funds and other sources of assistance to support medical, burial, and other expenses. The advocates conduct a needs assessment and help in completing the application process. For victims who do not qualify for SOVA funding, the advocates will partner with local organizations to insure their needs are met.

The Victim Advocates coordinate services and resource with the following service providers and crime organizations:

- Ninth Circuit Solicitor's Office
- Family Services
- Department of Veteran Affairs
- Charleston-Dorchester Mental Health
- Charleston County Sheriff's Office

The Victim Advocates are also involved with several victim assistance task forces. These task forces include:

• Charleston County Magistrate Elder Court Project
• County Justice Coordinating Council (MacArthur Foundation Justice Challenge)
• Tri-County Elder Emergency Housing Feasibility Study
• Tri-County Victim Council
• Sexual Assault Response Team (SART) with the Medical University of South Carolina

PROGRAM NARRATIVE

III. VOLUNTEER COORDINATION: Outline your volunteer program, including any activities and illustrations on how the volunteer program is organized and coordinated. List the number of volunteers and how the volunteers are trained, including future plans. Attach any policies for volunteers at the end of this proposal. Even if volunteer hours are not being used as match, documentation of volunteer hours is required under the VOCA guidelines.

Indicate the number of active volunteers who will participate with this project. 2

The FVU receives 2 Bachelors in Social Work students as volunteers each academic year from its partnership with Limestone College. For FY 2017, the FVU will receive a Master in Social Work volunteer/intern for a full academic year. More generally, every volunteer/intern shadows advocates, assists in conducting assessments on a variety of victims, and educate family members in identifying various signs of victimization.
All volunteer/interns are required to document their hours and submit copies of their timesheets.

PROGRAM NARRATIVE

IV. PROBLEM DEFINITION: Describe the problem exactly as it exists in your particular community. The problem definition identifies the nature and magnitude of the specific problem that you wish to address through the proposed program. In addition, analyze the causes of the problem. Remember to document the problem and not the symptoms or solutions of the problem. Document any statements with valid, updated statistical data, outlining the source/date of your information. A needs assessment for victims of crime in your local area is recommended.

PROGRAM NARRATIVE

V. VOCA GRANT STATISTICS:

A. THESE VOCA FUNDS WILL BE USED TO:

- ☐ Expand Services into a new geographic area
- ☐ Offer new types of services
- ☐ Serve additional victim populations
- ☑ Continue existing services to crime victims
- ☐ Other

Other:(Specify)

B. CHECK THE SERVICES TO BE PROVIDED BY THIS VOCA-FUNDED PROJECT:

- ☐ Crisis Counseling
- ☐ Information and Referral
- ☐ Follow-up Contact
- ☑ Criminal Justice Support/Advocacy
- ☐ Therapy
- ☐ Emergency Financial Assistance
- ☐ Group Treatment
- ☐ Emergency Legal Advocacy
- ☐ Crisis Hotline
- ☐ Assistance in Filing Compensation Claims
- ☐ Shelter/Safe House
- ☐ Personal Advocacy
- ☐ Other:(Specify)

PROGRAM AREA: Check the program area under which your organization is applying for funds.

PLEASE CHECK ONLY THE ONE THAT BEST DESCRIBES THIS GRANT'S PURPOSE.

- ☐ Sexual Assault
- ☐ Domestic Violence
- ☐ Child Victims
- ☑ Previously Underserved Victims of Violent Crime
- ☐ Other Violent and Serious Crime/Comprehensive Multiple Services

D. IDENTIFY THE VICTIMS TO BE SERVED BY THE TYPE OF VICTIMIZATION THROUGH THIS VOCA FUNDED PROJECT.

- ☑ Child Victims of Physical Abuse
- ☑ Child Victims of Sexual Abuse
- ☐ Victims of DUI/DWI
- ☐ Victims of Domestic Violence
- ☑ Adult Victims of Sexual Assault
- ☐ Adult Survivors of Incest or Child Sexual Abuse
- ☐ Survivors of Homicide Victims
- ☑ Other Victims of Crime (Identify):

	Adult Victims of Crime
E. Identify the counties this project will serve:	Charleston and Berkeley Counties
F. Projected number of victims this project will serve:	Approximately 120 victims/year

PROGRAM NARRATIVE

VI. PROJECT DESCRIPTION: The purpose of this section is to describe the broad goals of your program. In addition, describe a specific plan for conducting the program and a rationale for the tasks and activites to be employed to address the problem outlined in Section IV. Please outline in detail your overall program so that it is very clear to the reader what you plan to do. This documentation should include all activities from the time you initiate identifying the client to the job descriptions of all positions being funded by VOCA.

PROGRAM NARRATIVE

VII. PROJECT OBJECTIVES: Objectives are specific, quantified statements of expected results of the project. The objectives must be described in terms of measurable events that can be realistically expected under time constraints and resources. Objectives must be related to the problem(s) outlined in Section IV. They should describe who would do what. PLEASE DO NOT LIST ANY TASKS. There should be no more than five (5) objectives and indicators.

Objective 1: Increase on-site advocacy through the purchase of 2 Victim Advocate vehicles.

Objective 2: Shift and increase administrative support for victims by hiring a Family Violence Unit Resource Coordinator.

Objective 3: Improve the knowledge and understanding of Victim Advocates through training.

VIII. PERFORMANCE INDICATORS: Based upon your measurable objectives, state exactly how each objective will be measured. Performance Indicators should be matched to your specific objectives, in a one to one ratio. Performance Indicators are activities that evaluate and document your programs as to whether each activity was successful.

Indicator 1.1:
-Total dollars invested.

Indicator 1.2:
-No. of Advocates equipped with a non-enforcement vehicle.

Indicator 2.1:
-Position description and performance objectives for Resource Coordinator reviewed and approved.

Indicator 2.2:
-Increased referrals and process improvements for victims.

Indicator 2.3:
-More robust volunteer/intern program.

Indicator 3.1:
-No. of victim advocates attending training.

PROGRAM NARRATIVE

IX. PROJECT ASSESSMENT AND EVALUATION: In addition to performance indicators, describe any planned methods or measurement tools that will be used to demonstrate how project activities were successful. Please note that **VOCA funds may not be used** to perform any needs assessments, surveys, evaluations, and/or studies. For the purpose of this section, agency resources must be used for gathering and compiling this information.

In addition to the aforementioned indicators, the Victim Advocate Coordinator will evaluate the project based on the quality of documentation and data, and victim feedback managed by the Resource Coordinator. The success of the CPD's victim services will also be determined by the number of referrals and quality-of-contact that the CPD has with area service providers.

X. PROJECT CONTINUATION: Do you feel that this project will be self-sufficient if federal assistance is no longer available? If no, please explain. Private non-profit agencies: 1) Are you receiving funds from City/County Council? If yes, how much will go toward the continuation of this project? If no, provide extensive, valid documentation that the project cannot be continued with other funding sources (other than these grant funds).

The equipment and supplies are a one-time investment. Electronics, such as the Resource Coordinator Workstation, are placed on a 5-year replacement cycle by the City's Information Technology Department. The City's Fleet services will maintain and insure the grant-funded vehicles.

The grant-funded vehicles will remain assigned to the victims advocates.

The City of Charleston will provide a 20% cash match to the total project budget.

PROGRAM NARRATIVE

XI. SOURCES OF INCOME: List the total income your agency received in the previous fiscal year and is receiving or is expecting to receive in the current fiscal year. Complete ALL the information requested below, showing total budget, including but NOT limited to victim assistance funding. You must demonstrate that at least 25% of your agency's financial support comes from non-federal sources.

SOURCE OF FUNDS (e.g., DHEC, DSS)	TYPE OF FUNDS (e.g., local, state, federal VOCA, VAWA, SVAP, Act 141 funds)	TYPE OF PROGRAM ACTIVITIES (e.g., child abuse, domestic violence)	AMOUNT OF FUNDS PREVIOUS FISCAL YEAR	AMOUNT OF FUNDS CURRENT FISCAL YEAR
See Attachment Detail			$0	$0
	TOTAL:		$0	$0

List any proposals or grant requests that you have submitted to any other agency that you anticipate receiving and that are not outlined above.

SCEMD-2016 HMGP	Federal	Flood Detection & Alert	$0	$170,770
DHS-2016 Countering \	Federal	Diversity Recruitment P	$0	$140,759
			$0	$0
	TOTAL:		$0	$311,529

IMPLEMENTATION SCHEDULE

Implementation Tasks	Person Responsible	Implementation Proposed (Proposed Quarters)				Implementation Actual Time Frame (Actual Dates)				
		1 Qtr	2 Qtr	3 Qtr	4 Qtr	1 Qtr	2 Qtr	3 Qtr	4 Qtr	Date
City Council Accepts Award	Grants Coordinator		X							April 2017
IT Equipment Orders Are Placed	Project Diector		X							May 2017
Vehicle Orders Are Placed	Fleet Services		X							May 2017
Personnel Requisition Completed	Human Resources		X							June 2017
Resource Coordinator Hired	Human Resources			X						Aug. 2017
Vechicles Recieved and Outfitted	Radio Shop			X						Sept. 2017
Grant Closed	Grants Coordinator			X						Sept. 2017

The implementation schedule is intended to give our office a proposed list of activities planned, when they are to be implemented, and the person responsible. Exact dates are not necessary in the "Implementation Proposed Time Frame" section. Please use an "X" to denote which quarter you plan to implement the activity. This schedule will be used to reflect the actual activities, dates, etc. in the "Implementation Actual Time Frame" section when the grant project is monitored.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

1. **Availability of Federal Funds**: This grant award is contingent upon availability of federal funds approved by Congress.

2. **Applicable Federal Regulations**: The Subgrantee must comply with the Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions; A-87 Cost Principles for State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions; and, A-122 Cost Principles for Non-Profit Organizations. Also, the Subgrantee must comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66 (formerly OMB Circular A-102), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3. **Allowable Costs**: The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars referenced above.

4. **Audit Requirements**: The subgrantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by the State Funding Agency (SFA) and/or any of their duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with the OMB Circular. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the subgrantee has not expended the amount of federal funds that would require a compliance audit. The subgrantee agrees to accept these requirements by the completion of Page 6 of this application. **The State Funding Agency (SFA) will only pay the grant portion of compliance audit costs and only if a compliance audit is required. Funding of accounting services is not allowed.**

5. **Equal Employment Opportunity**: No person shall on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under subgrants awarded pursuant to the Act governing these funds or any project, program, activity or subgrant supported by such requirements of Title VI of the Civil Rights Act of 1964, and all applicable requirements pursuant to the regulations of the Department of Commerce (Title 15, code of Federal Regulations, Part 8, which have been adopted by the Federal Funding Agency); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Labor Regulation 41 CFR Part 60; and the Department of Justice Non-discrimination Regulations 28 CFR Part 42, Subparts C, D, E and G. The subgrantee must therefore ensure it has a current Equal Employment Opportunity Program (EEOP) which meets the requirements of 28 CFR 42.301. The Subgrantee further agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of The EEOP, as supplemented in Department of Labor Regulations 41 CFR Part 60.
The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to the SFA.

6. **Conflict Of Interest**: Personnel and other officials connected with this grant shall adhere to the requirements given below:

a. **Advice**: No official or employee of a state or unit of local government or of nongovernment grantees/subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

b. **Appearance:** In the use of these grant funds, officials or employees of state or local units of government and nongovernmental grantees/subgrantees shall avoid any action which might result in, or create the appearance of:

1) Using his or her official position for private gain;
2) Giving preferential treatment to any person;
3) Losing complete independence or impartiality;
4) Making an official decision outside official channels; or
5) Affecting adversely the confidence of the public in the integrity of the government or the program.

7. **Bonding**: It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant, including match.

8. **Non-Supplanting Agreement**: The subgrantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled.

9. **Project Implementation**: The Subgrantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first progress report.

10. **Written Approval of Changes**: Any changes to this subgrant, which are mutually agreed upon, must be approved, in writing, by the SFA prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

Budget Revision Requirements: There will be no limit on the amount that can be expended for any one line item so as long as the total expended for the budget category does not exceed the total budgeted for the category by more than 10% and if the quantity of personnel or equipment does not change.
A budget revision will not be required unless:
a) The expanded amount in a major budget category exceeds the amount budgeted for the amount budgeted for that major budget category by 10%. The major budget categories are: Personnel, Consultant Services, Travel, Renovation/Construction, Equipment and Other.
b) The quantity of Personnel or Equipment changes.
c) An item to be purchased is not listed in the grant budget.

11. **Contract Approval Requirements**: The Subgrantee must receive approval of all contract agreements for services and products from the SFA **prior to execution.** The contract will require review and approval by appropriate staff. Every contract will identify by name all researchers, agents or vendors providing the service or product stipulated. If written approval of the contract is given, an executed copy of the contract must be submitted to the SFA prior to payment or within 30 days of signature, whichever comes first. In addition to the above requirements, consultant contractors (both individual and consulting firm) will be required to file six months progress and quarterly reports. Such reports will include an accounting of all financial transactions completed during the reporting period as well as a description of the actual services provided. Final progress, narrative and fiscal reports will be required within 30 days after the completion of the contract. The final fiscal report must contain a complete accounting of financial transactions for the entire contract period. In the final narrative report, the contractor must provide a specific statement as to the total services or products provided under the terms of the contract.

12. **Individual Consultants**: Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of $450.00 per day.

13. **Dual Employment Compensation**: Dual employment compensation must be approved by the SFA prior to contracting with consultants. An appropriate dual employment compensation form must be completed and submitted to the SFA.

14. **Sole Source Procurement**: Use of sole source procurement is discouraged. Sole source purchases will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code. All sole source purchases will require the explicit prior written approval of the SFA.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

15. **Bidding Requirements**: The subgrantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable.

Purchases $2,500.00 and less: Purchases not exceeding $2,500 may be accomplished without securing competitive quotations if the prices are considered fair and reasonable. Subgrantee grant budget items equal to or less than $2,500 will be evaluated by SCDPS Programmatic staff at the time of grant budget approval, and only fair and reasonable costs will be approved for inclusion in the subgrantee grant budget.

Purchases from $2,500.01 to $10,000: On any item, including those bid in the aggregate, whose total cost is between $2,500.01 and $10,000, written solicitation of written bids/quotes from a minimum of three qualified sources of supply must be made. The award shall be made to the lowest responsive and responsible sources.

Please refer to the Administrative Procurement Procedures at http://www.scdps.gov/ohsjp/oag.asp/ for further information.

16. **Personnel and Travel Costs:** Personnel and Travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to all activities and personnel of the agency, regardless of the source funding. Travel costs: If travel costs are included in the grant application, a copy of the agency's policies and procedures manual, or the agency Board's signed minutes must be submitted with the application, specifically outlining mileage and per diem rates of reimbursement. However, reimbursable amounts for mileage and per diem must not exceed the amount approved by state guidelines, regardless of the agency's policy. Lodging costs must not exceed the federal rate established by the General Services Administration. These rates vary by location and season and are updated annually at www.gsa.gov. Attendees will only be reimbursed up to the maximum allowable rate of the GSA, excluding taxes and surcharges.

17. **Rental Cost**: The SFA will only pay the grant portion of rental costs. Grant participation in mortgage payments is unallowable. Prior to final approval of rental costs, a copy of the lease agreement must be provided to the SFA as well as the total square footage included in the rental agreement and the amount of square footage requested to be funded under this grant. The Subgrantee must request approval, in writing, when:

a. The total rental space requirement, including space for files, conference, mail, supply, reproduction and storage rooms, is in excess of 150 square feet per employee. Space required for intermittent and/or part-time employees may be included in the space requirement.

b. The rental charge exceeds $10 monthly per square foot. The subgrantee must certify in writing that the requested rental charge is consistent with the prevailing rates in the local area and shall maintain documentation in its files to support such a determination.

18. **Obligation of Grant Funds**: Grant funds may not, without advance written approval by the SFA be obligated prior to the effective date of award or approved revision. No obligations are allowed after the end of the grant period, and the final request for payment must be submitted no later than 45 calendar days after the end of the grant period.

19. **Utilization and Payment of Grant Funds**: Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget. Items must be in the subgrantee's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit.

Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Grants failing to meet this requirement, without prior written approval, are subject to cancellation. Claims for reimbursement must be fully documented as detailed in the Request for Payment Instructions.

20. **Recording and Documentation of Receipts and Expenditures**: Subgrantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property, and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

21. **Financial Responsibility**: The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the Office of Highway Safety and Justice Programs guideline manual entitled, "Financial
and Administrative Guide for Grants."

a) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.

b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.

c) The accounting system should provide accurate and current financial reporting information.

d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

e) Co-mingling of Funds: The accounting system must ensure that agency funds are not co-mingled with funds from other federal agencies. Each award must be accounted for separately. Subgrantees are prohibited from commingling funds on either a program-by-program basis or a project-by-project basis. Funds specifically budgeted and/or received for one grant may not be used to support another.

22. **Reports**: The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as the SFA may reasonably require, including quarterly financial reports, progress reports, final financial reports and evaluation reports.

23. **Program Income**: All program income generated by this grant during the project must be reported to the SFA quarterly (on the quarterly fiscal report) and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from the SFA.

24. **Retention of Records**: Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved.

25. **Property Control**: Effective control and accountability must be maintained for all personal property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subgrantees should exercise caution in the use, maintenance, protection and preservation of such property.

a. Title: Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subgrantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

b. Property Control Record Form: At the time the final request for payment is submitted, the subgrantee must file with the SFA a copy of the Property Control Record Form (provided by the SFA) listing all such property acquired with grant funds. The subgrantee agrees to be subject to a biennial audit by the SFA and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form.

c. Use and Disposition: Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subgrantee shall request, in writing, disposition instructions from the SFA prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to the SFA immediately.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

26. **Performance**: This grant may be terminated or fund payments discontinued by the SFA where it finds a substantial failure to comply with the provisions of the Act governing these funds or regulations promulgated, including those grant conditions or other obligations established by the SFA. In the event the subgrantee fails to perform the services described herein and has previously received financial assistance from the SFA, the subgrantee shall reimburse the SFA the full amount of the payments made. However, if the services described herein are partially performed, and the subgrantee has previously received financial assistance, the subgrantee shall proportionally reimburse the SFA for payments made.

27. **Deobligation of Grant Funds**: All grants must be deobligated within forty-five(45) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by the SFA.

28. **Project Evaluation Report:** Any formal evaluation report must be received by the SFA not later than 45 days after the end of the reporting period.

29. **Copyright**: Except as otherwise provided in the terms and conditions of this grant, the subgrantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or state funding agency (SFA) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or SFA purposes:

a. the copyright in any work developed under this grant or through a contract under this grant; and,

b. any rights of copyright to which a subgrantee or subcontractor purchases ownership with grant support.

The federal government's rights and/or the SFA's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

30. **Cash Depositories**: Subgrantees are required to deposit grant funds in a federally insured banking institution, and the balance exceeding insurance coverage must be collaterally secured.

31. **Furniture Purchase Requirements** (For State Agencies Only): The SFA requires that furniture funded by the grant (both grantor and match) be purchased through the South Carolina Department of Corrections, Prison Industries Program (PI). The subgrantee may purchase grant funded furniture through another vendor only if, (a) PI is unable to guarantee delivery within eight (8) weeks of the placement of the order, or (b) the subgrantee receives a bid for furniture of equal or higher specifications for less than the PI cost. If (a) or (b) is utilized, the Project Director or Authorized Official must certify this process. The certification must accompany the Request for Payment for the applicable items.

Regardless of purchase source, the PI cost will be the maximum allowed by the grant. The maximum limit applies to Grantor funds and Match funds and any combination of the two. The subgrantee should contact a customer services representative at PI at 1-800-922-8121.

32. **Americans with Disabilities Act of 1990 (ADA)**: The subgrantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

33. **Compliance With Section 504 Of The Rehabilitation Act of 1973 (Handicapped)**: All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all of its subgrantees, contractors, subcontractors, assignees or successors.

34. **Utilization of Minority Businesses**: Subgrantees are encouraged to utilized qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

35. **Confidential Information**: Any reports, information, data, etc., given to or prepared or assembled by the subgrantee under this grant which the SFA requests to be kept confidential shall not be made available to any individual or organization by the subgrantee without prior written approval of the SFA.

36. **Political Activity**: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

37. **Debarment Certification**: The subgrantee must comply with Federal Debarment and Suspension regulations by requiring completion of "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" by subrecipients prior to entering into a financial agreement with the subrecipients for any transaction as outlined below:

a. Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is $25,000 and is a cumulative amount from all federal funding sources).

b. Any procurement contract for goods and services, regardless of amount, under which the subrecipient will have a critical influence on or substantive control over the transaction.

The subgrantee is responsible for monitoring the submission and maintaining the official document.

38. **Drug-Free Workplace Certification**: This Certification is required by the S. C. Drug-Free Workplace Act #593 of 1990 and federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989 Federal Register, **require certification by state agency subgrantees** that they will maintain a drug-free workplace. The South Carolina Drug-Free Workplace Act **requires certification** by all **subgrantees receiving $50,000 or more**. The Certification is a material representation of fact upon which reliance will be placed when the SFA determines to award the grant. False Certification or violation of the Certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.

39. **Disclosure of Federal Participation**: In compliance with Section 623 of Public Law 102-141, the subgrantee agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the Project unless the subgrantee:

a. specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of Federal funds that will be used to finance the acquisition; and,

b. expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of $500,000 or more.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

40. **Publications**: The subgrantee agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subgrantee describing programs or projects funded in whole or in part with federal funds, shall contain the following statement:

"This project was supported by Federal Formula Grant # (Please contact Program Coordinator for Number), awarded by the Office of Juvenile Justice and Delinquency Prevention, U.S. department of Justice through the South Carolina Department of Public Safety. The Assistant Attorney General, Office of Justice Programs, coordinates the activities of the following program offices and bureaus: Bureau of Justice Assistance, Bureau of Justice Statistics, National Institute of Justice, Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. A point of view or opinions contained within this document are those of the author and does not necessarily represent the official position or policies of the U.S. Department of Justice."

The subgrantee also agrees that one copy of any such publications will be submitted to the SFA to be placed on file and distributed as appropriate to other potential subgrantees or interested parties. The SFA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subgrantee.

41. **Closed-Captioning of Public Service Announcements**: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal Government shall include closed captioning of the verbal content of such announcement.

42. **Non-Profit Organization Special Requirement**: In accordance with the revised OMB Circular A-110, effective February 10, 1987, non-profit organizations shall maintain advances of federal funds in interest bearing accounts. Interest amounts earned on all advances of Federal grant funds up to $250 per fiscal year may be retained by the recipient for administrative expense. This amount is not per award but from all funds received as a result of Federal programs. Annually remit interest earned (over and above the $250 per fiscal year) on advances of Federal grant funds to the United States Department of Health and Human Services, Division of Payment Management Services, Post Office Box 6021, Rockville, MD 20852. In order to simplify compliance with this requirement, we suggest that the subgrantee have a separate bank account for funds received under this grant.

43. **Victims' Compensation Benefits**: All victims served under VOCA, VAWA or SVAP funded programs must be referred, when appropriate, for Victim's Compensation benefits. VOCA, VAWA or SVAP funds should pay for medical and counseling services only when those services are not payable under Victim's Compensation guidelines and are specifically identified within the grant.

44. **Direct Service Cost**: Only costs which are related to the provision of direct services to crime victims are allowable under VOCA, VAWA or SVAP. Community crime prevention, and legislative advocacy are examples of activities not eligible for VOCA, VAWA or SVAP funding support. (Indirect Cost is strongly discouraged.)

45. **Training**: An eligible subgrantee of crime victim assistance grant funds may only include as a budget item the reasonable cost of staff development for those persons (salaried and volunteer staff) who provide direct services to crime victims. Also included as an allowable cost are the necessary and reasonable travel expenses related to the participation of

direct service staff in eligible training programs. Such costs are, however, permitted only within the state or a comparable geographic region. Approval is provided on a case by case basis, requiring prior written approval from the SFA. All SVAP grant funded personnel must attend a minimum of one (1) training directly related to Violence Against Women issues during the grant period. All conferences/trainings must receive prior written approval from the SVAP Program Coordinator. A written summary of the trainings attended must be submitted within one month from the date of the training.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

46. **Eligibility Requirements**: The subgrantee must demonstrate a record of providing effective direct services to crime victims. This includes having the support and approval of the subgrantee's services by the community, a history of providing direct services in a cost-effective manner, and have substantial financial support from non-federal sources. In order to ensure financial stability. In order to be eligible to receive VAWA funds, the subgrantee must be able to document that at least 25% of its financial support comes from non-federal sources.

47. **Fiscal Regulations**: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the SFA Guidelines or "Special Conditions" placed on the grant award.

48. **Compliance Agreement**: The subgrantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by the SFA. Failure to comply could result in a "Stop Payment" being placed on the grant.

49. **Suspension or Termination of Funding**: The SFA may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subgrantee for any of the following reasons:

a. Failure to comply substantially with the requirements or statutory objectives of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; Block Grants Program Guidelines issued thereunder, or other provisions of Federal Law.
b. Failure to adhere to the requirements, standard conditions, or special conditions.
c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.
d. Failure to submit reports.
e. Filing a false certification in this application or other reports or documents.
f. Other good cause shown.

VICTIMS OF CRIME ACT GRANT CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (SFA) determines to award the covered transaction, grant or cooperative agreement

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over $100,000, as defined by the applicable CFR, the applicant certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable CFR --

A. The applicant certifies that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

(4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

VICTIMS OF CRIME ACT GRANT CERTIFICATIONS

3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO GRANTEES **RECEIVING $50,000 OR MORE AND ALL STATE AGENCIES REGARDLESS OF GRANT AMOUNT.**

As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace Act of 1988 and implemented
under the applicable CFR for grantees --

The applicant certifies that it will or will continue to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation and employee assistance programs, and

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) --**APPLICABLE TO GRANTEES RECEIVING $50,000 OR MORE.**

As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for grantees --

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

VICTIMS OF CRIME ACT GRANT CERTIFICATIONS

GRANT NO.

CERTIFICATION BY PROJECT DIRECTOR *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

(Please use the distinct name fields below) Name:

Prefix: Mrs.

First Name: Catrice

Middle Name:

Last Name: Smalls

Suffix:

Title: Victim Advocate

Agency: City of Charleston Police Department

Mailing Address 180 Lockwood Drive

City: Charleston

State: South Carolina

10 Digit Zip: 29403-5152

Phone Number: 843-720-2425

Fax Number: 843-579-7518

E-Mail Address: catrices@charleston-sc.gov

Signature:

Bonded: **Yes**

CERTIFICATION BY FINANCIAL OFFICER *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

(Please use the distinct name fields below) Name:

Prefix: Mrs.

First Name: Amy

Middle Name: K.

Last Name: Wharton

Suffix:

Title:

	Chief Financial Officer
Agency:	City of Charleston
Mailing Address	116 Meeting Street
City:	Charleston
State:	South Carolina
10 Digit Zip:	29401-2901
Phone Number:	843-579-7596
Fax Number:	843-720-3901
E-Mail Address:	whartona@charleston-sc.gov
Signature:	
Bonded:	**Yes**

VICTIMS OF CRIME ACT GRANT CERTIFICATIONS

GRANT NO.

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

The Omnibus Appropriations Act of 1996 requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for law enforcement and/or criminal justice activities. In compliance with that mandate, I certify that the receipt of federal funds through the State Funding Agency shall in no way supplant or replace state or local funds or other resources that would have been made available for law enforcement and/or criminal justice activities.

(Please use the distinct name fields below) Name:	John
Prefix:	The Honorable
First Name:	John
Middle Name:	J.
Last Name:	Tecklenburg
Suffix:	
Title:	Mayor
Agency:	City of Charleston
Mailing Address	80 Broad Street
City:	Charleston
State:	South Carolina
10 Digit Zip:	29401-2901
Phone Number:	843-724-3739
Fax Number:	843-720-3827
E-Mail Address:	tecklenburgj@charleston-sc.gov
Signature:	

Bonded: **Yes**

* **NOTE**: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT SFA APPROVAL.

VICTIMS OF CRIME ACT GRANT CERTIFICATIONS

CHECK LIST

THE FOLLOWING IS A CHECKLIST FOR THE ORGANIZATION SUBMITTING THE PROPOSAL.

☐ Proposal addresses priority areas as established by guidelines.

☐ Documentation is included that existing program provides effective services and has adequate financial support.

☐ Documentation is included that project utilizes volunteers, and states approximate number of volunteers currently working.

☐ Documentation clearly outlines significant involvement in coordinating services with all other applicable victim organizations.

☐ Documentation is included that illustrates the organization assists victims in seeking victim compensation benefits.

☐ All appropriate signatures for the proposal have been obtained. Each of the three different official people have listed three different addresses and emails.

☐ **Proposal is received by 5:00 pm by due date.**

☐ Proposal outlines that an evaluation of victims' needs in a particular community has been or will be conducted.

☐ Letter from Board Chairman is included, if private non-profit.

☐ Organizational Chart is included.

☐ IRS written certification is included.

☐ Terms and Conditions pages have been read.

☐ Objectives state who, will do what, by when and also state the approximate number of victims and/or trainees who will receive services through this project.

☐ Statements made in "Problem Definition" section are documented with current, valid, statistical data, outlining the source/date of the information provided.

☐ "Source of Income" page is complete with all requested information, showing total agency income and budget, including, but not limited to, victim assistance funding.

☐ Job description(s) for staff/volunteer(s) who will be funded by this project, or a job description of the person using the equipment purchased by this project (if this is an equipment-only grant), is included in the proposal.

☐ Continuation Proposal contains documentation that efforts have been made to obtain permanent funding.

REQUEST FOR GRANT EXTENSION AND/OR REVISION

Date:

SUBGRANTEE : Charleston Police Department

GRANT TITLE : Enhanced Coordination of City of Charleston Police Victim Serv

Type of Request:

☐ Programmatic Revision

☐ Budget Revision:

☐ 1. REQUEST FOR EXTENSION

Last Approved Grant Period:	Begin Date:		End Date:	
Proposed Grant Period:	Begin Date:		End Date:	

Section 1a.

JUSTIFICATION FOR PROPOSED EXTENSION:

☐ 2. REQUEST FOR BUDGET AND/OR PROGRAMMATIC REVISION

Specific Area(s) to be revised	Current Approved Federal Amount	Requested Amount	Difference (+) (-)
Personnel	$0	$0	$0
Contractual Services	$0	$0	$0
Travel	$0	$0	$0
Equipment	$0	$0	$0
Other	$0	$0	$0
Total	$0	$0	$0

JUSTIFICATION FOR THE REQUESTED REVISION:

PAGE NUMBER(S) OF REVISED GRANT PAGES:

3. SUBGRANTEE GRANT OFFICIAL:

Print Name:

Signature: (Signature not required for Electronic Submissions)

FOR STATE FUNDING AGENCY ONLY:

Senior Accountant

Date

Initial

Program Coordinator

Date

Initial

Availability of Funds:

Date

Initial

Comments:

(6.)

COMMITTEE / COUNCIL AGENDA

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 accept the Youth Service America Grant award in the amount of $500 for the Global Youth Service Day. This award will engage 500 youth throughout the Charleston Community in service-learning, community service and volunteerism.

COMMITTEE OF COUNCIL: W&M DATE: November 22, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Director-MOCYF	☐	☐		☐
Grants Manager	☑	☐		☐

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

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

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.

2017 Global Youth Service Day Lead Agency MOU

This Memorandum of Understand (MOU) is a contractual agreement between YSA (Youth Service America) and the Lead Agency (LA) to provide each other resources in coordinating Global Youth Service Day (GYSD) 2017.

GYSD is an international event held in over 100 countries from Friday, April 21 to Sunday, April 23, 2017. YSA will collaborate with the LA in coordinating city, regional, or state based GYSD activities as defined below.

Both YSA and the LA adopt the agreements below. It is also noted that both parties can make changes with the agreement of both parties to this MOU. In such a case an addendum to this agreement can be written and signed. For any questions or clarifications contact Chris Wagner, Director of Partnerships at YSA, 202-650-5052 or at cwagner@ysa.org.

YSA (Youth Service America) agrees to the following:

- YSA will provide the LA with training, technical assistance, newsletters, webinars and consultation, with YSA's Outreach Manager.
- YSA will add a link to the LA's website on www.YSA.org and www.GYSD.org.
- YSA will provide logos (YSA, GYSD and State Farm), press and calendar release templates, GYSD talking points, and State Farm-approved promotional language to assist the LA in promoting its GYSD events.
- YSA will provide government outreach resources, including invitation and proclamation/resolution templates.
- YSA will consider Lead Agency activities for inclusion in YSA-led communications initiatives.
- YSA will provide an online project registration system on www.GYSD.org for LA and their partners.
- YSA will prioritize the LA and their partners (if identified) when applying to YSA's grants, programs, and awards.
- YSA will provide drafts of the LA Progress Report and Final Report by January 1, 2017.
- YSA will consider the LA along with all other grantees for the $15,000 in prizes that are available to Lead Agencies in the categories of scale, visibility, and impact.

LA (Lead Agency) agrees to the following:

- LA will organize GYSD events in their area (city, region or state) between Friday, April 21 and Sunday, April 23, 2017.
- LA will utilize its own promotional partners, networks, businesses and media relationships, and resources, including its website, social media, email, newsletters, and branded flyers and posters to raise additional funds and the visibility of GYSD, its partners, specific events in the LA's community, and the LA itself.
- LA is required to brand all related service activities as Global Youth Service Day events (this can be in conjunction with other LA branding), and to brand all promotional materials with the GYSD and State Farm logos (in addition to other LA relevant logos)
- LA will identify the priority area(s) below (based on the awarded tier option above) and collaborate with YSA and the other Lead Agencies to strengthen these area(s) as the LA plans for GYSD.

2017 Global Youth Service Day Lead Agency MOU

- Recruiting first time youth service participants
- Integrating youth voice and youth leadership
- Cultivating partnerships and/or building a coalition
- Developing school-community partnerships
- Building the 4Cs and 21st century workforce skills into your programs
- Improving visibility and marketing
- Integrating policy and advocacy into your programs

- LA will use planning grant funds for staff compensation, mini-grants, project supplies, partner meetings, promotional materials and other expenses. However, LA decides to use funds, they must be disclosed in the final report.
- LA will contribute and share its knowledge and expertise with YSA and the other LAs.
- LA will engage a minimum of 10 partners, including community-based organizations and at least one school, when planning for GYSD in their area.
- LA will plan a high-profile signature service project and/or a recognition/celebration event on GYSD (April 21-23, 2017), and invite members of the media, community leaders, public and elected officials, and VIP to participate.
- LA agrees to inform YSA's Manager of Outreach of personnel changes associated with the LA program.
- LA will promote YSA resources, grants, youth awards, programs, and training opportunities to partners, networks, schools, and youth.
- LA will distribute to its GYSD partners YSA's press release templates, social media messaging, visibility and marketing resources, and encourage the partners to promote YSA to its own media contacts.
- LA agrees to ensure that their and their partners' GYSD events are registered on www.GYSD.org by Monday, March 27, 2017. LA agrees to share this link with their partners to ensure all GYSD projects are registered.
- LA agrees to complete the Lead Agency Program's progress report by Monday, February 27th and the final report by Monday, May 15th, 2016.

INSURANCE: The Grantee shall keep in force at its expense, public liability insurance (provided by the South Carolina Insurance Reserve Fund or other insurance provider chosen by the City of Charleston) with a limit not to exceed the amounts listed below for damages as the result of any one occurrence including damages for care and loss of services, because of personal injury sustained by one or more persons, because of all property damage sustained by one or more persons or organizations, or by any combination of personal injury or property damage sustained by one or more persons or organizations:

a) A limit of Three Hundred Thousand and No/100 ($300,000.00) Dollars per person arising because of loss from a single occurrence on account of bodily injuries, because of property damage sustained, or by any combination of personal injury or property damage; and

b) A total sum not to exceed Six Hundred Thousand ($600,000.00) Dollars as the result of any one occurrence, accident or disaster.

LIMITATION OF LIABILITY: Grantee agrees and acknowledges that in no event shall State Farm, YSA, their directors, officers, employees, affiliates, or agents be liable for indirect, special, incidental, or consequential damages of any kind arising from or relating to the service project contemplated by this MOU to the extent such damages arise from the negligence of the Grantee, its employee or agents,

2017 Global Youth Service Day Lead Agency MOU

even if YSA is expressly advised of the possibility of such damages. In no event shall YSA's liability under this MOU for damages exceed the amount of the grant under this MOU. Some jurisdictions may not enforce such limitations; therefore, this provision is enforceable to the full extent permitted by applicable law.

The MOU must be signed by someone authorized to approve the MOU. The below electronic signature will serve as your organization's agreement to the MOU.

Lead Agency agrees to engage 500 youth in service projects for Global Youth Service Day in exchange for YSA's $1,000 planning grant sponsored by State Farm that can be used for staff compensation, mini-grants, project supplies, partner meetings, promotional materials and other expenses related to the planning and implementation of GYSD.

☐ Yes, I agree

Organization Name

Name of Lead Agency Representative signing MOU

Check Recipient Name - Enter the name of the organization or individual the GYSD Lead Organizer grant check should be made out to.

Attention Line

Mailing Address Line 1

Mailing Address Line 2

City

State (Please use 2 letter abbreviation)

Zip/Postal Code

Submit

2017 Global Youth Service Day Lead Agency MOU

Chris Wagner
Director of Partnerships YSA

7.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Chief Karen Brack **DEPT.** Fire Department

SUBJECT: FY16 ASSISTANCE TO FIREFIGHTERS GRANT (AFG)

REQUEST: Request to submit for a FY16 AF grant for funding to be used to implement a Community Paramedicine/SWAT Medic program. Total cost for project is $95,000.00.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** November 22, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Fire Department	x	☐		☐
	☐	☐		☐

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

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: The local match for this grant is $9,500.00. If awarded, to be budgeted for in FY2018.

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 J. TECKLENBURG
MAYOR

South Carolina

KAREN E. BRACK
FIRE CHIEF

Charleston Fire Department

To: Mayor John J. Tecklenburg
City Council Members
From: Chief Karen E. Brack
Date: November 14, 2016
Subject: FY 2016-Assistance to Firefighters Grant

The purpose of the FY16 Assistance to Firefighters Grant is to support state and local efforts to reduce fire related deaths and injuries to Firefighters. This program was started after 9/11 to provide departments with access to Federal funding for equipment and resources not readily available at the local level.

The Charleston Fire Department (CFD) is requesting permission to apply for three (3) grants in this cycle which closes November 18, 2016. This will be an after the fact request. The CFD was not able to submit the required documentation earlier due to extended administrative tasks which were associated with the aftermath of Hurricane Matthew.

The following items will be submitted under the above grant:

- Flooding and Water Rescue – funds to support, train and implement a Swift Water Rescue Team.
  The total cost to complete this project is $225,000.00 with a 10% local match of $22,500.00.

- Bailout Kits- Funds to replace our existing firefighter escape systems; these units are reaching end of life expectancy and costs of repairs have become significant.
  The total cost to complete this project is $143,980.00 with a 10% local match of $14,398.00.

- Community Paramedicine/SWAT Medic – Funds to implement a home assistance program for the elderly and those recently discharged from a local hospital that require follow up care, outfit a team to assist law enforcement officers at high risk events and provide immediate advanced medical care to victims as necessary during active shooter events.
  The total cost to complete this project is $95,000.00 with 10% local match of $9,500.00

The total local match cost for all three projects would be $46,398.00. If awarded, funding would be requested in the FY18 budget cycle.

1451 KING STREET EXT., CHARLESTON, SOUTH CAROLINA 29405 • PHONE (843) 720-1981• FAX (843) 720-3991

Feel free to contact me with any questions. Thank you for your consideration.

1451 KING STREET EXT., CHARLESTON, SOUTH CAROLINA 29405 • PHONE (843) 720-1981• FAX (843) 720-3991

8.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Chief Karen Brack **DEPT.** Fire Department

SUBJECT: FY16 ASSISTANCE TO FIREFIGHTERS GRANT (AFG)

REQUEST: Request to submit for a FY16 AF grant for funding to be used for replacement of existing firefighter escape systems, which are reaching end of life expectancy. Total cost for project is $143,980.00.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** November 22, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Fire Department	x	☐		☐
	☐	☐		☐

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

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: The local match for this grant is $14,398.00. If awarded, to be budgeted for in FY2018.

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 J. TECKLENBURG
MAYOR

South Carolina

KAREN E. BRACK
FIRE CHIEF

Charleston Fire Department

To: Mayor John J. Tecklenburg
City Council Members
From: Chief Karen E. Brack
Date: November 14, 2016
Subject: FY 2016-Assistance to Firefighters Grant

The purpose of the FY16 Assistance to Firefighters Grant is to support state and local efforts to reduce fire related deaths and injuries to Firefighters. This program was started after 9/11 to provide departments with access to Federal funding for equipment and resources not readily available at the local level.

The Charleston Fire Department (CFD) is requesting permission to apply for three (3) grants in this cycle which closes November 18, 2016. This will be an after the fact request. The CFD was not able to submit the required documentation earlier due to extended administrative tasks which were associated with the aftermath of Hurricane Matthew.

The following items will be submitted under the above grant:

- Flooding and Water Rescue – funds to support, train and implement a Swift Water Rescue Team.
  The total cost to complete this project is $225,000.00 with a 10% local match of $22,500.00.

- Bailout Kits- Funds to replace our existing firefighter escape systems; these units are reaching end of life expectancy and costs of repairs have become significant.
  The total cost to complete this project is $143,980.00 with a 10% local match of $14,398.00.

- Community Paramedicine/SWAT Medic – Funds to implement a home assistance program for the elderly and those recently discharged from a local hospital that require follow up care, outfit a team to assist law enforcement officers at high risk events and provide immediate advanced medical care to victims as necessary during active shooter events.
  The total cost to complete this project is $95,000.00 with 10% local match of $9,500.00

The total local match cost for all three projects would be $46,398.00. If awarded, funding would be requested in the FY18 budget cycle.

1451 KING STREET EXT., CHARLESTON, SOUTH CAROLINA 29405 • PHONE (843) 720-1981• FAX (843) 720-3991

Feel free to contact me with any questions. Thank you for your consideration.

1451 KING STREET EXT., CHARLESTON, SOUTH CAROLINA 29405 • PHONE (843) 720-1981• FAX (843) 720-3991

9.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Chief Karen Brack **DEPT.** Fire Department

SUBJECT: FY16 ASSISTANCE TO FIREFIGHTERS GRANT (AFG)

REQUEST: Request to submit for a FY16 AF grant for funding to be used to equip, train and implement a swift water rescue team. Total cost for the project is $225,000.00.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** November 22, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Fire Department	x	☐		☐
	☐	☐		☐

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

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: The local match for this grant is $22,500.00. If awarded, to be budgeted for in FY2018.

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 J. TECKLENBURG
MAYOR

South Carolina

KAREN E. BRACK
FIRE CHIEF

Charleston Fire Department

To: Mayor John J. Tecklenburg
City Council Members
From: Chief Karen E. Brack
Date: November 14, 2016
Subject: FY 2016-Assistance to Firefighters Grant

The purpose of the FY16 Assistance to Firefighters Grant is to support state and local efforts to reduce fire related deaths and injuries to Firefighters. This program was started after 9/11 to provide departments with access to Federal funding for equipment and resources not readily available at the local level.

The Charleston Fire Department (CFD) is requesting permission to apply for three (3) grants in this cycle which closes November 18, 2016. This will be an after the fact request. The CFD was not able to submit the required documentation earlier due to extended administrative tasks which were associated with the aftermath of Hurricane Matthew.

The following items will be submitted under the above grant:

- Flooding and Water Rescue – funds to support, train and implement a Swift Water Rescue Team.
  The total cost to complete this project is $225,000.00 with a 10% local match of $22,500.00.

- Bailout Kits- Funds to replace our existing firefighter escape systems; these units are reaching end of life expectancy and costs of repairs have become significant.
  The total cost to complete this project is $143,980.00 with a 10% local match of $14,398.00.

- Community Paramedicine/SWAT Medic – Funds to implement a home assistance program for the elderly and those recently discharged from a local hospital that require follow up care, outfit a team to assist law enforcement officers at high risk events and provide immediate advanced medical care to victims as necessary during active shooter events.
  The total cost to complete this project is $95,000.00 with 10% local match of $9,500.00

The total local match cost for all three projects would be $46,398.00. If awarded, funding would be requested in the FY18 budget cycle.

1451 KING STREET EXT., CHARLESTON, SOUTH CAROLINA 29405 • PHONE (843) 720-1981 • FAX (843) 720-3991

Feel free to contact me with any questions. Thank you for your consideration.

CPR COMMITTEE and/or COUNCIL AGENDA

10.)

TO: John J. Tecklenburg, Mayor

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

SUBJECT: MOULTRIE PARK BUILDING RENOVATION CONSTRUCTION CONTRACT

REQUEST:

Approval of a Construction Contract with Chambers and Associates, Inc. in the amount of $67,703.00 for the renovation of the Moultrie Park Building. The project consists of improvements to the existing 1,250 square foot playground building at 41 Ashley Avenue including replacement of windows, flooring, ceilings, and lighting, ADA upgrades, and painting along with some limited asbestos abatement. 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:** November 22, 2016

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

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

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

If yes, provide the following: Dept/Div **Parks-Capital Projects** Acct # **520000-52445**

Balance in Account **$197,149.00** Amount needed for this item **$66,703.00**

Project Number **CP1619**

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: **Approval of this action will institute a $76,000.00 project budget of which the $66,703.00 construction contract will be funded. The funding source for this project is the 2016 Capital Projects, Structural Repairs in the General Operating Budget ($301,000.00).**

Mayor's Signature: J. 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.

Moultrie Park Building Renovation

CP1619		Approved Project Budget	Expenses To Date	Encumbrances	Remaining Balance	NOTES
DIVISION / OBJECT						
DESIGN / ENGINEERING						
520000-52445	Lead & Asbestos Survey	$1,080.00	$0.00	$1,080.00	$0.00	S&ME-P141647
520000-52236	Advertising	$500.00	$0.00	$500.00	$0.00	
520000-52016	Printing	$0.00	$0.00	$0.00	$0.00	
	TOTAL D/E COSTS	$1,580.00	$0.00	$1,580.00	$0.00	
CONSTRUCTION						
520000-52445	Construction	$67,703.00	$0.00	$67,703.00	$0.00	Chambers & Associates
	TOTAL CONSTRUCTION COSTS	$67,703.00	$0.00	$67,703.00	$0.00	
520000-52445	Contingency	$6,717.00	$0.00	$0.00	$0.00	
TOTAL PROJECT COSTS		$76,000.00	$0.00	$76,000.00	$0.00	

FUNDING SOURCES

YEAR	SOURCE	AMOUNT	RECEIVED
2016	Capital Projects - Structural Repairs	$76,000.00	$76,000.00
	TOTAL FUNDING	$76,000.00	$76,000.00

PROJECT SUMMARY

AVAILABLE FUNDING	76,000.00	$76,000.00
FUNDING NEEDED	76,000.00	$0.00
PROJECT BALANCE	0.00	$76,000.00

Tabulation of Bids:

CP1619: Renovation of Moultrie Park Playground Building

October 26, 2016. 2:00 PM.

Contractor	Bid
Church Creek Construction	$72,050.00
Treat and Woodman	$74,500.00
Chambers and Associates, Inc.	**$66,703.00**
Quintech Solutions	$79,395.57
J. Musselman Construction	$80,392.00
IPW Construction Group, LLC	$144,518.75

Bill Turner
Project Manager

City of Charleston
Short-Form Construction Contract

THIS CONTRACT, dated the _____ day of _____, 2016, is by and between:

the Owner: City of Charleston
Department of Park
823 Meeting Street
Charleston, SC 29403

and

the Contractor: Chambers and Associates, Inc.
1250 Fairmont Avenue
Mt. Pleasant, SC 29465

WHEREAS, the Owner requires the construction of the project (the "Project") identified as follows:

CP1619: Renovation of Moultrie Park Playground Building

WHEREAS, the Contractor, whose South Carolina professional license is G113287, is prepared and qualified to provide such Construction in accordance with the Project Manual dated October 3, 2016;

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

TIME OF PERFORMANCE:

THE EFFECTIVE DATE of this Contract shall be the date written above or when all parties have signed this Contract, whichever is later.
THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
THE DATE OF SUBSTANTIAL COMPLETION shall be 60 calendar days after the DATE OF COMMENCEMENT, subject to any adjustment(s) made in accordance with the terms of this Contract.
THE DATE OF FINAL COMPLETION shall be the date that the Scope of Work has been completed and accepted by the Owner.

PAYMENT TO THE CONTRACTOR:

This Contract authorizes a lump sum payment not to exceed $66,703.00 for services performed and accepted by the Owner in accordance with this Contract after Final Completion. Payment shall be Net 30 days after Final Completion and receipt of an original invoice which is submitted by the Contractor and accepted by the Owner. Faxed and/or copied invoices shall not be accepted.

GENERAL CONDITIONS:

1. The Contract Documents forming this Contract, more fully set forth in Exhibit A, attached hereto and incorporated by reference herein, consist of a fully-executed Short Form Construction Contract (this document), the Project Manual, all Project Drawings and Specifications, all Bid Addenda, the Contractor's completed Bid Form, all Change Orders and Change Directives, and all Exhibits to these documents. In the event that a term in the Short Form Construction Contract conflicts with a term in the Contractor's Bid Form, the term contained within the Short Form Construction Contract shall prevail.

2. The Contractor shall prepare Daily Progress Reports of the Work and submit them to the Owner on a weekly basis. The Owner shall at all times have access to the Project where the Scope of Work is being performed for the purpose of observing or inspecting the work performed by the Contractor. In any case of disagreement concerning any portion of the plans, specifications, work methods, workmanship, or any other matter concerning this Contract, the final decision shall be that of the Owner.

3. The Owner may authorize changes to the Scope of Work. If Owners authorizes changes to the Scope of Work, such changes shall be incorporated into the Scope of Work and made by issuing either a Change Order or a Construction Change Directive to the Contractor, and the Contractor shall perform the changed work promptly.

4. The Contractor shall furnish and pay the cost, including sales tax and other applicable taxes and fees, of all necessary materials, labor, tools, equipment, and supervision, as well as all business insurance, licenses and permits required by the City of Charleston, the State of South Carolina or as required by this Contract to perform the Scope of Work and any amendments thereto.

5. This Contract shall be interpreted pursuant to the laws and statutes of the State of South Carolina and the City of Charleston. The Contractor shall be responsible for compliance with all applicable laws, ordinances, rules and regulations for the duration of this Contract, and shall indemnify the Owner in the event of non-compliance thereof.

6. The Contractor shall be responsible for all construction means, methods, techniques, procedures and safely measures in the performance of the Scope of Work. Before beginning any work, the Contractor shall be responsible for examining the Drawings and Specifications for compliance with applicable laws, ordinances, and regulations, and shall immediately report any discrepancy to the Owner.

7. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other work or property resulting from such defects for a period of two years from the date of Final Completion.

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

9. The Contractor shall employ only persons skilled in the Scope of Work for which it is to perform, and employ an experienced superintendent to supervise the work who shall be responsible for the acts or omissions of the Contractor's agents and employees as well as those of subcontractors and their agents and employees working on behalf of the Contractor. The City may, in writing, require the Contractor to remove from the project any employee the Owner deems incompetent, careless or otherwise objectionable at no additional expense to the Owner. The Contractor shall not subcontract out more than 30% of the total cost of this project.

10. The Contractor must exercise due diligence in protecting the Project and adjacent property. If, in the opinion of the Owner, the Scope of Work is being carried out in a damaging or irresponsible manner, it may terminate this Contract effective immediately upon verbal or written notice to the Contractor at no cost to the Owner.

11. The Owner reserves the right to terminate this Contract when it is in the best interest of the Owner, including but not limited to the non-appropriation of funds. If this Contract is so terminated, the Owner shall provide the Contractor with thirty (30) days written notice of such termination. No costs shall be allowed to the Contractor for a termination for convenience or when it is in the best interest of the Owner. No damages shall be allowed to the Contractor for a termination for convenience or when it is in the best interest of the Owner. If the Contractor fails to comply with the terms of this Contract, the Owner shall notify the Contractor in writing with the specific basis regarding such noncompliance. The Owner then reserves the right to terminate this Contract by written notice to the Contractor within thirty (30) days. Contractor shall not be entitled to any costs or damages resulting from a termination for default.

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

13. All notices pursuant to this Contract to either of the parties hereto shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to the addresses stated above for the parties.

14. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to the Date of Commencement. Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner. Cancellation of Contractor's insurance shall be grounds for termination of this Contract. All insurance policies required of the Contractor shall provide that the Owner be named as an additional insured. The Contractor shall procure and maintain at its own expense for the duration of the Contract the following:

    a. Contractor's General Public Liability and Property Damage Insurance including vehicle coverage, protecting the Contractor from claims of personal injury, including death, and claims for destruction of or damage to property arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or a subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than 1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit for any such property damage, injury or death sustained by two or more persons in any one accident.

    b. Workers Compensation Insurance, including occupational disease coverage, for all of the Contractor's employees. In case any work is subcontracted, the Contractor shall require such subcontractors identically to provide Workers Compensation Insurance, including occupational disease coverage for all of the latter's employees, unless such employees are covered by the protections afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract that are not protected under the Workers Compensation Law, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance equal to the Contractor's insurance requirements as set forth herein for the protection of its employees not otherwise protected.

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

OWNER: City of Charleston

BY: _____
John J. Tecklenburg,
Mayor

CONTRACTOR: Chambers and Associates, Inc.

BY: _____
(Signature of Contractor Representative)

Robert B. Chambers
(Print or Type Name of Contractor Representative)

ITS: Owner

PROJECT TITLE:

CP1619: Renovation of Moultrie Park Playground Building

BASE BID: The Bidder agrees to perform all of the work described as Scope of Work in the specifications for the sum of: $ 66,703 .

The Bidder understands that the Owner reserves the right to reject any or all bids and waive any informality in the bidding.

The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The Bidder agrees the Base Bid and any awarded Bid Alternates must be completed within 60 calendar days of the Date of Commencement indicated in the Notice to Proceed.

Submitted by:

(Signature)

Robert B. Chambers, Owner
(Name and Title. Please print.)

Chambers and Associates, Inc.
(Company)

1250 Fairmont Ave., Mt. Pleasant, S.C. 29465 843.886.4225
(Address and Phone)

South Carolina Contractor's License Number: G113287 BD5

Acknowledge Addendums 1 & 2
10/26/16

City of Charleston
Minority/Women-Owned Business Enterprise (MWBE)
Compliance Provisions

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

APPLICATION:

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

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

The guidelines for participation in City of Charleston's contracts for services, including construction, are hereby made a part of any contract resulting from this solicitation. These requirements shall apply to all contracts and resulting subcontracts issued by contractors. A list of certified minority-owned and women-owned business enterprises can be found on the City of Charleston's web site www.charlestoncity.info; or by contacting Theron Snype, MBE Manager, 75 Calhoun Street, Charleston, SC 29403, (843) 973-7247, snypet@ci.charleston.sc.us.

COMPLIANCE REQUIREMENTS:

1. The Offeror shall provide, **with the submittal,** the following Affidavits properly executed which signify that the Offeror understands and agrees to the incorporated contract provisions:

☒ **Affidavit A** - *Listing of the Good Faith Effort & Identification of Minority and Women-owned Business Participation* as certification that efforts were made to use MWBE businesses on this project,

AND

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

OR

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

2. All affidavits supplied by the Offeror shall become a part of the agreement between the Contractor and the City of Charleston for performance of this contract. Failure to comply with any of these statements, certifications, or intentions stated in the Affidavits, or with the MBE/WBE provisions shall constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition any breach may result in the bidder being prohibited from participation in future construction bids as determined by the City of Charleston.

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

Name of Company: Chambers and Associates, Inc.

[signature]	Robert B Chambers
Signature	Print Name
Owner	10/26/16
Title	Date

Attest: Lisa W. Lamington

AFFIDAVIT A

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

Affidavit of Chambers and Associates, Inc.
(Name of Offeror)

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

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

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

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

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

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

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

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

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

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

o 10. Negotiated joint venture, partnership or other similar arrangements with MBEs in order to increase opportunities for minority business participation.

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

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

The undersigned hereby certifies that he she has read the terms of the minority business commitment and is authorized to bind the Offeror to the commitment herein set forth.

Date: 10/26/16 Name of Authorized Officer (Print/Type): Robert B Chambers

Signature: _____
Title: Owner

AFFIDAVIT A

City of Charleston, South Carolina Minority Business Participation Efforts

(Use as many sheets as necessary)

I, Robert B Chambers, hereby certify that on this project we contacted the following minority business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact Graddick Plastering and Stucco, sole proprietorship	Minority Firm Address 5701 Brantford Street, Lot 74, N. Chas., S.C.29418
Minority Firm Telephone Number: 8435300368 Minority Firm Fax Number: DBE Certification Number: In Process	Minority Group Type ☒ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
2. Minority Firm Name and Contact Cedeno's Painting, LLC	Minority Firm Address
Minority Firm Telephone Number: 8439010643 Minority Firm Fax Number: DBE Certification Number: In Process	Minority Group Type ☐ (African American) ☒ (Women) ☐ (Asian American) ☒ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
3. Minority Firm Name and Contact Chembion Environmental, LLC	Minority Firm Address
Minority Firm Telephone Number: 8434142962 Minority Firm Fax Number: 8434142963 DBE Certification Number: 03-11010801	Minority Group Type ☐ (African American) ☒ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
4. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number: Minority Firm Fax Number: DBE Certification Number:	Minority Group Type ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification

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

Date: 10/26/16 Name of Authorized Officer (Print/Type): Robert B Chambers

Sworn to before me this 26th day of October, 2016

Signature:

Notary Public for the State of South Carolina

My Commission Expires: 9-15-18

Title: Owner

Print Name: Lisa W. Barrington

Notary Seal:

Phone Number: 843-814-3644

Address: 818 Abcan Way, Mt. Pleasant, SC 29464

9-15-18 Lisa W. Barrington

AFFIDAVIT B

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

Affidavit of Chambers and Associates, Inc. (Name of Offeror). I hereby certify that on the Moultrie Playground Renovations CP1619 (Project Name), Total Project Amount $ 66,703.

I will make a good faith effort to expend a minimum of 27.89 % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
Graddick Plastering	B	Reflect Ceiling, Drywall, Masonry	$ 5,353.
Cedeno's Painting	H	Painting	$ 4,750.
Chembion	W	Abatement	$ 8,500.
			$
			$
			$
			$

Total MBE Participation: 27.89 % $ 18,603

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

The undersigned will enter into a formal agreement with minority firms for work listed in this schedule conditional upon execution of a contract with the Owner.

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

Date: 10/26/16 Name of Authorized Officer (Print/Type): Robert B. Chambers

Signature:

Title: Owner

Sworn to before me this 26th day of October, 2016

My Commission Expires: 9-15-18 (SC)

Print Name: Lisa W. Barrington

Phone Number: (843) 814-3674

Address: 818 Abcaw Way
Mt. Pleasant, SC 29464

Notary Public for the State of

Notary Seal:

9-15-18
10/23/07

Lisa W. Barrington

11.)

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenberg, Mayor

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

SUBJECT: CHARLESTON POLICE DEPARTMENT TEAM 4 OFFICE BUILDING CONSTRUCTION CONTRACT

REQUEST: The approval of a Construction Contract with J. Musselman Construction, Inc. in the amount of $570,313.00 for the interior upfit and mechanical replacement for office spaces in the existing building at 3545 Mary Ader in West Ashley. 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:** November 22, 2016

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

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

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

If yes, provide the following: Dept/Div PARKS – Capital Projects Acct # 051430-58240

Project Number CP1525

Balance in Account $570,313.00 Amount needed for this item $570,313.00

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: **Approval of this action will institute a $2,272,584.00 project budget, of which the $570,313.00 Construction Contract will be funded. The funding source for this project is the 2015 Installment Purchase Revenue Bond ($1,750,000.00) and 2015 General Fund Reserves ($522,584.00).**

Mayor's Signature: John J. Tecklenberg, Mayor

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

CPD Team 4 Office Building
(051430)

CP1525		Approved Project Budget	Expenses To Date	Encumbrances	Remaining Balance	NOTES
DEVELOPMENT COSTS						
Division/Object						
051430-53015	Property Aquisition	$1,302,961.00	$1,302,961.00	$0.00	$0.00	
	TOTAL DEVELOPMENT COSTS	$1,302,961.00	$1,302,961.00	$0.00	$0.00	
DESIGN / ENGINEERING						
051430-58238	Architectual/Engineering Services	$31,660.00				Walker Concepts Architecture, LLC
051430-58238	Fee Amendment #1	$15,500.00				
	Subtotal Design Contract	$47,160.00	$31,064.03	$16,095.97	$0.00	
051430-58238	Survey services	$1,600.00	$1,600.00	$0.00	$0.00	MA Engineering - P134887
051430-58238	Wetlands Delineation	$1,000.00	$1,000.00	$0.00	$0.00	Tidewater Environmental -P134888
051430-58238	Construction Cost Estimating	$1,800.00	$1,800.00	$0.00	$0.00	Charleston Construction Consultants
051430-58238	Asbestos Survey	$1,850.00	$0.00	$1,850.00	$0.00	Trident Enviornmental-P
051430-58004	Permitting	$1,200.00	$0.00	$1,200.00	$0.00	
051430-58236	Advertising	$500.00	$0.00	$500.00	$0.00	Chronicle - $140 (PR164625)
051430-58016	Printing	$400.00	$360.79	$39.21	$0.00	Pcard
051430-58238	Relocation Expenses	$0.00	$0.00	$0.00	$0.00	CPD Operations Expense
	TOTAL D/E COSTS	$55,510.00	$35,824.82	$19,685.18	$0.00	
CONSTRUCTION						
051430-58240	Construction	$570,313.00	$0.00	$570,313.00	$0.00	J. Musselman
051430-58240	Pre-Construction Demo	$2,450.00	$2,450.00	$0.00	$0.00	Marcinak Construction-P137744
051430-58240	IT / Data	$140,000.00	$0.00	$140,000.00	$0.00	
051430-58005	FFE-Furnishing, Equipments, & Appliances	$141,000.00	$0.00	$141,000.00	$0.00	
	TOTAL CONSTRUCTION COSTS	$853,763.00	$2,450.00	$851,313.00	$0.00	
051430-52940	Contingency	$60,350.00	$0.00	$0.00	$0.00	
TOTAL PROJECT COSTS		$2,272,584.00	$1,341,235.82	$931,348.18	$0.00	

FUNDING SOURCES

YEAR	SOURCE	AMOUNT	RECEIVED
2015	General Fund Reserves	$522,584.00	
2015	Installment Purchase Revenue Bond	$1,750,000.00	$1,307,556.00
	TOTAL FUNDING	$2,272,584.00	$1,307,556.00

PROJECT SUMMARY

AVAILABLE FUNDING	2,272,584.00	$1,307,556.00
FUNDING NEEDED	2,272,584.00	$1,341,235.82
PROJECT BALANCE	0.00	($33,679.82)

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year 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: 843-724-7191
Fax Number: 843-724-7300

and the Contractor:
(Name, legal status, address and other information)

J. Musselman Construction, Inc.
PO Box 80785
Charleston SC 29416
Telophone Number: 843-225-0406

for the following Project:
(Name, location and detailed description)

CP1525 - Police Department Team 4 & Training Offices:
Commercial office upfit of an existing two-story 9,400SF building for police department functions at 3545 Mary Ader Avenue in West Ashley. Project includes partial demo of existing interior construction, some reconfigured/new spaces, new finishes, replacement of HVAC equipment, and minimal exterior work. Bid alternates #2 and #4 were elected for this contract

The Architect:
(Name, legal status, address and other information)

Walker Concepts Architecture
91-B Broad Street
Charleston SC 29401
Telephone Number: 843-727-3140

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.

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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 One Hundred and Five (105) 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 Four Hundred Dollars ($400.00) per day.

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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 Five Hundred Seventy Thousand, Three Hundred Thirteen Dollars and Zero Cents ($570,313.00), 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.)

BASE BID:.....$572,025.00
Alternate #2:
Omit work for new window units at CAT Office 117 and Break Room 118.....$3,400.00 (DEDUCT)
Alternate #4:
Add work for including 7/8" vertical metal hat channels at 16" O.C. and 5/8" GWB on exposed CMU walls in Community Room 115.....$1,688.00 (ADD)

§ 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. Emergency responder radio signal booster, to be coordinated with vendor	$13,500.00
2. Interior room and exterior door signage package, to be coordinated with Owner	$ 6,500.00
3. Quantity allowance for SF wall of loose fill insulation in existing 2x4 stud wall 16" O.C.	2000 SF

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. A ten (10%) retainage shall be withheld from all Applications for Payment.

(Paragraphs deleted)
§ 5.2.2 Final payment shall be made within 30 days from the date the Architect receives the final undisputed Application for Payment, including all supporting documentation from the Contractor. All conditions stipulated in the General Conditions of the Contract for Construction, as amended, shall be met before final payment is made.

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1
(Paragraphs deleted)
The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007 General Conditions of the Contract for Construction, as amended.

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§ 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)

Curt Berg
City of Charleston
Department of Parks
Capital Projects Division
823 Meeting Street, 2nd Floor
Charleston, SC 29403

§ 7.4 The Contractor's representative:
(Name, address and other information)
Vance Alexander
1430 Ashley River Road
Charleston SC 29407
Telephone Number: 843-225-0406

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days written notice to the other party.

§ 7.6 Other provisions:
§ 7.6 .1 Contractor shall not incur any expense chargeable to the Owner on or about the Work of this Agreement until the Notice to Proceed is issued.

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS
§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement are enumerated in the sections below.

§ 8.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor, as amended.

§ 8.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, as amended.

§ 8.1.3 The Supplementary and other Conditions of the Contract:

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Refer to A201-2007

§ **8.1.4** The Specifications are those contained in the Project Manual dated 20 September 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 23 December 2015 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 (Permit revision)	10 March 2016	(See Drawings)
2 (Original bid docs)	20 September 2016	(See Drawings)
3 (Bid addendum)	30 September 2016	(See Drawings)
4 (Bid addendum)	05 October 2016	(See Drawings)
5 (Bid addendum)	14 October 2016	(See Drawings)

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 A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

- Project Manual and Specifications dated 20 September 2016
- Construction Bid Documents dated 23 December 2015
- Bid Form, including MWBE Compliance Provisions and Affidavits, submitted by Vance Alexander, dated 20 October 2016.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
City of Charleston John J. Tecklenburg, Mayor	Jon Musselman President
(Printed name and title)	*(Printed name and title)*

Project Name: CP1525 Police Department Team 4 & Training Offices
(Table deleted)(Paragraphs deleted)(Table deleted)(Paragraph deleted)(Table deleted)(Paragraphs deleted)(Table deleted)(Paragraphs deleted)(Table deleted)(Paragraphs deleted)(Paragraphs deleted)

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AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
CP1525 Police Department Team 4 & Training Offices:

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)
Walker Concepts Architecture
91-B Broad Street
Charleston SC 29401
Telephone Number: 843-727-3140

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.

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5 SUBCONTRACTORS

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement 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 is has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during Work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the Owner.

§ 1.5.3 The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Owner. Nor does the Owner assume responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of its officers or agents before the execution of this Contract, unless that understanding or representation is expressly stated in this Contract.

§ 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated, the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights. The Owner shall retain all common law, statutory and other reserved rights, in addition to the limited use copyright, in accordance with the contract between the Owner and the Architect for this Project.

§ 1.7 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

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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 9.10.1, 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 Contract shall provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality of result at least equal to that otherwise attainable. If, in the opinion of the Architect, the evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty, the Architect may reject such substitution or deviation without further investigation.

§ **3.5.6** The Contract Documents are intended to produce a Project of consistent character and quality of design. All components of the Project including visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance of the Project. The Architect will judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits. The Architect will not approve as equal to materials specified, proposed substitutes which, in the Architect's opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the Project. In order to permit coordinated design of color and finishes the Contractor shall, if required by the Architect, furnish the substituted material in any color, finish, texture, or pattern which would have been available from the manufacturer originally specified, at no additional cost to the Owner.

§ **3.5.7** Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Owner or the Architect, unless such substitution was made at the written request or direction of the Owner or the Architect.

§ **3.5.8** The warranty provided in this Paragraph 3.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

§ **3.5.9** The Contractor shall procure and deliver to the Architect, no later than the date claimed by the Contractor as the date of Substantial Completion, all special warranties required by the Contract Documents. Delivery by the Contractor shall constitute the Contractor's guarantee to the Owner that the warranty will be performed in accordance with its terms and conditions.

§ 3.6 TAXES

§ **3.6.1** The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ **3.6.2** The Contractor shall comply with all State and Federal law with respect to withholding taxes for nonresidents, employees, contractors and subcontractors.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ **3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the business license, building permit, as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ **3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ **3.7.3** It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes

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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 Archtiect.

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§ 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.

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§ 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.

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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

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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

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waived by the Contractor. Claims will not be allowed for adverse weather days that occur after the scheduled (original or adjusted) date of Substantial Completion.

§ 4.3.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 4.3.9 Quantity Variations. If the quantity of a unit-priced item in this Contract is an estimated quantity and the actual quantity of the unit-priced item varies more than fifteen (15) percent above or below the estimated quantity, an adjustment, including overhead and profit, in the Contract Sum shall be made upon demand of either party. The adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. Any adjustment in the Contract Sum made pursuant to this Subparagraph shall be determined in accordance with Paragraph 7.5. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, as set forth in Subparagraph 4.3.7. Pursuant to Paragraph 13.13, the Architect shall determine the actual quantities of a unit-priced item used by the Contractor.

§ 4.3.10 Claims for Listed Damages
Notwithstanding any other provision of the Contract Documents, including Subparagraph 1.2.1, but subject to a duty of good faith and fair dealing (S.C. Code Ann § 11-35-30), the Contractor and Owner waive Claims against each other for Listed Damages arising out of or relating to this Contract. The Listed Damages are:

4.3.10.1 Damages incurred by the Owner for rental expenses, for losses of use prior to Final Completion, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and for attorney's fees, insurance and interest (excluding post-judgment).

4.3.10.2 Damages incurred by the Contractor for principal office expenses and overhead, including, but not limited to, the compensation of personnel stationed there, rent, utilities and office equipment; for losses of financing, business and reputation; for loss of profit except anticipated profit arising directly from the Work; and for attorney's fees, insurance and interest (excluding post-judgment).

4.3.10.3 This mutual waiver is applicable, without limitation, to all Listed Damages due to either party's termination in accordance with Article 14. Nothing contained in this Subparagraph 4.3.10 shall be deemed to preclude an award of liquidated damages when applicable, in accordance with the requirements of the Contract Documents. This Subparagraph does not apply to Paragraph 3.18.

4.3.11 Waiver of Claims Against the A/E. Notwithstanding any other provision of the Contract Documents (including paragraph 1.2.1), but subject to a duty of good faith and fair dealing, the Contractor waives all claims against both the Architect and any other design professionals who provide design and/or project management services to the Owner, either directly or as independent contractors/subcontractors to the Archtitect, for Listed Damages arising out of or relating to this Contract. The Listed Damages are damages incurred by the Contractor for principal office expenses and overhead (including, but not limited to, the compensation of personnel stationed there, rent, utilities, and office equipment), for losses of financing, business and reputation, for loss or profit other than anticipated profits arising directly from the Work, and for attorney's fees, insurance, and interest (excluding post-judgment).

§ 4.4 RESOLUTION OF CLAIMS AND DISPUTES
§ 4.4.1 DECISION OF THE A/E. Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to resolution (pursuant to Paragraph 4.5) of all claims between the Contractor and Owner arising prior to the date Final Payment is due, unless thirty (30) days shall have passed after the Claim has been referred to the Architect, with no decision by the Architect. If the Architect's initial decision is not accepted by the parties, the parties shall continue in attempts to arrive at a satisfactory resolution, subject to rights accorded in Sec. 4.5 in the event these efforts fail. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

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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.

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§ **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 under Subparagraph 7.3.8. Upon conversion of the Construction Change Directive to a Change Order, the Architect's compensation for providing this itemization shall be deducted from the final adjustment in the Contract Sum.

§ 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**

§ 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,

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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 reviewed by the Architect for compliance with the requirements of this Article and will be accepted by the Architect

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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.

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.

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§ 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

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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
- .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.

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§ 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

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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.

§ **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.

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§ 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.

§ 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

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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 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.

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§ 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.

§ 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)

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§ 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 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.

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of South Carolina such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 claims for bodily injury or property damage arising out of completed operations; and
- .8 claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

.1 Liability Insurance shall include all major divisions of coverage and be on a Commercial basis including the following:

(1) Premises-Operations.
(2) Independent Contractor's Protective.
(3) Products and Completed Operations.
(4) Personal and Advertising Injury.
(5) Contractual, including specified provision for contractor's obligations under Paragraph 3.18.
(6) Broad Form Property Damage including Completed Operations.
(7) Owned, Non-owned and Hired Motor Vehicles.

.2 The insurance required Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law or other provisions of this Contract:

(1) COMMERCIAL GENERAL LIABILITY:

(a)	General Aggregate (per project)	$1,000,000
(b)	Products/Completed Operations	$1,000,000
(c)	Personal and Advertising Injury	$1,000,000
(d)	Each Occurrence	$1,000,000
(e)	Fire Damage (Any one fire)	$ 50,000
(f)	Medical Expense (Any one person)	$ 5,000

(2) BUSINESS AUTO LIABILITY (including all Owned, Non-owned and Hired Vehicles):

(a) Combined Single Limit $1,500,000

OR

(b) Bodily Injury & Property Damage (each) $ 750,000

(3) WORKER'S COMPENSATION:

(a)	State	Statutory
(b)	Employers Liability	$100,000 Per Accident

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$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 by the Form)
.2 Causes of Loss – Earthquake Form; and
.3 Flood Insurance

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§ 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.

§ 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.

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§ 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.

§ 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.

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§ 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.

§ 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.

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§ 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.

§ 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.

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§ 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.

§ 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

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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,
- .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,

Init.

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(1634546763)

.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.

Project Name: CP1525 Police Department Team 4 & Training Offices:
Contractor: J. Musselman Construction INC

Init.

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(Paragraphs deleted)

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User Notes: (1634546763)

Project Name: POLICE DEPARTMENT TEAM 4 & TRAINING OFFICES
Project No: CP1525
City of Charleston, SC

EXHIBIT "A"

City of Charleston
Bid Form

BID SUBMITTED BY: Name: J. Musselman Construction

Address: PO Box 80785, Charleston, SC 29416

FOR PROJECT: CP1525 (Number) POLICE DEPARTMENT TEAM 4 & TRAINING OFFICES (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 - Bid Package #3 - 9/30/14 #4 - 10/5/14 #5 - 10/14/14

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: $ 572,025-

Written: Five hundred seventy two thousand twenty five dollars

Allowances included in Base Bid:

(Figures are not-to-exceed amounts as part of the contract and their associated submittals must have written approval by City prior to executing work. Allowances not fully utilized shall be a credit to the contract amount.)

ALLOWANCE NO. 1: = $13,500.00
Emergency responder radio signal booster, to be coordinated with vendor

ALLOWANCE NO. 2: = $6,500.00
Interior room and exterior door signage package, to be coordinated with Owner

ALLOWANCE NO. 3: = 2000 SF
Quantity allowance for SF wall of loose fill insulation in existing 2x4 stud walls 16"OC, see also unit pricing.

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:	Omit ceramic tile in Locker/Restrooms/Showers 105/106/102/103, except for the two entry vestibule spaces where existing carpet is to be removed.	ADD/DEDUCT *(to or from BASE BID)*	$ $6164.00
ALTERNATE NO. 2:	Omit work for new window units in CAT Office 117 and Break Room 118.	ADD/DEDUCT *(to or from BASE BID)*	$ $3400.00
ALTERNATE NO. 3:	Omit work for folding partition and associated divider wall between Small Classroom 209 and Other Training 212.	ADD/DEDUCT *(to or from BASE BID)*	$ $7470.00
ALTERNATE NO. 4:	Add work for including 7/8" vertical metal hat channels at 16"OC and 5/8" GWB on exposed CMU walls in Community Room 115.	ADD/DEDUCT *(to or from BASE BID)*	$ $1,688

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	Furred GWB over CMU wall per SF, similar to Alt #4	N/A	$2.94/SF
2	SF wall of loose fill insulation in existing 2x4 stud walls 16"OC	N/A	$1.15/SF

8. BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: 20-4776147

OR

SOCIAL SECURITY NUMBER: _____

9. CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

BD5		Unlimited
(Classification)	*(Subclassification)*	*(Limitations)*

G112423

(SC Contractor's License Number)

SIGNATURE

J. Musselman Construction Inc

(Legal Name of Person, Firm or Corporation Submitting Bid)

BY [signature] (Signature) 12/20/16 (Date)

Vice President (Title) 843 225 0406 (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: J. Musselman Construction

Signature

10/20/16
Date

Vance Alexander
Print Name

Vice President
Title

Witness

AFFIDAVIT A

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

Affidavit of J. Musselman Construction
(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.

o 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.

o 6. Provided MWBE assistance withgetting required bonding or insurance requirements or provided alternatives to bonding or insurance.

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

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

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

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

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

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

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

Date: 10/20/16 Name of Authorized Officer (Print/Type): Vance Alexander

Signature: [signature]

Title: Vice President

AFFIDAVIT A

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

(Use as many sheets as necessary)

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

See Attached.

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

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

Date: 10/20/16 Name of Authorized Officer (Print/Type): Vance Alexander

Sworn to before me this 20 day of October, 2016.

Signature: [signature]

Notary Public for the State of South Carolina

My Commission Expires: 10-2-22

Title: Vice President

Print Name: Julia Renault

Phone Number: 843-225-0404

Address: 1430 Ashley River Rd. Chas SC 29407

4/28/2011 [signature]

Notary Seal:

JULIA RENAULT
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES
OCTOBER 2, 2022

AFFIDAVIT B

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

Affidavit of J. Musselman Construction (Name of Bidder). I hereby certify that on the CPD Team 4 & Training Offices (Project Name), Total Project Amount $ 572,025

I will make a good faith effort to expend a minimum of 20 % of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
PCI	W	Cabinetry	$ 14,000
Keystone Plumbing	B	Plumbing	$ 40,000
Palmetto Metal Products	W	Supplier	$ 22,000
Palmetto Air & Water	W	HVAC Test & Balance	$ 5,500
			$
			$
			$

Total MBE Participation: 14.25 % $ 81,500

* 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: 11/8/16 Name of Authorized Officer (Print/Type): Vance Alexander

Signature:

Title: Vice President

Sworn to before me this 8 day of November, 2016

My Commission Expires: 11/20/2025

Print Name: Robert Douglas

Phone Number: (843) 466-9400

Address: 520 Folly Rd Ste P
Charleston, SC 29412

Notary Public for the State of South Carolina

Notary Seal:

ROBERT DOUGLAS NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. Nov 20, 2025

Police Team 4 J. Musselman Construction Phone Log 10/18/16

Broadband Construction - # will not connect
Fred Anthony 100 Brigade Street, 2nd Floor Charleston SC 29403 (843) 722-6813 MBE

Buckland Developers, LLC- Mailbox Full, no answer
Charlene Buck 1450 Sadie Green Road Wadmalaw Island SC 29487 (843) 559-0479 MBE

CBC Demolition & Construction- Left Message, no return call
Shannon Mills 1235 Center Lake Mt. Pleasant SC 29464 (843) 478-0883 MBE

Burch Central Electric, Inc.- Left Message, no return call
R. L. Burch P.O. Box 31895 Charleston SC 29417 (843) 744-4780 (MBE

AV Electrical Service, LLC- Left Message, no return call
Anthony L. Vaird, Sr. P.O. Box 80605 Charleston SC 29416 843.270.0298 MBE

Elite Electrical Services – No voicemail set up, called twice
Jonathan Ferguson 2636 Riceshire Road Ridgeland SC 29936 (843).247.4042 MBE

Control Electrical, LLC - Left Message, no return call
Zola N.Simmons 8424 Waltham Road N.Charleston SC 29406 (843) 830-0315 MBE

Mayer Electric Supply Co., Inc. – Received quote but higher than low bid
John Leland 2547 Oscar Johnson Drive Charleston SC 29405 (843) 747-8714 WBE

Power Source Electric, Inc - Left Message, no return call
Joe Gethers P.O. Box 324 Summerville SC 29484 (843).200.8797 MBE

Red Electrical Designs, LLC – Not Bidding
Crystal Olheiser 105 Umphlett Road, Ste. A Moncks Corner SC 29461 (843) 761-5115 WBE

R.S. Stoney Electric – Sent bid information but did not receive a bid
Ryan Stoney 3845 Chisolm Road Johns Island SC 29455 (843) 810-5121 MBE

SmithCo Services, LLC – Wrong number
Michael Smith 1294 Maryland Drive Ladson SC 29456 (843) 460-5073 MBE

Manigo Brothers Construction – *Number no longer in service*
Eric Manigo 2561 Fassit Road, Apt. B15 N. Charleston SC 29406 (843) 609-6116 MBE

Old Saint Construction Group, LLC – Sent bid information but did not receive a bid
Arthur Urgent 659 Riverland Drive Charleston SC 29412 (843) 795-3895 MBE

Professional Constructors, Inc. – Received bid
Patricia Wilkerson 801 W. Main Street Harleyville SC 29448 (843) 462-7509 MBE

Birch's Heating & Air, Inc. – Not bidding
Beverly Birch 2507 Ashley River Road Charleston SC 29414 (843) 556-8800 MBE

Cool Aid Heating and Air Conditioning, INC. - Disconnected
Sherry Hering P.O. Box 13176 Charleston SC 29422 (843) 762-7050 WBE

Christie Brothers Heating & Air, LLC – Sent bid information but did not receive a bid
Randy L. Christie 239 Buckeye Lane Summerville SC 29483 (843) 343-1943 MBE

C. L. Bryant Heating and Air - Received quote but higher than low bid
Carl Bryant 1078 Schurlknight Rd. St. Stephens SC 29479 (843) 830-4477 MBE

DEAS Heating and Air/Refrigeration – Not bidding
Tracey Deas 2216 Mariners Ferry Charleston SC 29414 (843) 367-5875 MBE

Goodwin's Heating & Air Conditioning, LLC - Left Message, no return call
James Goodwin, Jr. 124 Hemphill Court; P.O. Box 3403 Summerville SC 29484 (843) 261-6200 MBE

Jeffery Brown Heating & Air - Left Message, no return call
Jeffery Brown 880 East Estates Blvd Charleston SC 29414 (843) 556-5062 MBE

Manuel J Heating & Cooling Services, LLC - Left Message, no return call
Virgil Wade 4960 Wyman Blvd. Summerville SC 29485 (843) 330-7489 MBE

Palmetto Air & Water Balance, Inc. – Received bid
Penny Hinton 7264 Peppermill Parkway N. Charleston SC 29418 (843) 789-5550 WBE

Randolph Technology, Inc. – Not Bidding
George H. Randolph PO Box 148 Townville SC 29689 (864) 287-4040 (MBE

Summerville Mechanical, Inc - Left Message, no return call
Ute Holcombe 199-B Farmington Road Summerville SC 29483 (843) 873-8032 WBE

Youmas Heating & Air Conditioning - Left Message, no return call
Willie Youmas 8158 Scotts Wood Drive N. Charleston SC 29406 (843) 207-0402 MBE

Wallace Mechanical Supply, Inc. – Sent bid information but did not receive a bid
Wallace Funderburk, Jr 635 State Road Cheraw SC 29520 (843) 537-4277 MBE

Carefree Plumbing, LLC - Left Message, no return call
Fred Howard 172 E. Pinckney Lincolnville SC 29483 (843) 814-7879 MBE

S & S Service King Plumbing, LLC – No voicemail set up, called twice
Marcus Simmons 912 Postfoot Circle Georgetown SC 29440 (843) 318-3708 MBE

Louis' Mobile Welding & Contracting – Not bidding
Louis Williams 113 Bailey Drive Summerville SC 29485 (843) 270-2634 MBE

A & A Painting - Left Message, no return call
Jerry Banks P.O. Box 72544 N. Charleston SC 29415 (843) 567-2947 MBE

B & R Painting Contractors, Inc. – Not bidding
Anne B. Barker 1651 Stockholder Street Myrtle Beach SC 29577 (843) 448-9346 WBE

Barcelonas Painting, LLC – Mailbox Full, no answer
Ferdy Dejesus Lemus 305 Indigo Road Goose Creek SC 29445 (843) 200-9373 MBE

Charleston Professional Painting - Left Message, no return call
Shirley Grant 7616 Valley View Circle N. Charleston SC 29418 (843) 452-9364 MBE

East Bay Workshop, Inc. - Left Message, no return call
Lisa Maloney 3226 Maybank Hwy., Ste. E-2 Johns Island SC 29455 (843) 557-0111 WBE

P.C. Painting, LLC - Left Message, no return call
Peter Campbell, Sr 523 Spann Street Mt. Pleasant SC 29464 (843) 696-2324 MBE

Precision Walls, Inc. - Received quote but higher than low bid
Elizabeth Allen 7317 Peppermill Pkwy N. Charleston SC 29418 (843) 793-6020 WBE

11/8/14

11/8/14

JULIA RENAULT
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES
OCTOBER 2, 2022

Attn: Jill Renault
JON MUSSELMAN J MUSSELMAN CONSTRUCTION
1430 ASHLEY RIVER RD
CHARLESTON SC 29407

AFFIDAVIT OF PUBLICATION

The Post and Courier

State of South Carolina
County of Charleston

Personally appeared before me the undersigned advertising clerk of the above indicated newspaper published in the city of Charleston, county and state aforesaid, who, being duly sworn, says that the advertisement of

(copy attached)

appeared in the issues of said newspaper on the following day(s):

10/02/16 Sun PC
10/09/16 Sun PC
10/02/16 Sun CNW
10/09/16 Sun CNW

"J. MUSSELMAN CONSTRUCTION is soliciting bids from women and minority owned subcontractors for the CP1525 Police Dept. Team 4 office upfit. Contact our office for more information 843-225-0406 or frontdesk@jmusselman construction.com."
AD#1501954

at a cost of **$51.60**
Account# **271973**
Order# **1501954**
P.O. Number:

Subscribed and sworn to before me this 11 day of October A.D. 2016

Stephanie Kruger
advertising clerk

NOTARY PUBLIC, SC
My commission expires

RECEIVED OCT 12 2016

CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

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

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

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

BUSINESS NAME: J. Musselman Construction Inc

CHARLESTON STREET ADDRESS: 1430 Ashley River Road

SIGNATURE: _____ TITLE: Vice President

By: Vance Alexander
(Print Name)

Sworn to and subscribed before me at 1430 Ashley River Road
State of South Carolina, this 20 day of October, 2016.

_____ (SEAL)
Notary Public for South Carolina, Charleston
My Commission Expires 10-2-22

JULIA RENAULT
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES
OCTOBER 2, 2022

City of Charleston, South Carolina

BUSINESS LICENSE

2016

A LICENSE IS HEREBY GRANTED TO:

J Musselman Construction Inc
DBA: J Musselman Construction Inc
PO BOX 80785
Charleston, SC 29416

DATE OF ISSUE		
MO	DAY	YEAR
7	21	2016

— CLASS —
8.1 - 238990

LICENSE #	32824

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

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

Alan D Horne, Jr

REVENUE COLLECTIONS DIRECTOR
CHARLESTON, SOUTH CAROLINA

RECEIPT (TRC-001617-20-01-2016)

BILLING CONTACT
Jon Musslelman
J. Musselman Construction, Inc.
1430 Ashley River Rd
Charleston, Sc 294075306

City of Charleston
2 George St.
Charleston, SC 29401
Phone: (843) 724-3711

Reference Number	Fee Name	Transaction Type	Payment Method	Amount Paid
BL000913-01-2016 1430 Ashley River RD Charleston, SC 294075306	Business License Fee : Class 8.1 (Itinerant)	Fee Payment	Check #11324	$10,810.78
	Contractor Registration Fee	Fee Payment	Check #11324	$25.00
			SUB TOTAL	$10,835.78
			TOTAL	$10,835.78

City of Charleston
2 George St.
Charleston, SC 29401
Phone: (843) 724-3711

Business License Receipt

DATE	01/20/2016
INVOICE #	00001635

ACCOUNT:

J. Musselman Construction, Inc.
DBA: J Musselman Construction Inc
P.O. Box 80785
Charleston, SC 29416

Class: 8.1
NAICS: 238990

LICENSE #	BL000913-01-2016

Date	Status	Payment	Amount
01/20/2016	Paid In Full	Check	$10,835.78

Total Paid	**$10,835.78**

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,
J. Musselman Construction, Inc.
(Name of Principal)

AS PRINCIPAL, AND Western Surety Company, as SURETY
(Name of Surety)

are held and firmly bound unto The City of Charleston hereinafter called the "Owner", in the penal sum of An Amount Equal To Five Percent Of The Principal's Bid - - - - - - - -(5% OF BID--) Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated October 20, 20 16, for Project Name: Police Department Team 4 & Training Offices and Project Number: CP1525.

Now, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 20th day of October, 20 16, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

J. Musselman Construction, Inc.
(Name of Principal)

By: _____

(SEAL)

Western Surety Company
(Name of Surety)

By: Cynthia M. Partin

Cynthia M. Partin - Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Cynthia M Partin, Bradley D Lorenzetti, Rebecca E Cano, Pamela Brandt, Individually

of Columbia, SC, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of August, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 28th day of August, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021

S. EICH
NOTARY PUBLIC
SOUTH DAKOTA

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of October, 2016.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

CP1525

POLICE TEAM 4 & TRAINING OFFICES

20 OCT 2016 - BID LOG

	CCS	BENCHMARK	HOWELL & HOWELL	TREAT & WOODMAN
BASE BID	$729,500	$797,864	$821,972	$610,635
ALTERNATE 1	$ DEDUCT 6,702	DEDUCT - $6,818	DEDUCT - $4400	DEDUCT - $4500
ALTERNATE 2	DEDUCT $4,330	DEDUCT - $1,671	DEDUCT - $5,250	DEDUCT - $1800
ALTERNATE 3	DEDUCT $9,000	DEDUCT - $8,322	DEDUCT - $6,470	ADD - $9500
ALTERNATE 4	ADD $1,700	ADD - $1,582	ADD - $5,200	ADD - $3500
UNIT PRICE 1	$3.15	$6300	$3.25	$15.00
UNIT PRICE 2	$1.25	$2.65	$2.25	$2.00
Addendum Acknowledgement	YES	YES	YES	YES
MWBE Affidavit	YES	YES	YES	YES
Local Vendor Affidavit	N/A	N/A	NOT SUBMITTED-N/A	NOT SUBMITTED

CITY PROJECT MANAGER:
CURT BERG

WITNESS: NATE YOKOYAMA

CP1525

POLICE TEAM 4 & TRAINING OFFICES

20 OCT 2016 - BID LOG

	NBM	HUTTER	IPW	J. MUSSELMAN
BASE BID	$694,052	$693,000	$744,493	$572,025
ALTERNATE 1	DEDUCT - $4,726	DEDUCT - $6,164	DEDUCT - $6,164	DEDUCT - $6,164
ALTERNATE 2	DEDUCT - $5,178	DEDUCT - $4,258	DEDUCT - $1,000	DEDUCT - $3,400
ALTERNATE 3	DEDUCT - $7,787	DEDUCT - $12,240	DEDUCT - $6,470	DEDUCT - $7,470
ALTERNATE 4	ADD - $2,171	ADD - $1,620	ADD - $2,000	ADD - $1,688
UNIT PRICE 1	$3.85	$3.00	$5.50	$2.94
UNIT PRICE 2	$2.05	$1.50	$1.50	$1.15
Addendum Acknowledgement	YES	YES	YES	YES
MWBE Affidavit	YES	YES	YES	YES
Local Vendor Affidavit	NOT COMPLETED	NOT SUBMITTED	N/A	SUBMITTED

CITY PROJECT MANAGER:
CURT BERG

WITNESS: NATE YOKOYAMA

WALKER | CONCEPTS
ARCHITECTURE

EXHIBIT "B"

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CP1525: Office Upfit Police Team 4

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008000	Supplementary General Conditions of the Contract	4
	Invitation for Construction Bids	1
	Instructions to Bidders	5
	Bid Form	3
	MBE Compliance Provisions	2
	MBE Good Faith Effort Program Affidavits A, B, C	4
	Local Vendor Recognition Affidavit	1
	Bid Bond	1
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	DRAFT Construction Contract – AIA Document A101 - 2007	5
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General Requirements Subgroup		
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012300	Alternates	2
012600	Contract Modification Procedures	2
012900	Payment Procedures	4
013100	Project Management and Coordination	5
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014000	Quality Requirements	6
014200	References	6
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017000	Execution Requirements	6
017329	Cutting and Patching	3
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017823	Operation and Maintenance Data	5
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DIVISION 03 - CONCRETE
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DIVISION 04 - MASONRY
NOT APPLICABLE

DIVISION 05 – METALS
NOT APPLICABLE

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES
060573 Wood Treatment 3
062000 Finish Carpentry 4
062410 Architectural Wood Casework 4

DIVISION 07 - THERMAL AND MOISTURE PROTECTION
072116 Blanket Insulation 2
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084113 Aluminum-Framed Storefronts 6
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087913 Key Storage Equipment 5
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102113 Toilet Compartments 4
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104416 Fire Extinguishers 4
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DIVISION 11 - EQUIPMENT
NOT APPLICABLE

DIVISION 12 - FURNISHINGS
NOT APPLICABLE

DIVISION 13 - SPECIAL CONSTRUCTION
NOT APPLICABLE

DIVISION 14 - CONVEYING EQUIPMENT
NOT APPLICABLE

Facility Services Subgroup

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220553 Identification for Plumbing Piping and Equipment 4
220719 Plumbing Piping Insulation 3
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221006 Plumbing Piping Specialties 3
224200 Plumbing Fixtures 3

DIVISION 23 - MECHANICAL

230000 Basic HVAC Methods and Requirements 5
230500 HVAC Submittals and Closeout Requirements 4
230553 Identification for HVAC Equipment 6
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230713 Duct Insulation 4
233100 HVAC Ducts and Accessories 14

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283100 Fire Alarm System 6

Site and Infrastructure Subgroup

DIVISION 31 - EARTHWORK
NOT APPLICABLE

DIVISION 32
NOT APPLICABLE

DIVISION 33 - UTILITIES
NOT APPLICABLE

APPENDIX
NOT APPLICABLE

END OF TABLE OF CONTENTS

SECTION 000115- LIST OF DRAWINGS

PART 1 - GENERAL

1.1 DRAWINGS

A. The following drawings entitled "CP1525: Office Upfit Police Team 4" bearing the date December 23, 2015, accompany this specification and are integral thereto:

General

T1.0
~~T0.0~~ Titlesheet
G1.0 ANSI Requirements
G1.1 ANSI Requirements and General Legend
G1.2 Life Safety Plans and Code Analysis
G1.3 UL Certifications
G1.4 UL Certifications

Demolition

D1.1 First Floor Demolition Plan
D1.2 Second Floor Demolition Plan
D2.1 First Floor Reflected Ceiling Demo Plan
D2.2 Second Floor Reflected Ceiling Demo Plan
D3.1 Roof Demolition Plan

Architectural

A1.1 First Floor Plan
A1.2 Second Floor Plan
A1.3 Interior Finish Plan and Schedule
A2.1 First Floor Reflected Ceiling Plan
A2.2 Second Floor Reflected Ceiling Plan
A3.1 Door and Window Schedules
A4.1 Wall Types and Details
A5.1 Interior Elevations and Details
A5.2 Interior Elevations and Details

Electrical

E0.1 Legend, Notes & Schedules
E1.1 First Floor Lighting Plan
E1.2 Second Floor Lighting Plan
E2.1 First Floor Power Plan
E2.2 Second Floor Power Plan
E3.1 First Floor Equipment Plan
E3.2 Second Floor Equipment Plan
E5.1 Panel Schedule Power Risers

Fire Alarm

FA0.1 Legend, Notes & Specifications
FA1.1 First Floor Fire Alarm Plan
FA1.2 Second Floor Fire Alarm Plan

Mechanical

M001 Notes, Legend & Specs
M002 Schedules & Details
M003 Details & Specs ← M004: SCHEDULE
M010 1st Floor Demo Plan
M020 2nd Floor Demo Plan
M101 1st Floor HVAC Plan
M102 2nd Floor HVAC Plan

Plumbing

P001 Notes, Legend & Specs
P002 Schedules & Details
P003 Details & Specs.
P010 1st Floor Demo Plan
P020 2nd Floor Demo Plan
P101 1st Floor Waste Plan
P102 1st Floor Water Plan
P201 2nd Floor Waste Plan
P202 2nd Floor Water Plan

END OF SECTION 000115

12.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: J. Frank Newham **DEPT.** Public Service

SUBJECT: RUTLEDGE AVE/ BATTERY CHECK VALVE REPLACEMENT PROJECT

REQUEST: Approval for B&C Land Development to perform emergency repairs/replacement of tidal check valve at the Battery

COMMITTEE OF COUNCIL: Ways & Means **DATE:** November 22, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐	Adelaide Andrews/JCB	☐
Cap. Proj. Cmte. Chair	☐	☐	Amy Wharton	☐
Dir. Dept. of Public Serv.	☐	☐		☐
	☐	☐		☐

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

If yes, provide the following: Dept./Div: 193052 Account #: 52425

Balance in Account $48,625.00 Amount needed for this item $48,625.00

NEED: Identify any critical time constraint(s). The work was performed as an emergency repair due to the need to replace a failed check valve.

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Mayor's Signature: [signature]

John J. Tecklenburg, Mayor

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

CITY OF CHARLESTON

Report Date: 10/19/2016

PURCHASE ORDER STATUS INQUIRY

PURCHASE ORDER INFORMATION

Requisition

PO Number:
PR Number: PR165544

Vendor: V008876 **B&C Land Development**
Addr Cd: AA
3785 Old Charleston Highway
Johns Island, SC 29455

Confirm:		**Requested by:** Marcella Hedegor	**Entry Dt:** 10/19/2016	**Blanket Number:**	
Account:		**Approved Status:**	**Req. Dt:** 10/19/2016	**Blanket Amount:**	0.00
Bid:		**Printed by:**	**Apr Dt:**	**Blanket Remaining:**	0.00
Contract:			**Print Dt:**	**Buyer:**	B01
Ship To:	L193010	**End Use:** Rutledge-Emergency	**Sec Cd:** DP63	**Req. Codes:**	EC
Bill To:	L000001		**Type:** P		XP

ITEMS

Item	Qty Ordered	Qty Received	UN	Unit Price	Key	Object	Tax1 Tax2	Discount Charges	Extended	Catalog Ship To	F/A Whse	Print Chg
0001	1.00	.00	EA	48,625.0000	193052	52425	0.00		48,625.00		N	Y0

Demo existing ring cover and cone section
on existing drain structure. 1 ea 30"
checkmate valve installed.
1 ea 3x3 EJ hatch to access valve for
maintenance. Cleaning, traffic control,
patching.

PR Notes/Print Before/Print After Text

Emergency Backflow Valve Replacement: Rutledge Ave/Murray Blvd. Emergency justification and proposal coming via email. This will be scheduled to go to CPR and Council for approval.

APPROVAL STATUS

Status	Approver	Received In	Processed Out	Comments	Reference
Accepted	Marcella Hedegor	10/19/2016 9:49:19	10/19/2016 9:49:46		A17
Pending	Tom O'Brien	10/19/2016 9:49:49			A3_0023

ENCUMBRANCES

	Item #	Key	Object	Reference #	Post Date	EN Amount	PD Amount	T	Pay
2016	0001	193052	52425	PR165544	10/19/2016	48,625.00	0.00	EN	
					Balance:	48,625.00			

OPEN HOLD ACTIVITY (including USE TAX payments if applicable)

Vendor	Item #	Key	Object	Check #	Check Date	Amount	Invoice #	Invoice Date

EMERGENCY PURCHASE JUSTIFICATION FORM

DEPARTMENT: Public Service

PRODUCT: Emergency Backflow Valve Replacement: Rutledge Avenue/Murray Boulevard

VENDOR: B&C Land Development, Inc.

DATE: October 18, 2016

1. Describe in detail the Emergency and impact to City operations.

During Hurricane Matthew, excessive rainfall and abnormally high tides caused flooding in several areas around Rutledge and Ashley Avenues (up to Broad Street). In investigating the flooding, it was discovered that a storm drain check valve (Tide Flex) at the seawall at Rutledge was not letting the water drain once the tide receded. Pumps were needed to remove the water to open up the streets to traffic and drain the adjoining properties. The valve has failed and needs to be replaced.

2. Describe in detail the item affected and what corrective action needed.

The existing vault in the intersection of Rutledge & Murray will be converted to accommodate an in-line check valve. The existing Tide Flex valve at the seawall will be removed. Due to the lead time needed to obtain the valve and the amount of work that was done in the intersection after the storm, we have retained B&C to complete the alteration of the vault and order and install the new valve.

3. What is the estimated cost and time to complete repair/replacement.

The cost for this work is $48,625.00. Work has begun on the project. Parts necessary to convert the vault and the new check valve have been ordered. There is a 3-4 week lead time on the delivery of the valve.

Requester Signature _____ Title SENIOR ENG. PM

Approver Signature _____ Title DIRECTOR

B&C LAND DEVELOPMENT, INC.
3785 Old Charleston Highway
Johns Island, S.C. 29455
843-766-8109 PHONE
843-766-8158 FAX

PROPOSAL

Date:	10/18/2016
Project:	Rutledge & Murray Blvd. Check Valve Replacement
Company	City of Charleston
Attn:	Frank Newham

We hereby propose to furnish the materials, labor, and equipment necessary for the completion of SCOPE:

Demo existing ring- cover and cone section on existing drain structure
1 EA 30" checkmate valve installed in existing 30" concrete pipe
1 EA 3x3 EJ hatch to access valve for maintenance
Traffic control
Steel plates to cover excavation while waiting on new top to be poured
Remove existing tide flex on the outside of the battery wall
Asphalt patch around new hatch
Flowable fill around box
Clean out oysters inside of both pipes for plug and new check valve

All materials are guaranteed to be as specified, and the above work to be performed in accordance with drawings and specifications submitted and completed in a substantial workmanlike manner, for the sum of $ 48,625.00

Note: Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements are contingent upon accidents or delays beyond our control.

TERMS AND CONDITIONS:
*Net 30
*Bid good for 90 days
*Normal work hours (7:30 AM- 5:00PM)
*Service charge of 1 1/2 % per month (APR18%) on all invoices past due

THIS PRICE DOES NOT INCLUDE THE FOLLOWING:
*Layout, or Engineering
*Permits, Impact or Tap Fees
*Mucking or haul of muck material
*Boring/Drilling of any type
*Dewatering such as well pointing, if required well pointing would be priced by the LF of installed pipe

*No Retainage to be held unless stipulated in a Separate Formal Contract

Respectfully Submitted,

B&C Land Development, Inc.

By: _____
Charles S. Rooke

ACCEPTED:
The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____ Date of Acceptance: _____
Witness _____

NOTE: This proposal may be withdrawn if not accepted within 30 days

13.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: J. Frank Newham **DEPT.** Public Service

SUBJECT: GREENLEAF DRAINAGE IMPROVEMENT PROJECT

REQUEST: We are requesting approval for Anson Construction Company, Inc. to construct drainage improvements at Greenleaf Street.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** November 22, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐	Amy Wharton	☐
Dir. Dept. of Public Serv.	☑	☐		☑
	☐	☐		☐

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

If yes, provide the following: Dept./Div: 050365 Account #: 52240

Balance in Account $216,200.00 Amount needed for this item $216,200.00

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

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

BID TABULATION
CITY OF CHARLESTON Greenleaf DrainageProject
Thursday, October 27, 2016
2:00 PM

Bidder	License #	Bid Bond	Acknowledge Addendum	Non-Collusion Affidavit	MBE Compliance A&B or C	Bid Amount
Anson Construction Company, Inc.	G10178	Y	Y	Y	Y	$216,200.00
Green Construction Company of Summerville	G16366	Y	Y	Y	Y	$239,648.00
Triad Engineering and Contracting Co.	GC14544	Y	Y	Y	Y	$264,851.00
IPW Construction Group, LLC	G117838	Y	Y	Y	Y	$277,640.10
B&C Land Development, Inc.	G113138	Y	Y	Y	Y	$282,282.00

CITY OF CHARLESTON

DEPARTMENT OF PUBLIC SERVICE

CONSTRUCTION SPECIFICATIONS & CONTRACT DOCUMENTS

GREENLEAF DRAINAGE PROJECT

SEPTEMBER 2016

Mayor John J. Tecklenburg

City Council

F. Gary White, Jr.

Rodney Williams

James Lewis, Jr.

Robert M. Mitchell

Marvin D. Wagner

William Dudley Gregorie

Perry K. Waring

Michael S. Seekings

A. Peter Shahid, Jr.

Dean C. Riegel

William A. Moody, Jr.

Kathleen G. Wilson

SECTION 01105 ADVERTISEMENT FOR BIDS

PROJECT: **GREENLEAF DRAINAGE PROJECT**

OWNER: City of Charleston

RECEIPT OF BIDS: Separate sealed bids for the construction of the above referenced project will be received by the Owner at their office, October 27, 2016 until 2:00 p.m., local time at the Department of Public Service, Engineering Division, 2 George Street, Suite 2100, Charleston, South Carolina, 29401 and at said office will be publicly opened and read aloud.

PROJECT DESCRIPTION: The Work will include traffic control; removal, milling and resurfacing of existing pavement; removal of existing storm drain pipes and structures; installation of new storm drain and structures; grading; and debris removal as shown in the Drawings.

DOCUMENT EXAMINATION: The Contract Documents may be examined at the following:
City of Charleston Department of Public Service, Engineering Division – 2 George Street, Suite 2100, Charleston, South Carolina.

DOCUMENTS AVAILABLE: CDs with the Contract Documents may be obtained at the Department of Public Services, Engineering Division, 2 George Street, Suite 2100, Charleston, South Carolina.

DEPOSIT: No deposit will be required for the first CD of Electronic Contract Documents taken. Additional CDs will require a $15 fee.

SECURITY: Each bid must be accompanied by a certified check of the Bidder, or by a Bid Bond made payable to the Owner, for an amount equal to not less than 5% of the total bid as a guarantee that, if the bid is accepted, the required Agreement will be executed and that a 100% Performance Bond and 100% Payment Bond will be furnished.

OWNER'S RIGHTS: The Owner reserves the right to waive any informalities in bidding and to reject all Bids if it is in the Owner's best interest to do so. Unless all bids are rejected, award will be to the lowest responsive, responsible Bidder.

WOMEN'S AND MINORITY BUSINESS GOALS: This contract requires compliance with the City of Charleston's minority and women-owned business goals. Bids will not be accepted without compliance with this program. All bidders are advised to familiarize themselves with the city's women's and minority business goals early in the bid preparation process as time is required to properly seek out and solicit qualified women-owned and minority businesses. Goals with regards to Women's and Minority Business Enterprises are specified in Section 01110.

Laura S. C.

Ms. Laura S. Cabiness, P.E.
Director of Public Service
City of Charleston

(End of Section 01105)

SECTION 01110 INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS: Bids will be received at the time and place as specified in the Advertisement for Bids, and then at said office publicly opened and read aloud. Late Bids will not be accepted nor considered.

2. LICENSES: The attention of Bidders is directed to the provisions of the acts for licensing of General Contractors for the State of South Carolina and all requirements of such acts which have bearing upon this work shall be deemed a part of the Specifications as if written therein in full. The showing by the Contractor of his license number shall be deemed as the Contractor's representation that he is legally qualified to enter into the prescribed Contract for any/or all portions of the work included in his Bid.

   All Bidders submitting a Bid shall have a currently valid State of South Carolina Contractor's License for performing work under this contract. Required license numbers shall be shown on the Bid form immediately below the signature identification and on the face of the sealed envelope containing the submitted Bid.

   Subcontractors who will be engaged by the General Contractor shall also hold the required licenses.

3. BID SECURITY: Each Bid must be accompanied by a certified check of the Bidder, or a Bid Bond duly executed by the Bidder as principal and having as surety thereon a surety company qualified to do business under the laws of the State of South Carolina and satisfactory to the Owner, in an amount not less than five (5) percent of the Bid. Such check or Bid Bond will be returned to all except the three (3) lowest Bidders within three (3) days after the opening of Bids, and the remaining checks or Bid Bonds will be returned promptly after the Owner and the accepted Bidder have executed the Agreement, or, if no award has been made within 45 days after the date of the opening of Bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his Bid.

4. GUARANTY BONDS: The Bidder to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond, each in the sum of the full amount of the Contract Price, within 10 calendar days from the date when Notice of Award is delivered to the Bidder.

   The Bonds must be duly executed and acknowledged by the Bidder as principal and by a corporate surety company qualified to do business under the laws of the State of South Carolina and satisfactory to the Owner as surety, for the faithful performance of the Contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor.

   Each Bond must be valid for one year beyond the date of final acceptance of the project.

5. EXECUTION OF CONTRACT: The Owner, within 10 days of receipt of acceptable Performance Bond, Payment Bond, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

6. POWER OF ATTORNEY FOR BONDS: Attorneys-in-fact who sign Bid Bonds or Performance Bonds or Payment Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT: The successful Bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within 10 days

after he has received notice of the acceptance of his Bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his Bid.

8. LAWS AND REGULATIONS: All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included as though herein written out in full.

9. NON-RESIDENT CONTRACTORS: A Bidder, who is a non-resident contractor, shall be aware of Section 12-9-310, Article 3, of the South Carolina Income Tax Act of 1926, as amended. This article requires the Owner entering into a contract with a non-resident taxpayer, where such contract exceeds ten thousand dollars, to withhold two percent (2%) of each and every payment made to the non-resident.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. IRREGULAR BIDS: A Bid will be considered irregular and may be rejected for any one of the following reasons:

    19.1 If the Bid is on a form other than that furnished by the Owner; or if the form is altered or any part detached.

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

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

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

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

19.6 If the Bid contains obviously unbalanced Bid prices.

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

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

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

22. METHOD OF AWARD: Unless all Bids are rejected, the Contract will be awarded to the lowest responsive, responsible Bidder for the Greenleaf Drainage Project. A responsive Bidder is defined as one whose Bid is complete and submitted in accordance with the Contract Documents without excisions, exceptions, special conditions, or alternate Bids (unless specifically requested in the Bid form). A responsible Bidder is defined as one who is legally licensed to Bid and perform work in the State of South Carolina, maintains a permanent place of business, has adequate plant equipment to complete the work properly and within the established time limit, has adequate financial status to meet his obligations contingent to the work, and is considered by the Owner and Engineer to be capable of performing the work in accordance with the Contract Documents.

23. NOTICE TO PROCEED: The Notice to Proceed will be issued within 10 days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the 10-day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

24. ESTIMATED QUANTITIES: Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the Drawings and Specifications, including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

25. EASEMENTS: There are no anticipated easements required for this project. If an easement is required, the Owner will obtain it. Entry onto other private property by Contractor shall be made by separate agreement with the property owner. No additional compensation will be allowed for such agreements.

26. WORK IN STATE RIGHTS-OF-WAY: The Owner will obtain the necessary permits for construction across State Highway rights-of-way. The Contractor shall abide by all rules, regulations, and requirements of these agencies in regard to construction under this contract, including the giving of notices, provisions for inspections, and employment of such methods of construction as may be required. Wherever these Specifications may be in conflict with the regulations or requirements of these agencies, such regulations shall govern and these Specifications shall be modified to such extent as necessary to conform to the said rules, regulations, and requirements. Wherever additional costs are incurred due to requirements of these agencies, such additional periods of maintenance, special features of construction, etc., all such costs shall be included in the prices Bid. No additional compensation will be allowed for such costs after award of the Contract.

27. RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK: The work comprises approximately the quantities shown in the Bid form, which will be used as a basis for comparison of Bids and not for final estimate. The Owner does not, by expression or by implication, agree that the actual amount of work shall correspond with the estimated quantities.

    The Owner reserves the right to increase or decrease the amount of work under the Contract to the extent of 25% of the work contemplated, at the unit prices quoted in the Bid.

28. MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM

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

    B. MBE Goals: The City has established goals for both Minority Business Enterprise (MBE) and Women Business Enterprise (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own a minimum of fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify. The goals for this contract are a combined 20% for minority and women-owned business enterprise participation. These goals will be applied to the overall contract.

    C. Certification of Eligibility of MBE/WBE: All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's MBE office. Questions regarding certification requirements shall be addressed to the City's Minority Business Enterprise Office. A list of certified minority and women owned firms can be found on the City of Charleston's web site www.charleston-sc.gov using the Services link and then the Minority and Women Owned Business Development link.

    D. Bidder's MBE/WBE Participation: All bidders must document the extent of their MBE participation by completing the MBE Compliance Provision Forms. Bidders must also complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required, the Procurement Office shall deem the bid non-responsive and will be ineligible for award of the Contract.

    E. The contractor shall perform the contract in accordance with the representations made in the Minority/Women-Owned/Disadvantaged Business Enterprise Compliance Provisions (Affidavit A) and the Work to be Performed by Minority Firms (Affidavit B) submitted as part of the bid proposal.

29. FORM OF BID: All Bids must be submitted on the blank Bid form provided therefore and must state the total price for which the Bidder will complete the work in accordance with the terms of the Contract Documents. All blank spaces must be filled in and there shall be no interlineation, alterations, or erasures.

    The Bid must be signed manually in ink by a principal or an officer duly authorized to make contracts. The Bidder's legal name must be fully stated and the name and title of the person signing must be typed below his signature.

30. SUBMITTING BIDS: Each Bid must be submitted on the prescribed Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid must be fully completed and executed when submitted. Only one copy of the Bid form is required.

    Bidders are cautioned that it is the responsibility of each individual Bidder to assure that his Bid is in the possession of the responsible official or his designated alternate prior to the stated time and at the stated place of the Bid opening. Owner is not responsible for Bids delayed by mail and/or delivery services of any nature.

    Each Bid must be submitted in an opaque sealed envelope, plainly marked on the outside, addressed and delivered as shown below. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner in the following format and at the following address:

Upper Left Hand Corner:

Bidder's Name
Bidder's Address

To: City of Charleston
2 George Street, Suite 2100
Charleston, SC 29401

Attention: Ms. Laura S. Cabiness, P.E.
City Engineer

Lower Left Hand Corner:

Bid for Construction of:

GREENLEAF DRAINAGE PROJECT

South Carolina General Contractor's License No. _____

Classification _____

Expiration Date _____

City of Charleston Business License No._____

SECTION 01140 BID

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

FROM: Anson Construction Company, Inc.
P.O. Box 31979
Charleston, SC 29417
Phone 843 556 4411

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

PROJECT: **GREENLEAF DRAINAGE PROJECT**

The Bidder, in compliance with your Advertisement for Bids for the construction of above referenced project, having examined the Drawings and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labors, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The Bidder declares that he has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, and the difficulties attendant upon its execution, and that he has carefully read and examined the Drawings, the annexed proposed Agreement, and the Specifications and other Contract Documents therein referred to, and knows and understands the terms and provisions thereof.

Bidder understands that information relative to existing structures, apparent and latent conditions, and natural phenomena, as furnished to him on the Drawings, in the Contract Documents, or by the Owner or the Engineer, carries no guarantee expressed or implied as to its completeness or accuracy, and he has made due allowance therefore.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Bidder hereby agrees to commence work under this contract within 15 days of receipt of the Notice to Proceed and to fully complete the project within 60 consecutive calendar days thereafter.

Bidder also agrees to pay $500/day as liquidated damages for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

ADDENDA: Bidder acknowledges receipt of the following Addenda:

Addendum No. 1 Date 10/17/16
Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Mobilization	1	LS	$ 6200.00	$ 6200.00
2.	Traffic Control	1	LS	$ 6000.00	$ 6000.00
3.	Construction Stake-out	1	LS	$ 6000.00	$ 6000.00
4.	Removal of pipes & structures	1	LS	$ 3000.00	$ 3000.00
5.	Installed 24" RCP	762	LF	$ 160.00	$ 121920.00
6.	Junction Boxes	3	EA	$ 6000.00	$ 18000.00
7.	Inlets	3	EA	$ 3000.00	$ 9000.00
8.	Removal and Replacement of Fences	1	LS	$ 3000.00	$ 3000.00
9.	Debris Removal	1	LS	$ 9000.00	$ 9000.00
10.	Mill & Pave Street	1	LS	$ 9000.00	$ 9000.00
11.	Saw-cut Pavement	378	LF	$ 10.00	$ 3780.00
12.	Pavement Removal	470	SY	$ 22.00	$ 10340.00
13.	Fine Grading	1000	SY	$ 3.00	$ 3000.00
14.	Seeding	1000	SY	$ 1.00	$ 1000.00
15.	Stabilized Construction Entrance	1	EA	$ 4000.00	$ 4000.00
16.	Silt Fence	800	LF	$ 3.00	$ 2400.00
17.	Clean & Video Ex 24" Storm Drain	140	LF	$ 4.00	$ 560.00
				Total Bid Price	$ 216200.00

Additional work shall be paid in accordance with these unit prices.

The above unit prices shall include all labor, materials, dewatering, shoring, removal, overhead, profit, insurance, taxes, fees, etc., necessary to complete the proposed improvements shown and described in the Contract Documents.

LUMP SUM BID

The lump sum price shall include all costs for the installation of the drainage improvements in accordance with the Contract Documents. The lump sum bid for construction of the improvements is:

Two hundred sixteen thousand two hundred dollars and zero cents (Dollars) ($ 216200.00).

Bidder understands that the Owner reserves the right to reject any and all bids and to waive any informalities in the bidding. The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closed time for receiving bids.

Upon receipt of written notice of the award of this Bid, Bidder will execute the formal Agreement within 10 days, and deliver Surety Bonds as required by the General Conditions. The bid security attached in the sum of 5% of bid

($ 5% of bid) is to become the property of the Owner in the event the Agreement and Bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

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

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

A partnership consisting of _____.

The undersigned declares that the person signing this proposal is fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof.

It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

Respectfully Submitted:

(SEAL – if bid is by a Corporation)

Anson Construction Co., Inc.
(Contractor)

By: [signature]
(Signature)

H. C. Heyward
(Name)

Vice President
(Title)

P.O. Box 31979
(Address)

Charleston, SC 29417

SC General Contractor's License No. G10178

Initial the following items to indicate compliance with specifications:

JCH The Contractor has complied with the Owner's MBE Program and has completed and included Affidavits A and B or C.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of South Carolina)

County of Charleston)

H.C. Heyward, being first duly sworn, deposes and says that:

1. He is Vice President of Anson Construction Co., Inc., the Bidder that has submitted the attached Bid:

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

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

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

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

(signed) _____

Vice President
(Title)

Subscribed and sworn to before me this 27th day of October, 2016.

Megan Stutsman

Office Administrator (title)

My commission expires 2/22/2026.

MEGAN STUTSMAN
Notary Public, State of South Carolina
My Commission Expires 2/22/2026

MWBE Compliance Provisions

New Women/Minority Business Enterprise Forms

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

The guidelines for participation in City of Charleston's contracts for services, including construction, are hereby made part of any contracting resulting from this solicitation. These requirements shall apply to all contracts and resulting subcontracts issued by contractors. A list of certified minority and women-owned firms can be found on the City of Charleston's website www.charleston-sc.gov using the Services link and then the Minority and Women Owned Business Development link; or by contacting Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston, SC 29401, (843) 973-7247, snypet@charleston-sc.gov.

The new compliance documents are located in the Bid Package. These documents **must** be completed and returned with your bid response. Failure to do so may cause your bid/proposal response to be deemed non-responsive.

City of Charleston
Minority/Women-Owned Business Enterprise (MWBE) Compliance Provisions

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

APPLICATION:

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

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

The guidelines for participation in City of Charleston's contracts for services, including construction, are hereby made a part of any contract resulting from this solicitation. These requirements shall apply to all contracts and resulting subcontracts issued by contractors. A list of certified minority-owned and women-owned business enterprises can be found on the City of Charleston's website www.charleston-sc.gov; or by contacting Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston, SC 29401, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Offeror shall provide, **with the submittal,** the following Affidavits properly executed which signify that the Offeror understands and agrees to the incorporated contract provisions:

- ☐ **Affidavit A** - ***Listing of the Good Faith Effort & Identification of Minority and Women-owned Business Participation*** as certification that efforts were made to use MWBE businesses on this project,

  AND

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

  OR

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

2. All affidavits supplied by the Offeror shall become a part of the agreement between the Contractor and the City of Charleston for performance of this contract. Failure to comply with any of these statements, certifications, or intentions stated in the Affidavits, or with the MBE/WBE provisions shall constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition, any breach may result in the bidder being prohibited from participation in future construction bids as determined by the City of Charleston.

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

Name of Company: Anson Construction Company, Inc.

Signature	H.C. Heyward Print Name
Vice President Title	10/27/16 Date

Attest: Megan Stutz

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

Affidavit of N/A
(Name of Offeror)

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

- o 1. Contacted MBE businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***
- o 2. Followed up with contacted MBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- o 3. Made the construction plans, specifications, and requirements available for review by prospective MBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate minority participation.
- o 5. Attended pre-solicitation meetings scheduled by the City.
- o 6. Provided MBE with assistance in getting required bonding or insurance requirements or provided alternatives to bonding or insurance for subcontractors.
- o 7. Negotiated in good faith with interested MBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman business based on lack of qualifications shall include reasons for rejection documented in writing.)***
- o 8. Provided MBEs with assistance in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MBEs in obtaining the same unit pricing with the Offeror's suppliers in order to help such businesses in establishing credit.
- o 9. Provided training or mentoring to at least two (2) MBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools, or community organizations that provide recruitment, education or skill levels.
- o 10. Negotiated joint venture, partnership or other similar arrangements with MBEs in order to increase opportunities for minority business participation.
- o 11. Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

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

The undersigned hereby certifies that he/she has read the terms of the minority business commitment and is authorized to bind the Offeror to the commitment herein set forth.

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

Signature:_____

Title: _____

City of Charleston, South Carolina Minority Business Participation Efforts

(Use as many sheets as necessary)

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

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

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

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

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

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 Businesses

Affidavit of N/A. I hereby certify that on the
(Name of Offeror)
_____, 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 business enterprises. Minority businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below:

(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**)

The undersigned will enter into a formal agreement with minority firms for work listed in this schedule conditional upon execution of a contract with the Owner.

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

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

Signature:_____

Title:_____

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

Notary Public for the State of _____
Notary Seal:

AFFIDAVIT C

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

Affidavit of Anson Construction Company, Inc.
(Name of Offeror)

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

City of Charleston Greenleaf Drainage Project
(Name of Project)

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

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

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

Date: 10/27/16 Name of Authorized Officer (Print/Type): H.C. Heyward

Signature: [signature]

Title: Vice President

Sworn to before me this 27th day of October, 20__.
Notary Public for the State of South Carolina
My Commission Expires: 2/22/2026
Print Name: Megan Stutsman
Phone Number: 843 556 4411
Address: P.O. Box 31979
Charleston, SC 29417

Notary Seal:

(End of Section 01140)

SECTION 01142 BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned Anson Construction Company, Inc., as Principal, and Pennsylvania National Mutual Casualty Insurance Company, as Surety, are hereby held and firmly bound unto City of Charleston, as OWNER, in the penal sum of an amount equal to five percent of bid (5% of bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 27th day of October, 2016.

The Condition of the above obligation is such that whereas the Principal has submitted to City of Charleston a certain BID, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

GREENLEAF DRAINAGE PROJECT

NOW, THEREFORE,

1. If the said BID shall be rejected, or in the alternate,

2. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

By: P.F. Stutsman
Principal

Pennsylvania National Mutual Casualty Insurance Company
Surety

By: Laura W. Dennison
Laura W. Dennison, Attorney-in-Fact

SEAL

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

(End of Section 01142)

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

6963

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint C. CRISS WILLIAMS JR. AND LAURA W. DENNISON, BOTH OF COLUMBIA, SOUTH CAROLINA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF FIVE MILLION DOLLARS - - - - - - - - - - - - - - ($5,000,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON AUGUST 31, 2024, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

> RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on August 29, 2014.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY

Robert B. Brandon, Senior Vice-President, Underwriting Operations

Commonwealth of Pennsylvania, County of Dauphin – ss:

On August 29, 2014, before me appeared Robert B. Brandon to me personally known, who being by me duly sworn, did say that he resides in the Commonwealth of Pennsylvania, that he is the Senior Vice-President, Underwriting Operations of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Traci A Kimmich, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Oct 31, 2016
Member, Pennsylvania Association of Notaries

Notary Public

I, Robert B. Brandon, Senior Vice-President, Underwriting Operations of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on October 27, 2016

Senior Vice-President, Underwriting Operations

78-190e (Rev 10/2012)

SECTION 01210 AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 201__, by and between THE CITY OF CHARLESTON,

acting herein through its _____ Mayor _____
(Title of Authorized Official)

hereinafter call "OWNER" and ANSON CONSTRUCTION COMPANY, INC.
(Name of Contractor)

doing business as ANSON CONSTRUCTION COMPANY, INC.
(an Individual), (a Partnership), or (a Corporation)

of the City of CHARLESTON, County of CHARLESTON, and

State of SOUTH CAROLIINA, hereinafter called "CONTRACTOR."

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

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

   hereinafter called the PROJECT.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 15 calendar days after the date of the NOTICE TO PROCEED and will fully complete the PROJECT within 60 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $500.00 for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

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

   $216,200.00 Dollars or as shown in the Bid Schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

   5.1 Advertisement for Bids

   5.2 Information for Bidders

   5.3 Bid

   5.4 Bid Bond

5.5 Agreement

5.6 General Conditions

5.7 Supplemental Conditions

5.8 Performance Bond

5.9 Payment Bond

5.10 Certificate of Owners Attorney

5.11 Notice of Intent to Award

5.12 Notice of Award

5.13 Notice to Proceed

5.14 Change Orders

5.15 Drawings prepared by The City of Charleston and listed in the Supplemental Conditions

5.18 Addenda

No.1_____ Dated October 17, 2016

No._____ Dated _____

No._____ Dated _____

No._____ Dated _____

6. The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions and such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in six counterparts, each of which shall be deemed an original, in the year and day first above written.

_____
(OWNER)

By:_____

_____

(SEAL)

_____
(Title of Authorized Official)

ATTEST:

_____
(Secretary)

_____
(Witness)

ANSON CONSTRUCTION COMPANY, INC.
(CONTRACTOR)

By: P.F. Stutsman

P.F. STUTSMAN

PRESIDENT
(Title)

(SEAL)

PO BOX 31979, CHARLESTON, SC 29417
(Address)

ATTEST:

H.C. HEYWARD
(Secretary)

Sherrie Benson SHERRIE BENSON
(Witness)

(End of Section 01210)

SECTION 01212 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Charleston
(Name of Owner)

2 George Street, Charleston, SC 29401
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER, dated the _____day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

GREENLEAF DRAINAGE PROJECT

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

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

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

_____
Principal

_____
(Principal) Secretary (SEAL)

By:_____(S)

_____
Address

_____

_____
Witness as to Principal

_____
Address

_____

ATTEST:

_____
Surety

_____
(Surety) Secretary

By:_____
Attorney-in-Fact

(SEAL)

_____
Address

_____
Witness as to Surety

_____

_____
Address

_____

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

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

(End of Section 01212)

SECTION 01214 PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

_____hereinafter called Principal, and
(an Individual), (a Partnership), or (a Corporation)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Charleston
(Name of Owner)

2 George Street, Charleston, SC 29401
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____Dollars, $(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER, dated the _____day of _____, 201__, a copy of which is hereto attached and made a part hereof for the construction of:

GREENLEAF DRAINAGE PROJECT

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

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

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 201_.

ATTEST:

_____
(Principal) Secretary (SEAL)

_____
Witness as to Principal

_____
Address

_____

_____
Principal

By:_____(S)

_____
Address

_____

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness as to Surety

_____
Address

_____

_____
Surety

By:_____
Attorney-in-Fact

_____
Address

_____

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

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

(End of Section 01214)

SECTION 01218 CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of_____

_____

do hereby certify as follows:

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

_____
(Signed)

Date:_____

(End of Section 01218)

NOTICE OF AWARD

TO: _____

_____

_____

PROJECT DESCRIPTION: **GREENLEAF DRAINAGE PROJECT**

The OWNER has considered the BID submitted by you on_____, 201__, for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

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

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out to the OWNER'S acceptance of your BID as abandoned and as forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this_____day of _____, 201_

City of Charleston

By:_____
Laura S. Cabiness, P.E.

Title: Director of Public Service

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby

acknowledged by

This the _____day of_____, 201_

By

Title_____

SECTION 01221 **CHANGE ORDER**

Date:
Change Order No.:
Contract No.:

Description of and Reason for Change:_____
_____
_____
_____

Itemization of Proposed Change and Basis for Payment

Original Contract Price..... $_____
Previous Change Orders..... $_____
This Change, (An Addition) (A Deduction) of..... $_____
Proposed Revised Contract Price..... $_____

Additional funds are to be provided in the following manner:_____
_____

Extension of Contract Time Required: _____ Days

Revised Contract Completion Date: _____.

This Change is Acceptable: _____, Contractor

By _____

Recommended: Project Manager

By _____

Approval of Change Requested: CITY OF CHARLESTON, Owner

By _____
Laura S. Cabiness, P.E.

NOTICE TO PROCEED

TO: _____

_____

_____

Date: _____

Project: _____

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

_____ City of Charleston _____
Owner

By _____
Laura S. Cabiness, P.E.

Title _____ Director. Public Service _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by _____

this the _____ day of _____, 201__.

By _____

Title _____

SECTION 01230 GENERAL CONDITIONS

1. GENERAL

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

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

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

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

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

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

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

Should a conflict be discovered within the Contract Documents, the Contractor shall be deemed to have estimated the higher quality way of doing the Work unless he shall have asked for and obtained a decision in writing from the Engineer before entering into this Contract.

1.4 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS: The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

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

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

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

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

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

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

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

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

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

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

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

CHANGE ORDER: A written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LATEST EDITION: The current printed document issued eight weeks or more prior to date of receipt of bids.

MAINTENANCE OF TRAFFIC: All permits, manpower, equipment, and signage required to properly notify and direct the public around and through the work zone.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ROCK: An excavated material or material to be excavated; only boulders and pieces of concrete or masonry exceeding 1/2 cu. yd. in volume, or solid ledge rock which, in the opinion of the Engineer, requires, for its removal, drilling and blasting, wedging, sledging, barring, or breaking up with a power-operated tool. No soft or disintegrated rock which can be removed with hand pick or power-operated excavator or shovel, no loose shaken, or previously blasted rock or broken stone in rock fillings or elsewhere, and no rock

exterior to the maximum limits of measurement allowed, which may fall into the excavation will be classified as rock.

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

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

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

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

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

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

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

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

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

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

SUPERINTENDENT: The Contractor's authorized representative in responsible charge of the work.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

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

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

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

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

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

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

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

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

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturers Association
AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
AATC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AED	American Equipment Dealers
AFBMA	Anti-Friction Bearing Manufacturers Association, Inc.
AFI	American Filter Institute
AGA	American Gas Association
AGC	Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AHAM	Association of Home Appliance Manufacturers
AHDGA	American Hot Dip Galvanizers Association
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ALS	American Lumber Standards
AMA	Acoustical Materials Association
AMCA	Air Moving and Conditioning Association
ANS	American Nuclear Society
ANSI	American National Standards Institute

APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ARA	American Railway Association
AREA	American Railway Engineering Association
ARI	Air Conditioning and Refrigeration Institute
ASA	Acoustical Society of America
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASQC	American Society for Quality Control
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AVATI	Asphalt and Vinyl Asbestos Tile Institute
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers' Association
AWPI	American Wood Preservers' Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
CABRA	Copper and Brass Research Association
CDA	Copper Development Association
CEMA	Conveyor Equipment Manufacturers Association
CGA	Compressed Gas Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards, US Department of Commerce
CSI	Construction Specification Institute
DCDMA	Diamond Core Drill Manufacturers Association
EIA	Electronic Industries Association
FCI	Fluid Controls Institute
FGJA	Flat Glass Jobbers Association
FIA	Factory Insurance Association
FM	Factory Mutual
FMEC	Factory Mutual Engineering Corporation
FS	Federal Specification
FSPT	Federation of Societies for Paint Technology
FSS	Federal Specifications, General Services Administration
FHWA	Federal Highway Administration
GA	Gypsum Association
IBI	Insulation Board Institute
IBR	Institute of Boiler and Radiator Manufacturers
IEEE	Institute of Electric and Electronics Engineers
IES	Illuminating Engineering Society
ILIA	Indiana Limestone Institute of America, Inc.
IME	Institute of Makers of Explosives
IP	Institute of Petroleum (London)
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
LIA	Lead Industries Association
MBMA	Metal Building Manufacturers Association
MIA	Marble Institute of America
MLA	Metal Lath Association
MLMA	Metal Lath Manufacturers Association
MPTA	Mechanical Power Transmission Association

MRIS	Maritime Research Information Service
MS	Military Specification
MSTD	Military Standard
NAAMM	National Association of Architectural Metal Manufacturers
NAFM	National Association of Fan Manufacturers
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards
NCCLS	National Committee for Clinical Laboratory Standards
NCMA	National Concrete Masonry Association
NEC	National Electrical Code
NECA	National Electrical Contractors Association, Inc.
NEMA	National Electrical Manufacturers Association
NFC	National Fire Code
NFPA	National Fire Protection Association
NHLA	National Hardware Lumber Association
NLA	National Lime Association
NLGI	National Lubricating Grease Institute
NLMA	National Lumber Manufacturers Association
NMA	National Microfilm Association
NMWIA	National Mineral Wool Insulation Association
NPC	National Plumbing Code
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	National Sanitation Foundation
NTMA	The National Terrazzo and Mosaic Association
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PDCA	Painting and Decorating Council of America
PEI	Porcelain Enamel Institute
PI	Perlite Institute
RIS	Redwood Inspection Service
RMA	Rubber Manufacturers Association
RTI	Resilient Tile Institute
RWMA	Resistance Welder Manufacturers Association
SAE	Society of Automotive Engineers
SAMA	Scientific Apparatus Makers Association
SBI	Steel Boiler Institute
SCDOT	South Carolina Department of Transportation
SCPI	Structural Clay Products Institute
SDI	Steel Deck Institute
SIS	Swedish Standards Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPIB	Southern Pine Inspection Bureau
SPR	Simplified Practice Recommendation, US Department of Commerce
SSBC	Southern Standard Building Code
SSGC	Southern Standard Gas Code
SSPC	Steel Structures Painting Council
TAPPI	Technical Association of the Pulp and Paper Industry
TCA	Tile Council of America
TRB	Transportation Research Board
UL	Underwriters' Laboratories, Inc.
WWPA	Western Wood Products Association

2. OWNER'S RIGHTS AND RESPONSIBILITIES

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

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

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

2.2 PROJECT ENGINEER: The contact for this project is: J. Frank Newham (843) 724-3713.

2.3 ENGINEER'S AUTHORITY: The Engineer will be the Owner's representative during the construction period and he will observe the work in progress on behalf of the Owner. The Engineer will have the authority to act on behalf of the Owner in the following matters consistent with Owner's rights and obligations as set forth in these Contract Documents:

2.3.1 Interpretation of Contract Documents.
2.3.2 Approval of samples and shop drawings.
2.3.3 Preparation of supplementary details and instructions.
2.3.4 Inspection and approval of construction work.
2.3.5 Preliminary approval of progress payment applications.

Any instructions the Engineer may issue the Contractor shall be adjudged an interpretation of the Contract requirements and not an act of supervision. The Engineer has no authority, nor accepts any responsibility, either direct or implied, to direct and superintend the construction operations.

The Contractor shall proceed without delay to perform the work as directed, instructed, determined, or decided by the Engineer and shall comply promptly with such directions, instructions, determinations, or decisions. If the Contractor has any objection thereto, he may require that any such direction, instruction, determination, or decision be put in writing and within 10 days after receipt of any such writing, he may file a written protest with the Owner stating clearly and in detail his objections, the reasons therefore, and the nature and amount of additional compensation, if any, to which he claims he will be entitled thereby. A copy of such protest shall be filed with the Engineer at the same time it is filed with the Owner. Unless the Contractor files such written protest with the Owner and Engineer within such 10 day period, he shall be deemed to have waived all grounds for protest of such direction, instruction, determination, or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instructions, determination, or decision as being fair, reasonable, and finally determinative of his obligations and rights under the Contract.

2.4 LIABILITY OF OWNER: No person, firm, or corporation, other than the Contractor, who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the Owner or any agent of the Owner and neither the Owner nor any agent of the Owner shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Owner

and of every agent of the Owner of and from any and all claims, demands, damages, and liabilities of, by, or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the work or for or on account of any act or neglect of the Owner or of any agent of the Owner or of any other person, arising out of, relating to, or by reason of the work, except the claim against the Owner for the unpaid balance, if any there be, of the amounts retained as herein provided.

2.5 RIGHTS-OF-WAY AND SUSPENSION OF WORK: The Owner shall furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the Work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay or to withdraw from the contract except by consent of the Owner; but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

2.6 SURVEYS, PERMITS, AND REGULATIONS: The Owner will furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations, and cut sheets. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental Conditions. Encroachment permits, easements for permanent structures, and permits for permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Subsection 2.1 entitled *CHANGES IN THE WORK*.

2.7 LINES, GRADES, AND MEASUREMENTS: The Owner's Engineer will set sufficient base lines and elevations as shown on the Drawings for location of the Work. The Contractor shall employ a registered civil engineer, or land surveyor and shall require said Engineer to establish all lines, elevations, reference marks, batter boards, etc., needed by the Contractor during the progress of the work, and from time to time to verify such marks by instrument or other appropriate means.

The Owner's Engineer shall be permitted at all times to check the lines, elevations, reference marks, batter boards, etc., set by the Contractor, who shall correct any errors in lines, elevations, reference marks, batter boards, etc., disclosed by such check. Such check shall not be construed to be an approval of the Contractor's work and shall not

relieve or diminish in any way the responsibility of the Contractor for the accurate and satisfactory construction and completion of the work.

The Contractor shall make, check and be responsible for all measurements and dimensions necessary for the proper construction of, and the prevention of misfittings in, the work.

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

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

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

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

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

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

2.12 SUSPENSION OF WORK, TERMINATION, AND DELAY: The Owner may suspend the Work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer,

which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

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

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

2.15 PIPE LOCATION: Exterior pipelines will be located substantially as indicated on the Drawings, but the right is reserved to the Owner acting through the Engineer, to make such modifications in location as may be found desirable to avoid interference with structures or for other reasons. Where fittings, etc. are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him from laying and jointing different or additional items where required.

2.16 PRIOR USE OR OCCUPANCY: The Owner reserves the right to use or occupy the Work or portion thereof, and to use equipment installed under the Contract, prior to final acceptance. Such use or occupancy will not constitute acceptance of the Work or any part thereof. Despite such use or occupancy, guarantee periods will not begin until the completion of all work under the Contract, unless agreement to the contrary is made in writing between the parties.

2.17 WEATHER CONDITIONS: In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect its work, such materials shall be removed and replaced as the expense of the Contractor.

2.18 OWNER'S RIGHT TO CLEAN UP: If a dispute arises between the separate contractors as to their responsibility for cleaning up, the Owner may clean up and charge the cost thereof to the Contractor as the Engineer shall determine to be just.

3. CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

3.1 ACCESS TO WORK: The Owner, the Engineer, and their officers, agents, servants, and employees plus representatives of the various participating Federal or State agencies may at any and all times and for any and all purposes, enter upon the work and site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefore.

3.2 ACCIDENT PREVENTION: In the performance of the contract the Contractor shall comply with the applicable provisions of the regulations issued by the Secretary of Labor

pursuant to section 107 of the Contract Work Hours and Safety Standards Act entitled *Safety and Health Regulations for Construction* (29 CFR 1518, renumbered as Part 1926). Occupational Safety and Health Standards (29 CFR Part 1910) issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 are applicable to work performed by the contractor subject to the provisions of the Act.

3.3 STATED ALLOWANCES: The Contractor shall include in his proposal the cash allowances stated in the Bid Schedule. The Contractor shall purchase the *Allowed Materials* or Services as directed by the Engineer. If the actual price for purchasing the *Allowed Materials* or Services is more or less than the *Cash Allowance*, the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance, or any other incidental expenses.

3.4 ARCHAEOLOGICAL RIGHTS: There is a possibility that items of archaeological significance may be found during the excavation of the site. In such event, the Contractor shall stop excavation in the vicinity of the find and notify the Engineer immediately; subsequent excavation work shall proceed as directed by the Engineer. All items found which are considered to have archaeological significance are the property of the Owner.

3.5 AS-BUILT DRAWINGS: The Contractor shall designate one set of Drawings for *As-Built Drawings.* The Contractor shall indicate on these drawings all field changes affecting various mechanical, electrical, piping, and other items as well as locations as actually installed. The *As-Built Drawings* shall be kept current by the Contractor. The *As-Built Drawings* shall be delivered to the Engineer upon completion and acceptance of the work. Final payment for the work will not be made until the *As-Built Drawings* have been completed and delivered as indicated above.

3.6 OBLIGATIONS OF CONTRACTOR: The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, tools, machinery, equipment, transportation, supervision, temporary construction of any nature, and all other services, means, and facilities except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and in accordance with the Drawings and Specifications and in accordance with the direction of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the Owner.

The Contractor shall check all dimensions, elevations, quantities, and instructions shown on the Drawings or given in the Specifications and shall notify the Engineer should any discrepancy of any kind be found in the Drawings, Specifications, or conditions at the site. He will not be allowed to take advantage of any discrepancy, error, or omission in the Contract Documents. If any discrepancy is discovered, the Engineer will issue full instructions pertaining thereto, and the Contractor shall carry out these instructions as if originally specified.

3.7 CLAIMS FOR ADDITIONAL COST: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor to the Owner before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance

with Subsection 3.28 entitled *PROTECTION OF WORK, PROPERTY, AND PERSONS IN AN EMERGENCY*. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

3.8 CLAIMS FOR DAMAGE: If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier, file with the Engineer a written, itemized statement in triplicate of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid, and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Engineer shall file with the Owner one copy of the statement together with his recommendations for action by the Owner.

The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination, or decision of the Engineer, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the last paragraph of Subsection 2.a entitled *ENGINEER'S AUTHORITY*, including, but not limited to, the filing of written protest in the manner and within the time therein provided.

3.9 CUTTING AND PATCHING: The Contractor shall leave all chases or openings for the installation of his own or any other contractor's or subcontractor's work, or shall cut the same in existing work, and shall see that all sleeves or forms are at the work and properly set in ample time to prevent delays. He shall see that all such chases, openings, and sleeves are located accurately and are of proper size and shape and shall consult with the Engineer and the contractors and subcontractors concerned in reference to this work.

In case of his failure to leave or cut all such openings or have all such sleeves provided and set in proper time, he shall cut them or set them afterwards at his own expense, but in so doing he shall confine the cutting to the smallest extent possible consistent with the work to be done. In no case shall piers or structural members be cut without the written consent and approval of the Engineer.

The Contractor shall carefully fit around, close up, repair, patch, and point around the work specified herein to the satisfaction of the Engineer.

All of this work shall be done by careful workmen competent to do such work and with the proper small hand tools. Power tools shall not be used except where, in the opinion of the Engineer, the type of tool proposed can be used without damage to any work or structure and without inconvenience or interference with the operation of any facility. The Engineer's approval of the type of tool shall not in any way relieve or diminish the responsibility of the Contractor for such damage, inconvenience or interference resulting from the use of such tools.

The Contractor shall not cut or alter the work of any subcontractor or any other contractor, nor permit any of his subcontractors to cut or alter the work of any other contractor or subcontractor except with the written consent of the contractor or subcontractor whose work is to be cut or altered or with the written consent of the Engineer. All cutting and patching or repairing made necessary by the negligence, carelessness, or incompetence of the Contractor or any of his subcontractors shall be done by or at the expense of the Contractor and shall be the responsibility of the Contractor.

3.10 CLEANING UP: The Contractor at all times shall keep the site of the work free from rubbish and debris caused by his operation under the Contract. When the work has been completed, the Contractor shall remove from the site of the work all of his plant, machinery, tools, construction equipment, temporary work, and surplus materials so as to leave the work and the site clean and ready for use.

All public streets adjacent to the site and all private ways at the site shall be kept clean of debris, spilled materials, and wet and dry earth at all times and shall be cleaned at the end of each working day. When wet earth is encountered, it shall be cleaned from the vehicles before they leave the site and enter streets and private ways.

3.11 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS: In the event the Contractor, after receiving written notice from the Owner of non-compliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Owner shall have the right to order the Contractor to stop any or all work under the Contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

3.12 OVERALL PROJECT COORDINATION: The Contractor shall coordinate all Work of his Contract to produce the required finished Project in accordance with the Contract Documents. Special attention shall be given to the submission of shop drawings, samples, color charts, and requests for substitution within the specified time; furnishing the proper shop drawings to Subcontractors and material suppliers, whose work and equipment is affected by and related thereto; and the furnishing of all information concerning location, type, and size of built-in equipment and materials and equipment utilities. This coordination is in addition to all other coordination requirements called for in the technical sections of the Specifications.

3.13 COMMUNICATIONS: The Contractor shall forward all communications to the Owner through the Engineer.

3.14 NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.15 DRAWINGS AND SPECIFICATIONS AT THE SITE: The Contractor shall maintain at the site one complete set of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other Modifications, in good and readable condition and marked to record all changes made during construction. These shall be available to the Engineer. The Drawings, marked to record all changes made during construction, shall be delivered to the Engineer for the Owner upon completion of the work.

3.16 EMPLOY COMPETENT PERSONS: The Contractor shall endeavor to employ only competent persons on the Work. Whenever the Engineer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provisions of the Contract, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Engineer. Provided, however, that the failure of the Owner or Engineer to object to an employee is not to be considered acknowledgment or approval of the employee's competence by the Engineer or Owner.

3.17 EMPLOY SUFFICIENT LABOR AND EQUIPMENT: If, in the judgment of the Engineer, the Contractor is not employing sufficient labor, plant, equipment, or other means to complete the work within the time specified, the Engineer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment, and other means as the Engineer may deem necessary to enable the work to progress properly.

3.18 EXISTING STRUCTURES: Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the Work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

3.19 INDEMNIFICATION: The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefits acts.

3.20 INTOXICATING LIQUORS: The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work.

3.21 LEGAL ADDRESS OF CONTRACTOR: The Contractor's business address and his office at or near the site of the work are both hereby designated as places to which communications may be delivered. The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the US Postal Service or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor, and the date of such service shall be the date of receipt. The first named address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor, and delivered to the Engineer. Service of any notice, letter, or other communication upon the Contractor personally shall likewise be deemed sufficient service.

3.22 MUTUAL RESPONSIBILITY OF CONTRACTORS: The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work. To ensure proper execution of the subsequent work, the Contractor shall measure work already in place and shall at once

report to the Owner any discrepancy between the executed work and the Contract Documents.

Should the Contractor cause damage to any separate contractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend such proceedings at Contractor's expense, and if any judgment against the Owner arises there from, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

3.23 NIGHT, LEGAL HOLIDAYS, AND SUNDAY WORK: No work shall be done at night, legal holidays, or on Sunday except:

3.23.1 Usual protective work, such as pumping and the tending of lights and fires;

3.23.2 Work done in case of emergency threatening injury to persons or property;

3.23.3 When provided for under Supplemental Conditions as herein specified;

3.23.4 If all of the conditions set forth in the next paragraph below are met.

No work other than that included in 3.23.1, 3.23.2, and 3.23.3 above, shall be done at night except when:

3.23.4.1 In the judgment of the Engineer, the work will be of advantage to the Owner and can be performed satisfactorily at night;

3.23.4.2 The work will be done by a crew organized for regular and continuous night work;

3.23.4.3 The Engineer has given written permission for such night work.

Any work necessary to be performed after regular hours, on Sundays, or Legal Holidays, shall be performed without additional expense to the Owner.

3.24 OCCUPYING PRIVATE LAND: The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the rights-of-way or property of the Owner. A copy of the written consent shall be given to the Engineer prior to occupation of private land.

3.25 PERMITS AND RESPONSIBILITIES: The Contractor shall, without additional expense to the Owner, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction there of which theretofore may have been accepted.

3.26 PRECAUTIONS DURING ADVERSE WEATHER: During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the Work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building-paper shelters, or other approved means.

During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept

sufficiently warm so that a proper bond will take place and a proper curing, aging, or drying will result. Protected spaces shall be artificially heated by approved means that will result in a moist or a dry atmosphere according to the particular requirements of the work being protected. Ingredients for concrete and mortar shall be sufficiently heated so that the mixture will warm throughout when used.

The Engineer may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be, in any season. The Contractor agrees that he shall not have or assert any claim for or be entitled to any additional compensation or damages on account of any such suspension.

3.27 PROTECTION OF WORK, PROPERTY, AND PERSONS: The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

3.28 PROTECTION OF WORK, PROPERTY, AND PERSONS IN AN EMERGENCY: In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury, or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

3.29 PROTECTION AGAINST WATER AND STORM: The Contractor shall take all precautions necessary to prevent damage to the Work by storms or by water entering the site of the Work directly, tidally, or through the ground. In case of damage by storm or water, the Contractor shall at his own cost and expense make such repairs or replacements or rebuild such parts of the Work as the Engineer may require in order that the finished work may be completed as required by the Contractor.

3.30 PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS: The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site of the work which is not to be removed and which does not reasonably interfere with the construction work. Care shall be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place. Any limbs or branches of trees broken during such operations or by the careless operation of equipment or by workmen, shall be trimmed with a clean cut and painted with an approved tree pruning compound as approved by the Engineer.

The Contractor will protect from damage all existing improvements or utilities at or near the site of the work, the location of which is made known to him, and will repair or restore any damage to such facilities resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the Work. If the Contractor fails or refuses to repair any such damage promptly, the Owner may have the necessary work performed and charge the cost thereof to the Contractor.

The Contractor shall protect the trunks of trees adjacent to his work with the tree protection barricades shown in details. Tree protection shall be constructed to protect trees from injury from piled material, from equipment, from his operation, or otherwise due to his work. Excavating machinery and cranes shall be of suitable type and shall be operated with care to prevent injury to trees not to be cut and particularly to overhanging branches and limbs.

On paved surfaces, the Contractor shall not use or operate tractors, bulldozers or other power-operated equipment, the treads or wheels of which are so shaped as to cut or otherwise injure such surfaces.

3.31 RESTORATION OF PROPERTY: All existing surfaces, including lawns, grassed, and planted areas which have been injured by the Contractor's operations, shall be restored to a condition at least equal to that in which they were found immediately before work was begun. Suitable materials and methods shall be used for such restoration. All restored plantings shall be maintained by cutting, trimming, fertilizing, etc., until acceptance. The restoration of existing property or structures shall be done as promptly as practicable and shall not be left until the end of construction period.

3.32 INTERFERENCE WITH AND PROTECTION OF STREETS: The Contractor shall not close or obstruct any portion of a street, road, or private way without obtaining permits therefore from the proper authorities. If any street, road, or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities. See Section 4 – Supplemental Conditions.

Streets, roads, private ways, and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore.

The Contractor shall, at least 24 hours in advance, notify the highway, police, and fire departments in writing, with a copy to the Engineer, if the closure of a street or road is necessary. He shall cooperate with the police department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

3.33 TRAFFIC CONTROL: Where control of traffic is required for public safety, the Contractor shall provide an adequate number of flagmen employed at his own expense.

3.34 CONSTRUCTION DRAINAGE: The Contractor shall furnish all labor, materials and necessary equipment for the temporary control of surface water, tidal flow, and seepage water during construction and keep all excavations, pits, and trenches free from water at all times.

The Contractor shall furnish and operate pumps and other equipment required. Dikes and ditches shall be constructed around excavations and elsewhere as necessary to prevent surface water from flooding the excavations or standing in areas adjacent to excavations, in work areas, or in material storage areas. The Contractor shall take all necessary precautions to protect adjacent areas and properties at points other than that which would be considered the natural flow, prior to construction, without the expressed consent of the Owner in writing with a copy to the Engineer. He shall take steps to prevent the erosion of

soil, earth, and other material and the conduction of the eroded materials onto adjacent properties and shall be responsible for the removal of such materials and the restoration of adjacent areas to their original condition.

3.35 RETURN OF DRAWINGS: All copies of Drawings, Specifications, and other Documents furnished by the Owner or the Engineer to the Contractor may be used only in connection with the prosecution of the Work and shall be returned by the Contractor upon completion of the Work.

3.36 SITE INVESTIGATION: The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, water table, tides, or similar physical conditions at the site, the confirmation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor further acknowledges that he has satisfied himself as to character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from information presented by the Drawings and Specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner.

3.37 SOIL EROSION AND SEDIMENT CONTROL: The Contractors attention is directed to the fact that unless exposed earth areas are properly cared for during construction, they may result in substantial sedimentation damage downstream from the construction area. The Contractor shall be responsible for conducting his site grading and drainage operations in such manner as to prevent excessive soil erosion of the construction site work areas. He shall at all times provide satisfactory means to prevent the movement and washing of soil onto pavements or into adjacent ditches, swales, inlets, and drainage pipes, to avoid the possibility of these structures becoming clogged with soil. He shall promptly repair all areas that may become eroded and shall clear drainage ditches, swales, and structures of siltation. The Contractor will indemnify and save harmless the Owner and Engineer from and against any and all claims, demands, fines, or assessments, including attorneys' fees and cost of defense arising out of or caused by the Contractor's failure to provide soil erosion and sediment control.

3.38 SUBSURFACE CONDITIONS: The applicable provisions governing Subsurface Conditions are contained in the Contract Documents.

3.39 SUBCONTRACTING: The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which, under normal contracting practices, are performed by specialty Subcontractors. The Contractor shall, without additional expense to the Owner, utilize the services of specialty subcontractors on those parts of the work specified to be performed by specialty subcontractors.

The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require. No request for payment will be approved before this list has been received and reviewed by the Owner.

The Contractor shall not award Work to Subcontractors, in excess of fifty percent (50%) of the Contract Price, without prior written approval of the Owner.

The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts or omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the Contract Documents.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage, or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage. The Contractor agrees to and does hereby indemnify and save harmless the Owner from and against any and all claims by such other contractors or subcontractors alleging such loss, damage, or delay and from and against any and all claims, demands, costs, and expenses, including attorneys' fees, arising out of, relating to, or resulting from such claims.

The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged upon his work. The Owner or Engineer will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors. If any Subcontractor on the project, in the opinion of the Engineer, proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

3.40 SUPERVISION: The Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants, all being satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Owner shall not be responsible for the acts or omissions of the superintendent or his assistants.

The Contractor shall give efficient supervision to the Work, using his best skill and attention. He shall carefully study and compare all Drawings, Specifications, and other instructions and shall at once report to the Owner any error, inconsistency, or omission which he may discover.

3.41 TAXES: The Contractor shall promptly pay federal, state, and local taxes which may be assessed against him in connection with the work or his operations under the Agreement and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of materials and equipment, to the performance of services, and the employment of persons in the prosecution of the work.

3.42 TEMPORARY HEAT: The Contractor shall provide temporary heat whenever necessary to protect all Work and materials against injury from dampness and cold and to dry out moisture from the building. Fuel, equipment, and method of heating shall be satisfactory to the Owner's Insurer and the Engineer.

Temporary heating apparatus shall be installed and operated in such a manner that finished work will not be damaged thereby.

3.43 SANITARY FACILITIES: The Contractor shall provide adequate sanitary facilities for the use of those employed on the Work. Such facilities shall be made available when the first employees arrive on the site of the Work, shall be properly secluded or screened from public observations, and shall be constructed and maintained during the progress of the Work in suitable numbers and at such points and in such manner as may be required or approved. The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The Owner and the Engineer shall have the right to inspect such facilities at all times to determine whether or not they are being properly and adequately maintained.

3.44 TEMPORARY UTILITIES: The Contractor shall make arrangements for and furnish as a part of the Contract, all electricity, water, lighting, and other utilities needed to do the Work called for by the Contract. Any separate contractors having a contract with the Owner shall make arrangements for and share the cost with the Contractor for the use of the required utilities on a pro rated schedule based on an agreed basis. All Electrical Work shall comply with the National Electrical Code.

The Contractor shall provide and pay for all temporary wiring, switches, connections, and meters. The Contractor shall provide sufficient electric lighting so that all work may be done in a workmanlike manner when there is not sufficient daylight.

3.45 UNCOVERING AND CORRECTION OF WORK: The Engineer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the work and for ascertaining that the work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down of portions of finished work by the Contractor.

Should the work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in point of time or in the absence of the Engineer or his inspector and without his written authorization, in which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise be borne by the Contractor.

The inspection of the work shall not relieve the Contractor of any of his obligations to perform and complete the work as required by the Contract. Defective work shall be corrected and unsuitable materials, equipment, apparatus, and other items shall be replaced by the Contractor, notwithstanding that such work, materials, equipment, apparatus, and other items may have been previously overlooked or accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer; if any materials, equipment, apparatus, or other items brought upon the site for use or incorporation in the work, or selected from the same, are condemned by the Engineer as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus, and other items from the site of the work and shall at his own cost and expense make good and replace the same and any material furnished by the Owner which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees, or subcontractors.

If the Owner deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract Price shall be made therefore.

3.46 COOPERATION WITH UTILITIES: The Owner will notify all utility companies, all pipe line owners, or other parties affected, and endeavor to have all necessary adjustments of the

public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practicable.

Water lines, gas lines, wire lines, sewer lines, water and gas meter boxes, water and gas valve boxes, manholes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the Owners under separate agreement, except as otherwise provided for in the Supplemental Conditions or as noted on the Drawings.

The Drawings will show all known utilities located within the limits of the contract according to information obtained. The accuracy of the Drawings, in this respect, is not guaranteed by the Owner. The Contractor shall have considered in his bid all of the permanent and temporary utility appurtenances in the present or relocated position. No additional compensation will be allowed for any delays, inconveniences, or damages sustained by him due to any interference from the said utility appurtenances or the operation of moving them.

Unless otherwise provided, the cost of temporary rearrangement of utilities made only in order to facilitate the construction of the work will be borne by the Contractor.

3.47 VERIFICATION OF DIMENSIONS AND ELEVATIONS: Dimensions and elevations indicated on the Drawings in reference to existing structures, location of utilities, sewer inverts, or other information on existing facilities, are the best available data obtainable but are not guaranteed by the Engineer. The Engineer will not be responsible for their accuracy. Before proceeding with any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, inverts, lines, elevations, or other conditions of limitations at the site of the work to avoid construction errors or damage to existing facilities. If any work is performed by the Contractor, or any subcontractors, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

If the Contractor, in the course of the work, finds any discrepancy between the Drawings and the physical conditions of the locality, or any errors or omissions in the Drawings or in the layout as given by survey points and instructions, he shall immediately inform the Engineer, in writing. The Engineer will promptly investigate the reported conditions and issue such instructions as may be necessary for the proper execution of the work. Any work done after such discovery and prior to receipt of such instructions shall be at the risk of the Contractor.

4. MATERIALS, EQUIPMENT AND WORKMANSHIP

4.1 CHEMICAL USAGE: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, shall show approval of either EPA or USDA. The use of all such chemicals and disposal of residues shall be in strict conformance with manufacturer and USDA instructions.

4.2 CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the Work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him, in the Work, free from all liens, claims, or encumbrances.

4.3 CORRECTION OF WORK BEFORE COMPLETION: The Contractor shall promptly remove from the premises all work condemned by the Owner as failing to conform to the Contract Documents, whether incorporated or not and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without

expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

If the Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the Owner may remove it, and after storing it at the job site for 30 days, due written notice thereof being given the Contractor, the Owner may offer the material for sale and removal from the premises. Net proceeds from such sale shall be for the Contractor's credit against the *Owner's Right to Do Work*. If the material has no sale value, the Owner may remove it from the premises and/or otherwise dispose of it. The costs of such disposition shall be deducted from payments to the Contractor as provided in Subsection 2.10 entitled *OWNER'S RIGHT TO DO WORK*.

4.4 CORRECTION OF WORK AFTER COMPLETION: The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting there from which shall appear within a period of one year from the date of final acceptance of the work except where longer periods are specified and in accordance with the terms of any special guarantees provided in the Contract.

4.5 CORRECTIONS OF WORK AFTER GUARANTEE PERIOD: It shall be the responsibility of the Contractor to permanently correct all defective items called to his attention within the guarantee period, whether such correction be made within the guarantee period or not. The Contract shall not be fully performed until such permanent corrections are made.

4.6 GENERAL GUARANTEE: For a period of at least one year after final acceptance, or longer if required by law, or by a special warranty provision of the CONTRACT DOCUMENTS, the CONTRACTOR warrants the fitness and soundness of all work done and for materials and equipment put in place. Neither the Final Certificate of Payment nor any other provision in the said CONTRACT shall constitute an acceptance of WORK not done in accordance with the CONTRACT DOCUMENTS, or relieve the CONTRACTOR of liability in respect to any express or implied warranties for faulty materials or workmanship. If within one year after the date of final completion or such longer period of time as may be prescribed by Laws or Regulations, or by the terms of any applicable special guarantee required by the CONTRACT DOCUMENTS, any WORK is found to be defective, the CONTRACTOR shall promptly, without cost to the OWNER, and in accordance with the OWNER'S written instructions, either correct such defective WORK, or if it has been rejected by the OWNER, remove it from the site and replace it with non-defective WORK. If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serous risk of loss or damage, the OWNER may have the defective WORK corrected or the rejected WORK removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before final completion of all THE WORK, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by written amendment.

4.6.1 If in fulfilling the requirements of the CONTRACT or of any guarantee embraced therein or required thereby, the CONTRACTOR disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the OWNER, and shall guarantee such restored work to the same extent as it was guaranteed under such other contract.

4.6.2 If the CONTRACTOR, after notice, fails to proceed promptly to comply with the terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR shall be liable for all expenses incurred.

4.6.3 All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the CONTRACT shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

4.7 HANDLING AND DISTRIBUTION: The Contractor shall handle, haul, and distribute all materials and all surplus materials on the different portions of the work as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the work, and be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the work.

Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.

4.8 MANUFACTURER'S DIRECTIONS: All manufactured articles, material, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturers, unless herein specified to the contrary.

If the specifications or plans are contrary to the manufacturer's directions, the manufacturer shall be contacted by the Contractor before proceeding with the work and the Engineer advised if the manufacturer has any objections to the specified application.

4.9 MATERIALS, SERVICES, AND FACILITIES: It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all labor, supplies and materials, tools, machinery, equipment, transportation, supervision, temporary construction of any nature, and all other services, means, and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

4.10 MISCELLANEOUS ITEMS: The work to be done by the Contractor, specified and enumerated under this Contract, shall include any minor details of the Work not specifically mentioned in the Specifications or shown on the Drawings, but obviously necessary for the proper completion of the Work, which shall be considered incidental and as being a part of and included with the Work for which prices are given in the Bid. The Contractor will not be entitled to any additional compensation therefore.

Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the contract price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight, and other applicable characteristics as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the Engineer before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

4.11 MISTAKES OF CONTRACTOR: The Contractor shall promptly correct and make good any and all defects, damages, omissions, or mistakes, for which he and/or his agents, servants, employees, or subcontractors are responsible, and he shall pay to the Owner

all costs, expenses, losses, and damages resulting there from or by reason thereof as determined by the Engineer.

4.12 PROTECTION AGAINST ELECTROLYSIS: Where dissimilar metals are used in conjunction with each other, or against concrete surfaces, suitable insulation shall be provided between adjoining surfaces so as to eliminate direct contact and any resultant electrolysis. The insulation shall be bituminous impregnated felt, heavy bituminous coatings, nonmetallic separators or washers, or other approved materials.

4.13 RIGHT TO MATERIALS: Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the work or the site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached, or affixed, become the property of the Owner.

4.14 ROYALTIES AND PATENTS: The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner in writing.

4.15 SUBMITTAL SCHEDULE: Within twenty (20) days after execution and delivery of the Contract, the Contractor shall prepare and deliver to the Engineer a Submittal Schedule. This includes a list of all submittals required under the Contract. The list shall identify each major group of shop drawings, coordination drawings, and schedules and each sample and the planned submission date for each.

After the Engineer's review of the list of submittals, the Engineer will meet with the Contractor for a joint review and correction and adjustment, as necessary, for agreement on the submittal. In addition, at the meeting the duration of the review period for each submittal will be established. The Contractor's planned submission date for each submittal shall allow no less than fifteen (15) working days for review and appropriate action before approval of the submittal becomes critical to the progress of the Contractor's work. Within five (5) calendar days after the joint review, the Contractor shall make any necessary revisions to the list of submittals, including durations of the review periods, in accordance with the agreements reached during the joint review and submit two revised copies to the Engineer. No application for partial payment will be approved until the submitted schedule is approved.

4.16 SHOP DRAWINGS: Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work. It shall be the Contractor's responsibility to furnish Shop Drawings as required by the technical specifications or as requested by the Engineer. These submittals must be made no later than is required by the submittal schedule.

Shop Drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator, as correct for the Contract.

When so specified or if considered by the Engineer to be acceptable, manufacturer's specifications, catalog data, descriptive manner, illustrations, etc., may be submitted for approval in place of shop and working drawings. In such case the requirements shall be

as specified for shop and working drawings, insofar as applicable except that the submission shall be in quadruplicate.

The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.

The Contractor shall check the Shop Drawings, shall coordinate them (by means of coordination drawings wherever required) with the work of all trades involved before submission and shall indicate thereon his approval. Drawings and schedules submitted without evidence of the Contractor's approval may be returned for resubmission.

By approving and submitting Shop Drawings, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers, and similar data, or will do so, and that he has checked and coordinated each Shop Drawing with the requirements of the Work and of the Contract Documents.

If drawings or schedules show variations from the contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, the Engineer may approve any or all such variations and issue an appropriate change order. If the Contractor fails to describe such variations he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings or schedules may have been approved.

Each Shop Drawing or Coordination Drawing shall have a blank area, five by five inches, located adjacent to the title block. The title block shall display the following:

- Number and Title of Drawing
- Date of Drawing
- Revision Number and Date (if applicable)
- Project Title
- Name of Project Building or Facility
- Name of Contractor
- Name of Subcontractor (if applicable)
- Clear Identity of Contents and Location of Work

Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Drawings and Specifications in all respects. All drawings that are correct shall be marked with the date, checker's name, and indication of the Contractor's approval, and then shall be submitted to the Engineer; other drawings shall be returned for correction.

The Contractor shall stamp all drawings to be submitted to the Engineer for approval. The rubber stamp shall incorporate the following items:

PROJECT TITLE_____
CONTRACTOR'S NAME_____
APPROVED BY_____DATE_____
SPECIFICATION SECTION_____TRANSMITTAL NO._____

The review of Shop Drawings will be general only and shall not relieve or in any respect diminish the responsibility of the Contractor for details of design, dimensions, etc., necessary for proper fitting and construction of the work as required by the Contract and for achieving the result and performance specified there under.

Should the Contractor submit for approval equipment that requires modifications to the structures, piping, layout, etc., detailed on the Drawings, he shall also submit for approval details of the proposed modifications. If such equipment and modifications are approved, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications. Required structural changes shall be designed and detailed by an Engineer registered in the state in which the project will be constructed. Drawings shall be signed and show registration number or may have seal affixed.

Submission of Shop Drawings shall be accompanied by a copy of a transmittal letter containing the Project name, Contractor's name, number of drawings, titles, specifications section, and other pertinent data. The submittal shall include the following:

- Four (4) legible copies of Shop Drawings or printed matter

The review of the Shop Drawings will be performed by the Engineer as follows:

- When the submittal fully conforms to the Contract Drawings and Specifications, the Engineer will approve it. The reproducible of each drawing or page of approved submittals will be stamped approved, signed, dated, and returned to the Contractor. Changes shall not be made to the approved drawings by the Contractor. If the Contractor desires to make any change from approved drawings, or pages of approved submittals, he shall notify the Engineer in writing that the approved material has been withdrawn and shall submit the substitution set in accordance with the above procedure.

- When the submittal clearly does not conform to the Contract Drawings and Specifications, the Engineer will disapprove it by stamping it *Rejected*. Rejected submittals shall be corrected and resubmitted within fourteen (14) calendar days from the date of rejection. Rejected submittals shall not be released for any work.

- When the submittal has only minor deviations from the Contract Drawings and Specifications, the Engineer will note the deviations and omissions as may be appropriate and approve the submittal subject to the notations by stamping it *Approved as Noted*. Approved as Noted submittals may be released for fabrication of work at the Contractor's risk; in any event the submittal shall be corrected and resubmitted for approval within fourteen (14) calendar days from the date of approval as noted.

The Contractor shall be responsible for delays resulting from the rejection or approval as noted of incomplete, inadequate, incorrect, or otherwise unacceptable submittals.

The Contractor shall assure that only drawings and pages of printed material bearing the Engineer's *Approved* stamp are allowed on the job site.

The Contractor shall submit, at the completion of the Project, one set of all reviewed and correct shop drawings, catalog cuts, and descriptive literature for all Work previously submitted. These sets shall be sent to the Engineer for the Owner before final Certificate of Payment is issued.

4.17 OPERATING AND MAINTENANCE MANUALS: One copy of each required Operating and Maintenance Manual must be submitted to the Engineer with the first submittal of shop drawings. Five additional copies of each required Operating and Maintenance Manual must be submitted to the Engineer within fourteen (14) days of the return of approved shop drawings to the Contractor. No payment will be approved on any equipment for which Operating and Maintenance Manuals are required until the Operating and Maintenance Manuals are received by the Engineer. These O&M manuals must be addressed specifically to the piece of equipment supplied and shall not

be general in nature; each item must be clearly identified and located. Each page must be printed on 8-1/2" x 11" paper or folded to that size in a manner that will be suitable for insertion in a three-ring binder.

4.18 SAMPLES: Samples are physical examples furnished by the Contractor to illustrate materials, equipment, or workmanship, and to establish standards by which the Work will be judged. It shall be the Contractor's responsibility to furnish samples as required by the technical specifications or as required by the Engineer. These samples must be submitted no later than is required by the Submittal Schedule.

Each sample shall have a label indicating the following:

- Project Title
- Name of Project Building or Facility
- Name of Contractor
- Name of Subcontractor (if applicable)
- Identification of Material with Specification Section
- Name of Producer and Brand (if any)

Samples shall be submitted in duplicate unless otherwise noted in the technical specifications and shall be accompanied by a copy of a transmittal letter containing Project Name, Contractor's Name, number of samples, specification section, and other pertinent data.

If the Engineer so requires, either prior to or after commencement of the work, the Contractor shall submit samples of materials for such special tests as the Engineer deems necessary to demonstrate that they conform to the Specifications. Such samples shall be furnished, taken, stored, packed, and shipped by the Contractor as directed. Except as otherwise expressly specified, the Contractor shall make arrangements for, and pay for, the tests.

All samples shall be packed to reach their destination in good condition. To ensure consideration of samples, the Contractor shall notify the Engineer by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples.

The Contractor shall submit data and samples, or place his orders, sufficiently early to provide ample time for consideration, inspection, testing, and approval before the materials and equipment are needed for incorporation in the work. The consequences of his failure to do so shall be the Contractor's sole responsibility.

In order to demonstrate the proficiency of workmen, or to facilitate the choice among several textures, types, finishes, surfaces, etc., the Contractor shall provide such samples of workmanship of wall, floor, finish, etc., as may be required.

When required, the Contractor shall furnish to the Engineer triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, equipment performance ratings, and concrete data.

4.19 STORAGE OF MATERIALS AND EQUIPMENT: All excavated materials, construction equipment, and materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants, and occupants.

4.20 INSPECTION AND TESTING: All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

The Owner shall provide all inspection and testing services not required by the Contract Documents.

The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

If the Contract Documents, laws, ordinance, rules, regulations, or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing, or approval.

Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

If any Work is covered contrary to the written instructions of the Engineer it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order shall be issued.

4.21 SUBSTITUTIONS: The Contractor may recommend the substitution of a material, article, or piece of equipment of equal function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price, and the Contract Documents shall be appropriately modified by Change Order.

The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

4.22 *OR EQUAL* CLAUSE: The phrase *or equal* shall be construed to mean that material or equipment will be acceptable only when in the judgment of the Engineer they are composed of parts of equal quality, or equal workmanship and finish, designed and

constructed to perform or accomplish the desired result as efficiently as the indicated brand, pattern, grade, class, make, or model.

Whenever a material, article, or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers; etc., it is intended merely to establish a standard of quality and function; and, any material, article; or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

4.23 WAGES AND OVERTIME COMPENSATION: The Contractor and each of his subcontractors shall comply with all applicable State and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the project and with respect to compensation for overtime.

4.24 NO WAIVER: Neither the inspection by the Owner or the Engineer, nor any order measurement, approval, determination, decision, or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for or use, occupancy, possession, or acceptance of the whole or any part of the work by the Owner, nor the extension of time, nor any other act or omission of the Owner or of the Engineer shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, or of any remedy, power, or right of or herein reserved to the Owner, nor of any right to damages for breach of contract. Any and all right and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the Owner shall be entitled as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by his Subcontractors, or by any other person or persons.

4.25 WORK TO CONFORM: During its progress and on its completion, the work shall conform truly to the lines, levels, and grades indicated on the Drawings or given by the Engineer and shall be built in a thoroughly substantial and workmanlike manner, in strict accordance with the Drawings, Specifications, and other Contract Documents and the directions given from time to time by the Engineer.

All work done without instruction having been given therefore by the Engineer, without prior lines or levels, or performed during the absence of the Engineer, will not be estimated or paid for except when such work is authorized by the Engineer in writing. Work so done may be ordered uncovered or taken down, removed, and replaced at the Contractor's expense.

4.26 WORKING HOURS: It is contemplated that all work will be performed during the customary working hours of the trades involved unless otherwise specified in this Contract. Work performed by the Contractor at his own volition outside such customary working hours shall be at no additional expense to the Owner.

Any requests received by the Contractor from occupants of existing buildings to change the hours of work shall be referred to the Owner for determination.

5. INSURANCE, LEGAL RESPONSIBILITY, AND SAFETY

5.1 LITIGATION OF DISPUTES: JURISDICTION: OWNER and CONTRACTOR agree that this CONTRACT shall be in interpreted according to the Laws of the State of South Carolina, and that the appropriate forum and jurisdiction for resolving any disputes and claims shall be the South Carolina Court of Common Pleas for Charleston County.

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

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

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

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

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

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

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

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

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

5.6 CHANGES NOT TO AFFECT BONDS: It is distinctly agreed and understood that any changes made in the Work or the Drawings or Specifications therefore (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner or time of payments made by the Owner to the Contractor, or any other modifications of the Contract, shall in no way annul, release,

diminish, or affect the liability of the Surety on the Contract Bonds given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect.

5.7 COMPLIANCE WITH LAWS: The Contract shall be governed by the law of the place where the Project is located. The Contractor shall abide by all local and State Laws or ordinances to the extent that such requirements do not conflict with Federal laws or regulations. The Contractor shall keep himself fully informed of all existing and future federal, state, and local laws, ordinances, rules, and regulations affecting those engaged or employed on the work, the materials and equipment used in the work or the conduct of the work, and of all orders, decrees, and other requirements of bodies or tribunals having any jurisdiction or authority over the same, including, but not limited to the US Department of Labor and Bureau of Standards Safety and Health Regulations for Construction and its amendments as set up under the Williams-Steiger Occupational Safety and Health Act of 1970. If any discrepancy or inconsistency is discovered in the Drawings, Specifications, or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree, or other requirement, the Contractor shall forthwith report the same to the Engineer in writing.

The Contractor shall at all times observe and comply with, and cause all his agents, servants, employees, and subcontractors to observe and comply with all such existing requirements, and he shall protect, indemnify, and save harmless the Owner, its officers, agents, servants, and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorney's fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulations, order, decree, or other requirement, whether committed by the Contractor or any of his agents, servants employees, or subcontractors.

5.8 REQUIRED PROVISIONS DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

5.9 LIENS: If at any time any notice of liens are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove, or otherwise dispose of the same, and until such discharge, removal, or disposition, the Owner shall have the right to retain from any monies payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorney's fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

5.10 CLAIMS: If at any time there is any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Owner may retain from any monies which would otherwise be payable hereunder so much thereof as, in its judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.

5.11 INSURANCE: The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance must have the approval of the Owner as to limit, form, and amount. The Contractor will not permit any Subcontractor to commence work on this project until the same insurance requirements have been

complied with by such Subcontractor. All insurance coverage as required herein shall include the Owner as an additional insured therein.

The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days notice in writing and delivered by registered mail to the Owner." Should any policy be canceled before final payment by the Owner to the Contractor and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.

Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to charge the cost thereof to the Contractor.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

The Contractor is required to obtain and maintain for the full period of the Contract the following types of insurance coverage with limits not less than stated below:

5.11.1 WORKMEN'S COMPENSATION INSURANCE

As required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

5.11.2 COMPREHENSIVE GENERAL LIABILITY

	Bodily Injury Per Person	Bodily Injury Per Accident	Property Damage
Premises and Operations	1,000,000	1,000,000	1,000,000
Elevator Liability	1,000,000	1,000,000	1,000,000
Contractor's Protective Liability	1,000,000	1,000,000	1,000,000
Products Liability, Including Completed Operations Coverage	1,000,000	1,000,000	1,000,000

5.11.3 COMPREHENSIVE AUTOMOBILE LIABILITY

All Owner Automobiles	1,000,000	1,000,000	1,000,000

Non-Owned Automobiles	1,000,000	1,000,000	1,000,000
Hired Car Coverage	1,000,000	1,000,000	1,000,000

5.11.4 SUBCONTRACTOR'S LIABILITY INSURANCE

Same limits as required of the General Contractor.

5.12 ORAL AGREEMENTS: No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

5.13 SAFETY: In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the Owner and shall not be limited to normal working hours.

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

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

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

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

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

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

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

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

6. PROGRESS AND COMPLETION OF WORK

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

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

6.3 SCHEDULE OF COMPLETION: The Contractor shall submit, at such times as may reasonably be requested by the Engineer, schedules showing the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the various parts of the work, and estimated date of completion of each part.

6.4 WORK CHANGES: The Owner may, as the need arises, order changes in the work through additions, deletions, or modifications to the extent of 20% of the Contract Amount, without invalidating the Contract. Competition and time of completion affected by the change shall be adjusted at the time of ordering such change. Payment for addition or deletion of work shall be at the unit price set forth in the bid.

6.5 EXTRA WORK: New and unforeseen items of work found to be necessary, and which cannot be covered by an item or combination of items for which there is a Contract Price, shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated, upon written order from the Owner as approved by the Engineer. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Contract Documents where applicable, and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required.

6.6 EXTENSION OF CONTRACT TIME: A delay beyond the Contractor's control occasioned by an Act of God, by act or omission on the part of the Owner or by strikes, lockouts, fire, etc., not caused by the Contractor, may entitle the Contractor to an extension of time in which to complete the work as agreed by the Owner, provided, however, that the Contractor shall immediately give written notice to the Owner of the cause of such delay. Act of God shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood, or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God, and no reparation shall be made to the Contractor for damages to the work resulting there from.

All claims for extension of time shall be made in writing to the Engineer no more than twenty days after the occurrence of the delay; otherwise they shall be waived. In the case of continuing cause of delay only one claim is necessary. Any claim should include complete justification for the extent of the delay claimed.

This Subsection does not exclude the recovery of damages for delay for either party under other provisions of the Contract Documents.

6.7 ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION: When the work to be performed under this Contract is substantially completed in accordance with the Contract Documents, the Engineer shall prepare an Engineer's Certificate of Substantial Completion to be acknowledged and accepted by the Owner and the Contractor. The Certificate may list items to be completed or corrected but such Certificate shall not relieve the Contractor of his obligation to complete all work, whether listed or not, in accordance with the Contract

Documents nor will it preclude any right the Owner may have for recourse in accordance with the Contract Documents.

6.8 TERMINATION OF CONTRACTOR'S RESPONSIBILITY: The Contract will be considered complete when all work has been finished, the final review made up by the Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in his Performance Bond, as provided in Subsection 4.6 entitled *GENERAL GUARANTY*, and as provided in Subsection 6.9 entitled *CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT*.

6.9 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT: The making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall promptly replace any such defects discovered within one year, except where longer periods are specified, from the date of written acceptance of the work.

6.10 PROGRESS SCHEDULE: Within twenty (20) days after execution and delivery of the Agreement and not less than ten (10) days prior to making an application for partial payment, the Contractor shall prepare and deliver to the Engineer a Progress Schedule on forms approved by the Engineer.

The schedule shall be set up in a Critical Path format and shall show the proposed dates of commencement and completion of the various subdivisions of work required under the Contract Documents.

The schedule shall show the dates of commencement and completion of the various subdivisions of work required by the Contract Documents and all activities required to accomplish the work. No activity included in the schedule shall have a duration greater than fifteen (15) days. After approval of the Submit Schedule, the Contractor shall incorporate this schedule into the CPM schedule.

The schedule shall be updated monthly. No progress payments will be made unless application is accompanied by the updated schedule.

6.11 SCHEDULES, REPORTS, AND RECORDS: The Contractor shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the Contract Documents for the Work to be performed.

The Contractor shall also submit, in a format as approved by the Engineer, a schedule of payments that he anticipates he will earn during the course of the Work.

6.12 ABANDONMENT OF WORK OR OTHER DEFAULT: If the work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Owner, or the Contract or any monies payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Owner may notify the Contractor in writing, with a copy of such notice mailed to the Surety, to discontinue such work or any part thereof; thereupon the Contractor shall discontinue such work or such part thereof as the Owner may designate; and the Owner may, upon giving notice, by contract or otherwise as it may determine, complete the work or such part thereof and charge the entire cost and

expense of so completing the work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the work, the Owner shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay the Owner any losses, damages, costs, and expenses, including attorney's fees, sustained or incurred by the Owner by reasons of any of the foregoing causes. For the purposes of such completion the Owner may for itself or for any contractors employed by the Owner take possession of any and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies, and such other items of every description that may be found or located at the site of the Work. No equipment or materials may be removed from the Work without the written consent of the Owner.

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

7. PAYMENTS TO THE CONTRACTOR

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

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

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

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

7.3 APPLICATIONS FOR PARTIAL PAYMENT: Before the first day of each month, or as otherwise directed by the Owner, the Contractor shall make applications for the value of the work done and the materials installed and/or delivered to the site for installation in the

project during the previous month. Such applications shall show the breakdown of the project into the same items as the schedule of values specified in Subsection 7.2 entitled *SCHEDULE OF VALUES* and showing for each item the total value, the value previously reported as complete, the value completed during the month, the cumulative value completed, and the value remaining to be done. The application shall also show the value of materials delivered to the site which have not been incorporated into the work and whose value is not included in the amount shown for the work of which they are a part. The value of such materials shall be established by attaching copies of invoices covering the materials to the application. The application shall include a summary of value of the work performed during the previous month, plus the value of the material delivered to the job site but not incorporated in the work, and minus the amount of the retainage indicated in Subsection 7.4 entitled *RETAINAGE*.

The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate.

7.4 RETAINAGE: The Owner shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The Owner at any time, however, after fifty (50) percent of the work has been completed, if he finds that satisfactory progress is being made, will make further partial payments in full on the current and remaining estimates, but amounts previously retained shall not be paid to the Contractor at fifty (50) percent completion or any time thereafter. When, in the opinion of the Engineer, the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than ten (10) percent of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the Work has been substantially completed except for Work that cannot be completed because of weather conditions, lack of materials, or other reasons that in the judgment of the Owner are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed.

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

7.5.1 Defective work not remedied.

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

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

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

7.5.5 Damage to another Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed by and between the Contractor and the Owner that the Contract Time for the completion of the

Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said Work within such time, the Owner may, by written notice to the Contractor and his Surety, terminate his right to proceed with the Work or such part of the work as to which there has been delay. In such event the Owner may take over the Work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the Work is terminated, he and his sureties shall be liable for any damage to the Owner resulting from his refusal or failure to complete the Work within the specified time.

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

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

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

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

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

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

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

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

(End of Section 01230)

SECTION 01232 SUPPLEMENTAL CONDITIONS

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

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

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

4. TRAFFIC & CONSTRUCTION REQUIREMENTS FOR GREENLEAF STREET

   4.1 Permissible working hours are Monday through Friday, 7:00 a.m. to 7:00 p.m. No work is permitted between Friday, 7:00 p.m. and Monday, 7:00 a.m.

   4.2 All excess materials shall be stored within the limits of the roadway or at a reasonably accessible staging area that will not delay progress of work. The material storage site is to be limited to that which is required for immediate work. Location and size of storage area must be approved by the Engineer.

   4.3 All impacted pavement markings shall be catalogued prior to the start of construction. It will be the responsibility of the contractor to see that any markings destroyed or removed by excavations are replaced. The materials and replacement of the pavement markings shall be in accordance with the South Carolina Department of Transportation requirements and approved by the City of Charleston Department of Traffic and Transportation.

5. TEN STATES STANDARDS: The horizontal and vertical separation of sewer lines and water mains must be in accordance with the *Ten States Standards.*

   5.1 Horizontal Separation: Whenever possible, sewers should be laid at least 10 feet, horizontally, from any existing or proposed water main. Should local conditions prevent a lateral separation of 10 feet, a sewer may be laid closer than 10 feet to a water main if one of the following conditions exists:

      5.1.1 It is laid in a separate trench.

5.1.2 It is laid in the same trench with the water mains located at one side on a bench of undisturbed earth.

5.1.3 In either case, the elevation of the crown of the sewer is at least 18 inches below the invert of the water main.

5.2 Vertical Separation: Whenever sewers must cross under water mains, the sewer shall be laid at such an elevation that the top of the sewer is at least 18 inches below the bottom of the water main. When the elevation of the sewer cannot be buried to meet the above requirement, the water main shall be relocated to provide this separation, or reconstructed with slip-on or mechanical joint cast iron pipe, asbestos-cement pressure pipe or prestressed concrete cylinder pipe for a distance of 10 feet on each side of the sewer. One full length of water main should be centered over the sewer so that both joints will be as far from the sewer as possible.

5.3 Special Conditions: When it is impossible to obtain proper horizontal and vertical separation as stipulated above, the water main should be constructed of slip-on or mechanical-joint cast iron pipe, asbestos-cement pressure pipe, or prestressed concrete cylinder pipe and the sewer constructed of mechanical joint cast iron pipe, and both services should be pressure tested to assure water-tightness.

6. FEDERAL SAFE DRINKING WATER ACT: In accordance with Section 1417 of this Act, any pipe, solder, or flux used in the installation or repair of public water systems and plumbing used for drinking water, must be lead free. Lead free is defined as less than 0.2 percent lead in solder and flux and less than 8.0 percent lead in pipes and fittings. Leaded joints for the repair of cast iron pipes are not included. Lead shot and lead packers in well construction are no longer allowed.

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

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

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

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

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

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

13. ELEVATION DATUM: The datum adopted by the Engineer is NGVD 1929. All elevations shown on the Drawings or referred to in these specifications refer to this datum. Several benchmarks are indicated on the Drawings.

14. OCCUPYING PRIVATE LAND: The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, or materials, any land outside the rights-of-way of property of the Owner. A copy of the written consent shall be given to the Engineer.

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

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

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

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

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

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

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

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

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

    The Contractor shall make all measurements and check all dimensions necessary for the proper construction of the work called for by the Drawings and Specifications. During the prosecution of the

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

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

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

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

UTILITY SERVICE OR FACILITY	PERSON TO CONTACT (NAME, TITLE & PHONE NO.)
Telephone, Electric, Gas, Cable TV	Palmetto Utility Production Service 1-888-721-7877 Call 3 days prior to digging
Water & Sewer	Charleston CWS (843) 727-6800 (Ask for Service Department) Will send field technician to locate

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

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

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

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

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

26. PERFORMANCE STANDARDS: Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws, or regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be

otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor, or any of their Consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, or any of Owner's Consultants, agent, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work. Where specific standards are not given for materials or installation, the provisions of the South Carolina Department of Transportation standard specifications for highway construction (2000 edition) will apply.

27. AS-BUILT DRAWINGS: The Contractor shall, upon completion of the work, furnish to the Owner, a marked set of reproducible drawings showing the field changes affecting the work, as actually installed and as specified under those sections of the specifications, and deliver them to the Owner. The Owner will furnish sufficient prints to the Contractor for marking, free of cost.

28. SPECIFICATIONS AND DRAWINGS: The following Drawings and Specifications form a part of this Contract as set forth in Paragraph 1.1, Section 01230, GENERAL CONDITIONS. The Drawings bear the general designation:

THE DRAWINGS ARE LISTED AS FOLLOWS

Sheet No.	Title
C1	Cover Sheet
C2	Existing Conditions Survey
C3.1	Plan & Profile
C3.2	Plan & Profile
C4	Sediment & Erosion Control

THE TECHNICAL SPECIFICATIONS

Latest SCDOT specifications.

(End of Section 01232)

SECTION 01234 CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

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

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

COMMITTEE / COUNCIL AGENDA

14.)

TO: John J. Tecklenburg, Mayor

FROM: Steve Ruemelin **DEPT.** Police Department

SUBJECT: MUTUAL AID AGREEMENT WITH THE CITY OF THE ISLE OF PALMS.

REQUEST: Approve attached agreement. The mutual aid agreement statute was amended in June, 2016. New agreements have been drafted to ensure compliance with the amended statute. The new agreements are replacing the old agreements.

COMMITTEE OF COUNCIL: _____ **DATE:** _____

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	X			
Chief of Police	X			
Cap. Proj. Cmte. Chair				
Director of Procurement				

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

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

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

CFO's Signature: _____

FISCAL IMPACT:

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

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

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF CHARLESTON)

LAW ENFORCEMENT
ASSISTANCE AND SUPPORT AGREEMENT

This agreement is made and entered into this ____ day of _____, 2016, by and between the **CITY OF CHARLESTON POLICE DEPARTMENT** and the **CITY OF ISLE OF PALMS.**

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 23-20-10, et seq., provides that counties, incorporated municipalities, or other political subdivisions of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions across jurisdictional lines, including but not limited to, patrol services, crowd control, traffic control and safety and other emergency service situations; and

WHEREAS, the parties desire to enter into such an agreement for the purpose of assisting one another in the proper provision and prudent exercise of public safety functions across jurisdictional lines; and

WHEREAS, it is the desire and intent of the parties to evidence their joint undertaking for the provision of mutual assistance in law enforcement matters by the temporary assignment of law enforcement officers between jurisdictions to the fullest extent as is allowed by law; and,

WHEREAS, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law, and,

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties hereto;

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

I. Statement of Specific Services and Procedures for Requesting Assistance

A. Assistance: The assistance to be rendered pursuant to this Agreement shall solely involve the temporary transfer or assignment of law enforcement officers and/or equipment from one party's jurisdiction to the other for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines.

1) Public Safety Functions include, but are not limited to:

a) multi-jurisdictional task forces;
b) criminal investigations (including, but not limited to, investigations relating to illegal narcotics and narcotics related activities);
c) patrol services;
d) crowd control;
e) traffic control;

f) other emergency service situations.

2) Other Emergency Service Situations include, but are not limited to:

a) riot or disorder;
b) natural disasters;
c) mass processing of arrests;
d) transporting prisoners;
e) operating temporary detention facilities; and
f) vehicular pursuits.

B. Procedure for Requesting Assistance

1) Request. A request for assistance shall only be made by the head of the requesting law enforcement agency or his or her designee. The request shall include a description of the situation creating the need for assistance, the number of law enforcement officers requested, the location to which the personnel are to be dispatched, and the officer in charge at such location.

2) Reply. A reply to any request for assistance shall only be made by the head of the assisting law enforcement agency or his or her designee. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to be furnished.

C. Procedures When Assisting.

1) Officer in Charge. The personnel transferred or assigned by the assisting law enforcement agency shall report to the Officer-In-Charge of the requesting law enforcement agency at the designated location or by way of radio contact and shall be subject to the lawful orders and commands of that official. The assisting law enforcement officers shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency.

2) Radio Communication. Radio communication between the requesting law enforcement agency and the assisting law enforcement officers shall be maintained by use of the State regional radio channel system, unless a radio channel that is mutually shared by the parties hereto is otherwise available.

3) Release. The assisting law enforcement officers temporarily transferred or assigned shall be released by the Officer-In-Charge when their services are no longer required or when they are needed to respond to a situation within the geographical boundaries of their own jurisdiction; provided, however, the assisting law enforcement officers shall use their best efforts to complete the requested services prior to being released.

D. Vesting of Authority and Jurisdiction. To the fullest extent permitted by the Constitution and statutes of this state, for purposes of investigation, arrest or any

other activity related to the purpose for which they were requested, assisting officers assigned under this agreement shall be vested with the same jurisdiction, authority, powers, privileges, immunities, rights and duties to enforce laws of the State of South Carolina and/or the laws of the requesting agency's jurisdiction, as officers of the requesting agency.

II. Financial Issues.

A. Compensation and Reimbursement.

1. The temporary transfer or assignment of law enforcement officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension or retirement rights of such transferred or assigned officers, and such officers shall continue to be paid by the agency where they are permanently employed.

2. The parties agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind, to include the ancillary benefits of increased investigation and prevention of crime in their respective jurisdictions.

3. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

B. Costs and Expenses. Except as otherwise provided herein, each party shall bear its own costs and expenses incurred in the performance of its obligations hereunder.

C. Insurance and Bond. It is agreed and understood that the parties hereto shall be solely responsible for maintaining such insurance protection and workers compensation coverage on its employees as may be required by law or deemed advisable by the party. The bond, if any, for any officers operating under this agreement, shall include coverage for their activity in the other jurisdiction covered by this agreement in the same manner and to the same extent provided by the bonds of regularly employed officers of that county or municipality.

III. Arrangements for use of Equipment and Facilities.

A. Supply and Provision of Equipment and Facilities. Each party shall be responsible for the maintenance of its own equipment and shall supply the equipment for its law enforcement officers. The host agency will procure and provide the facilities for law enforcement operations and will designate its location at the time assistance is requested unless otherwise agreed upon by the parties.

B. Damage to Equipment. Each party shall bear the risk of its damage or loss to its own equipment.

IV. Records and the Processing of Requests Pursuant to the Freedom of Information Act.

A. Records. The requesting law enforcement agency shall be primarily responsible to maintain records relating to the incident for which assistance has been requested. However, each law enforcement agency shall maintain its own personnel and other usually kept records as to its assigned officers. Each party shall make records relating to law enforcement activities conducted pursuant to this Agreement available to the other party upon request and without costs.

B. Processing Freedom of Information Act Requests. Each party shall be responsible for responding to Freedom of Information Act requests received by their agency in accordance with South Carolina Law. It is anticipated, but not required, that when responding to Freedom of Information Act requests the parties will consult with one another to ensure their responses to such requests are complete, consistent and in compliance with South Carolina Law.

V. Legal Contingencies.

A. Lawsuits and Payment of Damages Arising from Provided Services. Neither party shall be responsible for defending any legal action brought against the other party or its employees arising out of circumstances in which assistance was requested or provided, nor shall it be responsible to pay any fees, costs, damages or verdicts incurred by the other party in such a legal action.

B. No Indemnification or Third-Party Rights. The parties shall be solely responsible for the acts and omissions of their respective employees, officers and officials. No right of indemnification is created by this agreement and the parties expressly disclaim such a right. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any person or entity not a party to this agreement.

VI. Stipulation Regarding Control Over Assisting Agency's Personnel.

A. Primary Responsibility. It is agreed and understood that the primary responsibility of the parties hereto is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance.

B. Control. Except as otherwise agreed among the parties, each party shall maintain control over its personnel.

C. Employment Status. Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this agreement shall be the employees of the law enforcement agency requesting such assistance.

VII. Term, Duration, Modification and Termination.

A. Term and Duration. This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

B. Modification. This Agreement shall not be modified, amended or changed in any manner except upon the express written consent of the parties hereto.

C. Termination. This Agreement may be terminated by either party by providing written notice to the other party. Such notice becomes effective upon receipt of the notice by the other party.

VIII. General Provisions.

A. Responsibility to Respective Governing Bodies Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

B. Severability. Should any part of this Agreement be found to be unenforceable by any court or other competent authority, the rest shall still remain in full force and effect.

C. Binding Successors in Office. All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

City of Charleston:

Naomi Broughton
Witness

G. Mullen
Chief Gregory Mullen

Witness

Mayor John Tecklenberg

City of Isle of Palms:

Witness

Chief Thomas E. Buckhannon, III

Witness

Mayor Richard F. Cronin

15)

Ratification
Number_____

AN ORDINANCE

TO ADOPT AND AMEND THE BUSINESS LICENSE ORDINANCE FOR THE CITY OF CHARLESTON, SOUTH CAROLINA, ORDINANCE NUMBER 1991-153, AS AMENDED BY ORDINANCE NUMBERS 1991-194, 1992-587, 1993-448, 1994-469, 1995-565, 1996-218, 1997-455, 1998-118, 1999-176, 2000-231, 2001-116, 2002-143, 2003-109, 2004-131, 2005-671, 2006-599, 2007-238, 2008-162, 2009-259, 2010-264, 2011-296, 2012-403, 2013-144, 2014-154, AND 2015-189 TO ADOPT SAID ORDINANCE, AS AMENDED, AS THE BUSINESS LICENSE ORDINANCE FOR THE CITY OF CHARLESTON, SOUTH CAROLINA, FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2017.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

The City of Charleston Business License Ordinance is hereby amended by adding thereto the following underlined words and deleting the stricken text, which shall read as follows:

"Section 1. License Required.

Every person engaged or intending to engage in any calling, business, occupation or profession listed in the rate classification index portion of this ordinance, in whole or in part, within the limits of the City of Charleston, South Carolina, is required to pay an annual license fee for the privilege of doing business and obtain a business license as herein provided.

Section 2. Definitions.

The following words, terms and phrases, when used in this ordinance, shall have the meaning ascribed herein:

"*Business*" means a calling, occupation, profession, or activity engaged in with the object of gain, benefit or advantage, either directly or indirectly.

"*City*" means the City of Charleston.

"*Classification*" means that division of businesses by major groups subject to the same license rate as determined by a calculated index of ability to pay based on national averages, benefits, equalization of tax burden, relationships of services, or other basis deemed appropriate by City Council.

"*Due Date*" means the date and year when the income is required to be reported to the Business License Official as provided herein.

"*Gross Income*" means the total income of a business, received or accrued, for one calendar year collected or to be collected from business done within the City, excepting therefrom income earned outside of the City of Charleston on which a license tax is paid to some other municipality

or county and fully reported to the City of Charleston. Gross income from interstate commerce shall be included in the gross income for every business subject to a business license tax. Gross income for brokers or agents means gross commissions received or retained, unless otherwise specified. Gross income for insurance companies means gross premiums collected. Gross income for business license tax purposes shall not include taxes collected for a governmental entity, escrow funds, or funds which are the property of a third party and held in escrow. The value of bartered goods or trade-in merchandise shall be included in gross income. The gross income for business license purposes may be verified by inspection of returns and reports filed with the Internal Revenue Service, the South Carolina Department of Revenue, the South Carolina Insurance Commission, or other government agency.

"*License Official*" means the "Revenue Collections Division Director" or such other person designated by him or her to administer this ordinance.

"*Municipality*" means the City of Charleston, South Carolina.

"Person" means any individual, firm, partnership, LLP, LLC, cooperative non-profit membership, corporation, joint venture, association, estate, trust, business trust, receiver, syndicate, holding company, or other group or combination acting as a unit, in the singular or plural, and the agent or employee having charge or control of a business in the absence of the principals.

"Real Estate Developer" means an individual or entity who, for a fee, salary, commission, or other valuable consideration, or who, with the intent or expectation of receiving compensation, engages in any activity involving the sale, purchase, exchange or lease of land and otherwise holds himself or itself out to the public or another business entity as being engaged in any of the foregoing activities.

Section 3. Purpose and Duration.

The business license levied by this ordinance is for the purpose of providing such regulation as may be required for the business subject thereto and for the purpose of raising revenue for the general fund through a privilege tax. Each license shall be issued for one year and shall expire on December 31. The provisions of this ordinance and the rates herein shall remain in effect from year to year as amended by Council.

Section 4. License Fee.

a. The required license fee shall be paid for each business subject hereto according to the applicable rate classification on or before the 31st day of January in each year, except that the due date for insurance companies shall be May 31st.

b. If the due date for payment falls on a Saturday or Sunday, or a Federal, State, or City of Charleston observed holiday then payment is considered timely on the following business day. Furthermore, if the due date for payment falls during the period of a natural disaster which directly precluded the responsible party from timely submitting the payment, an additional ten (10) day extension may be granted upon written request by the responsible party to the Director of the Revenue Collections Division. A natural disaster is defined as a hurricane, earthquake, flood, or tornado. The responsible party is considered directly precluded from timely submitting payment if their offices are deemed by emergency officials to be damaged to the extent of being unsafe or unavailable for use due to the disaster or postal service to the immediate area is suspended during the due date.

c. A separate license shall be required for each place of business and for each classification or business conducted at one place. If gross income cannot be separated for classifications at one location, the license tax shall be computed on the combined gross income for the classification requiring the highest rate. Businesses that sell alcohol for on-premise consumption in addition to conducting other types of business activities are required to secure a 7-5813, a
2-5812, or a 2-5813 classification in addition to any other business license required for that place of business.

d. If gross income cannot be separated for classifications at one location, the license fee shall be computed on the combined gross income for the classification requiring the highest rate. A license fee based on gross income shall be computed on the gross income for the preceding calendar or fiscal year, and on a twelve-month projected income based on the monthly average for a business in operation for less than one year. The fee for a new business shall be computed on the estimated probable gross income stated in the license application for the balance of the license year. The initial fee for an annexed business shall be prorated for the number of months remaining in the license year. No refund shall be made for a business that is discontinued.

Section 5. Registration Required.

a. The owner, agent or legal representative of every business subject to this ordinance, whether listed in the classification index or not, shall register the business and make application for a business license on or before the due date of each year; *provided*, a new business shall be required to have a business license prior to operation within the Municipality.

b. Application shall be on a form provided by the License Official which shall contain the Federal Employer's Identification Number, the business name as reported on the South Carolina income tax return, South Carolina Sales Tax Number, if applicable, the applicant's Driver's License Number, and all information about the applicant and the business deemed appropriate to carry out the purpose of this ordinance by the License Official. Applicants may be required to submit copies of portions of state and federal income tax returns reflecting gross income figures.

c. The applicant shall certify under oath that the information given in the application is true, that the gross income is accurately reported, or estimated for a new business, without any unauthorized deductions, and that all assessments and personal property taxes on business property due and payable to the Municipality have been paid.

d. Before a business license may be issued to a business physically located within the municipal limits of the City of Charleston, the owner, agent, or legal representative shall procure a certificate of occupancy, occupancy permit, or a certificate of operation for each location proposed to be operated by that business before commencing business operations.

e .Insurance agents and brokers shall report the name of each insurance company for which a policy was issued and the total premiums collected for each company for each type of insurance coverage on a form approved by the License Official. An insurance agent not employed by a company shall be licensed as a broker.

Section 6. Collection of Insurance Fees.

Pursuant to S.C. Code Ann. §§ 38-7-160 and 38-45-60, The Municipal Association of South Carolina is designated the municipal agent for purposes of administration of the municipal broker's premium tax. The Mayor is hereby authorized to execute an agreement with the Municipal Association for the administration and collection of current and delinquent license taxes from insurance companies as authorized by S.C. Code § 5-7-300 and the municipal broker's premium tax.

Section 7. Collection of Telecommunication Fees.

A. Notwithstanding any other provisions of the Business License Ordinance, the business license tax for "retail telecommunications services", as defined in S. C. Code Section 58-9-2200, shall be at the maximum rate authorized by S. C. Code Section 58-9-2220, as it now provides or as provided by amendment. The business license tax year shall begin on January 1 of each year. Declining rates shall not apply.
B. In conformity with S.C. Code Section 58-9-2220, the business license tax for "retail telecommunications services" shall apply to the gross income derived from the sale of retail telecommunications services for the preceding calendar or fiscal year which either originate or terminate in the municipality and which are charged to a service address within the municipality

regardless of where these amounts are billed or paid and on which a business license tax has not been paid to another municipality. The measurement of the amounts derived from the retail sale of mobile telecommunications services shall include only revenues from the fixed monthly recurring charge of customers whose service address is within the boundaries of the municipality. For a business in operation for less than one year, the amount of business license tax shall be computed on a twelve-month projected income.

C. The business license tax for "retail telecommunications services" shall be due on January 1 of each year and payable by January 31 of that year, without penalty.

D. The delinquent penalty shall be five percent (5 %) of the tax due for each month, or portion thereof, after the due date until paid.

E. Exemptions in the business license ordinance for income from business in interstate commerce are hereby repealed. Properly apportioned gross income from interstate commerce shall be included in the gross income for every business subject to a business license tax.

F. Nothing in this Ordinance shall be interpreted to interfere with continuing obligations of any franchise agreement or contractual agreement in the event that the franchise or contractual agreement should expire after December 31, 2003.

G. All fees collected under such a franchise or contractual agreement expiring after December31, 2003, shall be in lieu of fees or taxes which might otherwise be authorized by this Ordinance.

H. As authorized by S. C. Code Section 5-7-300, the Agreement with the Municipal Association of South Carolina for collection of current and delinquent license taxes from telecommunications companies pursuant to S. C. Code Section 58-9-2200 shall continue in effect.

Section 8. Deductions, Exemptions, and Charitable Organizations.

a. No deductions from gross income shall be made.

b. The applicant shall have the burden to establish the right to exempt income by satisfactory records and proof. It is the intent of this ordinance that the rule laid down by the Supreme Court of South Carolina in the case of **Triplet v. The City of Chester, 209 SC 3445, 40SE 2d 684 (1946)** shall be followed.

c. A separate itemized listing showing and explaining all deductions must accompany the license application, either new or renewal, or no deductions will be allowed.

d. No person shall be exempt from the requirements of the ordinance by reason of the lack of an established place of business within the Municipality, unless exempted by State or federal law. The License Official shall determine the appropriate classification for each business in accordance with the latest issue of North American Industry Classification System code. No person shall be exempt from this ordinance by reason of the payment of any other tax, unless exempted by State law, and no person shall be relieved of liability for payment of any other tax by reason of application of this ordinance.

e. A Charitable organization shall be deemed a business unless the entire proceeds of its operation are devoted to a charitable purpose.

Section 8. False Application Unlawful.

It shall be unlawful for any person subject to the provisions of this ordinance to make a false application for a business license, or to give or file, or direct the giving or filing of any false information with respect to the license or fee required by this ordinance.

Section 9. Display and Transfer.

a. All persons shall display the license issued to them on the original form provided by the License Official in a conspicuous place in the business establishment at the address shown on the license. A transient or non-resident shall carry the license upon his person readily available for inspection by any authorized agent of the Municipality.

b. A change of address must be reported to the License Official within ten (10) days after removal of the business to a new location and the license will be valid at the new address upon written notification by the License Official and compliance with zoning and building codes. Failure to obtain the approval of the License Official for a change of address shall invalidate the license and subject the licensee to prosecution for doing business without a license.

c. A business license shall not be transferable and a transfer of controlling interest shall be considered a termination of the old business and the establishment of a new business requiring a new business license. In the event of a sale or transfer of a business, the purchaser or new owner(s) may apply to the License Official for a credit for fees previously paid toward the new license fees. Upon determination by the License Official that the new business is the same as the previously licensed business, the License Official shall deduct from fees due a pro rated credit for license fees paid. The applicant for such credit shall pay an administrative fee of $50.00, notwithstanding such credits. Such application shall be made within thirty (30) days of any transfer or sale. The transfer of any partial ownership shall be reported to the License Official.

Section 10. Administration of Ordinance.

The License Official shall administer the provisions of this ordinance, collect license fees, issue licenses, make or initiate investigations and audits to insure compliance, initiate denial or revocation procedures, report violations to the municipal attorney, assist in prosecution of violators, produce forms, make reasonable regulations relating to the administration of this ordinance, and perform such other duties as may be duly assigned.

Section 11. Inspections and Audits.

a. The License Official shall make systematic inspections and periodic audits of businesses within the Municipality to insure compliance with the ordinance. All licensees and applicants under this ordinance herby submit to the jurisdiction of the City, its License Official, or other authorized agents for the purposes of inspections or audits of books and records.

b. For the purpose of enforcing the provisions of this ordinance the License Official or other authorized agent of the Municipality is empowered to enter upon the premises of any person subject to this ordinance to make inspections, examine and audit books and records. It shall be unlawful for any such person to fail or refuse to make available the necessary books and records. Failure to permit such inspections or audits shall be sufficient cause to deny, revoke, or suspend a license by the License Official.

c. In the event an audit or inspection reveals that the licensee has failed to pay the proper amount of fees, an audit notice shall be served by certified mail. An application of adjustment of the audit may be made to the License Official within fifteen (15) days after the notice is mailed or the audit will become final.

d. In the event an audit or inspection reveals that the licensee has filed false information or under reported its income, the costs of the audit may be added to the correct license fee. Additionally, penalties shall be added to the outstanding fees as provided herein and each day of failure to pay the proper amount of license fee and penalty shall constitute a separate offense.

e. Financial information obtained by inspections and audits shall not be deemed public records, and the License Official shall not release the amount of license taxes paid or the reported gross income of any person by name without written permission of the licensee. The License Official may disclose gross incomes of licenses to the Internal Revenue Service, South Carolina Tax Commission or Charleston County Tax Appraiser for the purpose of assisting tax assessments,

tax collections and enforcement. Such disclosure shall be for internal, confidential and official use of these governmental agencies and shall not be deemed public records.

Section 12. Assessments.

a. If a person fails to obtain a business license or to furnish the information required by this ordinance or the License Official, the License Official shall examine such records of the business or any other available records as may be appropriate, and conduct such investigations and statistical surveys as the License Official may deem appropriate to assess a license tax and penalties as provided herein.

b. A notice of assessment shall be served by certified mail. An application for adjustment of the assessment may be made to the License Official within fifteen (15) days after the notice is mailed or the assessment will become final. The License Official shall establish the procedures for hearing an application for adjustment of assessment and issuing a notice of final assessment.

Section 13. Delinquent License Fees, Partial Payment.

a. For non-payment of all or any part of the correct license fee, the License Official shall levy and collect a late penalty of five (5%) percent of the unpaid fee for the first month or portion thereof after the due date and an additional twenty-five (25%) percent for the second month or portion thereof after the due date, for a total of thirty (30) percent, and an additional five (5%) percent per month or portion thereof for the third month, and each subsequent month after the due date until paid or penalties reach a total of fifty-five (55%) percent of the correct license fee. If any license fee remains unpaid for sixty (60) days after its due date, the License Official may report it to the municipal attorney for appropriate legal action.

b. The penalty for delinquent insurance payments shall be 5% of the tax due per month, or portion thereof, after the due date until paid.

c. Penalties shall not be waived.

d. Partial payment may be accepted by the License Official to toll imposition of penalties on the portion paid; *provided*, however, no business license shall be issued or renewed until the full amount of the tax due, with penalties, has been paid.

Section 14. Notices.

The License Official may, but shall not be required to, mail written notices that license fees are due. If notices are not mailed there shall be published a notice of the due date in a newspaper of general circulation within the municipality three (3) times prior to the due date in each year.

Additionally, the License Official may, but shall not be required to, mail a written reminder that license fees are due. The written reminder should state the due date for the business license fee, the penalties for failing to pay timely and contact information for the Revenue Collections Department.

Failure to receive notice shall not constitute a defense to prosecution for failure to pay the tax and penalties due.

Section 15. Denial of Business License.

a. The License Official may deny a business license to an applicant when the application is incomplete, contains a misrepresentation, false or misleading statement, evasion or suppression of a material fact, or when the activity for which a business license is sought is unlawful or constitutes a public nuisance *per se or per accidens*. A denial shall be written with reasons therefore stated.

b. No business license shall be issued to a business physically located in the City of Charleston until a certificate of occupancy, occupancy permit, or a certificate of operation has been applied for and issued indicating approval of the Zoning Administrator, Fire Department and the Building Inspector for the operation of the applicant's business at the proposed location. Applicants shall purchase a business license within five (5) days after the certificate of occupancy, occupancy permit, or a certificate of operation has been issued.

c. No business license may be issued to a business if that business, or a principal officer of that business owes the City of Charleston for outstanding business license fees, unless a payment plan has been approved by the License Official.

d. No business license may be issued to a business if that business, or the agent, or a principal officer of that business has engaged in an unlawful activity or nuisance related to the business or to a similar business in the City or in another jurisdiction.

e. No business license may be issued to a business if that business, or the agent, or a principal officer of that business has had a business license for the business or for a similar business in another jurisdiction that has been denied, suspended, or revoked in the previous license year.

Section 16. Suspension or Revocation of License.

When the License Official determines:

1. A license has been mistakenly or improperly issued or issued contrary to law; or

2. A licensee has breached any condition upon which the license was issued or has failed to comply with the provisions of this ordinance; or

3. A licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, evasion or suppression of a material fact in the license application; or

4. A licensee has been convicted of an offense under a law or ordinance regulating business, a crime involving moral turpitude, or an unlawful sale of merchandise or prohibited goods; or

5. A licensee has engaged in an unlawful activity or nuisance related to the business;

the License Official may take actions to suspend or revoke the business license by giving written notice to the licensee or the person in control of the business within the municipality by personal service or certified mail that the license is suspended or suspended pending a hearing before the Business License Committee for the purpose of determining whether the license should be revoked. The notice shall state the time and place at which the hearing is to be held, which shall be at a regular or special Business License Committee meeting within thirty (30) days from the date of service of the notice, unless continued by agreement. The notice shall contain a brief statement of the reasons for suspension or suspension and proposed revocation and a copy of the applicable provisions of this ordinance.

Section 17. Appeals and Appeal Procedure.

a. A final assessment may be appealed to the Business License Committee only by payment in full of the assessment under protest within fifteen (15) business days of receiving the final assessment and by filing with the Clerk of Council and the License Official a written notice of appeal within fifteen (15) business days after payment setting forth plainly, fully, and distinctly why the decision is contrary to law. The Business License Official shall have the authority to grant a one time fifteen (15) business day extension for payment in full of the assessment in cases where hardship has been demonstrated by the business licensee. The business licensee must request a hardship consideration in writing before the original fifteen (15) business day

requirement for payment expires. The granting of a payment extension will automatically extend the time period for filling the appeal to fifteen (15) business days after the payment is tendered.

b. Any person aggrieved by a final decision of the License Official regarding a final audit may appeal the License Official's decision to the Business License Committee only by payment in full of the final audit under protest within fifteen (15) business days of receiving the final audit and by filing with the Clerk of Council and the License Official a written notice of appeal within three (3) years after payment setting forth plainly, fully, and distinctly why the decision is contrary to law.

c. A decision of the License Official shall be subject to appeal to the Business License committee.

d. Business License hearings requested pursuant to this section shall be scheduled within thirty (30) days after receipt of a proper request for an appeal unless continued by agreement.

e. Any person aggrieved by a final decision of the Business License Committee regarding a suspension or revocation of a business license, or a decision by the Business License Committee on a matter appealed to it in accordance with the procedures outlined in this section may appeal the decision of the Business License Committee to the circuit court in and for the county by filing with the clerk of court a petition in writing setting forth plainly, fully, and distinctly why the decision is contrary to law. The appeal must be filed within thirty days after the affected party receives actual notice of the decision of the Business License Committee.

f. At a hearing held before the Business License Committee, all parties shall have the right to be represented by counsel, to present testimony and evidence and to cross-examine witnesses. The proceedings shall be recorded and transcribed at the expense of the party so requesting. The rules of evidence and procedure prescribed by City Council shall govern the hearing. The Business License Committee with a quorum of members in attendance shall by majority vote of members present render a written decision based on findings of fact and the application of the standards herein which shall be served upon all parties or their representatives.

Section 18. Consent, franchise or business license fee required.

The annual fee for use of streets or public places authorized by a consent agreement or franchise agreement shall be set by the ordinance approving the agreement and shall be consistent with limits set by State law. Existing franchise agreements shall continue in effect until expiration dates in the agreements. Franchise and consent fees shall not be in lieu of or be credited against business license fees unless specifically provided for by the franchise or consent agreement.

Section 19. Confidentiality.

Except in accordance with proper judicial order or as otherwise provided by law, it shall be unlawful for any official or employee to divulge or make known in any manner the amount of income or any particulars set forth or disclosed in any report or return required under this ordinance. Nothing in this section shall be construed to prohibit the publication of statistics so classified as to prevent the identification of particular reports or returns. Any license data may be shared with other public officials or employees in the performance of their duties, whether or not those duties relate to enforcement of the license ordinance.

Section 20. Violations.

Any person violating any provision of this ordinance shall be deemed guilty of the offense and shall be subject to a fine of up to $500.00 or imprisonment for not more than thirty (30) days or both, upon conviction. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent taxes, penalties and costs provided for herein.

Section 21. Severability.

A determination that any portion of this ordinance is invalid or unenforceable shall not affect the remaining portions.

Section 22. Classification and Rates.

a. The license fee for each Class of business shall be computed in accordance with the following rates. The major groups of businesses included in each Class are listed with the major group number according to the North American Industry Classification System code. The License Official shall determine the proper class for business according to the NAICS.

b. Unless otherwise specifically provided, all minimum fees and rates shall be doubled for itinerants having no fixed principle place of business in the City of Charleston. A construction site trailer or a structure in which the contractor temporarily resides is not deemed a fixed principal place of business."

Section 23. This Ordinance shall become effective January 1, 2017.

Ratified in City Council this ____ day of _____, in the Year of Our Lord, 2016, and in the 241st Year of the Independence of the United States of America.

BY:

_____

John J. Tecklenburg
Mayor, City of Charleston

ATTEST:

BY:

_____

Vanessa Turner Maybank
Clerk of Council

City of Charleston Business License
2017 Rate Classification Index

Sec. 24

NAICS Code	Industry Sector
	RATE CLASS 1
22	Utilities
313	Textile and textile product mills
321	Wood products
331	Primary metal industries
42	Wholesale trade
441	Motor vehicle and parts dealers
443	Electronic and appliance stores
445	Food and beverage stores
447	Gasoline stations
451	Sporting goods, hobby, book, and music stores
452	General merchandise stores
454	Nonstore retailers
623	Nursing and Residential Care Facility
721	Accommodation
	RATE CLASS 2
11	Agriculture, forestry, hunting and fishing
311	Food manufacturing
315	Apparel
316	Leather and allied products
322	Paper products
323	Printing and related support activities
324	Petroleum and coal products
327	Nonmetallic mineral products
332	Fabricated metal products
333	Machinery
335	Electrical equipment, appliances, and components

336	Transportation equipment
337	Furniture and related products
442	Furniture and home furnishing stores
444	Building material and garden equipment and supplies dealers
446	Health and personal care stores
448	Clothing and accessories stores
453	Miscellaneous store retailers
48	Transportation, except rail
493	Warehousing and storage facilities
524	Insurance agents, brokers, and related activities
532	Rental and leasing services
562	Waste management and remediation services
722	Food services and drinking places
811	Repair and maintenance
8111	Auto repair and maintenance

RATE CLASS 3

325	Chemical manufacturing
339	Other miscellaneous manufacturing
51	Information
512	Motion picture and sound recording
515	Broadcasting (except internet) and telecommunications
517	Telecommunications
56	Administrative and support and waste management and remediation services
561	Administrative and support services
71	Arts, entertainment, and recreation
712	Museums, Historical Sites and similar institutions

RATE CLASS 4

334	Computer and electronic products
511	Publishing industries (except 511210)
518	Internet service providers, web search portals, and data processing
62	Health care and social assistance

RATE CLASS 5

519	Other Information Services
522	Credit intermediation and related activities
53	Real estate and rental and leasing
54	Professional, scientific, and technical services
55	Management of companies
61	Educational services
812	Personal and laundry services
813	Religious, grantmaking, civic, professional, and similar organizations

RATE CLASS 6

21	Mining
531	Real estate

RATE CLASS 7

52	Finance and insurance
523	Securities, commodity contracts, and other financial investments
525	Funds, trusts and other financial vehicles
5311	Lessors of real estate (including mini warehouses and self storage)
5416-5419	Other professional, scientific, and technical services

RATE CLASS 8

23	Construction
4411	Automobile Dealers
4412	Other Motor Vehicle Dealers
482	Rail Transportation
5241	Insurance Carriers
52421	Insurance Brokers for non-admitted Insurance Carriers
7131	Amusement Parks and Arcades
7132	Nonpayout Amusement Machines
71399	All Other Amusement and Recreational Industries (pool tables)
72241	Drinking Places (Alcoholic Beverages) (After Midnight)
72551	Food Services (After Midnight)

BUSINESS LICENSE CLASS SCHEDULE BY NAICS CODE

NAICS Code	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	2
21	Mining	6
2211	Electric Power Generation, Transmission and Distribution	8
2212	Natural Gas Distribution	8
22	Utilities	1
23	Construction	8
311	Food manufacturing	2
313	Textile and textile product mills	1
315	Apparel	2
316	Leather and allied products	2
321	Wood products	1
322	Paper products	2
323	Printing and related support activities	2
324	Petroleum and coal products	2
325	Chemical manufacturing	3
327	Nonmetallic mineral products	2
331	Primary metal industries	1
332	Fabricated metal products	2
333	Machinery	2
334	Computer and electronic products	4
335	Electrical equipment, appliances, and components	2
336	Transportation equipment	2
337	Furniture and related products	2
339	Other miscellaneous manufacturing	3
42	Wholesale trade	1
42393	Recyclable Material Merchant Wholesalers (Junk)	1
44-45	Retail trade (see type)	
441	Motor vehicle and parts dealers	1
4411	Automobile Dealers	8
4412	Other Motor Vehicle Dealers	8
442	Furniture and home furnishing stores	2
443	Electronic and appliance stores	1
444	Building material and garden equipment and supplies dealers	2
445	Food and beverage stores	1
446	Health and personal care stores	2

447	Gasoline stations	1
448	Clothing and accessories stores	2
451	Sporting goods, hobby, book, and music stores	1
452	General merchandise stores	1
453	Miscellaneous store retailers	2
454	Nonstore retailers	1
45439	Other Direct Selling Establishments (Peddlers)	1
48-49	Transportation and warehousing (see type)	
482	Rail Transportation	8
486	Pipeline transportation	2
493	Warehousing and storage facilities	2
51	Information	3
511	Publishing industries (except 511210)	4
512	Motion picture and sound recording	3
515	Broadcasting (except internet) and telecommunications	3
517	Telecommunications	3
51711	Cable, DSL, VoIP, etc.	8
518	Internet service providers, web search portals, and data processing	4
519	Other Information Services	5
52	Finance and insurance	7
522	Credit intermediation and related activities	5
523	Securities, commodity contracts, and other financial investments	7
524	Insurance agents, brokers, and related activities	2
5241	Insurance Carriers	8
52421	Insurance Brokers for non-admitted Insurance Carriers	8
525	Funds, trusts and other financial vehicles	7
53	Real estate and rental and leasing	5
531	Real estate	6
5311	Lessors of real estate (including mini warehouses and self storage)	7
532	Rental and leasing services	2
54	Professional, scientific, and technical services	5
5416-5419	Other professional, scientific, and technical services	7
55	Management of companies	5
56	Administrative and support and waste management and remediation services	3
561	Administrative and support services	3
562	Waste management and remediation services	2

61	Educational services	5
62	Health care and social assistance	4
623	Nursing and Residential Care Facility	1
71	Arts, entertainment, and recreation	3
71119	Other Performing Arts Companies (Carnivals and Circuses)	3
712	Museums, Historical Sites and similar institutions	3
7131	Amusement Parks and Arcades	3
7132	Nonpayout Amusement Machines	8
71329	Bingo Halls	3
71399	All Other Amusement and Recreational Industries (pool tables)	3
721	Accommodation	1
722	Food services and drinking places	2
72241	Drinking Places (Alcoholic Beverages)	8
72251	Food Services (After Midnight)	8
811	Repair and maintenance	2
8111	Auto repair and maintenance	2
812	Personal and laundry services	5
813	Religious, grant making, civic, professional, and similar organizations	5
812	Personal and laundry services	5
813	Religious, grant making, civic, professional, and similar organizations	5

2017
Schedule of License Fees - Section 25

Class	INCOME 0-$2,000.00	All over $2,000.00 Rate per thousand or fraction thereof
1.....	$ 32.00	$ 1.55
2.....	$ 37.00	$ 1.95
3.....	$ 43.00	$ 2.35
4.....	$ 49.00	$ 2.80
5.....	$ 55.00	$ 3.15
6.....	$ 60.00	$ 3.50
7.....	$ 64.00	$ 3.90
8.....	See individual business in Class 8	

EXAMPLE OF BUSINESS LICENSE FEE CALCULATION		
Class 1 Business.....	Gross Income	$100,000.00
First $2,000.00.....	@ $32.00	$32.00
$2,000.00 - $100,000.00.....	@ $1.55 per thousand	98 x $1.55 =
		$151.90
		+ $ 32.00
		Total $183.90

Unless otherwise specifically provided, all minimum fees and rates shall be doubled for itinerants having no permanent, principal place of business in the City of Charleston. For purposes of this section, Itinerant shall be defined as a person, company, firm, partnership, corporation or entity doing business in the City of Charleston, but having no permanent principal place of business in the City of Charleston." Trailers, model homes, structures, or office spaces occupied by Contractors, Subcontractors, and Construction Managers temporarily during construction shall not constitute a permanent, principal place of business.

"Declining Rate applies in all classes of gross income in excess of $1,000,000.00
- excepting where noted differently -

A. Amount (in Millions) Gross Income	Percent of Rate for each additional $1,000
0 – 1	100 percent
1 – 2	95
2 – 3	90
3 – 4	85
4 – 5	80
Over 5	75

CLASS 8 / RATES

NAICS

230000 – Contractors, Construction, Management, General-Contractor, and types –

The total fee for the amount of the contract shall be paid prior to commencement of work and shall entitle contractor to complete the job without regard to the normal expiration date, except that itinerants performing State and Federal jobs in excess of five million dollars ($5,000,000.00) may pay annually the business license fees equally over the terms of the contract with the first payment due prior to the commencement of work. The declining rate shall apply only to the amount of the contract reported each year.

– Itinerant (No permanent, principal place of business within the city) .....0 - $2,000.00 .....$80.00
over $2,000.00.....$3.30 per Thousand

– Subcontractors Itinerant (No permanent, principal place of business within the city) – pays yearly using 1500 rates on previous years income from working in the City which doesn't require a separate permit and works under the General Contractors permit. If performing work that requires a separate permit each job must be updated before permit will be issued.

– Having place of business within the City..... 0 - $2,000.00.....$40.00
.....over $2,000.00 .....1.65 per Thousand

No contractor shall be issued a business license until all state and City qualifications, examination and trade license requirements have been met and all delinquent licenses paid. No contractor shall be issued a business license until all performance and indemnity bonds required by the City Building Code have been filed and approved. Zoning permits must be obtained when required by the City Zoning Ordinance with estimated cost of construction. Each contractor shall post a sign in plain view on each job identifying the contractor with the job and shall furnish the License Inspector a list with the name, address and telephone numbers of all subcontractors.

Subcontractors shall be licensed on the same basis as general or prime contractors for the same job, and no deductions shall be made by a general contractor for value of work performed by a sub-contractor.

482000 - Railroad Companies. For the first 1000 inhabitants.....$35.51
For each additional 1000 inhabitants according to the last Fed census of the city. Up to a maximum total of $2,000.00 .....$44.97

517200 – Radio Telephone Communications - ..... Maximum Authorized by SC. Code Sec 58-9-2220. X gross revenues
517100 – Telephone Communications – ..... Maximum Authorized by SC. Code Sec 58-9-2220 .X gross revenues

722410, 722511 - (a) - Night Clubs, Cabarets, Taverns, Restaurants, or other similar establishments, which sell or serve beer or wine or permit the consumption
of alcoholic beverages on the premises after midnight and which derive thirty-five (35%) percent or more of their gross income from the sale of beer, wine and/or alcoholic beverages.
On gross receipts not exceeding $25,000.00 .....$610.50
On each additional $1,000.00 or fraction thereof.....$7.90 per Thou

722410, 722511 (b) - Restaurants which derive less than thirty – five (35%) percent of their gross income from the sale of beer, wine and/or alcoholic beverages .....
and are open after midnight.
On gross receipts not exceeding $2,000.00 .....$46.26
On each additional $1,000.00 or fraction thereof .....$2.30 per Thou

An addendum to the business license application with a breakdown of total gross income and gross income derived from the sale of beer, wine and/or alcoholic beverages is required to be filed by Class 7 – Section 5813 (a) and Class 8 – Section 722410 (a) establishments. If Class 8-722410 (b) establishments fail to submit an addendum or the addendum fails to separate total gross income from gross income derived from the sale of beer, wine and/or alcoholic beverages, the license fee shall be computed under the rate Class 8-722410 (a).

4412 – Other motor vehicles .....0 - $2,000.00 .....$32.00
over $2,000.00.....$1.10 per Thousand
4411 – Automobile Dealers..... 0 - $2,000.00 .....$32.00
over $2,000.00.....$1.10 per Thousand

Insurance Companies

Insurance Companies: Except as to fire insurance, "gross premiums" means gross premiums written for policies for property or a risk located within the municipality. In addition gross premiums" shall include premiums written for polices that are sold, solicited, negotiated, taken, transmitted, received, delivered, applied for, produced or serviced by (1) the insurance company's office's located in the municipality, (2) the insurance company's employee conducting business within the municipality, or (3) the office of the insurance company's licensed or appointed producer (agent) conducting business within the municipality, regardless of where the property or risk is located, provided no tax has been paid to another municipality in which the property or risk is located based on the same premium. As to fire insurance, "gross premiums" means gross premiums (1) collected in the municipality, and/or (2) realized from risks located within the limits of the municipality.

Solicitation for insurance, receiving or transmitting an application or policy, examination of risk, collection or transmitting an application of a premium, adjusting a claim, delivering a benefit or doing any act in connection with a policy or claim shall constitute conducting business within the municipality, regardless of whether or not a an office is maintained in the municipality.

Gross premiums shall include all business conducted in the prior calendar year. Gross premiums shall include new and renewal business without deductions for any divided, credit, return premiums or deposit. Declining rates shall not apply.

524113, 524114 Life, Health and Accident .....0.75% percent of gross Premiums

524126, 524128 Fire and Casualty .....2% of gross premiums

524127 Title Insurance .....2% of gross premiums

524210 Brokers for non-admitted insurance carriers .....2% of gross premiums

Computer Programming Design, Prepackaged Software Design, 541511, 511210, 334611
First - $2,000.00 .....$10.00
$2,000.00 - 1 Million .....55¢ per Thou
1 Million - 2 Million.....10¢ per Thou
2 Million - 10 Million.....5¢ per Thou
Over 10 Million .....2.5¢ per Thou

713200 – Amusements Machines, coin operated – Not included in gross income of businesses where located or not owned by business where located except video poker type machines.....$6.44
713990 – Billiard or Pool Tables, all types (Not to be prorated). $6.44

(Not to be prorated)
List of machine locations required.

Taxi Decal, Vehicle for Hire Decals..... $6.44 per decal per year

If you have any questions or need assistance with filling out your business license application, please call the Revenue Collections office at 724-3711. Please make checks payable to the City of Charleston.

MAILING ADDRESS
City of Charleston Revenue Collections Office
P.O. Box 22009
Charleston, SC 29413-2009

PHYSICAL LOCATION
Revenue Collections Office
2 George Street, Suite 1700
Charleston, SC 29401

If your business closed before the end of 2016, please contact our office so we may update our files.