City Hall
80 Broad Street
December 20, 2016
4:30 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Lewis

2. Approval of Minutes:

   a.) December 6, 2016

3. Bids and Purchases

4. Approval of Year 2017 Stormwater Utility Fund Budget

5. Police Department: Approval to submit the FY16 Smart Cities Council Challenge grant application for specialized in-kind services on the City of Charleston's Open Data Dashboard project. No City match is required.

6. Parks: Approval to accept the Palmetto Pride – Keep South Carolina Beautiful Grant in the amount of $8,400 for the litter prevention education program and the volunteer cleanup supplies. No City match is required.

7. Recreation: Approval to apply for the Allstate Helping Hands in the Community Grant in the amount of $1,000 for the Youth Empowerment Project Ages 10-12. No City match is required. Due to time constraints, this grant was submitted on December 5, 2016.

8. Parks-Capital Projects: Approval of a Construction Contract with 21st Century Waterproofing in the amount of $74,700 for the repairs of various cracks and spalls and replacement of joint sealants and bearing pads at the VRTC Parking Garage. 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 an $86,000 project budget of which the $74,700 construction contract will be funded. The funding source for this project is the 2016 Parking Facilities, Structural Repairs in the General Operating Budget ($750,000).

9. Parks-Capital Projects: Approval of a budget transfer in the amount of $54,340 from the Facilities Maintenance, General Maintenance line item in the Parks Department budget to the Construction, Playground Equipment Maintenance line item for the purchase of playground equipment at Thomas Johnson Playground and Randolph Park Playground. Approval of this action will increase the Playground Equipment Maintenance line item in the Construction division by $54,340 while decreasing the General Maintenance line item in the Facilities Maintenance division by ($54,340) in the Parks Department.

10. Public Service: Approval for IPW Construction Group, LLC to clean and grade the Cross Creek outfall ditch in the amount of $70,005

11. Planning: Approval to establish a contract in the amount of $498,800.00 for the West Ashley Master Plan with Dover, Kohl & Partners, 1571 Sunset Drive, Coral Gables, FL 33143; Solicitation #16-P026C.

12. The Committee on Real Estate: (Meeting was held December 20, 2016 at 4:00 p.m. City Hall, 80 Broad Street)

    a. Bender Street Update

    b. Charleston School of Law Proposal re: Woolfe Street [Ordinance]
    (Information to be placed on Councilmembers' desks)

    c. An ordinance authorizing the Mayor to execute the necessary documents on behalf of the City of Charleston as set forth in the Settlement Agreement and Release between the City of Charleston and Ct/St. John's Marina, LLC ("Marina"), which is attached hereto and incorporated herein as Exhibit 1 pertaining to the payment of $25,000 to the Marina by the City and the transfer by the City of Charleston to the Marina of all rights, title and interest in the bridge and certain land underneath the bridge by Quit-Claim Deed, said property being located off of Old Maybank Highway, on John's Island, South Carolina.

COMMITTEE / COUNCIL AGENDA

3.)

TO: John J. Tecklenburg, Mayor

FROM: Laura S. Cabiness, PE **DEPT.** Public Service

SUBJECT: E-WASTE DISPOSAL FEE TO CAROLINE WASTE AND RECYCLING

REQUEST: Approval for e-waste disposal fee for services rendered to dispose of electronic waste collected by Environmental Services

COMMITTEE OF COUNCIL: Ways & Means **DATE:** 12/9/2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	X		☐
Cap. Proj. Cmte. Chair	☐	X		☐
Dir. Dept. of Public Serv.	✓	☐	Laura S. Cabiness	✓
	☐	☐	Gary Cox	☐

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

If yes, provide the following: Dept./Div.: 323000 Account #: 52206

Balance in Account $48,245.18 Amount needed for this item $48,245.18

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

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

City of Charleston

South Carolina

Department of Public Service

JOHN J. TECKLENBURG
Mayor

LAURA S. CABINESS, PE
Director

MEMORANDUM

To: Mayor John J. Tecklenburg and Councilmembers

From: Laura S. Cabiness, PE, Director, Department of Public Service

Date: December 12, 2016

Subject: E-Waste Disposal Invoice

In 2010, the State passed legislation prohibiting landfills from accepting electronic waste such as TVs and computers. Initially, the County continued to accept e-waste at the Bees Ferry landfill. As e-waste units became dismantled by "scavengers" looking for the valuable parts of these e-products and damaged by automated collection, the Counties' contractors began requiring the items be in undamaged condition.

Eventually, because of the difficulty in finding vendors to dispose of damaged e-waste, the County decided to no longer accept e-waste products from municipalities.

At first, Environmental Services was able to have one of our contractors, Carolina Waste, dispose of the e-waste. However, the company Carolina Waste was taking the e-waste to went out of business, and they had to haul it to a new company in Florida for disposal.

This resulted in doubling the cost of disposal. This increase, along with an under estimated amount of e-waste collected, resulted in the eventual cost crossing the threshold requiring approval by Council. The submission was delayed due to the confusion resulting in the large increase in the cost to dispose of the waste and attempts to negotiate a lower cost.

Cc: Mike Metzler, Deputy Director

2 George Street, Suite 2100, Charleston, SC 29401-3506 • Phone (843) 724-3754 • Fax (843) 973-7261

CAROLINA WASTE & RECYCLING, LLC
5264-B INTERNATIONAL BLVD. SUITE 100
NORTH CHARLESTON, SC 29418
843-576-1100

INVOICE

INVOICE NO	0000546851
PAGE	1
DATE	May-31-16
CUSTOMER #	11348
SITE #	2
REFERENCE	

CITY OF CHARLESTON
2150 MILFORD ST
NORTH CHARLESTON, SC 29405

PAY THIS INVOICE AMOUNT $48,245.18

AMOUNT PAID

DATE	DESCRIPTION	REFERENCE		QTY	AMOUNT
	(0002) PO.#*MGC - PO#PR12718				
	CITY OF CHARLESTON				
	2150 MILFORD ST, NORTH CHARLESTON SC				
	Serv #003 RO Special Waste - Permanent 30.00				
05 - May	RS 30.00 Delivery Charge W.O# 442002	SAM P 843-724-7365	SAM P 843-724-7365	1.00	$95.00
05 - May	FS Service-Fuel/Environmental Impact Fee		SC684313		$15.59
09 - May	RS 30.00 Dump and Return W.O# 442301	SAM P 843 724-7365	SAM P 843-724-7365	1.00	$195.00
09 - May	EV E-Waste		C1-297964	26,040.00 LB	$26,040.00
09 - May	FS Service-Fuel/Environmental Impact Fee		SC684314		$32.00
10 - May	MC Material Destruction Fee-Roll Off		680892	1.00	$275.00
	Serv #004 RO Special Waste - Permanent 30.00				
05 - May	RS 30.00 Delivery Charge W.O# 442044	SAM P 843-724-7365	SAM P 843-724-7365	1.00	$95.00
05 - May	FS Service-Fuel/Environmental Impact Fee		SC684315		$15.59
09 - May	RS 30.00 Dump and Return W.O# 442303	SAM P 843-724-7365	SAM P 843-724-7365	1.00	$195.00
09 - May	EV E-Waste		C1-297949	20,980.00 LB	$20,980.00
09 - May	FS Service-Fuel/Environmental Impact Fee		SC684316		$32.00
10 - May	MC Material Destruction Fee-Roll Off		680893	1.00	$275.00

Payment Due Net 15 Days Of Invoice Date. To Insure Proper Credit, Please Include your Account Number And Invoice Number On Your Check and Include The Top Portion Of This Invoice. Note: Customers Will Be Charged Reasonable Administrative Fees When Requesting Information That Is Not Currently A Part Of The Contracted Services.
1 1/2 % Per Month (18% Per Annum) After 30 Days On All Overdue Accounts.

TOTAL THIS INVOICE $48,245.18

INVOICE NO	0000546851
PAGE	1
DATE	May-31-16
CUSTOMER #	11348
SITE #	2
REFERENCE	

Only The Invoice Total Is Displayed. Outstanding Invoice Balances Are Not Included On This Invoice.

COMMITTEE / COUNCIL AGENDA

4.)

TO: John J. Tecklenburg, Mayor

FROM: Amy Wharton DEPT. BFRC

SUBJECT: YEAR 2017 STORMWATER UTILITY FUND BUDGET

REQUEST: Request approval and forward to Council

COMMITTEE OF COUNCIL: Ways & Means DATE: December 20, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel		x		
Cap. Proj. Cmte. Chair		x		
Public Service Dept	x		Michael R. Hodgson	

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

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: Amy Wharton

FISCAL IMPACT: 2017 Budget

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

2017 Stormwater Draft Budget as of 12/12/2016

Division/Object	2015 Prior YR Actuals	2016 Approved Budget	2016 Amended Budget	2017 Draft
193005 - Stormwater Gen Rev				
44101 Fees, Roadway Inspection	14,575.00	8,500.00	8,500.00	12,000.00
44106 Fees, Technical Review Comm	72,650.00	30,000.00	30,000.00	40,000.00
44441 Fees, Stormwater Utility	6,441,578.00	6,500,000.00	6,500,000.00	6,600,000.00
47001 Miscellaneous Income	510.00	0.00	0.00	0.00
47035 Contribution, Special Purpose	19,683.00	10,000.00	10,000.00	10,000.00
46103 Interest Income	2,830.00	3,000.00	3,000.00	3,000.00
Total Revenues	6,551,826.00	6,551,500.00	6,551,500.00	6,665,000.00
Total Stormwater Gen Rev	6,551,826.00	6,551,500.00	6,551,500.00	6,665,000.00
193010 - Stormwater Utility Operations				
49204 Proceeds frm Disp of Assets	29,590.00	0.00	0.00	0.00
47007 Surplus Sales	1,206.00	0.00	0.00	0.00
49090 Insurance Recoveries	12,547.00	0.00	0.00	0.00
43112 Grant, Federal	67,945.00	0.00	0.00	0.00
Total Revenues	111,288.00	0.00	0.00	0.00
80017 Transfer in Drainage Fund	122,807.00	1,614,267.00	1,614,267.00	1,938,281.00
Total Transfer In	122,807.00	1,614,267.00	1,614,267.00	1,938,281.00
90019 Transfer out Drainage Fund	0.00	0.00	0.00	0.00
90022 Transfer out General Fund	25,000.00	25,000.00	25,000.00	25,000.00
Total Transfer Out	25,000.00	25,000.00	25,000.00	25,000.00
51100 Salaries, Full-Time Employees	1,082,389.00	1,823,788.00	1,823,788.00	1,959,367.00
51110 Salaries, Temporary Employees	7,788.00	0.00	0.00	0.00
51145 Overtime	52,392.00	32,620.00	32,620.00	32,620.00
51155 Provision for Salary Increases	0.00	36,476.00	36,476.00	37,029.00
51180 Salary Savings	0.00	-275,000.00	-275,000.00	-275,000.00
51200 Healthcare	328,605.00	585,567.00	585,567.00	616,015.00
51205 Emp Healthcare Contributions	-67,400.00	-116,542.00	-116,542.00	-110,048.00
51215 Employee Life Insurance	2,225.00	2,540.00	2,540.00	2,680.00
51220 Disability Insurance	1,837.00	3,528.00	3,528.00	3,723.00
51225 Social Security	82,557.00	123,768.00	123,768.00	149,892.00
51230 SC Regular Retirement	124,607.00	205,319.00	205,319.00	231,401.00
51245 Unemployment Compensation	657.00	2,451.00	2,451.00	2,351.00
51250 Worker's Compensation	47,284.00	89,714.00	89,714.00	81,632.00
51275 Employee Wellness Program	395.00	0.00	0.00	0.00
52000 Supplies, Office	3,141.00	4,000.00	4,000.00	4,000.00
52002 Postage	160.00	50.00	50.00	50.00
52004 Tickets, Licenses & Permits	0.00	50.00	50.00	50.00
52006 Small Hand Tools	7,266.00	15,000.00	15,000.00	15,000.00
52008 Uniforms & Protective Clothing	11,261.00	17,000.00	17,000.00	17,000.00
52014 Supplies, Cleaning & Janitoria	1,860.00	2,000.00	2,000.00	2,000.00
52016 Supplies, Printing & Copying	214.00	1,000.00	1,000.00	1,000.00
52020 Signs	517.00	2,500.00	2,500.00	2,500.00
52032 Tires & Tubes	17,649.00	25,000.00	25,000.00	25,000.00
52034 Gas,Oil & Lubricants	71,984.00	192,500.00	192,500.00	145,000.00
52054 Supplies, Const Materials	82,565.00	72,000.00	72,000.00	80,000.00
52055 Supplies, Radio	2,560.00	9,520.00	9,520.00	9,520.00
52056 Supplies, Miscellaneous	584.00	0.00	0.00	0.00
52062 Supplies, Safety	837.00	0.00	0.00	0.00
52100 Water	515.00	700.00	700.00	700.00

52110 Electricity	3,846.00	6,000.00	6,000.00	6,000.00
52200 Bank Service Charges	15.00	50.00	50.00	50.00
52206 Services, Prof & Contr	260,397.00	559,325.00	559,325.00	534,950.00
52216 Agency Temporaries	167,523.00	154,000.00	154,000.00	154,000.00
52238 Services, Arch & Engineering	0.00	0.00	0.00	150,000.00
52300 Employee Travel & Training	8,549.00	2,005.00	2,005.00	7,500.00
52305 Professional Certifications	150.00	0.00	0.00	800.00
52310 Transportation Allowance	20.00	0.00	0.00	0.00
52405 Repairs, Equipment	4,609.00	4,000.00	4,000.00	4,000.00
52410 Maintenance, General	107.00	10,000.00	10,000.00	10,000.00
52415 Repairs, Vehicle	183,518.00	180,000.00	180,000.00	180,000.00
52425 Repairs, Emergency	0.00	0.00	0.00	100,000.00
52500 Leases, Equipment	2,079.00	5,000.00	5,000.00	5,000.00
52505 Leases, Vendor	1,878.00	2,000.00	2,000.00	2,000.00
52600 Insurance, Autos & Trucks	40,626.00	42,293.00	42,293.00	42,453.00
52700 Equipment, Non-Capital	5,168.00	8,135.00	8,135.00	8,135.00
52725 Furniture, Non-Capital	986.00	0.00	0.00	0.00
52944 Memberships, Dues & Pubs	350.00	400.00	400.00	400.00
53009 Refunds, Stormwater Utility	277.00	0.00	0.00	0.00
53011 Fees, Collection	70,000.00	70,000.00	70,000.00	70,000.00
53013 Fees, Bad Debt Collection	15,842.00	15,000.00	15,000.00	15,000.00
53036 Concord St Pump Station	12,170.00	90,000.00	90,000.00	72,000.00
53064 Fees, Permits	2,250.00	0.00	0.00	0.00
53068 Playground Rd Pump Station	0.00	10,000.00	10,000.00	10,000.00
53070 Courtney St Pump Station	5,996.00	15,000.00	15,000.00	15,000.00
53154 CARTA Passes	6,003.00	4,788.00	4,788.00	5,700.00
53155 Employee Parking	5,550.00	5,040.00	5,040.00	15,000.00
58015 Equipment, Machines	149,010.00	15,000.00	15,000.00	15,000.00
Total Expenditures	2,811,368.00	4,053,585.00	4,053,585.00	4,456,470.00
Total Stormwater Utility Operations	-2,602,273.00	-2,464,318.00	-2,464,318.00	-2,543,189.00
193030 - Lease Purchase				
52832 Interest Expense	13,762.00	12,273.00	12,273.00	16,866.00
52834 Principal Payment	462,415.00	529,534.00	529,534.00	562,970.00
Total Expenditures	476,177.00	541,807.00	541,807.00	579,836.00
Total Lease Purchase	-476,177.00	-541,807.00	-541,807.00	-579,836.00
193040 - 2012 Stormwater RevBd Debt Svc				
90048 TO Drainage Fd - Int Debt Svc	1,898,375.00	1,835,375.00	1,835,375.00	1,766,975.00
90049 TO Drainage Fd - Prin Debt Svc	1,575,000.00	1,710,000.00	1,710,000.00	1,775,000.00
Total Transfer Out	3,473,375.00	3,545,375.00	3,545,375.00	3,541,975.00
Total 2012 Stormwater RevBd Debt Svc	-3,473,375.00	-3,545,375.00	-3,545,375.00	-3,541,975.00
Grand Total:	0.00	0.00	0.00	0.00

COMMITTEE / COUNCIL AGENDA

5.)

TO: John J. Tecklenburg, Mayor

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

SUBJECT: POLICE DEPARTMENT – SMART CITIES COUNCIL

REQUEST: To approve the submission of FY16 Smart Cities Council Challenge Grant Application for specialized in-kind services on the City of Charleston's Open Data Dashboard project.

COMMITTEE OF COUNCIL: W&M **DATE:** December 20, 2016

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

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

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 match is required.

Mayor's Signature: [signature]

John J. Tecklenburg, Mayor

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

City of Charleston
John J. Tecklenburg
Mayor

December 23, 2016

Attention: Smart Cities Council Challenge Grant
Smart Cities Council

Dear Sirs:

Thank you for the opportunity to apply for a Smart Cities Council Challenge Grant, which is being awarded as part of the White House Office of Science and Technology Policy smart cities commitment announced on September 26, 2016.

As Mayor of the City of Charleston, South Carolina, I can confirm that the application being submitted by our city is fully authorized by our distinguished City Councilmembers and by myself.

We are prepared to work with Smart Cities Council to deliver an exceptional Smart Cities Readiness Event for our region in 2017. We are also prepared to work with those organizations providing in-kind matching products and services to maximize their impact for our city and region.

Ann-Marie Quinn, the Charleston Police Department's Grants Coordinator, has been authorized to submit the application on our city's behalf. We look forward to working with our talented staff members and community stakeholders in furtherance of the City of Charleston Open Data Dashboard project as part of this Challenge Grant.

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

The Smart Cities Council has assembled a group of professional service providers with experience in developing a Smart Cities Ecosystem. We believe our city will benefit from this Challenge Grant through the innovative use of computing tools and interoperable data platforms in our Open Data initiative. In particular, the Open Data Dashboard will display policing data, road closures, financial data, etc. These features will improve the workability of public and commercial services, improve transparency, and encourage data-driven community collaboration.

We will be gathering an exceptional group of stakeholders, including organizations that participated in our most recent public-private strategies. These endeavors are explained in greater detail in our application. We are also prepared, at our cost, to provide an appropriate venue, food, audiovisual support and other event logistics.

We also understand that should our city not be selected for a Challenge Grant, we will receive feedback from the Smart Cities Council and other opportunities to host a Readiness Event or otherwise advance our smart cities initiatives.

Very Respectfully,

_____

The Honorable John J. Tecklenburg
Mayor
Charleston, South Carolina

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

THIS IS A DEMO FORM

Go here for complete information on the **White House Commitment: Smart Cities Council Challenge Grants** The call for entries is now open and cities must submit an application no later than December 31, 2016. Winners will be selected and announced by January 31, 2017.
If you have any questions, please email Chief Scientist Dr. Stuart Cowan, **GrantApplication@SmartCitiesCouncil.com.**

What is your first name? Ann-Marie

What is your last name ? Quinn

What is your organization?

City officials, external consultants, and other stakeholders are eligible to complete and submit the application. However, the application must include a letter of support from the Mayor's Office or City Manager's Office authorizing the application.

Please see attached.

What is your job title Grants Coordinator

What is your email address? quinna@charleston-sc.gov

This will help us keep in contact during the application process.

What is your phone number? 843-720-3782

What state is the Applicant city located in? South Carolina

What is the name of the Applicant city?

This needs to be the lead city for the application.

City of Charleston

Knowledge Resources - Getting help with your application

KR: We have provided knowledge resources for most question on the application. These resources are designed to provide you with information that will help you answer the question better and also advance smart cities planning in your city. These knowledge resources are featured in shaded boxes with a blue *KR* mark, like this one.

I understand the content of the KR boxes are meant to provide me with useful guidance, although I will not be awarded any special consideration for following the links.

Is the Applicant city acting as the lead city for this application?

Multiple towns, cities, and counties can join an application, but one city must act as the applicant. The applicant does not need to have the largest population of those towns, cities, and counties supporting the application. Towns, cities, and counties may only join a single application. You will need to answer yes to move on to the full application.

Yes, we are the lead city for this application

All required fields must be complete before submitting this application. Fields marked with a * must be completed before you move to next page.

Welcome to the web-based application for the Smart Cities Council Challenge Grant Program.

The application must be submitted no later than 11:59 PM Eastern Time on Saturday, December 31st.

Applications will be reviewed by Smart Cities Council staff, Partners, and Advisors according to the criteria below out of a total of 100 points.

All applicants will be notified whether or not they have been selected as finalists by January 16th, 2017 and as winners by January 31st, 2017.

Finalists will be invited to conduct an interview. Cities not selected to receive Challenge Grants will be given feedback on their application and provided with other opportunities to receive support from Smart Cities Council.

Will any other towns, cities, or counties be joining this application?

We encourage regional participation, although it is not required. However, a given jurisdiction can only join a single application. Counties should only join if they will be actively participating at the county level rather than through cities located in the county.

- Yes
- No

How many people live in the lead city and other participating towns, cities, or counties?

Please estimate the total population for the lead city plus the jurisdictions listed above, with county totals excluding portions of any participating cities located in the county. In order to be eligible to apply, this total population must be at least 100,000. The lead city does not need to be the most populous.

137,447

Would the Applicant be interested in participating as a test case for the development of an international smart cities certification process?

The Smart Cities Council has begun exploration of a possible smart cities verification and certification process that could greatly benefit from cities willing to test and improve the process. Test cities may be eligible to seek advanced verification or certification.

- Yes
- No

All required fields must be complete before submitting this application. Fields marked with a * must be completed before you move to next page.

Winning cities will need to gather key stakeholders to activate the regional smart cities ecosystem. We are looking for applicants with existing smart cities efforts, long-term stakeholder engagement, and strong leadership support. We also encourage applicants to provide a venue conducive to a breakthrough event.

Has the Applicant completed any smart cities projects in the last 2 years?

This can include projects completed by supporting jurisdictions as well.

KR: Not all projects are smart cities projects. Smart cities projects enhance a city's livability, workability and sustainability. Please **look here for key elements of smart cities projects.**

- Yes
- No

KR: Your city will benefit more from a few projects that truly cut across city departments than dozens of siloed projects. Learn how to **adopt a cross-cutting approach** to make your initiatives more successful.

The Ashley Cooper Stormwater Education Consortium: The Consortium is a public, private and private non-profit venture with Clemson University's Carolina Clear Program. Its goal is to establish a regional stormwater education program in the Charleston metro area. The program has developed outreach materials tailored to homeowners, associations and business owners' needs.

The International African American Museum: The public fundraising phase of this project is now complete. The campaign has now secured $5 million from the State, consultants from the Holocaust Museum, and has secured $12.5 million from the City of Charleston. This was a combined effort by multiple external stakeholders and City Departments (Planning & Preservation, Budget & Finance, and Executive Departments). Digitized models and zoning maps made information sharing with so many parties a possibility, and instilled confidence in investors.

The City of Charleston's Century V Plan: With the help of consultants and City leaders, the project crunched the City's digital records on business permits, public housing occupancy, land acquisition, etc to generate a data-driven plan on how the City should prioritize capital and service investments.

Is the Applicant currently undertaking any smart cities projects?

This can include projects being undertaken by supporting jurisdictions as well.

KR: Please **look here for a definition of smart cities projects.** Not all projects are smart cities projects and not all information and communication projects provide livability, workability and sustainability enhancements.

- Yes
- No

KR: You should take a moment to familiarize yourself with some of the **benefits of smart cities projects.** Being able to connect the benefits of smart cities projects to your key city goals will help you complete this question.

Answering no to this question will eliminate the opportunity to provide additional details worth 5 points out of 100 points total for the application.

The Charleston Resilience Network (CRN) (Project Partner – Year 3). A public, private and academic collaboration between the City, County, utilities, BCD Council of Government, State Department of Health and Environmental Control and the SeaGrant Consortium. This data-driven task force combines hyper-local GIS topography models with the City's historical flood models to generate a more accurate picture on stormwater drainage and sea-level rise. Though the models are still in development, the City has maintained the project momentum by hosting the National Academies and Department of Homeland security on sea-level and flooding recovery exercises.

The City of Charleston Body Worn Camera Initiative (Year 2): The City of Charleston's Police, IT, Courts, and Procescutor's Offices developed and revised policy related to the use of body cameras in criminal proceedings and administrative use. Network studies and competitive contracting devised a cost-effective method of secure wireless upload directly from an officer's camera to an interaperable, secure network. The hardware for uplink sites is underway around the City.

The Charleston Criminal Justice Coordinating Council (CJCC) Safety & Justice Challenge (Project Partner – Year 2): Thanks to the support of the MacAurthor Foundation, the Charleston County Sheriff's Office spearheaded the efforts to renew the area's Justice Coordinating Council and implement data-driven improvements in the local justice system. As a project partner, the City of Charleston Police Department is supplying legacy data to develop triage assessments, integrating criminal record databases with local justice agencies, reducing reoffending, and avoid the use of detention (when appropriate).

Does the Applicant have a smart cities plan or set of policies?

This can include plans and policies undertaken by supporting jurisdictions as well.

KR: A roadmap is a crucial tool for turning your ideas into actions. Learn how to **build an effective roadmap.**

- (•) Yes
- ( ) No

KR: Before submitting your plans, check to see if they include the **five critical elements of effective roadmaps.**

Answering no to this question will eliminate the opportunity to provide additional details worth 5 points out of 100 points total for the application.

-The Illumination Project
-MacFund Safety & Justice Challenge (project partner)
-Charleston Century V Plan
-Sea Level Rise Strategy
-Charleston Green Plan
-Stormwater Management Plan
-Historic Charleston Preservation Plan

Does the Applicant have a dedicated staff position, office, or program area for smart cities?

This can include a dedicated staff position, office, or program area for smart cities for supporting jurisdictions as well.

KR: Smart cities champions are essential for driving projects forward and keeping them on track. Learn the **qualities of a good smart cities champion.**

- ○ Yes
- ◉ No

Please discuss the Applicant's smart cities leadership capacity. [5 Points]

This can include dedicated staff, offices, program areas, or other smart cities leadership capacity for Applicant and supporting jurisdictions as well. (3,000 character limit)

KR: Smart cities leadership capacity is just as important as technology, policy or finance. See how to **build a cross-functional leadership team** that gets cooperation from all city departments.

Mayor John Tecklenburg along with City Council and the Senior Leadership Team sets the strategic direction of the City and is committed to innovation and using data to guide decisions.

Next, the City of Charleston has a phenomenal team of Department leaders. The Chief of Police has advocated for electronic mapping and data-driven policing since joining the City of Charleston over a decade ago. Today, the Police Department's body-worn cameras, in-car cameras, and laptops allow officers to wirelessly collect and transmit data over CJIS-compliant networks. The City's Chief Information Officer has lead the growth and development of the City's IT capabilities and contracts since 2004. He has served as past president of the Municipal Technology Association of SC and was former Chairman of the Lowcountry Municipal Technology Council. The Chief of Police and Chief of Information Technology work closely with the Director of Public Service, a civil engineer who manages the City's $200 million Stormwater drainage improvement projects. The Director of Public Service works closely with IT, GIS, Police and the City's Emergency Manager when preparing, responding, and recovering from natural disasters.

The City also has a Process and Service Improvement Director on staff who facilitates the improvement of municipal services by providing advisory assistance to City officials, fostering an atmosphere for open communication and exchange of ideas, and facilitating development of innovative quality business practices or solutions for organizational improvements.

Additionally, the City can boast of an innovative GIS Division within the IT Department. GIS Director, Tracy McKee, has been a thought-leader in data-driven decision-making. Tracy and her staff have mapped TIFF districts, zoning data, and urban forestry initiatives. They have developed interactive road closure and debris removal tools for the past three natural disasters that Charleston has faced. They also serve as technical advisors to the Police Department's Crime Analysts who use GIS on a weekly basis for hotspot policing. With the support of the Mayor's Office, the GIS Division is reviewing RFP's for a GIS-centric government management system and has recently upgraded to an ESRI Enterprise License.

Key Stakeholders

Please discuss how you are working with key stakeholders on smart cities initiatives in an effective long-term engagement process. How will you ensure key stakeholders attend the event and are ready to work hard? How will this grant activate your regional smart cities ecosystem? [5 Points]

Successful smart cities initiatives are sustained by long-term stakeholder engagement across neighborhoods; local, state, and federal governments; regional and international businesses; NGOs; universities; and labs and standards organizations. (3,000 character limit)

KR: Stakeholder engagement is critical to coordinating and mobilizing a wide range of resources for smart cities. Get help building **stakeholder engagement here.**

Which city leaders will be attending at least two hours of the event? [5 Points]

It is vitally important to involve as many key city decision makers as possible in order to build momentum and emerge with a clear sense of responsibility for key action steps. Check all that apply.

KR: Building effective smart cities visions and roadmaps requires cross-departmental cooperation. There are many **great examples from around the world** that demonstrate the power of connecting across departments and jurisdictions.

- [ ] City Manager's Office
- [ ] Commissioner's Office
- [x] City Councilor's Office
- [ ] Department of Innovation
- [ ] Energy
- [ ] Fire Chief
- [x] Information Technology
- [x] Mayor's Office
- [ ] Planning
- [x] Police Chief
- [ ] Sustainability
- [ ] Transportation

Water/Wastewater

Please list at least one organization representing residents or neighborhoods that you would invite to the event.

It is very helpful in our evaluation to get a sense of the kinds of organizations you will be engaging with to activate the regional smart cities ecosystem. This could include a neighborhood association.

KR: The traditional top-down approach to city planning may result in a city that few people want to live in. A bottom-up approach is typically much more innovative and inclusive. Check out these **tips for hearing the voices of your citizens.**

NAACP -Charleston Chapter

Please list at least one organization representing workers that you would invite to the event.

It is very helpful in our evaluation to get a sense of the kinds of organizations you will be engaging with to activate the regional smart cities ecosystem. This could include a a labor union.

KR: Engaging with people working in the city is vitally important. Learn more from **Montreal's Smart and Digital City Plan.**

ACLU - South Carolina

Please list at least one organization representing tourists that you would invite to the event. This could include a tourism board.

It is very helpful in our evaluation to get a sense of the kinds of organizations you will be engaging with to activate the regional smart cities ecosystem.

KR: Public meetings are rarely the best way to gather feedback. Learn why it's important to provide **multiple opportunities to give feedback** through a variety of communications channels that give citizens a choice in how they interact.

City of Charleston Tourism Commission

Please list at least one organization representing disadvantaged citizens that you would invite to the event.

It is very helpful in our evaluation to get a sense of the kinds of organizations you will be engaging with to activate the regional smart cities ecosystem. This could include advocacy groups for low-income, disabled, or homeless citizens.

KR: People in low-income neighborhoods are typically left out of bottom-up planning. When people are left out of the discussion and the solution, they are deprived of the infrastructure and resources they need to succeed. Learn what steps you can take to **ensure all voices are heard.**

Eastside Development Corporation

Please list at least one organization representing businesses that you would invite to the event.

It is very helpful in our evaluation to get a sense of the kinds of organizations you will be engaging with to activate the regional smart cities ecosystem. This could include a chamber of commerce or business improvement district.

KR: Making progress typically begins by building consensus. Read this case study to see how progress can be made quickly when everyone from citizens to businesses are **active participants in discussions.**

Charleston Regional Development Alliance

Please list at least one academic institution that you would invite to the event.

It is very helpful in our evaluation to get a sense of the kinds of organizations you will be engaging with to activate the regional smart cities ecosystem.

KR: Engaging regional universities can strengthen and sustain smart cities initiatives. There are good lessons from the MetroLab Network.

College of Charleston

Please list at least one utility that you would invite to the event.

It is very helpful in our evaluation to get a sense of the kinds of organizations you will be engaging with to activate the regional smart cities ecosystem.

KR: Utilities have a key role to play in advancing smart cities. Applicants can find out more about engaging utilities effectively here.

South Carolina Electric & Gas (SCE & G)

Please list at least one state or federal agency that you would invite to the event.

It is very helpful in our evaluation to get a sense of the kinds of organizations you will be engaging with to activate the regional smart cities ecosystem. It is critical to involve multiple levels of government in regional smart cities efforts.

KR: Building effective smart cities requires effective linkages across different levels of government, and important resources are available from state and federal government. Find out more about the federal government commitment to smart cities here.

ent of Homeland Security - Office of Community Partnerships

Is the Applicant prepared to pay for the cost of venue rental, food, audio-visual, and all other direct event expenses?

Applicants will need to bear the cost of venue rental, food, audio-visual support, and all other direct event expenses.

- Yes
- No

Please identify characteristics of the venue to be provided that will support an effective workshop. [5 points]

The venue should include space for all attendees in plenary along with four breakout rooms. Applicants that can provide venues particularly suited to a smart cities workshop will score well on this question (e.g. vibrant location, advanced A/V facilities, use for charrettes or innovation labs.) (1,500 character limit)

The Smart Cities Council Workshop will likely be held at the Gaillard Center, a public-private multiuse facility that opened in 2015. The Gaillard Center is at the heart of the Charleston peninsula and is home to the GIS Division and IT Department, the Municipal Emergency Center, the Process and Service Improvement Office, and the Department of Public Services.

The City of Charleston's municipal space at the Gaillard Center features a separate conference area with break-out rooms and A/V equipment built into each room. Most recently, the City utilized this space to host the Department of Justice's Regional Body-Worn Camera Conference.

You will need a letter from the Mayor's Office or City Manager's Office demonstrating support. This letter must be uploaded at the end of the application prior to certifying completion. You can download a sample letter of support by clicking here. (Word Doc)

All required fields must be complete before submitting this application. Fields marked with a * must be completed before you move to next page.

The **Smart Cities Readiness Guide** provides a detailed framework for assessing smart cities readiness across key universal targets. Please provide a city-wide assessment across these targets. This will help us understand some of your specific challenges and opportunities.

Instrumentation. How would the Applicant characterize implementation progress for optimal instrumentation?

The Readiness Program will be tailored to the Applicant's current maturity level, and points are not awarded for any particular answer.

KR: Instrumentation is the bedrock of smart cities. It provides the key source of data that allows a city to make informed decisions on how to reduce costs and allocate funding. Learn what it means to have **optimal instrumentation and control.**

- ○ Complete
- ○ Over 50%
- ● Partial
- ○ None

Connectivity. How would the Applicant characterize implementation progress for connectivity?

The Readiness Program will be tailored to the Applicant's current maturity level, and points are not awarded for any particular answer.

KR: Once instruments are generating information, they need to be connected so they can communicate to provide data, as well as be able to receive orders. Learn how to **connect devices with citywide, multi-service capability.**

- ○ Complete
- ● Over 50%
- ○ Partial
- ○ None

Interoperability. How would the Applicant characterize implementation progress for adhering to open standards?

The Readiness Program will be tailored to the Applicant's current maturity level, and points are not awarded for any particular answer.

KR: Systems that are loosely coupled don't have components that are dependent on each other, making it easier to swap them in and out. See how **open integration architecture** provide scalability and modernization benefits.

- ○ Complete
- ○ Over 50%
- ● Partial

None

Interoperability. How would the Applicant characterize implementation progress for using open integration architecture?

The Readiness Program will be tailored to the Applicant's current maturity level, and points are not awarded for any particular answer.

KR: Systems that are loosely coupled don't have components that are dependent on each other, making it easier to swap them in and out. See how **open integration architecture** provide scalability and modernization benefits.

Complete

Over 50%

Partial

None

Interoperability. How would the Applicant characterize implementation progress for prioritizing use of legacy investments?

The Readiness Program will be tailored to the Applicant's current maturity level, and points are not awarded for any particular answer.

KR: No city can afford to rip out its current infrastructure and replace everything from scratch. Priority must go to making the most of existing investments. Learn how to get the most from **retrofitting legacy investments** with sensors and communications.

Complete

Over 50%

Partial

None

Security & Privacy. How would the Applicant characterize implementation progress for publishing privacy rules?

The Readiness Program will be tailored to the Applicant's current maturity level, and points are not awarded for any particular answer.

KR: Make it a priority to produce clear privacy policies that are easily accessible. Learn how **effective privacy rules** to balance residents' desire for privacy and control with the city's ability to gain access to data to provide better services.

Complete

Over 50%

Partial

- ○ None

Security & Privacy. How would the Applicant characterize implementation progress for creating a cybersecurity framework?

The Readiness Program will be tailored to the Applicant's current maturity level, and points are not awarded for any particular answer.

KR: A smart city's security policy and risk management framework must be comprehensive, encompassing the cybersecurity as well as the physical security of all assets — from massive infrastructure to tiny mobile devices. Learn how to **create a cybersecurity framework.**

- ◉ Complete
- ○ Over 50%
- ○ Partial
- ○ None

Data Management. How would the Applicant characterize implementation progress for creating a citywide data policy?

The Readiness Program will be tailored to the Applicant's current maturity level, and points are not awarded for any particular answer.

KR: The streams of data that smart cities collect create enormous opportunities, but also require special handling. Smart cities treat public data as a citywide asset. That data needs to be accessible to other systems and stakeholders. Citizens, of course, will expect full access to their own data. Learn how to **create a citywide data policy** that meets all needs.

- ◉ Complete
- ○ Over 50%
- ○ Partial
- ○ None

Computing Resources. How would the Applicant characterize implementation progress for considering a cloud computing framework?

The Readiness Program will be tailored to the Applicant's current maturity level, and points are not awarded for any particular answer.

KR: There are many ways to deploy computing resources, but most cities should **consider cloud computing first.** It is the computing framework best equipped to deliver efficiency and optimization. Applications and services reside in the cloud, where they are accessible from any device.

- ◉ Complete
- ○ Over 50%

- Partial
- None

Computing Resources. How would the Applicant characterize implementation progress for using an open innovation platform?

The Readiness Program will be tailored to the Applicant's current maturity level, and points are not awarded for any particular answer.

KR: Today's Open Data movement represents one of the most powerful opportunities cities have to connect with citizens in meaningful, life-impacting ways. Keep in mind that Open Data doesn't work well unless it is discoverable, assessable and usable through open data encodings and open software interfaces. Learn how to **use an open innovation platform.**

- Complete
- Over 50%
- Partial
- None

Computing Resources. How would the Applicant characterize implementation progress for having access to a central GIS system?

The Readiness Program will be tailored to the Applicant's current maturity level, and points are not awarded for any particular answer.

KR: Learn what **comprehensive device management** entails and why you need it.

- Complete
- Over 50%
- Partial
- None

Computing Resources. How would the Applicant characterize implementation progress for having access to comprehensive device management?

The Readiness Program will be tailored to the Applicant's current maturity level, and points are not awarded for any particular answer.

KR: Learn what **comprehensive device management** entails and why you need it.

- Complete
- Over 50%
- Partial
- None

Analytics. How would the Applicant characterize implementation progress for achieving full situational awareness?

The Readiness Program will be tailored to the Applicant's current maturity level, and points are not awarded for any particular answer.

KR: Situational awareness can be delivered in many ways, from dashboards to mobile alerts. The ideal delivery method depends on the unique circumstances of your city. Learn how to **achieve full situational awareness.**

- ○ Complete
- ● Over 50%
- ○ Partial
- ○ None

Analytics. How would the Applicant characterize implementation progress for achieving operational optimization?

The Readiness Program will be tailored to the Applicant's current maturity level, and points are not awarded for any particular answer.

KR: Smart cities combine data from sensors and subsystems with computing power to determine the best path forward. Today, infrastructure and system optimization – if it occurs at all – happens without the ability to truly see the big picture. But in the smart city of tomorrow, optimization will have data from many sensors and subsystems plus the computer power to analyze all of that input to find the best path forward. Learn how to build a plan to **achieve operational optimization.**

- ○ Complete
- ○ Over 50%
- ● Partial
- ○ None

Analytics. How would the Applicant characterize implementation progress for achieving asset optimization?

The Readiness Program will be tailored to the Applicant's current maturity level, and points are not awarded for any particular answer.

KR: Smart cities gain the maximum lifetime value from all of their assets by applying advanced analytics to the data gathered from their instrumentation. In other words, city assets – roads, power poles, transformers, pumps and so on – are equipped with sensors and instrumentation that report their condition. Then asset management systems can analyze that data to optimize asset performance and maximize their lifetime value. Learn how to **achieve asset optimization.**

- ○ Complete
- ● Over 50%

- ○ Partial
- ○ None

Analytics. How would the Applicant characterize implementation progress for pursuing predictive analytics?

The Readiness Program will be tailored to the Applicant's current maturity level, and points are not awarded for any particular answer.

KR: Through predictive analytics cities can get a glimpse of what's going to happen next – from where crime is most likely to occur to where streetlights are going to fail to where traffic congestion will stall the morning commute. With predictive analytics you can uncover patterns and associations you might not discover as quickly otherwise. Learn how to **pursue predictive analytics.**

- ○ Complete
- ◉ Over 50%
- ○ Partial
- ○ None

All required fields must be complete before submitting this application. Fields marked with a * must be completed before you move to next page.

Sectors

Applicants need to choose exactly three sectors out of Built Environment, Energy, Telecommunications, Transportation, Water and Wastewater, Waste Management, Health and Human Services, Public Safety, Smart Payments and Finance, and Other. Each sector is worth 20 points, for a total of 60 points available from the three sectors.

PLEASE NOTE: Unchecking a box after you have completed that section will erase all data you have entered for that section.

Please pick three Sectors

- [ ] Built Environment
- [ ] Energy
- [ ] Telecommunications
- [x] Transportation
- [ ] Water and Wastewater
- [ ] Waste Management
- [ ] Health and Human Services
- [x] Public Safety
- [x] Smart Payments and Finance
- [ ] Other City Responsibility Area

The questions for the three sectors that you have selected in the boxes above will be shown below. You will see each sector has a clickable orange header for each sector you have selected. You can click on the header to expand and colapse the list of questions for each sector to make it easier to focus on each of the sections. **Please make sure you answer all questions in each section.**

Transportation

Transportation is a key city responsibility area currently undergoing rapid disruption from trends like electric vehicles, shared fleets, and autonomous vehicles.

KR: Transportation networks in cities around the world struggle with serious problems, like congestion. By 2030, congestion could rob the U.S. economy of $186 billion each year. Learn how **how ICT can help.**

What is the Applicant's biggest challenge around transportation? [5 Points]

Applicants should be able to briefly and clearly discuss the current pain points and challenges around transportation. (1,500 character limit)

KR: Transportation is a key city responsibility area currently undergoing rapid disruption from trends like electric vehicles, shared fleets, and autonomous vehicles. In order to successfully address the application of smart cities technologies to transportation, **look here.**

The biggest challenge around transportation in Charleston is frequent roadway flooding and blockage. When this challenge is combined with rapid population growth, the average commute can become a Sisyphean task. The City's transportation infrastructure is comprised of a network of peninsulas, barrier islands, solid ground and filled land. It is connected by outdated networks of bridges and roads built over former creeks and drainage points. The roadways are owned and managed by a variety of state, federal and local entities. The network was designed for personal motor vehicles, with few sidewalks, bike lanes or bus lanes. The City's mass transportation system, CARTA, is a separately-managed bus line.

There are 2 major factors that deepen the challenge of an aging transportation environment: population growth and flooding. Population growth has severely affected Charleston's roadway capacity. According to the City's Century V Plan, traffic has increased up to 281% in the past decade on vital access roads to the downtown MUSC, Roper, and VA hospital complexes. Charleston is a small municipality that supports jobs for residents in the TriCounty area (Berkeley-Charleston-Dorchester). It is 1 of 3 fastest growing metropolitan areas on the East coast. The region has seen a 48% increase in Millennials and gains about 43 citizens daily. The current transportation environment simply cannot keep up. Secondly, flooding is a serious impediment to the already limited roadways. At its lowest point, Charleston lies at elevation 4ft MSL (mean sea level) and has witnessed the onset of sea level rise (SLR) and king (perigean) tides. The City expects a total of 38 astronomical high tides in 2016. The subsequent congestion from flooded roadways is so frequent and costly that the Police Department implemented a phase road closure plan that is employed about 2x month. Less severe rainfall flooding closes access to Medical University of South Carolina (MUSC), Roper and the VA hospitals and typically 2 fire stations, 2x or more each year.

How will the Applicant deploy smart technologies to accelerate the livability, workability, sustainability and resilience of Applicant's transportation systems? [10 points]

Applicants need to demonstrate approaches to deploying smart technologies to transportation that support their existing plans and strategies around transportation.(3,000 character limit)

KR: This should include explicitly addressing **livability** (e.g. quality of life, autonomous vehicles, citizen engagement), **workability** (economic competitiveness), **sustainability** (e.g. high levels of carbon reduction, electric vehicles, shared fleets), and resilience (e.g. increasing ability to respond to short-term shocks and long-term transformation.)

In 2014, the City of Charleston GIS department developed a mapping tool for citizens and first responders to reference for construction lane closures [See attachment: City Road Closures Tool]. Later, it became a platform to display road closures for major flooding events, e.g. when storms and king tides coincide. This publically-available tool has been invaluable for media outlets who publicize closures to the public, public safety officers (Fire and Police), and medical personnel who must navigate and barricade the flooded and jammed roadways. It is also integrated with Charleston County Consolidated Dispatch Center through Alastar. The City proposes expanding the computing resources of the Road Closures Tool on the City of Charleston Open Data Dashboard.

Below are the links to view the application:
http://gis.charleston-sc.gov/road-closures/
http://gis.charleston-sc.gov/road-closures/map.html

The Road Closures Tool was proved particularly useful during the 2015 Flood disaster period and prompted the discussion for a larger Flood Detection and Alert System for the area [See attachment: October 2015 Flooding Hotspots]. By combining the road closures application with flood sensors and flood monitoring cameras, the City of Charleston would be able to show clear or flooded roadways for every event, big and small, conveniently on the Open Data Dashboard.

Automation of the Road Closures Tool on the Dashboard would require historical spatial flood data, flood cameras, and flood sensors. Many of these instruments are owned or being leveraged for purchase. It would be flexible in several ways. First, the Police Department's existing cameras would allow the City to remotely monitor frequently flooded intersections. Presently, police officers deploy to physically monitor and report on flooded roadways. An automated tool would instead free officers to leave inundated intersections and begin rerouting traffic. Secondly, the flood sensor/flashing signage would detect rising water in variable areas of the city where flooding is temporarily expected to worsen, e.g. near blocked culverts [See attachment: Flood Sensor Sample]. The sensors could then add interactive points to the Road Closures Tool (for networked data). Finally, the Road Closures Tool would be converted into an open standard data format that would be recognized by commercial traffic applications such as WAZE and Google Traffic. This system would support public safety officer deployments while allowing citizens and commercial transport to effectively navigate flooding. In sum, expansion of the Road Closures Tool on the Dashboard would increase the livability and workability of local roadways by mitigating congestion. It would be easy to maintain and would act as an excellent resiliency tool during hurricanes and tropical storms.

How will the Applicant deploy smart technologies in transportation in a way that helps vulnerable or marginalized people or neighborhoods? [5 points]

Smart technologies should help enhance social equity, close the digital divide, and provide a more inclusive city. (3,000 character limit)

KR: A smart city is also a "compassionate city." Get ideas and suggestions for making your city more compassionate.

The City of Charleston would reach out to representatives of the city's vulnerable and marginalized groups in several ways. First, it would include a variety of special interest stakeholders in its Smart Cities Council workshop. Secondly, it would disseminate the final product on a variety of media platforms. For example, the Dashboard would be presented on local news networks which are popular among Charleston's elderly population. The press would be invited to an exclusive event to learn and interact with the dashboard for reports in the local newspapers. Finally, links to the Dashboard and its presentations would be posted on the City's social media platforms, the Illumination Project, and cross-pointed by the Smart City Council Challenge workshop participants. This would reach young audiences that follow the City of Charleston or minority-interest groups on Facebook and Twitter. This array of outreach would be replicated whenever a new module of the Dashboard (e.g. Stormwater, Transportation, etc.), comes online.

The Road Closures Tool on the Open Data Dashboard would assist public safety members when driving to, or evacuating from, flooded areas. Furthermore, flooding inhibits access to the City's vulnerable populations. Despite its resort-like reputation, 10% of Charleston's population lives in flood-prone subsidized housing. In addition, an estimated 40% of the City's elderly and disabled would require direct evacuation assistance. Therefore, roadway blockage from flooding, however moderate, generates a loss of critical medical functions and access to those who need it most.

This group of questions allows the Applicant to assess its own state of progress around the 7 key technology enablers for transportation. The Readiness Program will be tailored to the Applicant's current maturity level, and points are not awarded for any particular answer.

How would the Applicant characterize implementation progress for these items in Transportation:

Instrumentation & Control

KR: Deploying the right devices in the right places — covering all modes of transport — provides the data smart cities use to analyze traffic in real time. In some cases, optimal instrumentation may mean a smart device for every vehicle, for instance, a GPS tracker for every bus. In other cases it may mean a smart device every so often. Get tips for building the **instrumention and control** you need.

Complete

- ○ Over 50%
- ◉ Partial
- ○ None

Connectivity

KR: It's not enough to embed smart devices throughout a transportation network. The data the devices gather needs to be channeled through a citywide communications system so it can be analyzed and acted upon. Learn more about building the **connectivity** you need.

- ○ Complete
- ○ Over 50%
- ◉ Partial
- ○ None

Interoperability

KR: As cities add intelligence to their transportation network, it makes sense to use existing equipment and systems whenever possible to avoid unnecessary spending and stranding assets. One goal of a smart transportation system is to encourage people to use it, so making it incredibly convenient will be a big factor. Learn how **interoperability** plays a crucial role and the steps you can take to develop it.

- ○ Complete
- ○ Over 50%
- ◉ Partial
- ○ None

Security & Privacy

KR: The security and privacy concerns that apply to other city infrastructures are equally important in the realm of public transportation. Smart transportation systems collect all manner of data that could make them vulnerable to cyber attack – from smart card payment information to ridership details. Having strong cybersecurity measures in place will help ward off trouble. Learn how to ensure **security and privacy**.

- ○ Complete
- ○ Over 50%

- ○ Partial
- ● None

Data Management

KR: With smart sensors, smart payment systems, GPS and all the other intelligent devices that are gathering data as part of a smart transportation system, the city and its residents are all better off when there's a plan for managing it. Follow these **data management** suggestions.

- ○ Complete
- ○ Over 50%
- ● Partial
- ○ None

Computing Resources

KR: Transportation systems involve a lot of data, a lot of logistics and a lot of detail that ICT can help cities get under control. A lot of cities are seeing amazing results with open innovation platforms that empower developers to create apps that city residents can use. Study these **computing resources** best practices for ideas.

- ○ Complete
- ○ Over 50%
- ● Partial
- ○ None

Analytics

KR: When it comes to optimizing transportation operations, the goal is to make sure the optimization takes place across all modes, in or near real time depending on circumstances. Improved mobility is important to residents, of course, but is also critical for businesses that move people or goods around a city. Learn how to leverage **analytics**.

- ○ Complete
- ○ Over 50%
- ● Partial
- ○ None

Smart Payments & Finance

Waste management is a key city responsibility area including recycling and design for a circular economy.

KR: Waste management is a key city responsibility area including recycling and design for a circular economy. For more on the application of smart cities technologies to waste management, **look here.**

What is the Applicant's biggest challenge around smart payments & finance? [5 Points]

Applicants should be able to briefly and clearly discuss the current pain points and challenges around smart payments & finance. (1,500 character limit)

KR: Waste management is a key city responsibility area and includes recycling and design for a circular economy. **Look here** to learn how to apply smart cities technologies to waste management.

The City of Charleston allocates resources to municipal programs and services through its budget. The budgeting process is one of the most important and challenging activities undertaken by our organization. It serves as a statement of the city's policies and goals, documents the city's financial plan, and provides operational guidelines. It highlights our focus on preserving and enhancing the quality of life of the citizens of Charleston through a balanced budget with the following emphasis:

- Strengthening our Police and Fire Departments.
- Continuing priority funding of core Municipal services.
- Maintaining strong funding for City sponsored infrastructure improvements.
- Continuing our efforts to be an employer of choice.

The primary challenge related to smart payments and finance is financial transparency. Our budget communicates how resources will be allocated and what measures will be used to evaluate progress. It highlights where revenues come from and how they are distributed in the organization. It is essential for the City of Charleston to ensure public trust by establishing a system of financial transparency. It will promote accountability and provide citizens access to information on the city's allocation of resources and expenditures.

How will the Applicant deploy smart technologies to accelerate the livability, workability, sustainability and resilience of Applicant's smart payments & financial systems? [10 points]

Applicants need to demonstrate approaches to deploying smart technologies to smart payments & finance that support their existing plans and strategies around finance (3,000 character limit)

KR: This should include explicitly addressing **livability** (e.g. quality of life, ease of accessing services, citizen engagement), **workability** (economic competitiveness), **sustainability** (e.g. high levels of carbon reduction, increased recycling levels, design for a circular economy where products are designed to be disassembled and materials returned to industrial cycles), and resilience (e.g. increasing ability to respond to short-term shocks and long-term transformation.)

The City of Charleston currently has a Transparency Website located at http://charleston-sc.gov/transparency. It provides links to the Budgets, City Council Videos, Comprehensive Annual Financial Reports, Budget to Actual Reports, Employee Salaries, and Spending Transparency Reports. We want to improve how we communicate this information and deliver a more efficient and transparent government to our citizens.

The city wants to implement an online Financial Transparency Dashboard. It will provide internal and external stakeholders quick and easy access financial information. The solution will include an external financial reporting tool that allows the city to post revenue and expenditure data. It will have a graphical, user-friendly web interface where citizens can drill down to locate additional information. It will also allow citizens to access financial data sets.

The City of Charleston's financial data is collected in SunGard Public Sector's ONESolution Finance Suite. The city will partner with a vendor to identify key data sets captured in ONESolution and determine the best methods for communicating this data. Ideally the system will be automated and not require substantial staff time to update. City staff will have the ability to easily create and share reports with citizens and city officials. We also want the capability to map projects to highlight capital projects, location trends, and other geospatial related data.

How will the Applicant deploy smart payments & finance in a way that helps vulnerable or marginalized people or neighborhoods? [5 points]

Smart technologies should help enhance social equity, close the digital divide, and provide a more inclusive city. (3,000 character limit)

KR: A smart city is also a "compassionate city". Applicants can find important resources to answer this question here.

The City of Charleston's financial transparency solution will engage all citizens that live within our jurisdiction's boundaries. The solution will include mobile-friendly charts and tables that allow the city to communicate with citizens wherever they are with a few clicks on their mobile devices. The solution will provide user-friendly reporting tools to provide immediate answers to questions and allow citizens to be aware of the outcomes the city has achieved. The system will foster an environment of openness which will strengthen our democracy and promote efficiency and effectiveness in our operations.

Once the Financial Transparency Dashboard is implemented the City of Charleston will reach out to representatives of the city's vulnerable and marginalized groups in several ways. First, we will include a variety of special interest stakeholders in its Smart Cities Council workshop. Secondly, we will create a marketing campaign to disseminate the Financial Transparency Dashboard on a variety of media platforms. Links to the dashboard will be posted on the City's social media platforms and communicated to the Smart City Council Challenge workshop participants. This will reach young audiences that follow the City of Charleston and minority-interest groups on Facebook and Twitter. This array of outreach will be replicated whenever a new module of the Dashboard comes online.

This group of questions allows the Applicant to assess its own state of progress around the 7 key technology enablers for smart payments & finance. The Readiness Program will be tailored to the Applicant's current maturity level, and points are not awarded for any particular answer.

How would the Applicant characterize implementation progress for these items in Smart Payments & Finance:

Instrumentation & Control

KR: New types of instrumentation are gaining traction in smart payments & finance. Follow the **Instrumention & Control** link for more information.

- Complete
- Over 50%

- Partial
- None

Connectivity

KR: Data collected by smart payments & finance requires transmission to servers or web services for storage, viewing, monitoring and analysis. Learn why communications are essential in new smart payments & finance technologies and **how to connect devices** for citywide, multi-service communications.

- Complete
- Over 50%
- Partial
- None

Interoperability

KR: Interoperability is an important technology enabler for smart payments & finance. Follow the **Interoperability** link for more information.

- Complete
- Over 50%
- Partial
- None

Security & Privacy

KR: Security and privacy is an important technology enabler for smart payments & finance. Follow the **Security & Privacy** link for more information.

- Complete
- Over 50%
- Partial
- None

Data Management

KR: Data management is an important technology enabler for smart payments & finance. Follow the **Data Management** link for more information.

- Complete
- Over 50%
- Partial
- None

Computing Resources

KR: Smart payments & finance solutions may require that cities expand their in-house computing capabilities. Learn how **solution vendors may also help** authorities connect to their applications via web services or APIs, eliminating the necessity of onsite IT deployments.

- Complete
- Over 50%
- Partial
- None

Analytics

KR: With the expanded use of RFID tags, sensors and GPS data, cities now have the opportunity to apply data analytics for optimizing smart payments & finance. Follow the **Analytics** link for more information.

- Complete
- Over 50%
- Partial
- None

Public Safety

Public Safety is a key city responsibility area including policing and emergency response.

KR: Public Safety is a key city responsibility area including policing and emergency response. For more on the application of smart cities technologies to public safety, **look here.**

What is the Applicant's biggest challenge around public safety? [5 Points]

Applicants should be able to briefly and clearly discuss the current pain points and challenges around public safety. (1,500 character limit)

KR: To prepare for this question, you will want to learn the **four ways data and intelligence improve public safety** in smart cities.

The biggest challenge around public safety is public perception. In 2015, the City of Charleston witnessed the Mother Emanuel AME Church Massacre where an alleged white supremacist claimed the lives of nine black members. Months before, the neighboring jurisdiction faced the tragic shooting of Walter Scott by an officer. Nationwide, riots erupted in response to various officer-involved shootings. In short, the policing profession is facing a crisis of legitimacy with American minorities. The tension negatively affects officer recruitment, officer morale, community participation in investigations, and public cooperation in crime prevention and outreach. The City of Charleston Police Department (CPD) is the largest municipal police force in South Carolina and, with the use of smart technologies, has steadily reduced crime over the past 10 years. Despite its mission success, the CPD saw the need to address the abstruse topic of public trust. Through the Illumination Project, the CPD conducted focus groups with over 800 citizens. The report (attached) found that one way to strengthen relationships would be to enhance transparency of police performance.

How will the Applicant deploy smart technologies to accelerate the livability, workability, sustainability and resilience of Applicant's public safety? [10 points]

Applicants need to demonstrate approaches to deploying smart technologies to public safety that support their existing plans and strategies around public safety. (3,000 character limit)

KR: This should include explicitly addressing **livability** (e.g. quality of life, ease of accessing services, citizen engagement), **workability** (economic competitiveness), **sustainability** (e.g. high levels of carbon reduction, air quality), and resilience (e.g. increasing ability to respond to short-term shocks and long-term transformation.)

In the months following the publication of the Illumination Project, the City of Charleston's GIS, Process and Service Improvement Division, and Police Department joined the White House Police Data Initiative and initiated the City of Charleston Open Data Dashboard ("The Dashboard") project. The preliminary work can be seen here: http://gis.charleston-sc.gov/dataportal. With the Smart Cities Council support, this multidisciplinary team would expand the project to finalize the Public Safety/Police Data modules.

The Police Department collects vast amounts of data of raw data from several servers. The data would be communicated to GIS to load into the ESRI environment. Already, Police and GIS analysts have transferred legacy CAD data to form the baseline data sets. This data was analyzed according to the public's common questions, e.g. "What is the level of crime in my neighborhood?" "What is the average ethnicity of citizen citations?" etc. The project members realized additional data feeds were required and have confirmed that the data is communicable. To insure that the data is understood by a variety of audiences, the City will present the data in the form of infographics and interactive maps. To perfect the Open Data Dashboard, the City will automate the data feeds and graphics. This way, citizens can access updated records on at least a weekly basis. It is not a new idea; the City of Atlanta, GA Police Department has a similar platform (See: http://opendata.atlantapd.org/). The City of Charleston's vision is similar but, will include more graphics and interactive features.

In conclusion, the City of Charleston Open Data Dashboard will enable community and business members to quickly predict where and what type of crime is most likely to occur, assess the performance of policing efforts, and feel confident in the procedural justice of the municipal police.

How will the Applicant deploy smart technologies in the public safety area in a way that helps vulnerable or marginalized people or neighborhoods? [5 points]

Applicants need to demonstrate their commitment to smart technologies that help create compassionate cities. Smart technologies should help enhance social equity, close the digital divide, and provide a more inclusive city. (3,000 character limit)

KR: A smart city is also a "compassionate city". Applicants can find important resources to answer this question here.

The City of Charleston would reach out to representatives of the city's vulnerable and marginalized groups in several ways. First, it would include a variety of special interest stakeholders in its Smart Cities Council workshop. Secondly, it would disseminate the final product on a variety of media platforms. For example, the Dashboard would be presented on local news networks which are popular among Charleston's elderly population. The press would be invited to an exclusive event to learn and interact with the dashboard for reports in the local newspapers. Finally, links to the Dashboard and its presentations would be posted on the City's social media platforms, the Illumination Project, and cross-pointed by the Smart City Council Challenge workshop participants. This would reach young audiences that follow the City of Charleston or minority-interest groups on Facebook and Twitter. This array of outreach would be replicated whenever a new module of the Dashboard (e.g. Stormwater, Transportation, etc.), comes online.

Most importantly, the Open Data Dashboard would include information about vulnerable and marginalized people and neighborhoods. In the Police Data Module, the project team determined that it is possible to filter and analyze Police CAD data down to the neighborhood level and police team level. By adding this filtering option to the Module, external stakeholder would be able to quickly and easily review which neighborhoods are most at-risk and why. Additionally, the Police Data Module in the Open Data Dashboard would pull "field contacts" from the Police Department's database. Each contact record includes the neighborhood, police team, and demographic information. By communicating contact rates by demographic, the Police Department hopes to generate confidence and mutual understanding with the citizens it serves.

This group of questions allows the Applicant to assess its own state of progress around the 7 key technology enablers for public safety. The Readiness Program will be tailored to the Applicant's current maturity level, and points are not awarded for any particular answer.

How would the Applicant characterize implementation progress for these items in Public Safety:

Instrumentation & Control

KR: In a smart city, first responders use and obtain data in the field, and therefore they must have a two-way relationship with command centers. This two-way relationship requires devices that can display information in useful ways, and devices such as video feeds that can transmit data to storage. Follow the **Instrumention & Control** link for more information.

- ○ Complete
- ● Over 50%
- ○ Partial
- ○ None

Connectivity

KR: To be effective – and that's what a smart city wants in its public safety system – two-way communication is essential. Learn why a **citywide communications system** that loops in all the personnel, smart devices, databases and ICT systems that have a role in public safety is essential too.

- ● Complete
- ○ Over 50%
- ○ Partial

- ○ None

Interoperability

KR: Interoperability is key in smart public safety because it opens up the world of data and helps generate integrated intelligence. Additionally, by requiring open standards in the procurement of public safety systems and equipment, cities increase the choices available to them and decrease costs. Follow the **Interoperability** link for more information.

- ○ Complete
- ◉ Over 50%
- ○ Partial
- ○ None

Security & Privacy

KR: By its nature, there is the potential for privacy red flags in much of the day-to-day work that public safety is responsible for. Learn why it is so important to address the legal, privacy and ownership issues with a **comprehensive privacy policy** in place.

- ◉ Complete
- ○ Over 50%
- ○ Partial
- ○ None

Data Management

KR: Data management policies make it clear what city departments can and can't do with the data they collect. This alleviates confusion, improves data accuracy, eliminates unnecessary duplication and reduces the likelihood of privacy or security breaches. Follow the **Data Management** link for more information.

- ◉ Complete
- ○ Over 50%
- ○ Partial
- ○ None

Computing Resources

KR: Public safety's focus on location and on being able to act decisively in time-sensitive situations

makes GIS critically important. Learn how GIS can improve **decision-making capabilities**, enable efficiency gains through more intelligent scheduling and routing, improve accuracy of essential records and boost key asset resiliency.

- ○ Complete
- ○ Over 50%
- ● Partial
- ○ None

Analytics

KR: Full situational awareness allows cities to allocate their resources more efficiently for incident response and management. And they can simulate, for example, a potential natural disaster and take steps to mitigate some of the likely devastation before the disaster occurs. Follow the **Analytics** link for more information.

- ○ Complete
- ● Over 50%
- ○ Partial
- ○ None

All required fields must be complete before completing this application. Fields marked with a * must be completed before you move to next page.

Conclusion

Can you confirm that Applicant has read and agrees to the privacy policy presented here for this application?

From time to time, the Council works with outside experts with deep knowledge of particular issues and technologies. In order to provide you with custom advisory services that truly meets your needs, we may share limited information about your priorities and work-to-date with such third parties to maximize the effectiveness of our assistance toward your specific goals.

- Yes, I agree.

Please upload a letter from the Mayor's Office or City Manager's Office demonstrating support. [5 points]

This letter should demonstrate significant support and tie to other Applicant initiatives and activities. It should also discuss how the results of the Workshop will inform ongoing smart cities planning and budgeting.

You can download a sample letter of support by **clicking here**. (Word Doc)

Files must be less than **32 MB**.

Allowed file types: **pdf doc docx**.

Upload 0

Can you confirm that Applicant agrees to have the Readiness Event adhere to the core principles of the Smart Cities Council?

The Readiness Event will be informed by the Smart Cities Council Readiness Guide and its principles of livability, workability, and sustainability. The Council is also committed to enhancing resiliency and supporting inclusive, compassionate cities.

- Yes - We will adhere to the core principles of the Smart Cities Council.

Can you certify that the Application is complete in all respects and ready for submission?

Yes must be selected for the application to be formally submitted with no possibility of making changes. Please submit several days before the deadline if possible to avoid any technical issues with submitting. Submitting your form with the button below is no different than putting your form in an envelope, putting a stamp on it, sealing the flap and putting it in the mailbox. There is no way to get it back out. Please ensure that you've completed the application before submitting.

- Yes - The Application is complete in all respects and ready for submission.

Are you authorized to submit this application on behalf of the Applicant city?

- Yes - I am authorized to submit this application.

If you are not ready to submit this application you can press [Save Draft]. Then you can come back at anytime and update this application before the deadline of December 31, 2016 @ 11:59PM Eastern Time. You application is not submitted for consideration until you press the [SUBMIT] button located on this page.

COMMITTEE / COUNCIL AGENDA

(e.)

TO: John Tecklenburg, Mayor

FROM: Amy Wharton **DEPT.** BFRC

SUBJECT: SC PALMETTO PRIDE GRANT PROGRAM

REQUEST: To accept the Palmetto Pride – Keep South Carolina Beautiful Grant in the amount of $8,400 for the litter prevention education program and the volunteer cleanup supplies

COMMITTEE OF COUNCIL: W&M **DATE:** December 20, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	h			✓
Cap. Proj. Cmte. Chair				
Deputy Director of Parks	X		12/6/16	
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 ☒

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.

PalmettoPride

[illegible]

November 30, 2016

Jamie Gillette
Keep Charleston Beautiful
823 Meeting Street
Charleston, SC 29403

Dear Mrs. Gillette:

Thank you for submitting a grant proposal to PalmettoPride. We are pleased to announce that Keep Charleston Beautiful has been selected to receive a Keep South Carolina Beautiful Grant in the amount of $8,400.00.

Please find enclosed the PalmettoPride Grant Guidelines. You will need to fill out the attached Guidelines Acknowledgement page. Please faxed the signed documents to (803) 758-6032. Maintain original documents in your files. **You will not receive your grant check until I receive this signed page.** If you have any questions, please contact me toll-free at (877) 725-7733.

Again, congratulations on your award. Your beautification efforts make a difference in your community and benefit all of South Carolina. We applaud your organization and look forward to working with you through this grant.

Sincerely,

Sheryl Jenkins
Grants Coordinator

Enclosure

Litter Trashes Everyone.
Don't Do It.

KEEP SOUTH CAROLINA BEAUTIFUL GRANT
GUIDELINES ACKNOWLEDGEMENT

The Keep South Carolina Beautiful grants will be awarded for one year. The grant period will begin on **December 1** and end on **November 30**. This grant is provided with the understanding that the program will be operated as projected and the funds will be spent as budgeted.

1. Any changes to your budget must be requested in writing and approved by PalmettoPride.
2. Each grantee must submit a one-page report detailing the progress of the grant project by **June 30**.
3. A final grant report is due no later than **November 30**.
   DO NOT SUBMIT REPORT IN BINDERS. All supportive documentation should be included as follows:
   a. Expenditure report, **including all receipt copies**, must be completed and attached to the final grant report.
   b. All photographs should be affixed to 8 ½ x 11 sheets of paper and stapled to report.
   c. Photocopies of all newspaper articles.
   d. All letters of commendation and other related documents.
4. Grant funds may not be used for any horticultural purposes unless a long-term maintenance agreement has been reached between the recipient and a local governmental entity or established business. Recipients must submit a letter of commitment from the entity providing long-term maintenance.
5. The PalmettoPride logo must appear on all printed and promotional items associated with the grant project (e.g. t-shirts, signs, invitations, promo items, etc.). PalmettoPride must have final approval on all printed materials prior to publication. To get a copy of the logo, contact Sherryl Jenkins via email at sjenkins@palmettopride.org.
6. Recipients shall ensure that all slogans, logos and messages associated with the grant project are consistent with the PalmettoPride mission. Use of the PalmettoPride logo must be pre-approved by PalmettoPride. Bumper stickers created by the recipient using grant funds shall only contain local messages. Local initiatives shall not duplicate on-going PalmettoPride programs, such as Litter Busters Hotline. Local campaigns should enhance and support statewide initiatives.

If you fail to comply with these guidelines or to fulfill your proposed grant obligations, PalmettoPride reserves the right to request items and/or financial reimbursement of the amount granted. Failure to submit required reports shall disqualify the recipient for future grants.

Please sign this page and return it to our office via mail or fax (803) 758-6032. Maintain original in your files. If you have any questions or concerns regarding the above guidelines, please contact Sherryl Jenkins, Grants Coordinator, at (803) 758-6034 or via email at sjenkins@palmettopride.org.

Keep Charleston Beautiful
Organization

Jamie A. Dillard
Signature of Project Coordinator for Grant (Contact Person)

12/5/16
Date

Please note: The contact person identified above will receive the grant check and all grant-related correspondence.

COMMITTEE / COUNCIL AGENDA

7.)

TO: John J. Tecklenburg, Mayor

FROM: Amy Wharton **DEPT.** BFRC

SUBJECT: 2016 ALLSTATE FOUNDATION HELPING HANDS IN THE COMMUNITY

REQUEST: To apply for the Allstate Helping Hands in the Community Grant In the amount of $1,000 for The Youth Empowerment Project Ages 10-12

COMMITTEE OF COUNCIL: W&M **DATE:** December 20, 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	☐	☐		☐
Dir. of Recreation	☒	☐		☑
Grants Compliance Mgr.	☑	☐		☐

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

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

Due to time constraint this grant was submitted on December 5, 2016

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.**

2016 Helping Hands in the Community Grant Program Application

IMPORTANT: Do not use your browser's BACK key - you will lose any unsaved data!

There is a limited budget and grants will be approved on a rolling basis throughout the year. IF funds are still available, applications will be accepted until December 20, 2016. Meeting the deadline does NOT guarantee 2016 funding as the program will be closed earlier if funding is exhausted.

Feel free to scroll through the application prior to filling out the data fields. You may print out a blank application if you wish.

Legal Organization Name

THIS NAME WILL APPEAR ON THE CHECK.

City of Charleston

Organization's Office Street Mailing Address

Do NOT use a personal mailing address. Please use standard postal abbreviations (i.e. 123 N Main Ave or PO Box 123).

1580 Ashley Gardens Blvd

City

Charleston

County

Charleston

State

SC

Zip Code

REQUIRED - Include all 9 digits and use format xxxxx-xxxx. If you do not know your 9-digit postal code please click on this link: USPS Zip Code Look Up.

29414-9127

Phone Number

Do not use dashes, use format xxxxxxxxxx.

8434024571

Website

www.charleston-sc.gov

What type of institution is your organization?
Government

How many people are served by your organization annually?
100000

Provide a brief description of your organization's mission.
Word Limit: 100 (Please do not use bullet points or ALL CAPS; use complete sentences.)
"Our parks and recreational facilities attract a record number of participants joining us for sports, swimming lessons, summer camps, afterschool programs, senior activities, fitness classes, and special events. We have a commitment t offer the very best possible recreation opportunities at an economical price." John Tecklenburg, Mayor, City of Charleston

Ethnicity
Please estimate the PERCENTAGE of the ethnicity of the people served by your organization and ensure the total below does NOT exceed 100%.

African American
Enter a number between 0-100, please do NOT type the symbol "%" after the number.
35

Asian American/Pacific Islander
Enter a number between 0-100, please do NOT type the symbol "%" after the number.
5

Caucasian
Enter a number between 0-100, please do NOT type the symbol "%" after the number.
35

Hispanic/Latino
Enter a number between 0-100, please do NOT type the symbol "%" after the number.
10

Native American
Enter a number between 0-100, please do NOT type the symbol "%" after the number.
5

Other

Enter a number between 0-100, please do NOT type the symbol "%" after the number.

10

GRANT CONTACT

Please enter the information for a primary grant contact who can provide additional information on this grant application and should receive all correspondence from The Allstate Foundation (do not use ALL CAPS for any fields).

Prefix

Ms.

First Name

Robin

Last Name

Cooper

Title

Athletics Superindentdent

Phone Number

Do not use dashes, use format xxxxxxxxxx.

8439065692

Email

cooperr@charleston-sc.gov

ALLSTATE AGENCY OWNER VOLUNTEER CONTACT

Please enter the **Allstate agency owner volunteer's** contact information as provided in your invitation from the Allstate agency owner volunteer (do not use ALL CAPS for any fields).

Agent Number

(i.e.: A0XXXXX)

a094970

Agency Owner Volunteer First Name

Kevin

Agency Owner Volunteer Last Name
Shealy

Agency Owner Volunteer Office Address
781 St. Andrews Blvd

Agency Owner Volunteer Office City
Charleston

Agency Owner Volunteer Office State
SC

Agency Owner Volunteer Office Zip Code
Include all 9 digits, use format xxxxx-xxxx.
29407-7167

Agency Owner Volunteer Office Phone Number
Do not use dashes, use format xxxxxxxxxx.
8435734777

Agency Owner Volunteer Office Email
a094970@allstate.com

Approximately how many volunteer hours have been completed in the past 12 months or since the receipt of the last Allstate grant?
120

Does the volunteer hold a leadership position within your organization such as board member or committee chair? If **YES**, provide title or if **NO**, type N/A.
N/A

Project Area
Select the primary focus area for the project the Allstater volunteered for.
Youth Empowerment

To your knowledge, does the Allstate volunteer have an immediate family member (i.e. spouse, children, parent) that is employed by your organization?
No

If yes, please provide the name and job title of your employee.

(For internal purposes only, this information will not affect the consideration of your grant.)

Application Name

For internal coding purposes, please type "Agent" and name of the Allstate volunteer. For example: Agent Jane Doe. (Please do not use ALL CAPS.)

Agent Kevin Shealy

Age Group

Please select the primary age group served by this project. Up to three can be selected.

Tweens (10-12)

The above information is subject to verification. If all requirements are not met or the application is incomplete, the application will not be considered and may need to be resubmitted. If approved, the $1,000 grant is intended to benefit your organization as operating support or program funding where the Allstate agency owner volunteers. This grant should NOT be used for sponsorships, golf tournaments, charity dinners, walk-a-thons or other fundraising events.

Applications submitted by an Allstate Agency Owner or Exclusive Financial Specialist will be automatically declined.

After you have successfully submitted the application you will immediately receive an automated email with a copy of the application for your records. If you do NOT receive a copy of the application, please contact grants@allstate.com.

CPR COMMITTEE and/or COUNCIL AGENDA

8.)

TO: John J. Tecklenburg Mayor

FROM: Nate Yokoyama/Matthew Frohlich **DEPT.** Parks – Capital Projects

SUBJECT: VRTC PARKING GARAGE MISCELLANEOUS CONCRETE REPAIRS

REQUEST: Approval of a Construction Contract with 21st Century Waterproofing in the amount of $74,700.00 for the repairs of various cracks and spalls and replacement of joint sealants and bearing pads at the VRTC Garage.

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:** December 7, 2016

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

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

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

If yes, provide the following: Dept/Div BFRC/Parking Facilities Admin-ABM Acct # 022016-52445

Project Number CP1606

Balance in Account $282,521.34 Amount needed for this item $74,700.00

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharam

FISCAL IMPACT: **Approval of this action will institute a $86,000.00 project budget of which the $74,700.00 construction contract will be funded. The funding source for this project is the 2016 Parking Facilities, Structural Repairs in the General Operating Budget ($750,000.00).**

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

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

VRTC Parking Garage Miscellaneous Concrete Repairs

CP1606		Approved Project Budget	Expenses To Date	Encumbrances	Remaining Balance	NOTES
DIVISION / OBJECT						
DESIGN / ENGINEERING						
520000-52236	Advertising	$350.00	$335.16	$14.84	$0.00	Chronicle-P143907 / Pcard
520000-52016	Printing	$0.00	$0.00	$0.00	$0.00	
	TOTAL D/E COSTS	**$350.00**	**$335.16**	**$14.84**	**$0.00**	
CONSTRUCTION						
520000-52445	Construction	$74,700.00	$0.00	$74,700.00	$0.00	21st Century Waterproofing
	TOTAL CONSTRUCTION COSTS	**$74,700.00**	**$0.00**	**$74,700.00**	**$0.00**	
520000-52445	Contingency	$10,950.00	$0.00	$0.00	$0.00	
TOTAL PROJECT COSTS		**$86,000.00**	**$335.16**	**$85,664.84**	**$0.00**	

FUNDING SOURCES

YEAR	SOURCE	AMOUNT	RECEIVED
2016	Parking Fund - Structural Repairs	$86,000.00	$0.00
	TOTAL FUNDING	$86,000.00	$0.00

PROJECT SUMMARY

AVAILABLE FUNDING	86,000.00	$0.00
FUNDING NEEDED	86,000.00	$335.16
PROJECT BALANCE	0.00	($335.16)

City of Charleston
Department of Parks
Capital Projects Division

Bid Tabulation Form
VRTC Garage Miscellaneous Concrete Repairs

Project Number:CP 1606
Date: November 29, 2016
Time: 2:00 PM

Bidder	Addendum Noted		MWBE	Local Vendor	Base Bid	Alternate No.1*		Base Bid Plus Alternate No. 1
	No.1	No. 2				Unit Cost	Total Cost	
21 ST Century Waterproofing LLC	Yes	Yes	Yes	N/A	$66,200.00	$1,062.50	$8,500.00	$74,700.00
High Rock Waterproofing	Yes	Yes	Yes	N/A	$87,500.00	$875.00	$7,000.00	$94,500.00
Stone Restoration of America	Yes	Yes	Yes	N/A	$97,982.00	$512.50	$4,100.00	$102,082.00
IPW Construction	N/A	N/A	Yes	N/A	$213,500.00	$5,287.50	$42,300.00	$255,800.00
Watertight Systems	Yes	Yes	Yes	N/A	$84,047.00	$1,200.00	$9,600.00	$93,647.00
Midwest Maintenance	Yes	Yes	Yes	N/A	$79,900.00	$1,185.00	$9,480.00	$89,380.00
Watts & Associates Roofing	Yes	Yes	Yes	N/A	$77,000.00	$2,250.00	$18,000.00	$95,000.00
Strickland Waterproofing	Yes	Yes	Yes	N/A	$83,255.00	$245.00	$1,960.00	$85,215.00

*Plan Quantity of eight (8) Repair Type 6

Certified Correct By: Peter A. Hedegor Date: 11/29/2016

City of Charleston Construction Contract

THIS CONTRACT, made this 6 day of December, 2016 by and between:

The Owner: City of Charleston
Department of Parks
823 Meeting Street
Charleston, SC 29403

and the Contractor: 21st Century Waterproofing
4059 Broad River Road
Columbia, SC 29210

WHEREAS, the Owner requires the construction of the following project, identified as follows:

CP1606: VRTC Garage Miscellaneous Concrete Repairs

Whereas, the CONTRACTOR, whose South Carolina contractor's license is G116173, is prepared and qualified to provide such Construction;

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.
THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
THE DATE OF SUBSTANTIAL COMPLETION shall be **45** calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.

PAYMENTS TO THE CONTRACTOR for acceptable Work performed shall be as follows:

THE CONTRACT SUM OF **$74,700** to be paid in response to the Contractor's Applications for Payment as certified by the A/E and subject to the terms of this Contract.

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: Alternate #1 for +$8,500

LIQUIDATED DAMAGES in the amount of **$140.00** per day shall be withheld from any amounts otherwise due to the Contractor for each day the Contractor fails to achieve SUBSTANTIAL COMPLETION within the time allowed.

ARCHITECT ENGINEER – The A/E of Record for this Project is: Johnson, Mirmiran, and Thompson

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS CONTRACT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

OWNER: City of Charleston

BY: _____
John J. Tecklenburg
Mayor

CONTRACTOR: 21st Century Waterproofing LLC

BY: Donald B. Slater
(Signature of Contractor Representative)

Donald B. Slater
(Name of Contractor Representative)

ITS: Operations mgr.
(position or title)

General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS

A. The Contract Documents forming this agreement shall consist of the following:
   1. a fully executed Construction Contract (this document) and any listed attachments thereto;
   2. the Project Manual dated: November 1, 2016
   3. the Project Drawings dated October 27, 2016 and as listed in the Project Manual Table of Contents.
   4. Bid Addenda and dates as follows: Addendum #1, dated November 9, 2016, Addendum #2, dated November 21, 2016
   5. the Contractor's completed Bid Form;
   6. all Change Orders and Change Directives;
   7. other documents as listed in Article 16.

ARTICLE 2 – GENERAL PROVISIONS

A. The Contractor shall not incur any expense chargeable to the Owner until this Contract has been authorized and fully executed by both the Owner and the Contractor.

B. The Contractor warrants to the Owner that:
   1. it and its subcontractors (if any) are financially able to complete the Work;
   2. it will perform all obligations, furnish all plant, material, equipment, tools, transportation, supplies and labor to complete the Work assigned;
   3. it is authorized and licensed to do business in the State of South Carolina and the City of Charleston;
   4. it will perform the Work with care and diligence and in a professional and workmanlike manner;
   5. it has visited the work site and is reasonably apprised of the conditions in and around the work area.

C. Contractor's Rights and Responsibilities

   In addition to any other rights and responsibilities contained in this Agreement, the Contractor shall:
   1. pay for required construction permits or business license fees, labor, materials, equipment, tools, transportation, supervision, testing, etc, as required for the performance of the Work;
   2. visit the work site and obtain information to assist in familiarization with the work site, its conditions and any limitations that would affect the performance of the Work;
   3. have the right to rely on information contained in the Contract Documents, but shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner or its A/E;
   4. be responsible for all construction means, methods, techniques, procedures and safety measures in the performance of the Work;
   5. employ only persons skilled in the Work for which it is to do, employ an experienced superintendent to supervise the Work who shall be responsible for the acts or omissions of the Contractor's agents and employees or those of sub-contractors and their agents and employees acting on behalf of the Contractor;
   6. have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Services in the State of South Carolina, the City of Charleston and as required by this Contract.

D. Owner's Rights and Responsibilities

   In addition to any other rights and responsibilities contained in this Agreement, the Owner shall:
   1. provide the contractor with available information regarding the Work and the work area;
   2. secure and pay for all design permits, assessments, and easements except as required by the Contract Documents;
   3. pay the Contractor for acceptable Work performed, in accordance with the provisions of this Contract;

4. if the Contractor fails to begin the Work within fourteen (14) calendar days of the DATE OF COMMENCEMENT as indicated in the Notice to Proceed, the Owner shall have the right to declare the Contractor in material breach of this Contract and terminate the Contract;
5. act as the A/E in the absence of a licensed design professional.

E. A/E's Rights and Responsibilities

In addition to any other rights and responsibilities contained in the Agreement, the A/E shall:

1. represent the Owner during the construction process through final completion of the Project, and as requested during the warranty period. The A/E will act on behalf of the Owner only to the extent provided in the Contract Documents or otherwise agreed by the Owner;
2. make periodic visits to the site during construction administration to become familiar with the progress and quality of the Work and to determine if the Work is being performed in a manner indicating that the Work is generally progressing in accordance with the Contract Documents;
3. make recommendations to the Owner as to the acceptance or rejection of the Work and communicate the Owner's decision to the Contractor;
4. review and approve or reject shop drawings and samples submitted by the Contractor;
5. respond promptly to all requests for information or clarification from the Owner or the Contractor;
6. make the initial interpretation and decision on matters concerning performance under, and the requirements of, the Contract Documents, upon written request of either the Owner or Contractor. The interpretation or decision of the A/E shall be final, subject to the dispute resolution provisions of this Contract;
7. not be responsible for construction means, methods, techniques, procedures and safety measures in the performance of the Work or acts of omission of the Contractor, Subcontractors or any other entity performing the Work on the site;
8. review periodic requests for payment, and approve or reject the request, in whole or in part;
9. prepare Change Orders or Change Directives as directed by the Owner.

ARTICLE 3 – CONSTRUCTION ADMINISTRATION

A. Shop Drawings and Samples

1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the A/E. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
2. The Contractor shall submit the number of sets as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
3. The A/E will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.

B. Materials and Workmanship

1. The Contractor shall not allow the use of any asbestos-containing product.
2. The Contractor shall not use or allow the use of lead material in public water application. Lead-free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-free solder and flux is defined as containing less the 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.
3. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all material shall be new, in first class condition, and installed using workmanship of the highest quality in accordance with the Contract Documents.

C. Inspection and Testing of Materials

1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by building officials.
2. The Contractor shall leave uncovered all areas of Work that are called out in the Contract Documents to be left uncovered, or the A/E requests to be left uncovered prior to being

inspected. The Contractor shall give adequate notice to the A/E of the time requested for an inspection of these areas.

D. Substitutions

1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved by the A/E.
2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without prior written approval from the A/E, which shall be granted only with the concurrence of the Owner.

E. Changes in the Work

1. Only the Owner may authorize changes in the scope of the Contract. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.
2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed Work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
   a. For the Contractor or subcontractor on Work performed by its own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0

   b. For the Contractor or subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

   c. To a first tier subcontractor on woWork performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

   d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. Receiving and Storing Materials and Equipment

1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.
2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Delivery Order or manufacturer's printed instructions of each product.

G. Reports

1. The Contractor shall prepare Daily Progress Reports on a form provided by the Owner. Reports shall be submitted to the Owner on a weekly basis.

H. Time for Completion

1. Requests for time extensions shall be made promptly. Delays of the Work due to circumstances beyond the control of the Contractor shall be adequately documented and submitted to the Owner with any request for an extension of the time of Completion.
2. The time allowed for Substantial Completion includes five (5) calendar days per calendar month for delays due to inclement weather. Delays due to weather beyond the five days may be requested as a time extension to the time for completion. The Contractor shall submit job site weather data supporting the claim for an extension of time.

3. Should completion of the Project extend past the original or amended contract substantial completion date, the Owner will retain as liquidated damages and not as a penalty the amount listed on Page 1 and reduce the Contractor's final payment by that amount.

I. Guarantees and Warranties

1. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other work or property resulting from such defects for a period of one year from the date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties may be assigned by the Owner at no cost to the Owner and without the approval of the Contractor.
2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.

J. Use of the Site

1. The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined in the Contract Documents. The site must be maintained in a reasonably clean condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner, remove from the site all trash, debris, tools and equipment no longer needed for the Work.
2. The Contractor shall provide access to the Work in progress for representatives of the Owner, the A/E and for all authorities having jurisdiction over the Work.

K. Taxes

1. The Contractor shall include in its Bid and pay for, all taxes in effect or scheduled to go into effect at the time of bidding or at the completion of negotiations.
2. The Contractor's attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, contractors and subcontractors.

ARTICLE 4- PAYMENTS

A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

B. The Contractor shall make payments to Subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Work, and a Construction Schedule, to be used by the architect as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable Work completed based on the approved Schedule of Values and the A/Es' evaluation of the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the completed Work until the Final Application for Payment is paid.

D. The Contractor's Final Application for Payment may be submitted when the following have occurred:

1. The Contractor has fully performed the Work of the Contract, including the acceptable completion of all punch list items; and,
2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
4. The Contractor has completed all training and other startup/turnover support activities with the Owner staff.

E. If the Work is completed to the satisfaction of the A/E, the A/E shall certify the application and the Owner shall make final payment.

ARTICLE 5 – CLAIMS

A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.

B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.

C. Claims arising prior to the date final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph a party expressly waives its claim.

D. Pending a resolution of the Claim, including any dispute resolution under this Contract, the Contractor shall proceed to perform as required by the Contract and the Owner shall continue to make payments in accordance with this Contract.

ARTICLE 6 – DISPUTE RESOLUTION

The parties agree to attempt in good faith to resolve their disputes arising from a claim or controversy arising out of or relating to the Contract. To the extent that the parties are unable to reach a resolution, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or federal court located in Charleston County. The Contractor agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the Contractor pursuant to the Contract (including the Owner).

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

A. Owner's Right of Termination
   1. The Owner may, at any time, terminate the Contract, in whole or in part, with or without cause for the Owner's convenience, upon seven (7) days written notice to the Contractor.
   2. The Owner may, upon written consent of the Contractor, reinstate the terminated portion of this Contract in whole or in part if it is determined that it is necessary or advantageous to the Owner. Compensation shall be equitably negotiated by agreement between the Owner and Contractor.

B. Contractor's Right of Termination
   1. The Contractor may terminate the Contract if Work is stopped through no fault of the Contractor, or other persons performing any Work either directly or indirectly for the contractor, for a period of time exceeding sixty (60) consecutive calendar days due to a court order or other public authority having jurisdiction; or a National emergency which requires the Work to be stopped.
   2. The Contractor may, upon seven (7) days written notice to the Owner and the A/E, terminate the Contract for the reasons stated above and be compensated for Work completed and materials stored in accordance with the Contract Documents.

C. Owner's Right of Suspension
   1. The Owner may, at any time, suspend the Work, in whole or in part, with or without cause for such period of time as determined by the Owner;
   2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or an equitable adjustment covered under other provisions of the Contract.

ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

A. The Contractor is responsible for job-site safety and the protection of persons and property within the work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.

B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, then the Contractor shall immediately stop work in the

affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume work until the material has been rendered harmless, removed or protected.

C. This Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).

D. For the purposes of this Contract, the term "rendered harmless" shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, 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.

ARTICLE 9 – INSURANCE AND BONDS

A. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor's operations under the Work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.

B. The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
   1. Premises – Operations.
   2. Independent Contractor's Protective.
   3. Products and Completed Operations.
   4. Personal and Advertising Injury.
   5. Contractual, including specified provisions for Contractor's obligations.
   6. Broad Form Property Damage, including Completed Operations.
   7. Owned, Non-Owned and Hired Vehicles.

C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the contract:

1. Commercial General Liability:	
a. General Aggregate (per project)	$ 1,000,000
b. Products/Completed Operations	$ 1,000,000
c. Personal and Advertising Injury	$ 1,000,000
d. Each Occurrence	$ 1,000,000
e. Fire Damage	$ 50,000
f. Medical Expense (any one person)	$ 5,000
2. Business Auto Liability (including all owned, non-owned, and hired vehicles):	
a. Combined Single Limit	$ 1,000,000
-OR-	
b. Bodily Injury & Property Damage (each)	$ 1,000,000
3. Workers Compensation	
a. State	Statutory
b. Employer's Liability	$ 100,000 Per Accident
	$ 500,000 Disease, Policy Limit
	$100,000 Disease, Each Employee
c. USL&H and Jones Act	$ 600,000

D. The aggregate Limits of the Contractor's Insurance shall apply, in total for this Contract. This shall be indicated on the Certificate of Insurance as "Per Project", or in an attached policy amendment.

E. The Owner shall be listed as the certificate holder of the Contractor's Liability Insurance.

F. Certificates of Insurance shall be in the form of the latest edition of the ACORD 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. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior written notice has been given to the Owner.

G. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under this Article or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of insurance shall be grounds for termination of the contract.

H. Bonds

If required by the Contract Documents, and prior to being issued a Notice to Proceed, the Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. Failure to provide the Bonds may indicate that the Contractor is in material breach of its responsibilities under the Contract.

1. Bonds shall each be in the amount of 100% of the amount of the Contract.
2. The Surety providing the Bonds shall have, at a minimum a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property–Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category " of "Class V" and in no case less than five (5) times the contract amount. The Bonds shall:
   a. be issued by a surety company licensed to do business in South Carolina; and,
   b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
   c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
   d. display the Surety's' Bond Number.

I. Property Insurance

The Contractor shall purchase and maintain Builder's Risk insurance in the amount of the Contract Sum and all subsequent modifications on a replacement cost basis. The Contractor shall be responsible for any deductibles. Such insurance shall be maintained until final payment has been made.

ARTICLE 10 – CORRECTION OF WORK

A. The Contractor shall promptly and with due diligence, correct Work rejected by the A/E or the Owner for failure to conform to the requirements of the Contract, whether such defective Work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient Work including additional testing and inspections and any compensation for A/E services and expenses involved.

B. If the Contractor fails to carry out the Work in accordance with the Contract Documents, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies they may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies including the Owners expenses, and compensation to the A/E, if necessary.

C. The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

ARTICLE 11 – CONSTRUCTION BY OWNER

A. The Owner reserves the right to do work with its own forces or award separate contracts for work on the same project.

B. The Contractor agrees to allow access to the site by the Owner's work force or separate contractor(s), and agrees to assist in coordinating the progress of the work with the Owner.

C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 12 – SUBCONTRACTORS

If the Contractor engages subcontractors to provide any Work on the Contract, then the Contractor shall include, or cause to be included, in the agreement with those entities, all provisions contained in the Contract. Subcontractors and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 13 – COMPLETION AND CLOSEOUT

A. The Contractor shall have completed the unfinished and defective Work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.

B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.

C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.

D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

A. The Contractor and Owner each bind themselves, their partners, directors, officers, successors, executors, administrators, assigns and legal representatives in respect to all provisions of this contract. Neither party shall assign, sublet or transfer their interest in this Contract without the written consent of the other party.

B. This Contract represents the entire and integrated agreement between the Owner and Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.

C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.

D. Unless otherwise included in the Contract, nothing shall require the Contractor to discover, handle, remove or dispose of any hazardous or toxic materials in any form at the project site.

ARTICLE 15 – GOVERNING LAW

A. This contract shall be governed by the laws of the State of South Carolina.

ARTICLE 16 – OTHER PROVISIONS (if any)

A. 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.

City of Charleston
Bid Form

BID SUBMITTED BY: Name: 21st Century Waterproofing LLC
Address: 4059 Broad River Rd.
Columbia, S.C. 29210

FOR PROJECT: **CP1606: VRTC Garage Miscellaneous Concrete Repairs**

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

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: $ 66,200.00

7.2 BID ALTERNATE WORK (as indicated in the Bid Documents and generally as described below):

- Alternate No. 1: Repair Type 6 Add/[redacted]: $ 8,500.00

8. BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: 80-0598271

OR

SOCIAL SECURITY NUMBER: _____

9. CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

General Contractor	GG4/MS4	$1,500,000.00
(Classification)	*(Subclassification)*	*(Limitations)*

G 116173

(SC Contractor's License Number)

SIGNATURE

Donald B. Ruetter 21st Century Waterproofing LLC

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

Donald B. R[illegible] 11/25/16

BY (Signature) (Date)

Operations mgr. (803) 727-4523

(Title) (Phone)

AFFIDAVIT C

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

Affidavit of 21st Century Waterproofing LLC
(Name of Bidder)

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

_____ contract.
(Name of Project)

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

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

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

Date: 11/25/16 Name of Authorized Officer (Print/Type): Donald B. Rueter

Signature: Donald B. Rueter

Title: Operations mgr.

Sworn to before me this 25th day of November, 2016
Notary Public for the State of South Carolina
My Commission Expires: 07-13-2020
Print Name: Connie H. Summer
Phone Number: (803) 944-1120
Address: 2400 Ashland Rd Apt. L4
Columbia, SC 29210

Notary Seal:

Connie H. Summer

CONNIE H SUMMER
NOTARY
PUBLIC
SOUTH CAROLINA

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: 21st Century Waterproofing LLC

Signature: Donald B. Rueter — Date: 11/25/16

Print Name: Donald B. Rueter — Title: Operations mgr

Witness: [illegible]

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, 21st CENTURY WATERPROOFING, LLC (Name of Principal)

AS PRINCIPAL, AND OLD REPUBLIC SURETY COMPANY (Name of Surety), as SURETY

are held and firmly bound unto The City of Charleston hereinafter called the "Owner", in the penal sum of 5% OF PRINCIPAL'S 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 November 29, 2016, 2016, for:

CP1606: VRTC Garage Miscellaneous Concrete Repairs

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 days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten 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 29th day of November, 2016, 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)

21st CENTURY WATERPROOFING, LLC
(Name of Principal)
By: _____

(SEAL)

OLD REPUBLIC SURETY COMPANY
(Name of Surety)
By: _____
Sara Jo Kent, Attorney-in-Fact

Sealed and delivered in the presence of:

_____

_____

8-Bid Bond (generic)
Revised 4/25/2011

At the Contractor's option, this form may be substituted with a Power of Attorney form from the Contractor's Surety Company. The Contractor is cautioned that all pertinent information included on this form shall be incorporated in the executed and submitted security form.

CERTIFICATE OF GRANTEE / BORROWER'S ATTORNEY

I, the undersigned, Sara Jo Kent, the duly authorized and acting legal representative of Old Republic Surety Company, do hereby certify as follows:

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

Sara Jo Kent — (Signature)

Nov 29, 2016 — (Date)

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

PAUL F. STEWART, SARA JO KENT, WILLIAM P. EADDY, KENNETH A. FINCH, OF COLUMBIA, SC

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED
TEN MILLION DOLLARS ($10,000,000) ---------- FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printedon colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 14TH day of APRIL, 2016.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 14TH day of APRIL, 2016, personally came before me, Alan Pavlic and Jane E Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Notary Public
My commission expires: 9/28/2018

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-7363

Signed and sealed at the City of Brookfield, WI this 29th day of November 2016

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Assistant Secretary

ADAMS, EADDY & COMPANY

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

ORSC 32262 (5-10)
22851-W

9.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Amy Wharton **DEPT.** Parks – Capital Projects

SUBJECT: PARKS DEPARTMENT BUDGET TRANSFER

REQUEST: Approval of a budget transfer in the amount of $54,340.00 from the Facilities Maintenance, General Maintenance line item in the Parks Department budget to the Construction, Playground Equipment Maintenance line item for the purchase of playground equipment at Thomas Johnson Playground and Randolph Park Playground.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** December 20, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Chief Financial Officer	☐	☐		☐
Parks Director	☐	☐	Jason Kronsberg	☐
	☐	☐		☐
	☐	☐		☐

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

If yes, provide the following: Dept/Div Parks-Construction Acct # 523000-52435

Balance in Account _____ Amount needed for this item $54,340.00

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: **Approval of this action will increase the Playground Equipment Maintenance line item in the Construction division by $54,340.00 while decreasing the General Maintenance line item in the Facilities Maintenance division by ($54,340.00) in the Parks Department.**

Mayor's Signature: John J. Tecklenburg, Mayor

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

City of Charleston, South Carolina
Request for Budget Transfer

Department: 48 - Parks **Division:** 523000 - Construction

Budget Year: 2016 **Date:** 12/12/2016

A transfer of funds to and from the following accounts in the indicated amounts is respectfully requested.

TRANSFER TO:

Account Number	Description	Amount
523000-52435	Construction - Maintenance, Playground Equipment	$54,340.00
Total		**54,340.00**

TRANSFER FROM:

Account Number	Description	Amount
170100-52410	Facilities Maintenance - General Maintenance	54,340.00
Total		**54,340.00**

This transfer is requested for the following reasons:

Need to cover balance of Thomas Johnson Park Playground Equipment purchase ($3,340), Randolph Park Playground Equipment Purchase ($45,000) and funds needed to get through remainder of the year ($6,000.00)

Authorizing Signatures:

Originator: Matthew Frohlich (Name) Sr. Budget Analyst (Title) **Date** 11/22/2016

Department Head: Jason Kronsberg, Parks Director **Date** 11/22/2016

Chief Financial Officer: _____ **Date** _____

10.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

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

SUBJECT: CROSS CREEK DITCH MAINTENANCE PROJECT

REQUEST: We are requesting approval for IPW Construction Group, LLC to clean and grade the Cross Creek outfall ditch

COMMITTEE OF COUNCIL: Ways & Means **DATE:** December 20, 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 Wharam	☐
Dir. Dept. of Public Serv.	☑	☐		☑
	☐	☐		☐

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

If yes, provide the following: Dept./Div: 050345 Account #: 52240

Balance in Account $70,005.00 Amount needed for this item $70,005.00

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharam

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 Cross Creek DrainageProject
Thursday, November 10, 2016
2:00 PM

Bidder	License #	Bid Bond	Acknowledge Addendum	Non-Collusion Affidavit	MBE Compliance A&B or C	Bid Amount
IPW Construction Group, LLC	G117838	Y	N/A	Y	Y	$70,005.00
B&C Land Development, Inc.	G113138	Y	N/A	Y	Y	$83,502.50
Sanders Brothers Const. Co, Inc.	G10735	Y	N/A	Y	Y	$410,075.00

BID DOCUMENT RECEIPT FORM
CROSS CREEK DRAINAGE PROJECT
Tuesday, November 08, 2016

BIDDER	ADDRESS	PHONE	E-MAIL
Martin & Son Contracting, Inc.		864 909 0277	Dwayne Martin <dwaynemartin62@yahoo.com>
B & C Land Development, Inc.	3785 Old Charleston Highway Johns Island, SC 29455	843-766-8109	Sarah@bcutilities.net
triad engineering and contracting	480 Jessen Lane, Unit H Charleston, SC 29492	843.416.1112	mike.firestone@triad-engineering.com
IPW Construction Group	P.O. Box 40968 Charleston, SC 29423	O - 843-308-0524 EXT 226	KBorrillo@ipwco.com
Sanders Brothers Construction Co., Inc.	1990 Harley Street N. Charleston, SC 29419	843.214.1138	fred@sandersbrothers.com

McCARTHA COBB & ASSOCIATES

1407 CALHOUN STREET | COLUMBIA, SC 29201
PHONE: 803 799 3474 | FAX: 803 799 3711
www.mccartha-cobb.com

11/16/2016

City of Charleston
2 George Street
Charleston, South Carolina 29401

Re: ***Authority to Date Bonds and Powers of Attorney***
Principal: ***IPW Construction Group, LLC***
Bond No.: ***RCB0003707***
Project: ***Cross Creek Ditch Maintenance Project***

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to date the bonds and the powers of attorney concurrent with the date of the contract agreement.

Once ***dated***, please ***fax*** a copy of the bonds to our office.

Sincerely,
RLI Insurance Company

Raymond E. Cobb, Jr.
Attorney-in-Fact

SECTION 01212 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

IPW Construction Group, LLC
(Name of Contractor)

7623 Dorchester Road, North Charleston, SC 29418
(Address of Contractor)

a Corporation, hereinafter called Principal and
(Corporation, Partnership, or Individual)

RLI Insurance Company
(Name of Surety)

9025 N. Lindbergh Drive, Peoria, IL 61615
(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 Seventy Thousand, Five and 00/100***

_____ Dollars, ($ 70,005.00***) 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:

CROSS CREEK DITCH MAINTENANCE 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) Secretary (SEAL)

IPW Construction Group, LLC
Principal

By: Lynn D. Siner (S)

7623 Dorchester Road
Address

North Charleston, SC 29418

Witness as to Principal

7623 Dorchester Rd.
Address

N. Charleston, SC 29418

ATTEST:

(Surety) Secretary Kathryn McCartha-Powers

RLI Insurance Company
Surety

By: Attorney-in-Fact Raymond E. Cobb, Jr.

(SEAL)

Witness as to Surety C. Wayne McCartha

1407 Calhoun Street
Address

Columbia, South Carolina 29201

9025 N. Lindbergh Drive
Address

Peoria, IL 61615

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)

Bond Number: RCB0003707

SECTION 01214 PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

IPW Construction Group, LLC
(Name of Contractor)

7623 Dorchester Road, North Charleston, South Carolina 29418
(Address of Contractor)

Corporation hereinafter called Principal, and
(an Individual), (a Partnership), or (a Corporation)

RLI Insurance Company
(Name of Surety)

9025 N. Lindbergh Drive, Peoria, IL 61615
(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 Seventy Thousand, Five and 00/100***

_____Dollars, $(70,005.00***) 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:

CROSS CREEK DITCH MAINTENANCE 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)

IPW Construction Group, LLC
Principal

By: Cyrus D. Sinor (S)

7623 Dorchester Road
Address

North Charleston, SC 29418

Witness as to Principal

7623 Dorchester Rd.
Address

N. Charleston, SC 29418

ATTEST:

(Surety) Secretary Kathryn McCartha-Powers

(SEAL)

Witness as to Surety C. Wayne McCartha

1407 Calhoun Street
Address

Columbia, SC 29201

RLI Insurance Company
Surety

By: Attorney-in-Fact Raymond E. Cobb, Jr.

9025 N. Lindbergh Drive
Address

Peoria, IL 61615

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)

9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

C. Wayne McCartha, Raymond E. Cobb Jr., M. Kathryn McCartha-Powers, jointly or severally

in the City of Columbia, State of South Carolina, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed **Ten Million** Dollars (**$10,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

> **"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."**

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 26th day of May, 2016.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 26th day of May, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler — Notary Public

"OFFICIAL SEAL"
JACQUELINE M. BOCKLER
COMMISSION EXPIRES 01/14/18
NOTARY PUBLIC STATE OF ILLINOIS

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of _____, _____.

RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis — Vice President

CITY OF CHARLESTON

DEPARTMENT OF PUBLIC SERVICE

CONSTRUCTION SPECIFICATIONS & CONTRACT DOCUMENTS

CROSS CREEK DITCH MAINTENANCE PROJECT

OCTOBER 2016

Mayor John J. Tecklenburg

City Council

F. Gary White, Jr.	Perry K. Waring
Rodney Williams	Michael S. Seekings
James Lewis, Jr.	Aubry Alexander
Robert M. Mitchell	Dean C. Riegel
Marvin D. Wagner	William A. Moody, Jr.
William Dudley Gregorie	Kathleen G. Wilson

SECTION 01105 ADVERTISEMENT FOR BIDS

PROJECT: **CROSS CREEK DITCH MAINTENANCE 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, November 10, 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, grading the ditch bottom to provide a positive slope, sediment removal and disposal, trimming vegetation on the ditch slopes and banks, providing sediment control, and reseeding disturbed areas outside the ditch bottom.

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: The Contract Documents may be obtained by contacting Frank Newham by e-mail (newhamj@charleston-sc.gov) at the Department of Public Service, Engineering Division, 2 George Street, Suite 2100, Charleston, South Carolina.

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

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

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

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 by October 28, 2016. 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 Cross Creek Ditch Maintenance 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:

CROSS CREEK DITCH MAINTENANCE PROJECT

South Carolina General Contractor's License No. G117838

Classification BD5, IR5, MS5, HY5, WL5

Expiration Date 10/31/18

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: IPW Construction Group, LLC
7623 Dorchester Rd.
N. Charleston, SC 29418
Phone 843-308-0524

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

PROJECT: CROSS CREEK DITCH MAINTENANCE 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 30 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._____ Date_____
Addendum No._____ Date_____
Addendum No._____ Date_____
Addendum No._____ Date_____

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Mobilization	1	LS	$2,275.00	$2,275.00
2.	Traffic Control	1	LS	$4,160.00	$4,160.00
3.	Trimming Slope Vegetation	1	LS	$17,550.00	$17,550.00
4.	Grading Ditch Bottom	1125	SY	$15.60	$17,550.00
5.	Sediment Removal	190	CY	$117.00	$22,230.00
6.	Sediment Tube Installation & Removal	1	EA	$390.00	$390.00
7.	Seeding	1	LS	$1,950.00	$1,950.00
8.	As-built Survey	1	LS	$3,900.00	$3,900.00

Total Bid Price $70,005.00

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 landscape wall improvements in accordance with the Contract Documents. The lump sum bid for construction of the improvements is:

Seventy Thousand Five (Dollars) ($70,005.00).

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 total Bid (see attached)

($ See Attached) 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)

IPW Construction Group
(Contractor)

By: _____
(Signature)

Cyrus D. Sinor
(Name)

Member - Manager
(Title)

7623 Dorchester Rd.
(Address)

N. Charleston, SC 29418

SC General Contractor's License No. G117838

Initial the following items to indicate compliance with specifications:

CS 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)

Cyrus D. Sinor, being first duly sworn, deposes and says that:

1. He is Member-Manager of IPW Construction Group, 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) Cyrus D. Sinor

Member-Manager
(Title)

Subscribed and sworn to before me this 8th day of November, 2016.

Notary Public (title)

My commission expires 1/31/24.

KERINE BORRILLO
Notary Public, State of South Carolina
My Commission Expires January 31, 2024

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.

Cross Creek Ditch Maintenance Project

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: ZPW Construction Group, LLC

Signature: [signature] Print Name: Cyrus D. Siner

Title: Member - Manager Date: 11/8/16

Attest: [signature] Kerine Borrillo

Cross Creek Ditch Maintenance Project
AFFIDAVIT A
Page 1 of 2

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

Affidavit of IPW CONSTRUCTION GROUP, LLC
(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: 11/8/16 Name of Authorized Officer (Print/Type): Cyrus D. Sinor

Signature: [signature]

Title: Member-Manager

* IPW Construction Group, LLC is itself a certified MBE.

City of Charleston, South Carolina Minority Business Participation Efforts

(Use as many sheets as necessary)

I, Cyrus D. Sinor, 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 IPW Construction Group, Cyrus D. Sinor	Minority Firm Address 7623 Dorchester Rd, N Chs SC 29418
Minority Firm Telephone Number 843-308-0524 Minority Firm Fax Number 843-308-6050 DBE Certification Number 0908021684	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: 11/8/16 Name of Authorized Officer (Print/Type): Cyrus D. Sinor

Sworn to before me this 8 day of November, 2016.

Notary Public for the State of South Carolina
My Commission Expires: 1/31/24
Print Name: Kerine Borrillo
Phone Number: 843-308 0524
Address: 7623 Dorchester Rd., N.Chs, SC 29418

Signature:

Title: Member - Manager

Notary Seal:
KERINE BORRILLO
Notary Public, State of South Carolina
My Commission Expires January 31, 2024

Cross Creek Ditch Maintenance Project
AFFIDAVIT B

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

Affidavit of IPW Construction Group, LLC. I hereby certify that on the
(Name of Offeror)
Cross Creek Ditch Maintenance, Total Project Amount $ 70,005.00
(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
IPW Construction Group	A	General Contractor	$ 14,500.00
			$
			$
			$
			$
			$
			$

Total MBE Participation: 20.7 % $ 14,500.00

* 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: 11/8/16 Name of Authorized Officer (Print/Type): Cyrus D. Sinor

Signature: [signature]

Title: Member - Manager

Sworn to before me this 8th day of November, 2016.
My Commission Expires: 1/31/24
Print Name: Kerine Borrillo
Phone Number: 843-308-0524
Address: 7623 Dorchester Rd.
N. Chs, SC 29418

Notary Public for the State of South Carolina
Notary Seal:

KERINE BORRILLO
Notary Public, State of South Carolina
My Commission Expires January 31, 2024

AFFIDAVIT C

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

Affidavit of N/A
(Name of Offeror)

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

_____
(Name of Project)

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

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

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

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

Signature:_____

Title:_____

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

Notary Seal:

(End of Section 01140)

SECTION 01234 CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me N/A (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_____

*** CHECK YOUR CARD & CERTIFICATE ADDRESS, CLASSIFICATION(S), AND CONTRACT LIMIT FOR ACCURACY ***

*** The individual(s) qualifying this license can be verified on our website at https://verify.llronline.com/LicLookup/LookupMain.aspx ***

LICENSE RENEWALS - All General Contractor licenses expire on 10/31/20xx of every EVEN-numbered year. Renewing is only available during the renewal ye between mid-June-January 31st of the subsequent year. Renewal website: https://renewals.llronline.com/RegLogin.asp. After renewals end, licenses not renewed mu be reinstated by submitting an initial application - Doc #165, from our website, www.llronline.com/pol/contractors, with a current financial statement and fee.

★★★★★ LICENSE#: G117838 CCB 1034821

South Carolina Department of Labor, Licensing and Regulation
SC Contractor's Licensing Board
Certifies Licensee:
IPW CONSTRUCTION GROUP LLC
7623 DORCHESTER RD
N CHARLESTON SC 29418
as a
GENERAL CONTRACTOR

DATE OF ISSUE: 09/27/2016
INITIAL LICENSE DATE: 03/04/2013
EXPIRATION DATE: 10/31/2018

Administrator

★★★★★ LICENSE#: G117838 CCB 1034821

for Licensee
IPW CONSTRUCTION GROUP LLC
in the Classification(s) and Group# Limitation of:

BD5 IR5 MS5 HY5 WL5

*** NEW Dollar Group# Limitations - Effective 06/03/2016: ***
The number after your 2-letter classification(s) above is your Group#
Group #1 - $50,000 Group #3 - $500,000
Group #2 - $200,000 Group #4 - $1,500,000
Group #5 - $Unlimited
(See back of card for 2-letter Classification Abbreviations Key)

Qualifier(s): IPW CONSTRUCTION GROUP LLC, JORDAN BRYNGELSON, MR CYRUS D SINOR

LICENSE EXPIRES: 10/31/2018

* * * * *BOTH PORTIONS OF THE ABOVE POCKETCARD MUST BE PRESENTED AT ALL TIMES* * * * *

DO NOT PEEL CARD FROM A CORNER

To remove card from backing

- Bend form back from the outside edge
- Pull card off backing

WALL CERTIFICATE BELOW:

STATE OF SOUTH CAROLINA
DEPARTMENT OF LABOR, LICENSING AND REGULATION
SC CONTRACTOR'S LICENSING BOARD

CCB 1034821

LICENSE CERTIFICATE

The following Licensee:

★★★ LICENSE#: G117838 ★★★

IPW CONSTRUCTION GROUP LLC
7623 DORCHESTER RD
N CHARLESTON SC 29418

has met the necessary qualifications required by the laws of South Carolina and is duly qualified and entitled to practice as a:

GENERAL CONTRACTOR

for the Classification(s) and Group Limitation shown below:

BD5 IR5 MS5 HY5 WL5

*** NEW Dollar Group# Limitations - Effective 06/03/2016: ***
The number after your 2-letter classification(s) above is your Group#
Group #1 - $50,000 Group #3 - $500,000
Group #2 - $200,000 Group #4 - $1,500,000
Group #5 - $Unlimited

LICENSE EXPIRES: 10/31/2018
Date of Issue: 09/27/2016
Initial License Date: 03/04/2013

Administrator

License Qualifier(s): IPW CONSTRUCTION GROUP LLC, JORDAN BRYNGELSON, MR CYRUS D SINOR

*** It is at the discretion of the licensee, not the board, to authorize officers of the company to pull permits and conduct business ***

City of Charleston

MWBE Certification

This is to certify that

IPW Construction Group, LLC

has met the requirements and is a certified minority or woman-owned business enterprise in good standing with the City of Charleston, South Carolina's Minority and Women Business Enterprise Program.

February 16, 2016	0908021684	February 28, 2018
Date of Certification	Certification Number	Expiration Date

MBE Manager

CHARLESTON COUNTY
SOUTH CAROLINA

Certified
Charleston County
Small Business Enterprise

CHARLESTON COUNTY
S·B·E
SMALL BUSINESS
ENTERPRISE PROGRAM

IPW Construction Group, LLC
North Charleston, SC

Certification No.031214-40-CN-004

Valid Until: *March 12, 2017*

Certified for: *Highway Paving - Asphalt, Concrete, Building, Grading, Highway Incidentals, Engineering and General Contracting*

Susan J. Hogan, Manager
Small Business Enterprise Program
Charleston County Contracts & Procurement

Issued On: March 4, 2015

UNIFIED CERTIFICATION PROGRAM

Certificate of Eligibility

granted to

IPW Construction Group, LLC

It has been determined that the firm listed above has met all federal requirements in accordance with the Code of Federal Regulations (49 CFR Part 26) and is thereby eligible to participate in the Disadvantaged Business Enterprise Program in the State of South Carolina.

Area of Work:

Highway Paving - Asphalt, Concrete, Building, Grading, Highway Incidentals, Engineering and General Contracting, Electrical and Plumbing Contractors

NAICS:

541330, 238910, 238110, 238220, 238210

Issue Date: 6/5/2015

Arlene Prince

Director of Business Development & Special Programs
South Carolina Department of Transportation

Office of Business Development and Special Programs • 955 Park Street • P.O. Box 191 • Columbia, SC 29202-0191
Telephone: (803)737-1372 • FAX: (803)737-2021 • www.scdot.org

SCDOT South Carolina Department of Transportation

FTA U.S. DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION

South Carolina
Department of Transportation

June 5, 2015

Mr. Cyrus D. Sinor
IPW Construction Group, LLC
P.O. Box 40968
Charleston, SC 29423

RE: Disadvantaged Business Enterprise Certification - **EXPANSION**

Dear Mr. Sinor:

We are pleased to inform you that your request for **expansion** of services has been approved for participation as a Disadvantaged Business Enterprise (DBE) with the South Carolina Unified Certification Program.

The Unified Certification Program is a "One-Stop Shopping" certification program that eliminates the need for DBE firms to obtain certifications from multiple USDOT recipients that receive federal financial assistance within this State. A list of recipients is attached for your reference.

As a condition of your certification, you will be required to submit your Personal Financial Statement, an Affidavit of No Change, and current Tax Returns on an annual basis. You must report to this office any changes in ownership, management, control and location of the firm. Your firm will be listed in the Unified DBE Directory as follows:

IPW Construction Group, LLC
P.O. Box 40968
Charleston, SC 29423
(843)308-0524
Contact: Cyrus Sinor
Website: *www.ipwcg.com*

Area of Work: Highway Paving - Asphalt, Concrete, Building, Grading, Highway Incidentals, Engineering and General Contracting, Electrical and Plumbing Contractors

NAICS: 541330, 238910, 238110, 238220, 238210

If you have any questions regarding your certification or the Unified Certification Program in general, please call Gary Linn, Luevertia Moore, Christina Pressley or Syrees Oliver at (803) 737-1372.

Sincerely,

Arlene Prince

Arlene Prince, Director
Business Development & Special Programs

AFP:
Enclosure

South Carolina Department of Transportation

Columbia, South Carolina

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

PRIME CONTRACTOR

PREQUALIFICATION CERTIFICATE

This Certifies that, IPW CONSTRUCTION GROUP, LLC, a contractor located in CHARLESTON, SC , having complied with the rules and regulations of the Department and the State of South Carolina, and subject to the rules and regulations for a prime contractor, is declared eligible to submit a bid and be awarded any construction contract issued by the Department, subject to obtaining proper bonds and insurance acceptable to the Department and complying with all other statutory and contract requirements.

All BIDS SUBMITTED TO THE DEPARTMENT MUST BE IN THE NAME AS SHOWN ABOVE.

SCDOT PRIME CONTRACTOR VENDOR ID: 1IN023

ISSUED AT COLUMBIA, SC ON: 11/16/2015

THIS CERTIFICATE EXPIRES ON: 11/30/2016

Approved By: _____

SCDOT Contract Administration Engineer

SCDOT FORM CERT-1 July 1, 2012

SECTION 01142 BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned IPW Construction Group, LLC, 7623 Dorchester Road, North Charleston, SC 29418, as Principal, and RLI Insurance Company, as Surety, are hereby held and firmly bound unto City of Charleston Department of Public Service, as OWNER, in the penal sum of Five Percent (5%) of the attached 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 10th day of November, 2016.

The Condition of the above obligation is such that whereas the Principal has submitted to City of Charleston Department of Public Service a certain BID, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

CROSS CREEK DITCH MAINTENANCE 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.

X _____
Chris D. Sinor Principal Member-Manager

RLI Insurance Company
Surety

By: _____
Raymond E. Cobb, Jr., 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)

RLI cbic an RLI Company
9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

C. Wayne McCartha, Raymond E. Cobb Jr., M. Kathryn McCartha-Powers, jointly or severally

in the City of Columbia, State of South Carolina, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed **Ten Million** Dollars (**$10,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

> **"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."**

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 26th day of May, 2016.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 26th day of May, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler — Notary Public

"OFFICIAL SEAL"
JACQUELINE M. BOCKLER
COMMISSION EXPIRES 01/14/18
NOTARY PUBLIC STATE OF ILLINOIS

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 10th day of November, 2016.

RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis — Vice President

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 IPW Construction Group, LLC_____
(Name of Contractor)

doing business as Corporation_____,
(an Individual), (a Partnership), or (a Corporation)

of the City of North Charleston__, County of Charleston__, and

State of South Carolina_____, hereinafter called "CONTRACTOR."

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

1. The CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:
CROSS CREEK DITCH MAINTENANCE 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 30 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

   $70,005.00_____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 furnished by The City of Charleston and listed in the Supplemental Conditions

5.18 Addenda

No._____ Dated _____

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)

IPW Construction Group, LLC
(CONTRACTOR)

By:_____

Cyrus D. Sinor

Member - Manager
(Title)

(SEAL)

7623 Dorchester Rd, N. Charleston, SC 29418
(Address)

ATTEST:

_____
(Secretary)

Kerine Borrillo
(Witness)

(End of Section 01210)

IPWCO-1 OP ID: NS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Commonwealth - Brown & Brown
7515 Northside Dr. Suite 150
North Charleston, SC 29420
Alicia Maxie

CONTACT NAME: Alicia Maxie
PHONE (A/C, No, Ext): 843-572-4567 FAX (A/C, No): 843-572-4547
E-MAIL ADDRESS: amaxie@cbbins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : BITCO	20095
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
IPW Construction Group LLC
P.O. Box 40968
Charleston, SC 29423

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			CLP3638622B	06/01/2016	06/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CAP3638623B	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP2810124B	06/01/2016	06/01/2017	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCP3638623	08/01/2016	08/01/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Equipment			CLP3638622B	06/01/2016	06/01/2017	Rented/ Leased	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CROSS CREEK DITCH MAINTENANCE PROJECT

CERTIFICATE HOLDER

CITY-03

The City of Charleston
2 George Street, Suite 2100
Charleston, SC 29401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Alicia Maxie

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DUPLICATE ORIGINAL

Bond Number: RCB0003707

Cross Creek Ditch Maintenance Project

SECTION 01212 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

IPW Construction Group, LLC
(Name of Contractor)

7623 Dorchester Road, North Charleston, SC 29418
(Address of Contractor)

a Corporation, hereinafter called Principal and
(Corporation, Partnership, or Individual)

RLI Insurance Company
(Name of Surety)

9025 N. Lindbergh Drive, Peoria, IL 61615
(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 Seventy Thousand, Five and 00/100***

Dollars, ($ 70,005.00***) 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:

CROSS CREEK DITCH MAINTENANCE 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) Secretary (SEAL)

IPW Construction Group, LLC
Principal

By: Cyrus D. Sinor (S)

7623 Dorchester Road
Address

North Charleston, SC 29418

Witness as to Principal

7623 Dorchester Rd.
Address

N. Charleston, SC 29418

ATTEST:

(Surety) Secretary Kathryn McCartha-Powers

(SEAL)

Witness as to Surety C. Wayne McCartha

1407 Calhoun Street
Address

Columbia, South Carolina 29201

RLI Insurance Company
Surety

By: Attorney-in-Fact Raymond E. Cobb, Jr.

9025 N. Lindbergh Drive
Address

Peoria, IL 61615

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)

DUPLICATE ORIGINAL

Cross Creek Ditch Maintenance Project

Bond Number: RCB0003707

SECTION 01214 PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

IPW Construction Group, LLC
(Name of Contractor)

7623 Dorchester Road, North Charleston, South Carolina 29418
(Address of Contractor)

Corporation hereinafter called Principal, and
(an Individual), (a Partnership), or (a Corporation)

RLI Insurance Company
(Name of Surety)

9025 N. Lindbergh Drive, Peoria, IL 61615
(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 Seventy Thousand, Five and 00/100***

_____Dollars, $(70,005.00***) 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:

CROSS CREEK DITCH MAINTENANCE 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.

Cross Creek Ditch Maintenance Project

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)

IPW Construction Group, LLC
Principal

By: Cyrus D. Sinor (S)

7623 Dorchester Road
Address

North Charleston, SC 29418

Witness as to Principal

7623 Dorchester Rd.
Address

N. Charleston, SC 29418

ATTEST:

(Surety) Secretary Kathryn McCartha-Powers

(SEAL)

Witness as to Surety C. Wayne McCartha

1407 Calhoun Street
Address

Columbia, SC 29201

RLI Insurance Company
Surety

By: Attorney-in-Fact Raymond E. Cobb, Jr.

9025 N. Lindbergh Drive
Address

Peoria, IL 61615

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)

RLI® cbic an RLI Company
9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

DUPLICATE ORIGINAL

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

C. Wayne McCartha, Raymond E. Cobb Jr., M. Kathryn McCartha-Powers, jointly or severally

in the City of Columbia, State of South Carolina, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed **Ten Million** Dollars (**$10,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

> **"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."**

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 26th day of May, 2016.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 26th day of May, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler — Notary Public

"OFFICIAL SEAL"
JACQUELINE M. BOCKLER
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 01/14/18

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of _____, _____.

RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis — Vice President

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: **CROSS CREEK DITCH MAINTENANCE 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 30 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 Frank Newham at newhamj@charleston-sc.gov.

2.3 ENGINEER'S AUTHORITY: The Engineer will be the Owner's representative during the construction period and he will observe the work in progress on behalf of the Owner. The Engineer will have the authority to act on behalf of the Owner in the following matters consistent with Owner's rights and obligations as set forth in these Contract Documents:

2.3.1 Interpretation of Contract Documents.
2.3.2 Approval of samples and shop drawings.
2.3.3 Preparation of supplementary details and instructions.
2.3.4 Inspection and approval of construction work.
2.3.5 Preliminary approval of progress payment applications.

Any instructions the Engineer may issue the Contractor shall be adjudged an interpretation of the Contract requirements and not an act of supervision. The Engineer has no authority, nor accepts any responsibility, either direct or implied, to direct and superintend the construction operations.

The Contractor shall proceed without delay to perform the work as directed, instructed, determined, or decided by the Engineer and shall comply promptly with such directions, instructions, determinations, or decisions. If the Contractor has any objection thereto, he may require that any such direction, instruction, determination, or decision be put in writing and within 10 days after receipt of any such writing, he may file a written protest with the Owner stating clearly and in detail his objections, the reasons therefore, and the nature and amount of additional compensation, if any, to which he claims he will be entitled thereby. A copy of such protest shall be filed with the Engineer at the same time it is filed with the Owner. Unless the Contractor files such written protest with the Owner and Engineer within such 10 day period, he shall be deemed to have waived all grounds for protest of such direction, instruction, determination, or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instructions, determination, or decision as being fair, reasonable, and finally determinative of his obligations and rights under the Contract.

2.4 LIABILITY OF OWNER: No person, firm, or corporation, other than the Contractor, who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the Owner or any agent of the Owner and neither the Owner nor any agent of the Owner shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in

the final estimate shall operate as and shall be a full and complete release of the Owner and of every agent of the Owner of and from any and all claims, demands, damages, and liabilities of, by, or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the work or for or on account of any act or neglect of the Owner or of any agent of the Owner or of any other person, arising out of, relating to, or by reason of the work, except the claim against the Owner for the unpaid balance, if any there be, of the amounts retained as herein provided.

2.5 RIGHTS-OF-WAY AND SUSPENSION OF WORK: The Owner shall furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the Work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay or to withdraw from the contract except by consent of the Owner; but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

2.6 SURVEYS, PERMITS, AND REGULATIONS: The Owner will furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations, and cut sheets. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental Conditions. Encroachment permits, easements for permanent structures, and permits for permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Subsection 2.1 entitled *CHANGES IN THE WORK.*

2.7 LINES, GRADES, AND MEASUREMENTS: The Owner's Engineer will set sufficient base lines and elevations as shown on the Drawings for location of the Work. The Contractor shall employ a registered civil engineer, or land surveyor and shall require said Engineer to establish all lines, elevations, reference marks, batter boards, etc., needed by the Contractor during the progress of the work, and from time to time to verify such marks by instrument or other appropriate means.

The Owner's Engineer shall be permitted at all times to check the lines, elevations, reference marks, batter boards, etc., set by the Contractor, who shall correct any errors in lines, elevations, reference marks, batter boards, etc., disclosed by such check. Such check shall not be construed to be an approval of the Contractor's work and shall not

relieve or diminish in any way the responsibility of the Contractor for the accurate and satisfactory construction and completion of the work.

The Contractor shall make, check and be responsible for all measurements and dimensions necessary for the proper construction of, and the prevention of 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

   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 (2007 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
1 of 1	Cross Creek Drainage Ditch

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_____

11.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Jacob Lindsey **DEPT.** Planning

SUBJECT: WEST ASHLEY MASTER PLAN

REQUEST: Approval to establish a contract for the West Ashley Master Plan with Dover, Kohl Partners, 1571 Sunset Drive, Coral Gables, FL 33143. Solicitation #16-P026C.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** December 20, 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				
PPS	X			
Procurement Director	X			

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

If yes, provide the following: Dept./Div.: 415000 050310 Account #: 52204 $420,300 52204 78,500

Balance in Account * Amount needed for this item $498,800.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

* Budgeted in 2017

Mayor's Signature: John J. Tecklenburg, Mayor

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

Ranking-Sheet

West Ashley Master Plan RFP

Solicitation #: 16-P026C

November 2, 2016

Firm	Scores of Scorers								Total Score
Design Collective	4	2	3	4	4	2	4		23
Dover, Kohl & Partners	1	3	1	1	2	4	1		13
Goody Clancy	3	1	4	2	3	3	2		18
Urban Design Associates	2	4	2	3	1	1	3		16

Buyer — Date 11/2/16

Witness — Date 11/2/16

Score-Sheet

West Ashley Master Plan

Solicitation #16-P026C – Date: October 18, 2016

Firm	Scores of Scorers								Total Score
Design Collective	85	95	95	80	82	90	80		607
Dover, Kohl & Partners	90	90	95	92	89	97	80		633
Goody Clancy	100	80	90	80	84	95	85		614
Kimley Horn	45	45	75	40	73	73	65		416
Looney Ricks Kiss	50	45	60	40	80	60	65		400
Metrocology	65	60	82	60	76	79	75		497
NBBJLP	35	50	60	40	75	20	65		345
Stantec	60	85	80	40	86	76	75		502
TSW	55	65	90	80	66	96	75		527
TY Lin	50	45	60	40	69	16	65		345
Urban Design Associates	95	60	90	80	84	82	75		566

Buyer — Date: 10/27/16

Witness — Date: 10/18/16

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT BETWEEN THE CITY OF CHARLESTON AND DOVER, KOHL & PARTNERS FOR WEST ASHLEY MASTER PLAN

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

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

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish services and any necessary supplies and equipment for the West Ashley Master Plan in accordance with Solicitation #16-P026C. All attachments and exhibits, including Exhibits A, B, C, D and E listed below, shall be incorporated herein:

Exhibit A: Solicitation #16-P026C (the "Request for Proposal") to include Exhibits A-M
Exhibit B: Addenda to Solicitation, #1 and #2
Exhibit C: Insurance Requirements
Exhibit D: Contractor's Proposal, to include D1 and D2
Exhibit E: Contractor's Cost Proposal

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

2. The Contractor shall provide the goods and/or services as set forth and described in Exhibit A, Exhibit B and Exhibit D as approved by the City to this Agreement and specifically detailed in any Purchase/Work Orders, if any, as may be issued from time-to-time by the City.

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

4. The Contractor shall bill only for work according to Exhibit A, Exhibit B and Exhibit D as approved by the City and the proposed pricing for such work as shown in Exhibit E. No additional work shall be performed unless requested by the City Representative authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work. Any agreement between the parties shall be in writing and signed by both parties before the additional work begins.

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

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be for no more than an additional one (1) year period.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $498,800.00 (Four Hundred Ninety-Eight Thousand Eight Hundred Dollars and Zero Cents) be made in accordance with the Request for Proposal, Addenda to Solicitation and the Contractor(s)' Proposal Response and Cost Proposal, Exhibits A, B, D and E.

The services provided by the Contractor are divided into four (4) phases as set forth in Exhibit D2 and the Professional Fees are apportioned into four (4) phases as set forth in Exhibit E. In the event that milestones set forth in Exhibit D2 are not met, the City has the discretion to withhold payments until the Contractor has performed the required services. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

A. The Contractor hereby represents and acknowledges that it is capable of performing the work hereunder.

B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose.

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

§5. SUBCONTRACTORS

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

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

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

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

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

§6. INDEMNIFICATION

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

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

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

§7. INSURANCE REQUIREMENTS

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

§8. GRATUITIES AND KICKBACKS

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

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

§9. TERMINATION

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

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

§10. ASSIGNMENT

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

§11. NOTICES

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

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

To:
Dover, Kohl & Partners
Victor Dover, FAICP, LEED-AP, CNU-A
Founding Principal/Principal-in-Charge
1571 Sunset Drive
Coral Gables, FL 33143

With copies to:

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

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

§12. CHANGE ORDERS

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

§13. ENTIRE AGREEMENT

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

§14. GOVERNING LAWS

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

§15. LICENSE AND PERMITS

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

§16. PUBLICITY RELEASES

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

§17. INDEPENDENT CONTRACTOR

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

§18. SEVERABILITY

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

§19. WAIVER OF CONTRACTUAL RIGHTS

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

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

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

§21. BACKGROUND CHECK

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

§22. SC STATE AND LOCAL TAX

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

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

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

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

§23. DOCUMENTS AND RECORDS

The parties agree that the notes, plans, sketches, drafts, charts, diagrams and any other data prepared, furnished or obtained under this Agreement, will be the property of the City without restriction or limitation of their use.

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

WITNESS FOR THE CITY:

_____	_____
	John J. Tecklenburg
	Mayor
Date: _____	Date: _____

WITNESS FOR DOVER, KOHL & PARTNERS

Name CARLOS RIVAS

Date: 12/12/2016

Joseph Kohl, CNU-A
Founding Principal

Date: 12/12/2016

EXHIBIT A

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

Proposal Number: 16-P026C	**Proposals will be received until:** October 4, 2016 @ 12:00pm
Proposal Title: West Ashley Master Plan **Pre-Proposal Meeting:** September 1, 2016 @ 2:00pm, 2 George Street, Public Meeting Room, 1st Floor	
Mailing Date: August 19, 2016	**Direct Inquiries to:** Gary Cooper, Procurement Director
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**	

IMPORTANT

1. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

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

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

4. Questions regarding this solicitation must be submitted to Gary Cooper or Robin Barrett-Robinson in writing no later than 12:00pm on September 6, 2016. Questions may either be

faxed to 843-720-3872 or emailed to Gary Cooper, cooperg@charleston-sc.gov or Robin Barrett-Robinson @ robinsonr@charleston-sc.gov.

INSTRUCTIONS TO OFFERORS

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

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

2. Offerors must clearly mark as **"Confidential"** each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The agency reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

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

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

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

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

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

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

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

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

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

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

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

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

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

16. GRATUITIES AND KICKBACKS

    A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice,

investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

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

17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

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

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

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

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

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

18. COMPETITIVE PROCUREMENT

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

19. ADDENDA/CHANGES

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

Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

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

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

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

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

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

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

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

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

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

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

25. OTHER CONTRACTS
The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed

by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

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

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

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

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

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the

performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. OFFEROR'S QUALIFICATIONS

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

31. ASSIGNMENT

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

32. SUBCONTACTORS

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

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

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

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

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

33. SUSPENSION OF WORK

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

34. TERMINATION

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

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

35. MATERIAL AND WORKMANSHIP: WARRANTIES AND REPRESENTATIONS

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

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

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

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or

regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

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

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

38. GOVERNING/CONTROLLING LAW

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

39. STATE AND LOCAL TAXES

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

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

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

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

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

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

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

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

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

45. SUBMITTING CONFIDENTIAL INFORMATION
(August 2002): (An overview is available at www.state.sc.us/mmo/legal/foia.htm) For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the word "CONFIDENTIAL" on every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the word "PROTECTED" on every page, or portion thereof, that Offeror contends is protected by

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

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

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

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

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

50. DISCUSSION/NEGOTIATION:

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

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

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

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

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

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

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

57. ARBITRATION

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

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

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

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

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

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

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

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

65. CONTRACT TERMS
The initial term of the contract is for a period of six (6) months from the date of award. The City reserves the right to extend the contract as it is in the best interest of the City.

NO PROPOSAL RESPONSE FORM

Proposal Number: 16-P026C	**Proposals will be received until:** October 4, 2016 @ 12:00pm
Proposal Title: West Ashley Master Plan **Pre-Proposal Meeting:** September 1, 2016 @ 2:00pm, 2 George Street, Public Meeting Room, 1st Floor	
Mailing Date: August 19, 2016	**Direct Inquiries to:** Gary Cooper, Procurement Director
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**	

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

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

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

Comments: _____

Proposal Number: 16-P026C	**Proposals will be received until:** October 4, 2016 @ 12:00pm
Proposal Title: West Ashley Master Plan **Pre-Proposal Meeting:** September 1, 2016 @ 2:00pm, 2 George Street, Public Meeting Room, 1st Floor	
Mailing Date: August 19, 2016	**Direct Inquiries to:** Gary Cooper, Procurement Director

CERTIFICATE OF FAMILIARITY

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

Company Name As registered with the IRS	Authorized Signature
Correspondence Address	Printed Name
City, State, Zip	Title
Email	Telephone Number/Toll Free Also (If Available)
Remittance Address	Fax Number
City, State, Zip	Date

Federal Tax ID (FEIN)/SS Number SC Sales Tax Number

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

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

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

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

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

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

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

COMPLIANCE REQUIREMENTS:

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

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

AND

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

OR

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

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

Name of Company: _____

Signature _____ Date _____

Print Name _____ Title _____

Witness _____

AFFIDAVIT A

Page 1 of 2

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

Affidavit of _____
(Name of Bidder)

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

- o 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***
- o 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- o 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- o 5. Attended any pre-solicitation meetings scheduled by the City.
- o 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- o 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***
- o 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- o 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- o 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- o 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

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

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

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

Title: _____

AFFIDAVIT A

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

(Use as many sheets as necessary)

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

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

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

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

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

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____

Title:_____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

AFFIDAVIT B

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

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

_____, Total Project Amount $_____
(Project Name)

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

(Attach additional sheets if needed)

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

Total MBE Participation: _____% $ _____

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

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

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

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

Signature:_____

Title:_____

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

_____

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

Print Name:_____

Phone Number:_____

Address: _____

AFFIDAVIT C

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

Affidavit of _____
(Name of Bidder)

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

_____ contract.
(Name of Project)

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

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

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

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

Signature:_____

Title:_____

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

Notary Seal:

GENERAL INFORMATION

The City of Charleston, South Carolina is seeking consultants or consultant teams to develop a comprehensive master plan for the suburban district of the City of Charleston known as West Ashley (Exhibit A). The Master Plan will be used as a guide for establishing policies and priorities for coordinated development/redevelopment, land use planning, and budgetary preparation. It should include policy statements, goals, objectives, guidelines, maps and graphics that can serve as a foundation for future land use decisions. It should serve as both a guide and the impetus for an anticipated update to the City's Zoning, Land Use, and Development Ordinances. The plan should provide strategies and goals to encourage economic development, quality residential and commercial growth, revitalization of obsolete auto-centric commercial areas, and general improvements for the protection of the quality of life for West Ashley's residents and businesses. At last, the West Ashley Master Plan should coordinate City policies at all scales using the same overall principles so that the plan can operate cohesively and guide the efforts of the City's many stakeholders and decision makers at every level.

There will be a Non-Mandatory Pre-Proposal Meeting at 2:00pm on September 1, 2016. It will be held at 2 George Street, Public Meeting Room, 1st Floor.

PROCUREMENT PROCESS

The RFP ***(Request for Proposal)*** is **not a bid.** In the event the City elects to negotiate a contract with the successful Vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

QUESTIONS

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Gary Cooper or Robin Barrett-Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: cooperg@charleston-sc.gov or robinsonr@charleston-sc.gov.** ***Written Questions may also be faxed to: 843-720-3872. All questions must be received before 12:00pm on September 6, 2016.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

ORAL STATEMENTS

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

NON-ENDORSEMENT

If a Proposal is accepted, the successful Offeror shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City's endorsement of the successful Offeror's product or services.

PROPRIETARY INFORMATION

If an Offeror does not desire proprietary information in the Proposal to be disclosed, the Offeror shall identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" or "Confidential" on which such proprietary information is found. If the Offeror fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon request through the Freedom of Information Act.

UNAUTHORIZED COMMUNICATIONS

Respondents' contact regarding this RFP with employees or officials of the City of Charleston will result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP. The only authorized contacts for this procurement are any designated Procurement staff.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE

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

DISQUALIFICATION OF OFFERORS

Offerors may be disqualified for any of the following reasons:

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

CONTRACT NEGOTIATIONS

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

VENDOR'S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS

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

PROPOSAL PREPARATION

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

RECEIPT OF PROPOSALS

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt ***(October 4, 2016 @ 12:00pm)*** of their proposal by the City. Proposals received after the scheduled due date and time will not be considered.

NUMBER OF PROPOSALS SUBMITTED

Each Vendor must **submit one (1) unbound Original and fifteen (15) bound copies of the Proposal are required for submission, plus one (1) electronic copy (CD or flash drive).** Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note **"Original"** on the original proposal.

RESPONSE FORMAT AND ORGANIZATION

To assure similarity in proposal presentation and allow the evaluation team to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below. It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement and every question. Non-responsive or incomplete answers to information requests and/or City requirements may lead to disqualification of the Offeror's submittal.

COMPLETION OF REPONSES

Only information presented in the Proposal will be used to evaluate the software that best fits the needs of the City.

Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

PROPOSAL FORMAT

Proposals are to be prepared in a manner designed to provide the City with a straightforward presentation of the Offeror's capability to satisfy the requirements of this RFP. All copies shall be bound in a single volume (***single sided only***) and all documentation submitted with the proposal should be bound in that single volume, where practical.

a) Proposals should be clearly marked **"16-P026C – West Ashley Master Plan"**
b) **All pricing information should be in a separate envelope clearly marked "Cost Proposal".**
c) Everything (Proposals and Cost Proposals) is to be placed in one envelope/box/package clearly marked **"16-P026C – West Ashley Master Plan"**.
d) **Proposals must be submitted by mail or hand delivered to Gary Cooper, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401, ATTN: 16-P026C.**
e) Proposals **must be received** in the City's Procurement Office **no later than 12:00pm on October 4, 2016. Late proposals will not be accepted.**
f) No more than one proposal may be submitted by any Vendor.
g) The proposal must be signed by an official authorized to contractually bind the Vendor.
h) All forms from this RFP requiring signature must be included in the proposal.

PROPOSAL EVALUATION PROCESS

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this request for competitive sealed proposal as defined in this section.

An Evaluation and Selection Committee will be established to evaluate the Proposals and select a proposal which represents the best value to the City. The Evaluation and Selection Committee will be comprised of City personnel and any other persons as designated by the City. This Committee will determine the responsiveness and acceptability of each proposal. The Evaluation and Selection Committee may request additional information from Offerors.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified as either reasonably qualified or unqualified. A Proposal will be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted Offerors will be invited to present their Proposal to the Evaluation and Selection Committee.

The City may issue a request for clarification to the shortlisted firms requesting additional information or clarifications. This request will also invite each of the Offerors to give a formal presentation to the Evaluation and Selection Committee and outline the format of the presentation.

The purpose of the presentations will be to allow Offerors to further present their proposal and allow members of the Evaluation and Selection Committee to ask questions of the proposed project team.

PROPOSAL EVALUATION CRITERIA FACTORS

The following weighted criteria will be used to evaluate the Proposals for purposes of selecting the Offeror(s) to negotiate with or to shortlist.

Criteria Factors

- **Qualification in Relation to Specific Project to be Performed** – Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, should be listed with information on their organization.

- **Experience, Competence, and Capacity for Performance** – Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project. Provide detailed breakdown of subcontractor's staff to be used and how they are to be used to supplement your staff.

- **Proposed Method of Doing Work** – A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope you wish to present) indicating methods and schedules for accomplishing each phase of work. Include with this the amount of work presently underway.

- **Past Performance** – Previous evaluations will be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom we can contact for information.

It is the Offeror's responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP.

References

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

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Preface: West Ashley

A Better Life, Every Generation

The City of Charleston has the goal of completing a master plan for West Ashley. West Ashley is the first-ring suburb of Charleston situated on the west side of the Ashley River across from the downtown peninsula (Exhibit A). Historically, West Ashley is the 1670 founding site of Charles Towne and of the state of South Carolina. For almost 300 years, West Ashley was a farming community and the historic plantations still line a portion of the Ashley River. The area of West Ashley closest to the Charleston peninsula contains early twentieth-century and post-World War II residential neighborhoods and a historic freedman's settlement.

From the 1970's-1990's West Ashley experienced tremendous residential and commercial growth as the area became more accessible through an interstate highway extension and other infrastructure improvements. Today, conventional suburban development occupies most of West Ashley. West Ashley's most successful commercial areas are recently revitalized 1950's era retail districts that include local restaurants and design oriented businesses. Conversely, other commercial areas include outdated and underutilized strip centers, vacant or underperforming big boxes, and a declining regional mall. Key commercial corridors are inconsistent in quality, appearance and function.

Looking forward, West Ashley's future is promising. West Ashley lives better than it presents and has great neighborhoods and parks that are attracting a growing residential population. Residents are purchasing homes and making substantial investments in renovations. Older retail centers have many tenant terms coming to an end which provides opportunity for redevelopment. Furthermore, the City of Charleston has a renewed focus on West Ashley. Leading this charge with new initiatives, plans and staffing is new Mayor John Tecklenburg.

West Ashley Population Statistics (Census 2010, ESRI Business Analyst):

- Area: Approx. 45 square miles
- 2015 Population for all of West Ashley (City + PSD): 73,007 (60,878 in the City, which is approximately 45% of City of Charleston total population)
- Households: 33,219
- Families: 18,715
- Owner Occupied Housing Units: 18,718
- Renter Occupied Housing Units: 14,501
- Median Age: 37.8
- Median Household Income: $52,709

Residential Building Permits Issued in 2015 (single-family + multi-family): 518 (http://www.charleston-sc.gov/DocumentCenter/View/10359_

A. Purpose

The City of Charleston, South Carolina is seeking consultants or consultant teams to develop a comprehensive master plan for the suburban district of the City of Charleston known as West Ashley (Exhibit A). The Master Plan will be used as a guide for establishing policies and priorities for coordinated development/redevelopment, land use planning, and budgetary preparation. It should include policy statements, goals, objectives, guidelines, maps and graphics that can serve as a foundation for future land use decisions. It should serve as both a guide and the impetus for an anticipated update to

the City's Zoning, Land Use, and Development Ordinances. The plan should provide strategies and goals to encourage economic development, quality residential and commercial growth, revitalization of obsolete auto-centric commercial areas, and general improvements for the protection of the quality of life for West Ashley's residents and businesses. At last, the West Ashley Master Plan should coordinate City policies at all scales using the same overall principles so that the plan can operate cohesively and guide the efforts of the City's many stakeholders and decision makers at every level.

B. Scope of Work

The West Ashley Master Plan should provide the basis for West Ashley's regulations and policies that guide its physical and economic development. The West Ashley Master Plan should establish priorities for public action and direction for complementary private decisions. The West Ashley Master Plan should contain illustrative plans, diagrams, maps, and pictures to make its concepts clear and accessible to City officials, residents, developers, community groups, and other stakeholders. The West Ashley Master Plan should provide a flexible framework that can be updated, revised, and improved upon over time to stay relevant to the issues the City must confront as well as the ambitions the City chooses to pursue.

This plan should serve as a tool to evaluate new development proposals and direct capital improvements and to guide public policy in a manner that ensures that West Ashley continues to be the community that its citizens desire it to be. The plan should be divided into elements that include goals and policies that set broad policy directions and identify specific actions that will enhance West Ashley's quality of life, respect its natural environs, and support complementary economic growth and development.

Structure of the Master Plan

Each element of the plan should contain, but not be limited to the following sections:

- *Current Conditions*: A discussion of existing circumstances about both the physical City and current City policy;
- *Community Concerns*: Consensus concerns expressed by community members as part of the public involvement process of meetings, charrettes, and interviews that were conducted early in the planning process;
- *Strategies for Addressing Community Concerns*: Policy discussions and recommendations with illustrative plans and renderings that articulate strategies to be accomplished through City actions and partnerships among local governmental agencies, private sector businesses, community organizations, and neighborhood residents; and
- *Goals and Policies*: Each goal summarizes the desired end-state for a particular subject based on the community's vision. Policies identify implementation actions and the principles that form the basis for City regulations and procedures and for desired actions by the greater community.

Overall Goals of the Master Plan

Through the charrette process and meetings with public officials, the West Ashley Master Plan should establish, but not be limited to the following guiding principles:

- Regional Land Use Patterns: Encourage infill development within West Ashley over peripheral expansion to conserve environmental resources, spur economic investment,

repair social fabric, reduce the cost of providing infrastructure and services, and reclaim abandoned areas;

- Urban Design: Incentivize development projects of exemplary location and design throughout West Ashley via catalytic small area plans;

- The Retrofit of Suburbia: Implementation strategies should be focused on the various scales of retrofitting suburbia;

- Market Driven Recommendations: The plan should assess current market conditions and existing stakeholders and provide development options for sites identified as opportunities. The plan should also identify ways to jump-start private sector development investment through the development of incentives that should maximize return on public investment.

- Transportation: West Ashley should be connected through meaningful travel options and land-use patterns that support mobility, walkability, livability, and sustainability.

- Public Facilities: Provide community services and facilities that meet the physical, educational, and recreational needs of all segments of the City's community including those associated with drainage, recreational, parks, open space, and public safety.

- Housing: To provide housing in West Ashley through complete, connected neighborhoods containing quality, affordable, and accessible choices to serve all income levels and age groups.

- Economic Development: Build a foundation for economic prosperity that nurtures an atmosphere of innovation, increases quality of life to attract national and international talent, offers high-quality infrastructure, improves education and workforce development, and increases tourism.

- Health: Improve the overall physical and mental health of West Ashley citizens by increasing the quality of life in the region.

- Sustainability: Secure the viability of environmental resources for West Ashley's people, flora, and fauna so that future generations may experience a constantly improving environment that is always more resilient than that of the previous generation.

- Stormwater: Provide innovative and sustainable strategies for addressing complex stormwater drainage systems including but not limited to stormwater strategies involved in the retrofit of suburbia.

Plan Implementation

This Master Plan is intended to play a pivotal role in shaping the future of West Ashley. A comprehensive implementation strategy should include, but not be limited to the following:

- Annual Work Programs and Budgets: The City of Charleston should be cognizant of the recommendations of the West Ashley Master Plan when preparing annual work programs and budgets;

- Development Approvals: The approvals process for development proposals, including rezoning and subdivision plats, should be a central means of implementing the West Ashley Master Plan. The zoning regulations and the subdivision regulations should be updated in response to regulatory strategies presented in the West Ashley Master Plan;

- Capital Improvement Plans: The City's capital improvement plans (CIP) and long-range utility, and transportation plans should be prepared consistent with the West Ashley Master Plan's land use policies and infrastructure recommendations (water, sewer, stormwater, transportation, and parks/recreation);

- Economic Incentives: Economic incentives should carry out Master Plan goals and policies. Geographic areas identified by the illustrative plans should have high priorities for incentives and public/private partnerships; and

- Private Development Decisions: Property owners and developers should consider the strategies and recommendations of the Master Plan in their own land planning and investment decisions. Public decision-makers will be using the Master Plan as a guide in their development-related deliberations.

C. Community Involvement

Community involvement is key to a successful plan. Submitting firms should provide a methodology for community participation that allows for the active involvement of City Council, the local business community, and the citizens of West Ashley. The consultant should plan to utilize local television stations and social media to disseminate information to the public. The City of Charleston will provide coordination of meetings and a staff contact for the duration of the project.

D. Schedule

Submittals should include a proposed schedule for the project. The City would prefer that the project be completed within six (6) months of the approval of the contract for the project.

E. Preliminary Project Timetable

- August 19, 2016: West Ashley Master Plan RFQ Issued
- September 1, 2016, 2:00 PM: West Ashley Master Plan Pre-Proposal Conference at the City of Charleston, 2 George Street, Public Meeting Room, 1st Floor, Charleston, SC 29401.
- September 6, 2016, 12:00 PM: West Ashley Master Plan Pre-Proposal Questions Due
- September 13, 2016: Responses to Pre-Proposal Questions Released
- October 4, 2016, 12:00 PM: West Ashley Master Plan RFQ Submittals Due
- October 31 - November 4, 2016: West Ashley Master Plan Short-List Interviews to be held at the City of Charleston offices. Specific date and location to be determined.
- December 6, 2016: West Ashley Master Plan Contract Awarded
- January 2017: West Ashley Master Plan Process Commences
- June 2017: West Ashley Master Plan Presented to City Council for Adoption

F. Proposal Evaluation Factors

The following evaluation criteria will be utilized when reviewing West Ashley Master Plan proposals:

1) *Qualifications in Relation to Specific Project to be Performed*: Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, should be listed with information on their organization.

2) *Experience, Competence, and Capacity for Performance*: Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project. Provide detailed breakdown of subcontractor's staff to be used and how they are to be used to supplement your staff.

3) *Proposed Method of Doing Work*: A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope you wish to present) indicating methods and schedules for accomplishing each phase of work. Include with this the amount of work presently underway.

4) *Past Performance*: Previous evaluations will be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom we can contact for information.

G. Proposal Submittal Requirements

Prospective consultants should submit one (1) unbound original, fifteen (15) bound copies and one electronic version of the proposal (Flash Drive or CD). Proposals should include the following information:

- The name, address, phone, fax, and email address of a contact person from the submitting firm.
- A proposed scope of services for the West Ashley Master Plan.
- A community involvement methodology.
- A staffing plan that identifies the individuals involved in the effort along with their experience and resumes. The staffing plan should identify who the project manager will be along with any team structure for multiple firms submitting.
- Proposed project schedule.
- Similar project experience and results related to: (1) the retrofit of suburbia, (2) physical master planning, and (3) community involvement.
- Qualifications of team members.
- A minimum of five references from clients with completed similar projects. Any other supporting documentation.
- Proposed budget to create the West Ashley Master Plan, which should be provided separately in a sealed envelope.
- All pages from the RFP that required information being filled in.

Exhibit A
Map of West Ashley

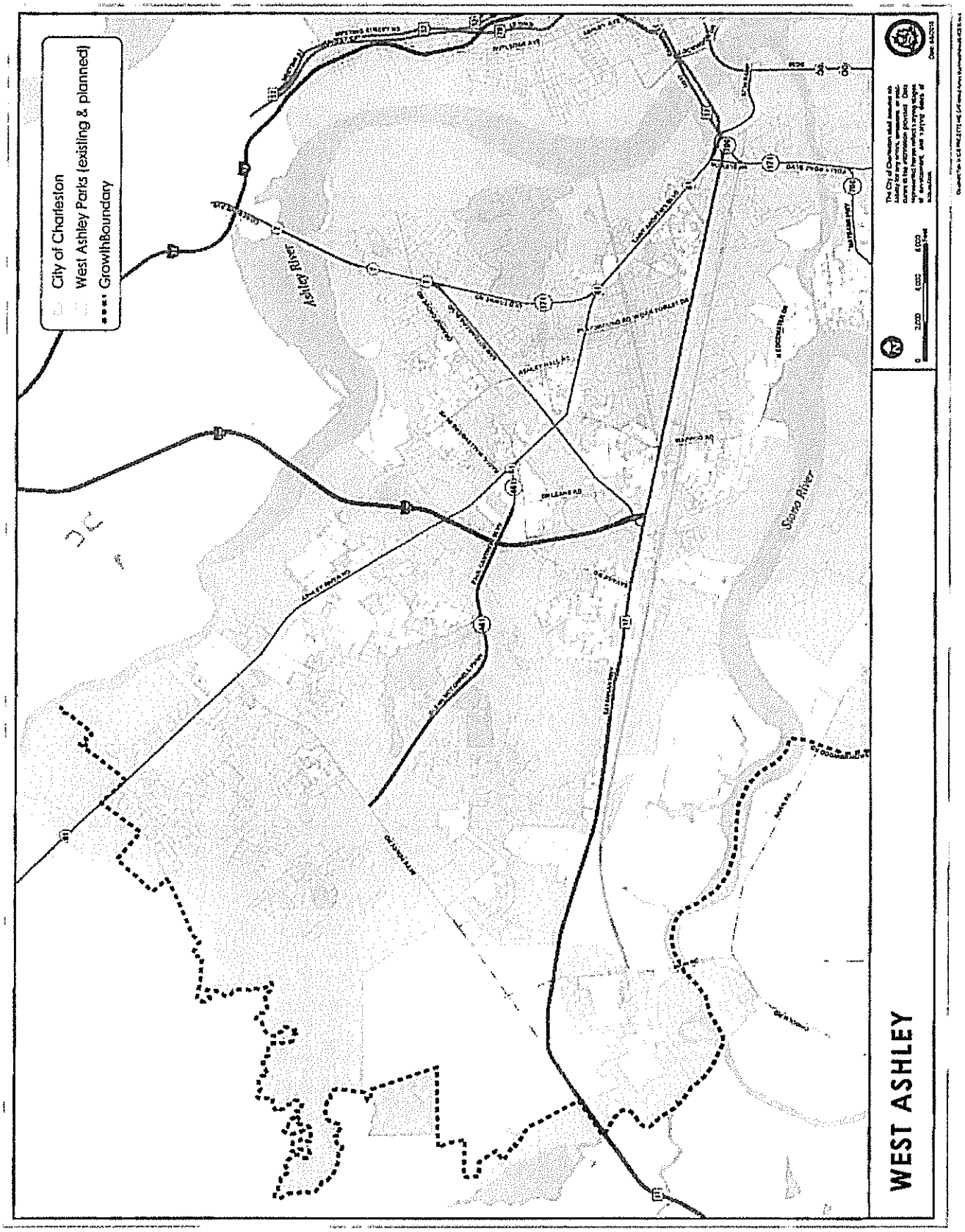

Exhibit B
West Ashley Maps (Zoning, Council Districts, Parks)
Available at www.charleston-sc.gov/westashley

Exhibit C
2016 West Ashley Initiatives
Available at www.charleston-sc.gov/westashley

Exhibit D
West Ashley Revitalization Plan & TIF
Available at www.charleston-sc.gov/westashley

Exhibit E
Dupont | Wappoo Planning Area
Available at www.charleston-sc.gov/westashley

Exhibit F
West Ashley Legare Bridge Bike & Pedestrian Lane (White Paper)
Available at www.charleston-sc.gov/westashley

Exhibit G
West Ashley Retail Report
Available at www.charleston-sc.gov/westashley

Exhibit H
City of Charleston Design Division 2014 Report: Sam Rittenberg
Available at www.charleston-sc.gov/westashley

Exhibit I
City of Charleston Design Division 2014 Report: Citadel Mall
Available at www.charleston-sc.gov/westashley

Exhibit J
West Ashley Strategic Plan (2014)
Available at www.charleston-sc.gov/westashley

Exhibit K
West Ashley Economic Development Study (2013)
Available at www.charleston-sc.gov/westashley

Exhibit L
West Ashley Greenway Plan (2009)
Available at www.charleston-sc.gov/westashley

Exhibit M
Old Charles Towne District Charrette (2000)
Available at www.charleston-sc.gov/westashley

Vendor's Checklist

1. Did you provide required information and sign the front page of the solicitation?
   ____ Yes ____ No

2. Did you sign the Certificate of Familiarity form?
   ____ Yes ____ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   ____ Yes ____ No

4. Did you sign the applicable Affidavit?
   ____ Yes ____ No

5. Did you mark your "Original" Bid and provide the required # of copies?
   ____ Yes ____ No

6. Did you complete and include all pricing sheets?
   ____ Yes ____ No

7. Did you include the required references?
   ____ Yes ____ No

8. Did you provide a copy of insurance and all other documentation requested?
   ____ Yes ____ No

9. Did you include and sign any addenda?
   ____ Yes ____ No

10. Did you double check to make sure you have included everything that is requested?
    ____ Yes ____ No

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

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

EXHIBIT B

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

Addendum #1

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

Date: August 29, 2016
To: All Offerors
From: Robin B. Robinson, Senior Buyer
Subject: Solicitation #16-P026C – West Ashley Master Plan RFP

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

1. The Insurance Requirements were inadvertently omitted from the solicitation document. Please insert the attached.

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

_____ _____
Offeror Title

_____ _____
Authorized Representative Date

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

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

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

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

Required certificates should be mailed to:

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

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

Addendum #2 – Q&A

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

Date: September 13, 2016
To: All Offerors
From: Robin B. Robinson, Senior Buyer
Subject: Solicitation #16-P026C – West Ashley Master Plan RFP

This Addendum No. 2 modifies the solicitation only in the manner and to the extent as stated herein.

Q-1 Can you please publish the list of attendees for the September 1, 2016 West Ashley Master Plan Pre-Proposal meeting?

A-1 The document will be put on our website.

Q-2 Have you established a budget or budget range for this project?

A-2 Charleston City Council approved $350,000 in FY 2016 for this master planning effort. Based upon the response to this RFP, the City of Charleston is prepared to budget additional monies in 2017 to cover the cost of this important planning initiative.

Q-3 Can you share the names of the selection committee?

A-3 The selection committee names will not be provided.

Q-4 Are we permitted to have discussions with members of the selection committee or other staff members of does all communications need to go through purchasing?

A-4 All questions/discussions have to go through Procurement during the selection process.

Q-5 What extent of up-to-date multi-modal transportation analysis will be available as background information to support this study? Are there any particular gaps in transportation analysis or strategy that should be addressed as part of the West Ashley Master Plan scope?

A-5 Multi-modal transportation analysis and recommendations for improvements must take into consideration how West Ashley fits into the larger regional model. Transportation component should take into consideration how the City can make better/smarter decisions regarding transportation investments and what those investments will do for the Charleston community in terms of land use, place creation, mobility and the redevelopment of specific areas in West Ashley.

The following resources will be made available for review by the consultant:

- Council of Governments Regional Transportation Plan
- CHATS Studies and Plans
- Charleston County Transportation Sales Tax Plans and Projects
- T. Allen Legare Bridge Bicycle and Pedestrian Lane Study
- CARTA Studies

Additionally, the following links may be useful:

- Charleston County Transportation Committee, CTC Transportation Plan: http://www.charlestonctc.org/
- Charleston County Transportation Development, Sales Tax Projects: http://roads.charlestoncounty.org/index.php#&panel1-4
- Berkeley-Charleston-Dorchester Council of Governments Transportation Planning: http://bcdcog.com/transportation-planning/
- South Carolina Department of Transportation Annual Traffic Counts: http://www.dot.state.sc.us/getting/annualTraffic.aspx
- Charleston County 2016 Sales Tax Referendum, transportation related projects: http://www.charlestoncounty.org/departments/county-council/index.php
- Mark Clark Expressway (1-526) http://www.charlestoncounty.org/departments/county-council/projects.php#I526 and http://www.dot.state.sc.us/MCE/documents.shtml .

Q-6 What extent of up-to-date stormwater management analysis will be available as background information to support this study? Are there any particular gaps in stormwater analysis or strategy that should be addressed as part of the West Ashley Master Plan?

A-6 The following resources will be made available for review by the consultant:

- Master Drainage and Floodplain Management Plan (mid 1980's)
- Ardmore Drainage Improvement Project (completed)
- Church Creek Drainage Basin Study and Improvement Projects (completed and under further study)

- Byrnes Downs Drainage Improvement Project (completed)
- Forest Acres Drainage Improvement Project (to commence Fall 2016)
- Dupont Wappoo Drainage Study (to commence Fall 2016/Winter 2017)
- Numerous small projects throughout West Ashley have been completed and many more are in the pipeline.

Q-7 What types of community engagement have been most successful in the past? Unsuccessful?

A-7 Successful strategies that have been utilized in the past include a combination of multi-day public charrette process, public workshops, public surveys, social media and website outreach. With certain projects, it has been helpful to have community engagement opportunities in multiple locations. Successful community engagement understands the multi-dimensional audience and how best to engage that audience. Unsuccessful efforts are largely due to the inability to identify and communicate with the targeted audience.

Q-8 What databases will be made available for land use, transportation, demographic, stormwater and economic research?

A-8 City of Charleston GIS maps are available at http://www.charleston-sc.gov/index.aspx?nid=273. GIS data layers for land use, zoning, transportation, stormwater, etc. will be made available to the consultant.

Average daily traffic counts in the West Ashley area are available from the Berkeley-Charleston-Dorchester Council of Governments http://bcdcog.com/2014-traffic-count-documents-maps/ and the South Carolina Department of Transportation http://www.scdot.org/getting/annualTraffic.aspx.

A list of completed and planned (funded) transportation improvement projects are available from the Charleston County Transportation Committee http://www.charlestonctc.org/projects.php and the Charleston County Transportation Development, Sales Tax Projects http://roads.charlestoncounty.org/index.php#&panel1-4

Demographic information for West Ashley is now available at www.charleston-sc.gov/westashley .

Stormwater project data referenced in A-6 will be made available to the consultant.

Economic research conducted in 2013 for West Ashley is available at: http://www.charleston-sc.gov/index.aspx?NID=1496; additional research gathered will be made available to the consultant.

A list of West Ashley related real estate purchases and a capital project (completed, ongoing and future) will soon be available at www.charleston-sc.gov/westashley. Additional information (details, cost, etc.) regarding these projects will be provided to the consultant.

Q-9 What level of city staff will be assigned to this project for in-house support?

A-9 In addition to a project manager that will be assigned from City staff, it can be anticipated that staff from all City departments will be accessible for support, guidance and information sharing.

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

Offeror	Title
Authorized Representative	Date

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

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

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

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

Required certificates should be mailed to:

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

EXHIBIT D 1

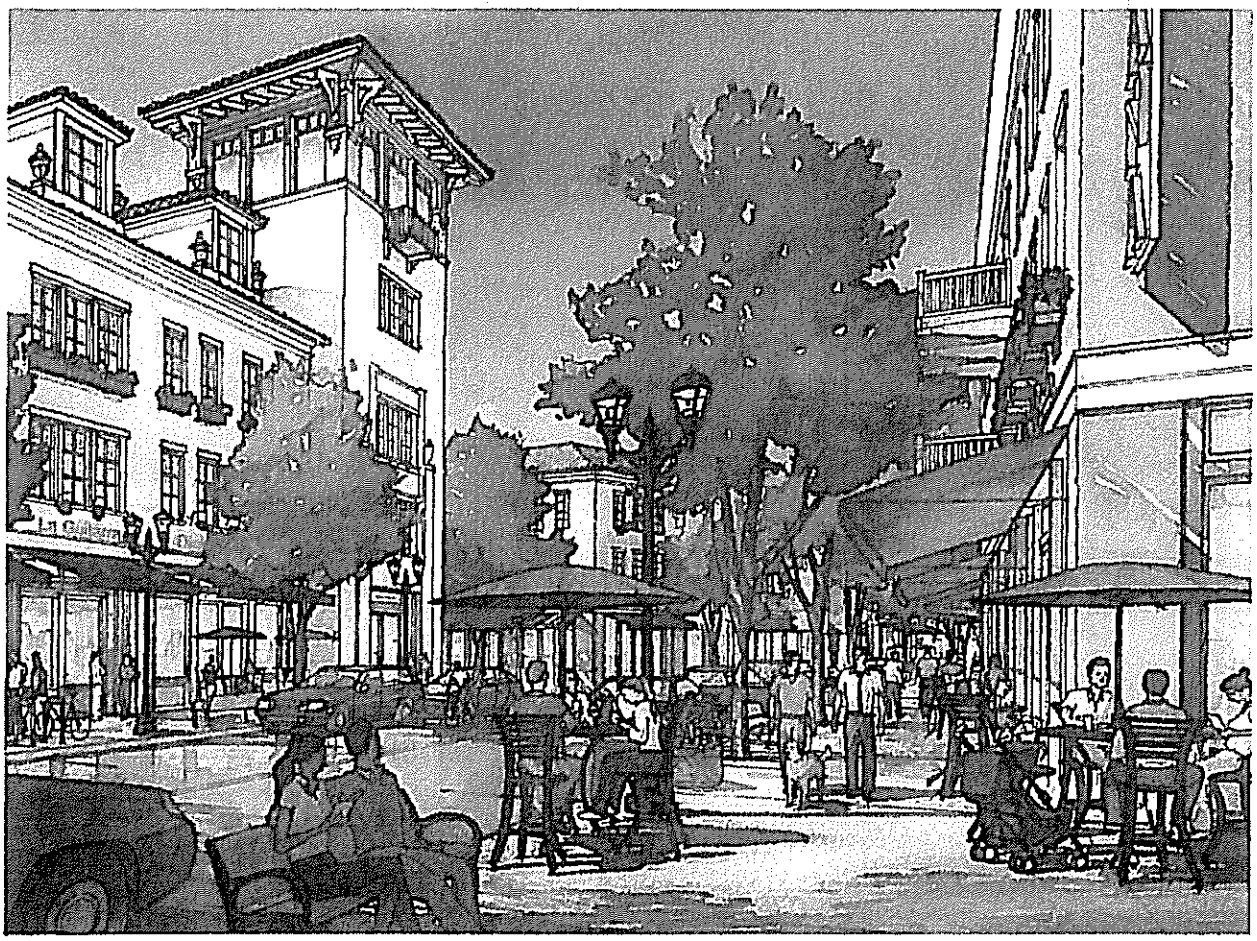
DOVER, KOHL & PARTNERS PROPOSAL

WEST ASHLEY MASTER PLAN

City of Charleston, SC

REQUEST FOR PROPOSAL #16-P026C

OCTOBER 4, 2016



DOVER, KOHL & PARTNERS
town planning

DOVER, KOHL & PARTNERS
town planning

October 4, 2016

Attn: Gary Cooper
City of Charleston, Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

RE: RFP#16-P026C • WEST ASHLEY MASTER PLAN

Dear Members of the Selection Committee:

Thank you for the opportunity to respond to your Request for Proposals. This undertaking will define the West Ashley district for generations, and is a historic moment in the making for Charleston; we're eager to contribute to its success.

Our firm was founded on two ideas. First is that the details of urban design are the key to growing a city people love. Second, genuinely meaningful public participation is essential to creating good plans and moving them forward. We predict the plan for West Ashley won't just be about defining a concept the City and citizen stakeholders merely accept — it needs to be a plan the stakeholders and leaders can passionately believe in, and one they had a hands-on role in shaping. Our team has the expertise to help you get there.

Dover, Kohl & Partners employs a proven methodology that supports genuine public participation, and have earned a solid reputation for engaging, visually-oriented town planning on behalf of local governments, redevelopment agencies, private developers, and community groups throughout the country. We call our approach **"DESIGNING IN PUBLIC."** We customize every project in close consultation with our clients, and look forward to further evolving this approach with you.

For this important effort have assembled a multi-disciplinary team of experts, all leaders in their fields, whose expertise is naturally suited to the challenges presented in your RFP. We believe this team has the right mix of experience, local knowledge, national perspective, and visionary, yet practical, leadership. We want to help you create an innovative plan, one that uses quality design as the basis for a sustainable future.

Thank you again for the invitation to submit this proposal. We are excited at the prospect of coming back to Charleston, and look forward to our next conversation.

Respectfully,
DOVER, KOHL & PARTNERS

Victor Dover, FAICP, LEED-AP, CNU-A
Founding Principal/Principal-in-Charge
vdover@doverkohl.com

Amy Groves, AICP, CNU-A
Principal/Senior Project Director
agroves@doverkohl.com

CITY OF CHARLESTON
SOUTH CAROLINA

REQUEST FOR PROPOSALS
RFP No. 16-P026C

WEST ASHLEY MASTER PLAN

10.4.16

SUBMITTED BY

DOVER, KOHL & PARTNERS
town planning

WITH

Alta Planning + Design, transportation planning
Bihl Engineering, transportation engineering & analysis
Horsley Witten Group, green infrastructure
Strategic Economics, market analysis & implementation strategy
CitiFi, change management

CONTACT:
AMY GROVES, AICP, CNU-A
Principal / Project Director, Dover, Kohl & Partners
1571 Sunset Drive, Coral Gables, FL
T 305.666.0446 | F 305.666.0360
agroves@doverkohl.com

SCOPE OF SERVICES

We are excited to work with the citizens and City leaders on this important planning effort for the West Ashley district in the City of Charleston. Based on our knowledge of the City's current needs and goals for a sustainable future, combined with our professional experience, we have outlined a preliminary series of tasks to complete the West Ashley Master Plan. We look forward to discussing our approach and each task in more detail with the City at the appropriate time; please consider this a draft.

PHASE 1: ANALYSIS (MONTHS 1-2)

Phase 1 will include the review of relevant information, as well as initial community outreach efforts and preliminary analysis to inform the planning process. It will include an on-site visit and analysis by members of the Dover-Kohl team. The site visit and analysis serve to gather information to better understand the unique qualities and opportunities in West Ashley and the City. Anticipated tasks include:

TASK 1.1: PROJECT KICK-OFF MEETING

At the start of the project, the Dover-Kohl team will schedule a meeting (in person or via web-ex) with the City to review base information needs, strategize on the public participation process, identify key stakeholders, and develop a detailed schedule for the planning effort.

TASK 1.2: CREATE PUBLIC AWARENESS

Dover-Kohl will assist the City in generating public awareness for the project, which is essential to getting a broad sector of the community involved and maximizing public involvement throughout the planning process. The Dover-Kohl team will work with the City to foster inclusivity of key individuals, community organizations, and stakeholders throughout the planning process, and create mechanisms that best encourage their participation.

The Dover-Kohl team will assist with public outreach through a wide variety of marketing collateral: writing press releases to be distributed to the media, neighborhood associations, civic groups, and the development community, among others; and assisting in the design of flyers, posters, banners, postcards, or other mailers that can be distributed to the community and local media. At the City's request, Dover-Kohl will be available to discuss the project with reporters or any other interested individuals. Dover-Kohl will also be available to participate in a press conference with representatives of the City during the first site visit to inform the community of the upcoming public planning process.

To maintain community awareness, Dover-Kohl will provide materials for the City website throughout the planning process.

PHASE 1: ANALYSIS

- Project Kick-off Meeting
- Create Public Awareness
- Review Background Info
- Initial Site Visit
- Preliminary Analysis

PHASE 1 DELIVERABLES:

- Publicity materials: posters, save-the-dates, etc.
- MySidewalk Website
- Base Maps, Analysis of Existing Conditions
- Kick-off Presentation

The team can also (*optionally*) design and launch a MySidewalk (formerly Mindmixer) site for this project – an online tool that functions as a virtual town hall, encouraging participants to share ideas and collaborate. Interested individuals can also keep up with the project as it progresses, allowing the team to gauge the response to emerging ideas. The online approach allows the team to reach a broader audience than just those who physically attend public meetings. Initial MySidewalk questions and site set-up/content will be coordinated with the City; the MySidewalk site can be launched in Phase 1, and promoted during Charrette events.

TASK 1.3: REVIEW OF BACKGROUND INFORMATION

The Dover-Kohl team will review background information provided by the City, and become familiar with the details of previous plans, studies, and regulating documents. This will include: the comprehensive plan, other area plans in the City, current zoning codes, development regulations, and demographic data. These plans and studies will be assessed for their current applicability to the West Ashley Master Plan, and their impact on future outcomes in the area.

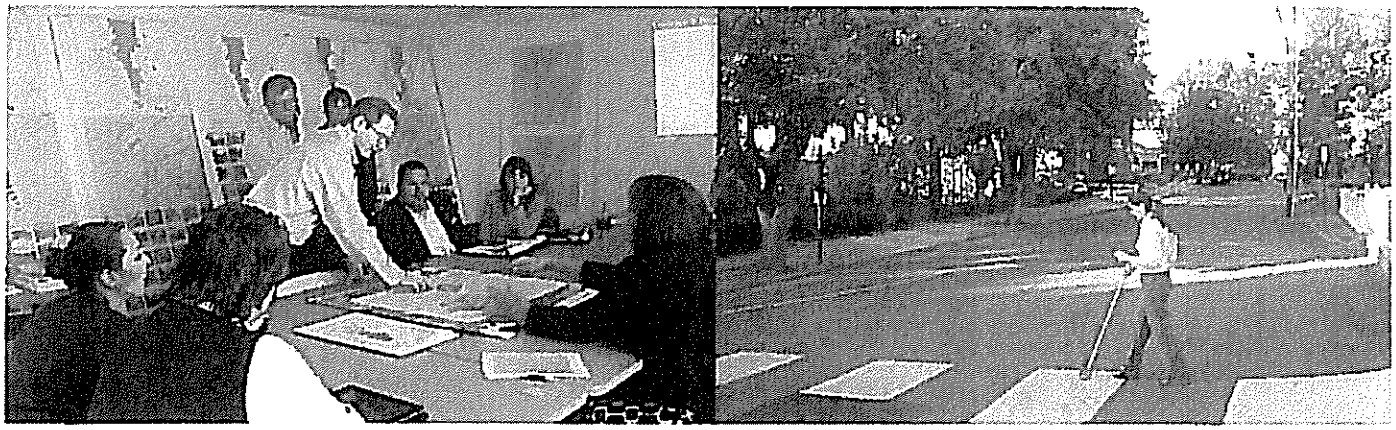
The Dover-Kohl team will utilize ArcView GIS or a similar-base data program, and existing conditions documentation provided by the City, to produce base maps. These maps will be used by the team and members of the public throughout the Charrette (Phase 2). Depending on available data, the mapped information may include existing land uses, transportation networks, open space networks, zoning, property boundaries, ownership patterns, topography, natural resources, utility infrastructure, and environmental conditions.

TASK 1.4: SITE VISIT

Representatives from the Dover-Kohl team will travel to Charleston for an initial two-day site visit. The following tasks are anticipated to be completed:

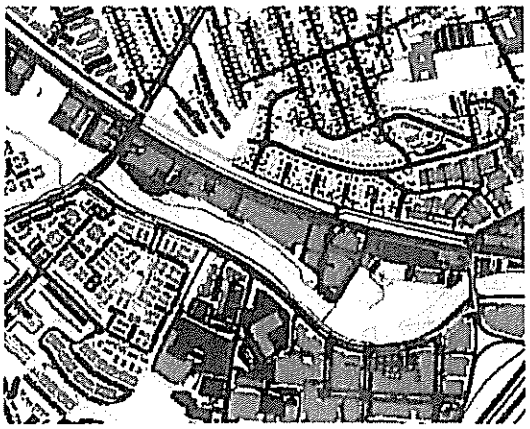
Stakeholder Interviews

During the site visit, the Dover-Kohl team will conduct focus-group interviews with key stakeholders to gather input on opportunities and constraints for the West Ashley district. By interviewing neighborhood and community leaders, advocacy groups, property and business owners, local developers, transportation officials, City staff and elected officials, government agencies, and other community representatives, the team will acquire local knowledge about the development climate and any potential obstacles to project objectives. In addition, the team will identify existing community assets and planned investments to identify opportunities for establishing a smart city road map to maximize return on the city's investment and future compatibility. Furthermore the impact of future technologies on the planning process and on development patterns will be broadly assessed. The team will also learn about community and



business concerns which will help assess the financial, organizational, and community resources available. The interviews will be conducted one-on-one or in small focus groups.

Gabe Klein, Principal with CityFi, and former consultant to the City of Charleston and author of *The Peninsula Mobility Report* in 2014, will attend the site visit with an emphasis on government and private sector engagement, transportation assessment, and to gather information on transit, technology and shared mobility opportunities. Gabe will interact directly with heads of agencies, the Mayor (if desired) and gather information regarding existing strategies, future goals, and gaps in either planning, execution or partnerships to fulfill. Gabe will also be studying with a plan to assess what services, technologies and business models could be used to jump start, or leap frog West Ashley's movement towards a more sustainable state. An example would be the introduction of autonomous vehicles potentially negating much of the need for on and off street parking, which has down-stream impacts on land use, zoning, public space, sustainability, health, revenues and ultimately quality of life.



Analysis Maps

Community Kick-off Event

Site Analysis

Team members will tour West Ashley with City staff to conduct preliminary analysis of existing urban design, transportation, infrastructure, and market conditions.

Meetings with City Staff

During this trip, the team will work closely with the City to confirm and update the goals and objectives of the master plan, and coordinate charrette preparations.

Community Kick-off Event

In order to mark the beginning of the public planning process, the Dover-Kohl team will hold a community workshop to introduce local citizens and groups to the planning process. A "food-for-thought" presentation will introduce key issues to be explored, including retrofitting suburbia, multimodal transportation systems and sustainable design; case studies will explore best practices for economic development and improved quality of life through neighborhood design. This event will be used to inform and encourage participation for the upcoming charrette. Use of the MySidewalk forum, social media, live streaming or other digital tools can open the event to a larger audience.

TASK 1.5: PRELIMINARY ANALYSIS

The Dover-Kohl team will conduct preliminary analysis of existing conditions, setting the stage for exploration of the vision for the future of the West Ashley district during the charrette. This analysis will target specific issues and future goals identified by stakeholders and previous planning initiatives.

The Dover-Kohl Team's Phase 1 Analysis is anticipated to include:

Existing Conditions Analysis
Utilizing base data of existing conditions provided by the City as well as an on-site review conducted during the site visit (Task 1.4), Dover-Kohl will provide an analysis of existing conditions to include existing urban design (lot and block patterns, and building typologies), identification of underutilized/opportunity sites, open spaces and recreation opportunities, and public facilities. GIS-based analysis maps will be produced to highlight specific topics. The existing conditions inventory will include an analysis of existing transportation systems, housing and market conditions, and green infrastructure, as described below.

Preliminary Transportation Analysis
Alta Planning + Design, in collaboration with CitiFi and Bihl Engineering, will summarize key components and challenges of the existing transportation network, as well as potential opportunities for new connections or enhancements in the pedestrian, bicyclist, motorists, and transit-user experiences and systems. The focus will be on minimizing barriers that currently hinder true choices in the way the community moves: understanding what those barriers and gaps in mode service currently are, so that during the design effort the team can focus on solutions that close gaps and create opportunities for the community to have choices among travel by personal motor vehicle, transit, bicycling, and walking. Further the impact of new technologies, shared mobility systems and business models will be assessed by CityFi to assure that the master plan framework is future compatible with various potential outcomes and that technologies that support the quality of life desired are considered. This will enhance the master plans relevance and staying power.

Green Infrastructure Analysis
Horsley Witten Group, in collaboration with the Consultant team, will analyze existing stormwater and environmental systems in order to identify potential solutions for the district. Many green infrastructure systems and other sustainability strategies can also enhance the streetscape, safety, and livability of West Ashley. This analysis will include an assessment of existing watersheds, development patterns, stormwater infrastructure, and tree canopy coverage.

Review of Market Conditions and Development Trends
Building on previous studies, Strategic Economics will prepare a market assessment that considers the potential for residential, office and retail development, with a focus on the potential for infill development on key opportunity sites. The analysis will include an overview of demographic

OPTIONAL ANALYSIS TASKS

The following optional tasks could supplement the Phase 1 analysis:

Financial Feasibility Analysis
If desired, Strategic Economics can build a pro forma model to explore the financial feasibility of development on key opportunity sites in the Plan Area. Strategic Economics will work closely with the client and project team to develop up to three prototypical development scenarios to be tested in the analysis. Cost and revenue assumptions in the model will be vetted with local developers. In addition to helping to identify the most feasible product types for the plan area, the analysis can provide insight on how different development standards could factor into a project's financial performance. The pro forma will test sensitivity to variables such as building heights, FARs, parking ratios, and other planning/zoning factors to provide recommendations on strategies to encourage infill development.

Smart City Analysis
CityFi can broadly assess the current technologies employed in the public way in West Ashley from public WiFi, embedded sensors, parking payment systems to traffic cameras to existing plans for future implementations to assess intersections with the master planning process.

and economic trends influencing investment in the study area, and will incorporate feedback from interviews with local real estate experts and other stakeholders.

The market assessment analysis will help frame trends influencing future real estate and economic development in the West Ashley district, and identify opportunities and challenges for stimulating economic development and encouraging infill on former commercial sites.

PHASE 2 – CHARRETTE (MONTH 3)

Phase 2 is centered on a 5 to 7-day Charrette held on-site in West Ashley. Successive public meetings, hands-on public design sessions, interviews, and technical meetings will be held to engage the community. This intense, multi-faceted approach to public involvement will allow stakeholders to cooperatively develop a vision that serves as the foundation for future strategic decisions. The Hands-on Design Session will provide participants with the opportunity to interact with differing perspectives, allowing issues to be quickly identified and resolved while creating a strong foundation for establishing community consensus.

During the Charrette, the Dover-Kohl team will use the public input received to shape the Plan's Goals, Objectives and Policies, and to create an Illustrative Master Plan and Visualizations of key concepts and ideas. By actively engaging the public and community stakeholders/experts, the team can obtain immediate feedback on plan proposals, building community support and plan feasibility.

TASK 2.1: CHARRETTE LOGISTICS

Dover-Kohl will work with the City to determine the exact dates and format for the Charrette. The format of the Charrette will be tailored to obtain the best possible community input. Emphasis will be placed on defining the community vision, and identifying the best methods to implement that vision. The format will incorporate the findings of previous plans and studies, the team's preliminary analysis, and pre-charrette stakeholder interviews. The Charrette will facilitate a healthy dialogue between the public and private sectors, which will help create an implementable Plan.

TASK 2.2: THE CHARRETTE

The following activities are anticipated to be conducted during the Charrette:

Hands-on Design Session

A Hands-on Design Session will be held during the Charrette week, focusing on issues pertinent to the Plan including land use patterns, urban design and the retrofit of suburbia, transportation,

housing, economic development, health/quality of life, sustainability and infrastructure. The session will begin with a short introduction and briefing to further explain the challenge for participants, orient participants to base maps, and set ground rules and goals. Participants will then gather around tables to draw their important ideas. Each table will have a facilitator trained by the Dover-Kohl team to assist participants in the design exercises.

Participants will identify the important issues associated with future development and preservation and discuss them in small groups. Participants will then continue to work and draw on base maps to illustrate how they might like to see West Ashley evolve in the future by describing their vision for growth, infill and retrofit. At the end of the workshop, a spokesperson from each table will report the findings and major points to the entire assembly. The goal of the Hands-on Design Session is to begin to forge a community consensus and develop a short and long-range vision for the future of West Ashley.

Open Design Studio

The Dover-Kohl team will set up an on-site, Open Design Studio in a visible, accessible, and central location for the duration of the Charrette. While working in the Design Studio, the team will analyze the information gathered at the Hands-on Design Session and stakeholder interviews in order to formulate the initial concepts for the Master Plan. Members of City staff, elected officials, local stakeholders and the community will be invited to stop in throughout the week as new issues come to mind and to check on the project's status. The following activities will occur at the Design Studio:

Define Draft Goals, Objectives, and Policies

During the Charrette, the Dover-Kohl team will work with the City and the community to define key Goal and Objectives for the Master Plan, as well as to explore the viability of potential policies and implementation actions. The goals, objectives and policies will be used to evaluate development proposals studied for key sites, and guide growth and change throughout the district. Initial ideas will be presented to stakeholders, the community, and technical advisors throughout the week to receive immediate feedback on the direction of the West Ashley Plan.

Draft Urban Design Concepts: Illustrative Plan and Visualizations

Visualizing change is a key component of Dover-Kohl's planning approach. Illustrations can communicate ideas better than words, and are valuable tools to test or confirm plan concepts and gather meaningful input. When the planning process is complete, the imagery often lives on, documenting the vision and guiding new growth. The illustrative plan

will schematically explore proposed land uses and density; access and circulation; development patterns, including reuse of abandoned area and distribution of infrastructure; and green infrastructure concepts. Project renderings will explore proposed neighborhood and street design interventions on key sites, to demonstrate feasibility of implementation and test Plan policies.

Draft Transportation Concepts
Alta Planning + Design will work in collaboration with Bihl Engineering and CitiFi to present, refine, and shape transportation-related concepts and issues throughout the Charrette. Alta's focus will be on developing/refining overall transportation goals, objectives and policies; identifying major district multimodal facility/service investments by mode (streets/roadways, transit, and walk/bike); and creating a specialized plan for the district that identifies key street improvements to benefit multimodal mobility. The focus will be on solutions that move people, and not just cars, by closing gaps among and between modes and minimizing or eliminating barriers to travel modes other than personal motor vehicle. The transportation team will work hand in hand with the urban design team to develop multi-modal solutions that connect rather than divide the community, and provide the community with viable choices of how they move about. By engaging stakeholders and jurisdictional agencies (such as SCDOT and CARTA) during the charrette, the team can quickly gain consensus on potential solutions that make West Ashley better connected. CityFi will also assess technologies, business models and shared mobility options to enhance the master plan and help meet the cities goals in tighter timeframes.

Draft Green Infrastructure Concepts
Horsley Witten Group (HWG) team members will work collaboratively with the urban design team to provide recommendations for open space, stormwater infrastructure and tree preservation/coverage approaches in conjunction with urban design and transportation recommendations, and contribute to development of the draft illustrative plan. HWG will provide concept-level evaluation of stormwater management strategies, and will prepare sketches and illustrations to communicate concepts to stakeholders and to be incorporated into the illustrative plan and Work-in-Progress Presentation.

Economic Analysis of Design Concepts
During the Charrette, Strategic Economics will work interactively with the Consultant team to apply the lessons learned from the Phase 1 review of market conditions. As new plan ideas

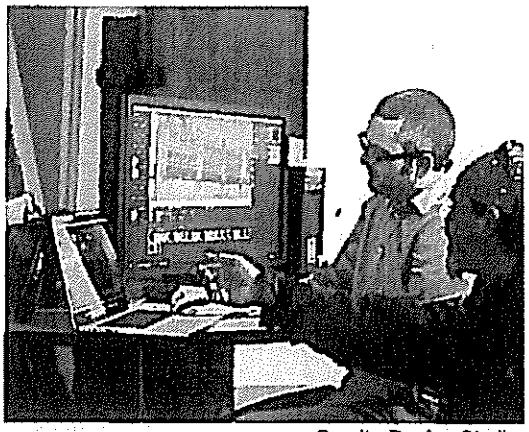
PHASE 2: CHARRETTE

- Charrette Logistics
- **The Charrette:**
  - Hands-on Design Session
  - Open Design Studio & Technical Meetings
  - Open House
  - Work-in-Progress Presentation

PHASE 2 DELIVERABLES:

- Draft Goals, Objectives & Policies
- Draft Illustrative Plan & Visualizations
- Draft Transportation Concepts
- Draft Green Infrastructure Concepts
- Economic Analysis of Design Concepts
- Draft Implementation Concepts
- PowerPoint Presentations:
  - Kick-off Presentation
  - Hands-on Design Session
  - Work-in-Progress Presentation

are investigated, the market viability of these concepts will be evaluated. Strategic Economics will meet with developers active in the City to understand opportunities and barriers to investment on key opportunity sites, and ways to encourage private investment. Meetings with City officials and area stakeholders will begin to identify funding tools, policies and strategies for implementation.



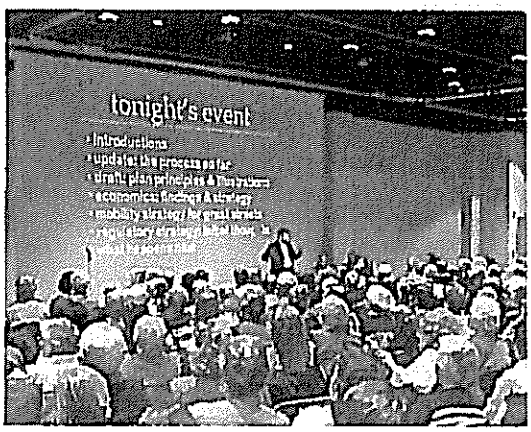
On-site Design Studio

Implementing Change

Throughout this phase, CityFi will collaborate with the Dover-Kohl team and provide recommendations and strategies for implementing best practice innovations - including internal process improvements and metrics for evaluating project success; advanced technologies; and finance models. In addition, CityFi will identify potential public-private partnerships and sustainable approaches to support the execution of the plan.

Technical Meetings

While working in the Open Design Studio, the Dover-Kohl team will schedule various technical meetings with government agencies, City officials and staff, key property owners, developers, neighborhood associations, community groups, and other key stakeholders. These meetings will assist in the team's continued understanding of the physical, market, and organizational forces that are shaping West Ashley, and provide the team with direct feedback on developing Plan concepts.



Work-in-Progress Presentation

Open House

On an agreed-upon day of the Open Design Studio, the Dover-Kohl team will pin-up draft ideas for an informal Open House in the Design Studio, thus allowing the community an opportunity to gather and provide input; the Open House offers an important feedback loop while the planning concepts are evolving.

Work-in-Progress Presentation

At the end of the Charrette the team will present the accumulated work at a "Work-In-Progress" Presentation. Sketches and visualizations will be presented illustrating the district's hypothetical evolution, depicting areas of growth and retrofit, and presenting initial concepts for implementation. These initial plans and illustrations will demonstrate the vision for the future. The Vision and the Goals and Policies will be introduced and discussed; various methods of community participation (including keypad polling, exit surveys, and small group conversations) will be used to gather feedback on the ideas presented, which will help refine Plan ideas during Phase 3.

PHASE 3: MASTER PLAN (MONTHS 3 - 5)

The compact, high-energy format of the Charrette is designed to make major advances towards the creation of the Master Plan. A draft vision for future growth, suburban retrofit, and preservation in the West Ashley district, designed in public, will emerge during the Charrette. After the Charrette, the Dover-Kohl team will refine the charrette work products and assemble the Master Plan document. Regular communications via conference calls and web-ex meetings will ensure that the Master Plan document meets the expectations and the City of Charleston's needs.

PHASE 3: MASTER PLAN

- Refine Plan Graphics
- Draft Master Plan Document
- Review Meetings with City

PHASE 3 DELIVERABLES:

- Draft Illustrations & Plan elements for Review:
  - Community Design & Land Use
  - Housing
  - Transportation
  - Green Infrastructure
  - Economic Development

TASK 3.1: REFINE PLAN GRAPHICS

The Dover-Kohl team will refine the Charrette graphics and visualizations based on feedback received from the community and stakeholders. The final graphics are anticipated to include visualizations, an illustrative Master Plan depicting areas where growth and change are anticipated, as well as diagrams and illustrations to convey key concepts. The Plan and illustrations will address the desired future vision and community design, as well as sustainable development and planning practices. The illustrations will demonstrate a manner in which the vision and goals can be applied, and provide a framework for future decision making. The Final Plan illustrations are anticipated to include:

- **Illustrative Plan**, drawn to depict the vision for future growth and development.
- **Perspective Renderings**, rendered in color showing key sites or significant design concepts.
- **Diagrams** communicating key ideas for urban design, transportation and green infrastructure improvements in the West Ashley Neighborhood.

TASK 3.2: DRAFT MASTER PLAN DOCUMENT

The Dover-Kohl team will prepare a draft Master Plan document that integrates the vision, goals, objectives, and policies identified through the charrette process, to guide West Ashley's growth, retrofit, and conservation. The Plan document will be concise and highly visual, featuring the final illustrations and renderings, engaging graphic design and infographics to present the community vision for urban design, housing, multi-modal transportation, infrastructure, and economic development.

The exact format for the Master Plan will be determined in consultation with the City; however, we have created a provisional outline, based on the information provided by the City of Charleston. The Plan will be organized around key topics/elements to comprehensively approach the strategy for future evolution of the built environment; topics are anticipated to include:

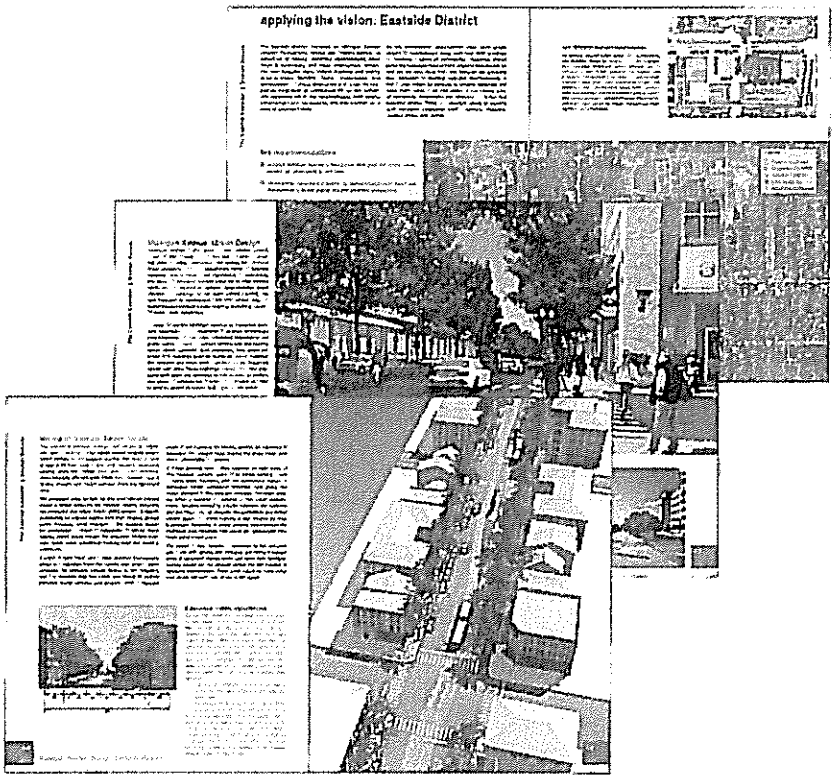
- **Community Design and Land Use** (addressing sustainable land use patterns, urban design and placemaking, retrofit of underutilized lands, community health/quality of life, and historic/cultural resources);
- **Housing** (promoting desirable and resilient neighborhoods that include variety, affordability, and accessibility);
- **Transportation** (addressing all modes of transportation – walking, biking, driving and transit – with an emphasis on livability and mobility, as well as overall connectivity and the impact

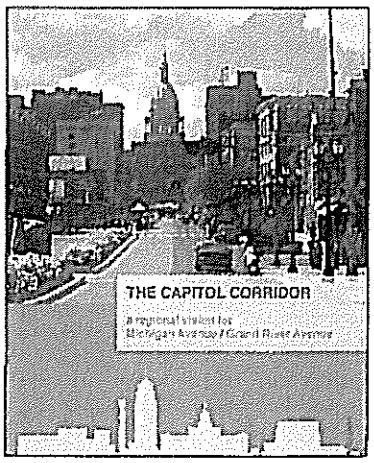
of technology on future systems);

- **Green Infrastructure** (addressing public facilities such as the open space framework, sustainability, stormwater design and environmental resources); and
- **Economic Development** (identifying Plan policies and implementation strategies that can encourage desired development and promote community prosperity).

Each topic above will contain four primary sections:

- **Existing Conditions:** A summary existing physical conditions as well as the existing regulatory framework and market conditions that is shaping the current development form of West Ashley.
- **Community Concerns:** A summary of primary themes and points of consensus gathered through Phase 1 interviews, online tools, and the Charrette process.
- **Community Vision:** The vision for West Ashley will include strategies for addressing identified community concerns, featuring the physical planning begun on the Charrette (illustrative plans, change-over time illustrations, and diagrams / images conveying key principles). In addition, the vision will contain Goals, Objectives, and Policies to guide the implementation of the vision for each plan element.
- **Implementation Strategy:** The Plan will describe key actions for the City, as well as other public and private entities, in carrying out the plan vision. Actions will be prioritized; recommendations will identify actions to be undertaken in the near (0-2 year), mid (2-5 year), and long-term (over 5 years). Preliminary cost estimates for proposed improvements and potential funding sources (public and private) and strategies will be identified. Economic incentives and opportunities





The plan will describe future improvements and the vision for urban design, housing, transportation, infrastructure and economic development. These concepts will be described in the Plan Report (*example from The Capitol Corridor*).

for public/private partnerships will be explored. Essential revisions to the land development regulations necessary to realize the vision will also be identified. Optionally, the strategy can also include a road map for deploying smart city technologies.

TASK 3.3: REVIEW MEETINGS WITH CITY STAFF

Key members of the Dover-Kohl team will participate, by web-ex, in monthly or bi-monthly review meetings with City Staff to review work-in-progress on the draft plans, illustrations, and report recommendations, and gather feedback. Up to five (5) meetings via webex are anticipated during Phase 3 in the project schedule.

PHASE 4: REVIEW & PRESENTATION (MONTHS 6+)

In Phase 4 of the project, the team will work with City staff to finalize, review, revise, and present the work products for the West Ashley Master Plan.

TASK 4.1: SUBMIT THE "PUBLIC DRAFT" FOR REVIEW

Dover, Kohl & Partners will assemble and submit a "Public Draft" West Ashley Master Plan document to the City for community review. The public draft will incorporate all plan graphics and summary text / recommendations as described in Tasks 3.1 – 3.2.

TASK 4.2: REVISE AND PRODUCE "FINAL DRAFT"

The Dover-Kohl team will work with the City over an agreed-upon period of time, with up to two rounds of revision to refine and revise the Master Plan document. A "Final Draft" of the Master Plan will then be submitted.

PHASE 4: REVIEW & PRESENTATION

- Submit Draft Plan for Review
- Revise Draft Master Plan
- Final Meetings & Presentations

PHASE 4 DELIVERABLES:

- Final Master Plan Document
- Final Presentation(s)

TASK 4.3: FINAL MEETINGS & PRESENTATIONS

Members of the Dover-Kohl team will return to West Ashley for meetings with City Staff, and to present the Plan documents to the community as well as approval boards. Our preliminary budget assumes that up to three, 1-day long trips (for meetings and presentations) by representatives from Dover-Kohl during Phase 4 will be necessary. A detailed schedule for our team's participation will be defined in collaboration with the City.

PHASE 5: ONGOING/ADDITIONAL SERVICES

Following completion of this scope of services, the Dover-Kohl team can assist with implementation of Plan ideas. Based on experience in previous similar projects, on-going assistance that may be helpful could include:

- Attending additional meetings for Plan review or approval beyond those covered in this scope of work.
- Reviewing development plans for consistency with the ideas developed for the Plan.
- Providing additional revisions to the report or illustrations.
- Strategize funding, outreach, change management and pilot opportunities for transportation and open space implementation
- Producing a Form-Based Code to guide new development. Our team is experienced with drafting code elements, integrating the code within the existing regulatory structure, obtaining community feedback, and assisting with adoption and implementation.

COMMUNITY INVOLVEMENT
METHODOLOGY

The following summarizes the general planning methodology that Dover, Kohl & Partners has developed over the firm's 28 years. We are aware that each project presents unique opportunities and challenges—customization is the key. Our goal is to provide design consultation, drawings, exhibits, and participation in meetings with stakeholders, community groups, and public entities as is necessary to develop an implementable, visionary plan for West Ashley.

A Tested Public Process

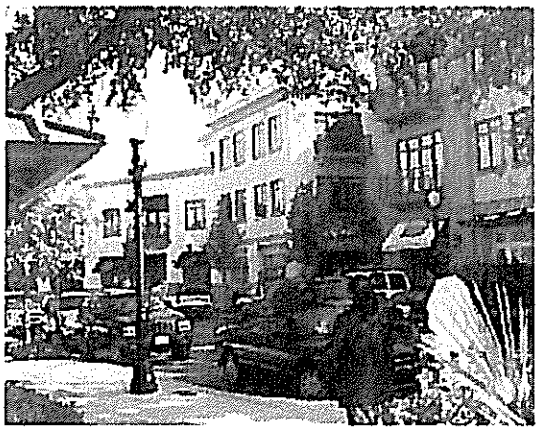
CONSENSUS THROUGH PUBLIC PARTICIPATION

We recognize that changes in the built environment are controversial; we've found that education and a shared sense of authorship is key to creating consensus. A **"Designing in Public"** Charrette is typically the centerpiece of our public involvement strategy. Dover-Kohl Charrettes are a combination of on-location planning, design studio and town meetings. The Charrette focuses community input over a short period of time, through the hands-on effort of participants representing the full spectrum of interests.

During the Charrette, we hold an on-site planning studio, where the community's goals are pursued while ideas and scenarios are tested. At the same time, stakeholders are invited into the studio to offer continual feedback on the work being produced. It has been our experience that through these comprehensive Charrettes, participants come to care more about the project – they see their ideas as they are refined and become part of a more finalized vision. We cannot emphasize enough the educational value of this approach. Citizens become familiar with the tools of good urban design and gain an appreciation of the importance of long-range thinking.

Compelling Plans & Visualizations

The Charrette is not our only outreach mechanism. Our team will conduct additional community meetings and interviews both during the pre-charrette or post-charrette periods. We also have experience using online forums to continue the conversation throughout the project. Dover-Kohl is an "official partner" of MySidewalk (formally MindMixer), national leaders in online engagement; we now offer MySidewalk's services as an outreach tool for all planning assignments.



Successful Results

VISUALIZING CHANGE OVER TIME

(Example from Grand River Avenue, Lansing Region, Michigan)

Existing Conditions, 2013

Initial Improvements:
Overhead utilities are buried, the street is reconfigured to include bus rapid transit, a sidewalk, street trees, a bike lane and parallel parking. In doing so, the framework for a multimodal street emerges.

Long-term:
Following the public street improvements, mixed-use buildings which address the street replace parking lots.

VISUALIZING CHANGE

It is often difficult to communicate exactly what change will look like. In our process we therefore create many drawings and "before-and-after" sequences that can help the community study the options, visualizing change before it occurs.

AN INTEGRATED PLAN

We illustrate long-term goals for the community such as urban design for buildings, public spaces, and streets. The vision can also illustrate elements more easily achievable in the short-term, so that larger ideas become feasible over time. Our illustrations are both visionary and usable, created for use by municipalities, developers, property owners, and the public to ensure a coordinated effort over time.

REFORMING THE REGULATIONS

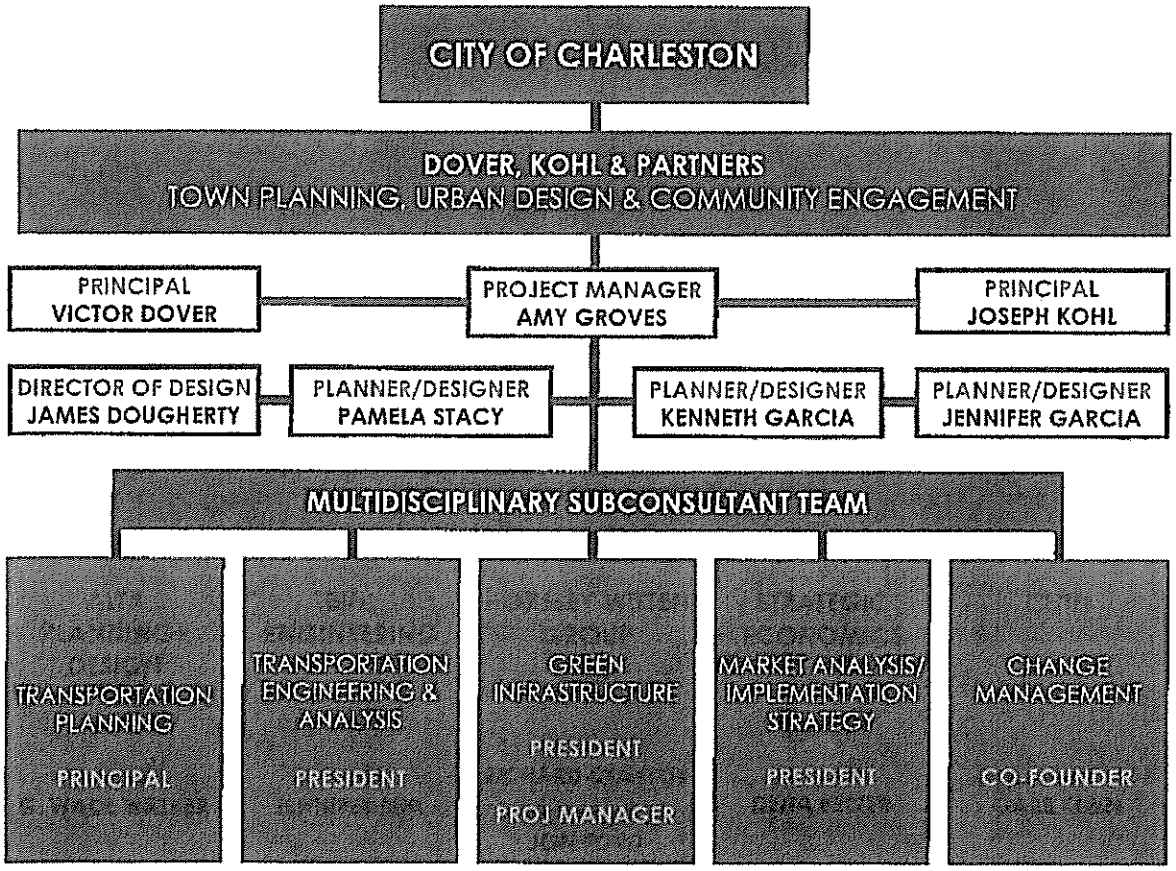
Design does matter; well-executed details are often what make prosperous places to live and work. There may be a need for fine-tuning the land development regulations or to create other instruments to insure that the physical details of the plan are translated into the built reality.

The primary method our team uses to reform land development regulations is a form-based approach. The key is to regulate buildings, streets and public spaces to ensure that new buildings respect the character of existing neighborhoods and the community vision for future development through their individual volume, scale and detailing.

STAFFING PLAN

We have assembled an acclaimed group of professionals to collaborate on this important initiative for the City of Charleston. **Dover, Kohl & Partners**, a nationally-recognized consulting firm will coordinate and lead the team, focusing on urban design, land use planning and community engagement. **Alta Planning + Design** will provide multimodal transportation planning with a special focus on identifying solutions that connect and move people, not just cars. **Bihl Engineering**, a certified woman-owned business located in Charleston, will provide local expertise in transportation planning and analysis. **Horsley Witten Group**, civil / environmental engineers and landscape architects, will focus on stormwater management techniques and planning for a resilient green infrastructure system. **Strategic Economics**, a nationally-recognized woman-owned economics consulting firm, will provide market analysis and assist with the identification of implementation tools and economic development strategies. **CitiFi**, known for innovative use of technology, public-private partnerships, and rethinking municipal process to realize positive change in transportation systems and cities, will advise on the plan implementation strategy.

This section includes brief descriptions of the Dover-Kohl Team's key personnel who will work with the City of Charleston to create the West Ashley Master Plan. Resumes detailing experience of key personnel can be found at the end of the section.



DOVER, KOHL & PARTNERS
town planning

CONSULTANT TEAM LEAD: TOWN PLANNING, URBAN DESIGN & COMMUNITY ENGAGEMENT

VICTOR DOVER, FAICP, LEED-AP, CNU-a | FOUNDING PRINCIPAL
Victor Dover was among the founders who established Dover, Kohl & Partners in 1987 and serves as Principal-in-charge. Victor has personally led over 140 charrettes worldwide. He lectures widely around the United States and internationally on the topics of livable communities, sustainable development, and recently about the book he co-authored with John Massengale, *Street Design: The Secret to Great Cities and Towns*. Victor has served as Principal-in-charge for many of Dover-Kohl's projects, including the Columbia Pike Initiative for Arlington, VA; the Boundary Street Master Plan and Code for Beaufort, South Carolina; and Rethink Folly Road in Charleston, SC.

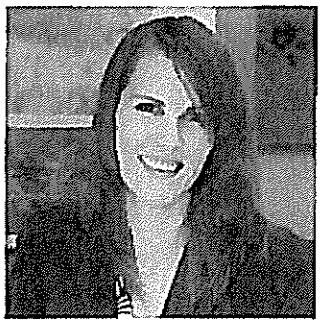
JOSEPH KOHL, CNU-a | FOUNDING PRINCIPAL
Joe is recognized nationally as an innovator in urban design and graphic communication. A founding member of the Congress for the New Urbanism (CNU) and one of the organizers of the Form-Based Codes Institute (FBCI), Joe has led the production of master plans and implementation tools for many of Dover-Kohl's clients, including site planning, urban design, and form-based development standards. Representative projects include Plan El Paso, the comprehensive plan for El Paso, TX; Seven50:SE Florida Regional Prosperity Plan; and the Old Town Master Plan and Code for Bluffton, SC.

AMY GROVES, AICP, CNU-a | PRINCIPAL & SR PROJECT DIRECTOR
PROJECT MANAGER
Amy joined Dover-Kohl in 2002. As a Senior Project Director, she guides the work of the studio team to create visionary images and implementable plans using the principles of smart growth, sustainable planning, and traditional neighborhood design. Amy has participated in over 50 Dover-Kohl charrettes, functioning as both Project Director and Town Planner for visioning studies, downtown master plans, regional plans, corridor plans, and form-based codes, as well as new neighborhood and town plans. Representative projects include Rethink Folly Road: a Complete Streets Corridor study in Charleston, SC as well as the Columbia Pike Initiative in Arlington County, VA, which won a 2014 CNU Charter Award for Best Corridor Plan and was featured in the publication *Retrofitting Suburbia* by Ellen Dunham-Jones.

JAMES DOUGHERTY, AICP, CNU-a | PRINCIPAL & DIR OF DESIGN
James has dedicated his career to helping communities envision and implement a more walkable, sustainable future. James began working with Dover-Kohl in 1996 and has since participated in over 140 design and form-based coding charrettes in the United States and abroad. James works closely with the firm's Principals, Project Directors and Urban Designers to establish the design direction of each project and has produced many of the renderings in the firm's portfolio.

PAMELA STACY, CNU-a | TOWN PLANNER/DESIGNER
Pam has been a designer on projects of every scale, including the building, block, and neighborhood, drawing on a background in both Planning and Architecture. She joined Dover-Kohl in 2006, and has since contributed to projects throughout the United States and internationally. Pam serves as one of Dover-Kohl's lead urban designers, working closely with the public during interactive charrette workshops to envision more walkable and sustainable futures.

KENNETH GARCIA, CNU-a | TOWN PLANNER/DESIGNER
Kenneth has been with Dover, Kohl & Partners since 2007 and has participated in over 40 design charrettes. He produces illustrations and renderings using a combination of computer graphics and traditional watercolor techniques. Kenneth received both his Master of Architecture and his Bachelor of Architecture from Andrews University, a leading center for the study of New Urbanism.



JENNIFER GARCIA, CNU-a | TOWN PLANNER/DESIGNER
Jennifer is a certified Charrette Planner through the National Charrette Institute and is an accredited professional with the Congress for the New Urbanism (CNU). She has spoken at the Congress for the New Urbanism national conference about creating plan report documents and her illustrations can be seen in several publications and exhibits. While at Dover-Kohl, she has worked with both municipalities and developers to produce innovative master plans, form-based codes, graphics and reports that contribute to the creation of walkable, sustainable urban places.

ALTA PLANNING + DESIGN
MULTIMODAL TRANSPORTATION PLANNING

G. WADE WALKER, PE, Hon. ASLA | PRINCIPAL
Wade Walker's focus for the past 20 years has been on livable transportation and context sensitive solutions, focusing on rebalancing transportation systems to support the urban or rural contexts in which they occur. He is a recognized expert in Complete Streets, walkability and Smart Growth, and often speaks at national conferences on balanced multimodal solutions. Much of his work is done in a multi-disciplinary charrette setting, working collaboratively with architects, planners, landscape architects, urban designers, and stakeholders to create great communities through a community-driven process.

DANIEL A. ASHWORTH, JR., PLA, AICP | DESIGN ASSOCIATE
Daniel is a Professional Landscape Architect who plans and designs active and livable communities while working hard to see those visions become reality. His professional experience bridges the divide between landscape architecture and planning, bringing the two together. Daniel's professional interests are multimodal transportation, urban design and planning, and public spaces.

KATIE LLOYD, PLA | DESIGNER
With a background in both Fine Arts and Landscape Architecture, Katie Lloyd strives to design vibrant public spaces that promote meaningful outdoor activity, while increasing livability and community unity. Katie joined Alta in 2014, bringing a background in public and private sector design. While working for Alta, she has worked on greenway feasibility studies, construction documents, streetscape design, charrettes, and complete streets plans, as well as bicycle and pedestrian planning projects, including the Rethink Folly Road Complete Streets study in Charleston, SC.

BIHL ENGINEERING
TRANSPORTATION ENGINEERING & ANALYSIS

JENNIFER T. BIHL, PE, PTOE | PRINCIPAL
Jennifer has over 16 years of experience in traffic and transportation engineering specializing in corridor studies, intersection and roadway analyses, parking analyses, and traffic signal timing and design. Her experience ranges from analyses of single parcels to transportation related services for existing communities and redevelopment areas. Additionally, she has completed numerous parking studies determining the operations and most efficient use of parking areas. She helps clients identify appropriate access locations along a corridor to optimize the operations of the transportation system. Regardless of the services provided, Jennifer works closely with state and local agencies and understands the coordination and communication required for successful projects.

SARAH VAN COTT, EIT | TRANSPORTATION ANALYSIS
Sarah focuses on traffic and transportation engineering specializing in intersection and roadway analyses and accident analysis. Her experience ranges from intersection analyses for development projects to parking occupancy studies.

HORSLEY WITTEN GROUP
GREEN INFRASTRUCTURE

Horsley Witten Group
Sustainable Environmental Solutions

RICHARD A. CLAYTOR, JR., P.E. | PRESIDENT AND DIRECTOR OF ENGINEERING
Rich has 33 years of water resource management experience with specific expertise in stormwater management, hydrologic/hydraulic modeling, watershed protection, restoration implementation, Low Impact Design (LID) research and development, construction administration and management services for dozens of projects. Rich is the former Principal Engineer of the nationally recognized Center for Watershed Protection and has authored or co-authored five state-wide stormwater management design and guidance manuals, has authored more than a dozen papers and/or guidance manuals, has presented at more than a one hundred conferences and workshops, and has designed more than 250 stormwater management facilities. Rich was a key adviser to the MassDEP Stormwater Advisory Committee for the 2010 update of the MA Stormwater Standards and Design Manual. He is the Principal in Charge for the EPA New England Region stormwater financing and MS4 clinics, and currently serves as technical advisor for the Long Creek Restoration Plan, which is under an EPA Residual Designation to address stormwater pollutants.

JON FORD, P.E. | SENIOR PROJECT MANAGER – COMMUNITY DESIGN
Jon will be Project Manager for this project, and will provide technical support for stormwater engineering and urban design tasks related to the scope of work. Jon has 19 years of experience and is a Registered Professional Engineer in seven states. Dedicated to traditional neighborhood design, Jon is a recognized leader in the area of New Urbanist planning and engineering. Prior to joining HW, this focus and a devotion to interdisciplinary collaboration led Jon to found Morris Beacon Design in 2006 as a New Urbanist civil engineering and planning resource firm. Jon is a 2006 Knight Fellow in Community Building at the University of Miami's School of Architecture, a co-founder of the New England Chapter of the Congress for the New Urbanism, and on the faculty of the Form-Based Codes Institute. Jon's project designs have won local and national awards, including a CNU Charter Award Honorable Mention, the Rudy Bruner Award for Urban Excellence and the Boston Society of Landscape Architects Honor Award.

BRIAN KUCHAR, P.E., RLA, LEED AP | SENIOR LANDSCAPE ARCHITECT / CIVIL ENGINEER
Brian has 20 years of experience in the combined fields of civil and environmental engineering and landscape architecture. Specific areas of expertise include landscape architecture, site engineering, streetscape design, environmental restoration, stormwater management, land management planning, surveying, permitting, and construction administration. Brian has been employed in both the public and private sector in southern New England and has experience with a broad range of commercial and residential land development projects. Brian will serve as a technical resource for th's project, focusing on green infrastructure and landscape architecture.

ANNE KITCHELL, LEED AP | SENIOR ENVIRONMENTAL PLANNER
Anne will provide technical support with focus on the topics of watershed assessment and stormwater engineering. Anne has 13 years of practical experience in stormwater management and watershed planning, including technical training and regulatory evaluations. Anne has co-authored numerous technical publications (e.g., Stormwater Management in Pacific and Caribbean Islands, The Impacts of Impervious Cover, and the Urban Subwatershed Restoration Manual Series). She has worked in watersheds around the country (including South Carolina, Massachusetts, New York, Connecticut, Vermont, , North Carolina, Tennessee, Virginia, Delaware, Maryland, Pennsylvania, Guam, Hawaii, CNMI, American Samoa, Virgin Islands, and Puerto Rico) to meet TMDL targets and protect drinking water, trout streams, and coral reefs. Anne has experience deve'oping stormwater design manuals, developing training curriculums and facilitating workshops, and implementing drainage improvements and watershed restoration projects.

STRATEGIC ECONOMICS
MARKET ANALYSIS AND IMPLEMENTATION STRATEGY

DENA BELZER | PRESIDENT
Dena is the founder and President of Strategic Economics, an urban economics firm located in Berkeley, CA. She has 30 years of experience working on economic issues ranging in scale from regional growth management to individual development projects, and regularly speaks and writes on the topic of transit-oriented development (TOD). Her work has helped position Strategic Economics as a national leader in innovative economics research techniques that guide local public policy decisions based on sound market principals while fostering sustainable communities and creating places with lasting value.

Dena's recent work has focused on plan implementation, including identifying ways to clear market barriers to private development and addressing the need for new infrastructure investment. In 2015 Dena was part of an interdisciplinary team led by the Natural Resources Defense Council to evaluate new public/private partnership structures to fund core infrastructure while also delivering social and environmental benefits. This work was featured at a White House convening to support the Build America Initiative. In addition to her consulting work, Dena has numerous publications and has served as a national expert on many topics for the U. S. Department of Housing and Urban Development, US EPA, The Mayors Institutes for City Design, and The Urban Land Institute.

DEREK W. BRAUN | SENIOR ASSOCIATE
Derek Braun specializes in the analysis of market opportunities and demand, employment and industry trends, the economic and fiscal impacts of development, and implementation and public financing strategies for area plans. Derek's market work includes housing, retail, and office strategy recommendations based on socioeconomic and real estate trends in diverse contexts.

CITIFI
CHANGE MANAGEMENT

GABE KLEIN | CITIFI CO-FOUNDER
Gabe is the former Commissioner of the Chicago and Washington DC Departments of Transportation. In both cities he revamped technology platforms and government processes while focusing on putting people first vs. automobiles on city streets. This included launching two of the first and largest bikeshare systems in the U.S. and building protected bike lanes and better pedestrian infrastructure for vulnerable citizens citywide, as well as facilitating private services like carshare and rideshare that could help each cities mobility goals. Gabe honed his creativity and leadership skills working in business, including Zipcar, where he served as Vice President, Bikes USA as national Director of Stores and his own electric powered, organic food truck chain, On The Fly.

Gabe advises governments and companies worldwide on innovation in cities including Singapore where Gabe has been a visiting fellow for the Centre For Livable Cities, working on creating a "car-lite" city-state. In 2015, Gabe also published Start-Up City with David Vega-Barachowitz on Island Press, a manifesto on revamping how (and how fast) we innovate in cities and rethinking public-private partnerships with a triple-bottom line approach as technology shapes a dramatically different future.

For this planning effort, Gabe will be assisted by CitiFi Co-founders Ashley Hand and John Toiva (qualifications included on page 3.26).

Victor B. Dover, FAICP, LEED-AP, CNU-A

Founding Principal

Education

Master of Architecture
in Suburb and Town Design
UNIVERSITY OF MIAMI
Coral Gables, Florida

Bachelor of Architecture
VIRGINIA POLYTECHNIC INSTITUTE
AND STATE UNIVERSITY
Blacksburg, Virginia

Publication

Street Design: The Secret to Great Cities and Towns, Victor Dover & John Massengale, 2014

Professional Experience

Principal, 1987 to present
DOVER, KOHL & PARTNERS
Coral Gables, Florida

Exhibition Designer, 1985
NATIONAL GALLERY OF ART
Washington, DC

Teaching

Faculty, 2004 - present
FORM-BASED CODES INSTITUTE

Faculty, 1995, 1997, 2003
MAYORS INSTITUTE ON CITY DESIGN

Visiting Lecturer, 1988-1997
UNIVERSITY OF MIAMI
School of Architecture & School of Law

Faculty, 1986 & 1991
FLORIDA GOVERNOR'S SUMMER
PROGRAM FOR ARCHITECTURE & DESIGN

In 1987 Victor Dover cofounded the firm that became Dover, Kohl & Partners, and he serves as Principal-in-charge. Along with his partner Joseph Kohl, Mr. Dover's practice focuses on the creation and restoration of real neighborhoods as the basis for sound communities. Victor has personally led over 140 charrettes worldwide. He holds a Bachelor of Architecture degree from Virginia Tech and a Master of Architecture degree from the Suburb & Town Design Program at the University of Miami. Mr. Dover lectures widely around the United States and internationally on the topics of livable communities and sustainable development.

Mr. Dover was cited by *Architecture* magazine as being among "the country's best urban designers and architects." Work by Dover & Kohl has been published in *Southern Living, Urban Land, Metropolitan Home*, and featured on HGTV, National Public Radio, CNN's *Earthwatch*, and in *BusinessWeek* magazine. Their projects are profiled in a number of planning textbooks, including *The New Urbanism* by Peter Katz, *Community by Design* by Kenneth Hall, *Sustainable Urbanism* by Doug Farr, and *Retrofitting Suburbia* by Ellen Dunham-Jones and June Williamson. Victor's and John Massengale's new book, *Street Design: The Secret to Great Cities and Towns* is on bookshelves now.

Victor Dover is former Chair of the Congress for the New Urbanism (CNU) and was the Founding Chair of the CNU Florida Chapter, the first of its kind. He is a CNU-Accredited Professional. He was a key player in the creation of the Form-Based Codes Institute and the National Charrette Institute, both leading think tanks for sustainable urbanism and community-based planning. Victor is a Fellow of the American Institute of Certified Planners. He served on the core committee setting sustainable urbanism certification standards for the Leadership in Energy and Environmental Design for Neighborhood Development rating system (LEED-ND). Victor has successfully completed all portions of the Architectural Registration Exam.

Service

Member, LEED-ND Core Development Committee, 2011 to 2012
Chair, Congress for the New Urbanism (CNU), 2010 to 2012
Vice Chair, Congress for the New Urbanism, 2008 to 2010
Founding Chair, Florida Chapter, Congress for the New Urbanism (CNU Florida), 2004-2006
Charter Member, Congress for the New Urbanism (CNU), 1993 to present
Emeritus Board Member and Founding Board Member, National Charrette Institute, 2001 to present
Board Director and Co-Founder, Form-Based Codes Institute, 2004 to present
Paul Harris Fellow, Rotary International, 1996
Assistant District Governor, Rotary Club of South Miami, 1998-1999 and President, 1996-1997
Co-Chair, Administrative Council, First United Methodist Church of South Miami, 1997-1999
Director, Jubilee Community Development Corp. (Miami District, United Methodist Church), 1994-1996

Selected Lectures

National Association of City Transportation Officials (NACTO), Keynote Speaker, 2015 (Austin, TX)
CNU National Conference, 2012 (West Palm Beach), 2011 (Chicago), 2010 (Atlanta)
APA National Conference, 2013 (Chicago), 2012 (Los Angeles), 2009 (Minneapolis)
CNU Florida Conference, Keynote Speaker, 2014
CNU Transportation Summit/ProWalk ProBike, Long Beach, CA 2012
Opening Plenary, CNU 17, 2009, Denver, CO
New Partners for Smart Growth Conference, 2011 (Charlotte), 2005 (Miami Beach)
AARP/NAHB Livable Communities Award Ceremony, 2008, Washington, DC
National Association of Home Builders, 2008, Orlando, FL, and 2004, Las Vegas, NV
Australian Council for New Urbanism (ACNU), 2008 and 2005, Brisbane, Australia
Urban Land Institute (ULI), "Reality Check," 2007, Charleston, South Carolina
USGBC Greenbuild international conference and expo, 2006, Denver, CO
American Institute of Architects, 2005, Las Vegas, NV
The Princes Foundation, 2004, London, England
Hawaii Congress of Planning Officials, 2003, Maui, HI
Council on European Urbanism (CEU), 2003, Brussels & Bruges, Belgium
The Seaside Institute, "The Florida Tapes," 1998, Seaside, Florida

Joseph A. Kohl, CNU-Accredited

Founding Principal

Joseph Kohl was among the founders who, n 1987, established the firm that became Dover, Kohl & Partners. Concerned with ever increasing suburban sprawl, Joe and Victor Dover began designing sustainable streets, towns, and regions for municipalities and private clients across the country and internationally. Together, they have developed a successful public design process, combining cutting-edge visualization techniques with community participation strategies.

Joe is recognized nationally as an innovator in urban design and graphic communication. He pioneered the use of computer imaging simulations for urban design projects, winning several national awards for his work. He is known for his expertise in applying graphic techniques to development ordinances, and he has authored many of the firm's illustrated land development regulations. Joe is responsible for daily business operations and internal management of the firm. He oversees the firm's urban design, working hands-on with the Town Planners to refine and constantly improve designs for walkable, sustainable urban places.

Joe received his Bachelor of Architecture degree from Virginia Polytechnic Institute, where he also studied at their Washington-Alexandria Center for Architecture. He received his Master of Architecture in Suburb and Town Design from the University of Miami. Joe is a charter member of the Congress for the New Urbanism (CNU), the leading organization promoting walkable, neighborhood-based development as an alternative to suburban sprawl, and is a CNU-Accredited Professional. Joe is also a founder and board member of the Form-Based Codes Institute, a not-for-profit think tank that focuses on quality control, education, and advancement of form-based codes as an alternative to Euclidean zoning. He serves as the Institute's treasurer and he frequently instructs courses on the application and implementation of Form-Based Codes. Joe has also taught numerous design and media courses at the University of Miami.

Education

Master of Architecture
in Suburb and Town Design
UNIVERSITY OF MIAMI
Coral Gables, Florida

Bachelor of Architecture
VIRGINIA POLYTECHNIC INSTITUTE
AND STATE UNIVERSITY
Blacksburg, Virginia

Professional Experience

Principal, 1987 to present
DOVER, KOHL & PARTNERS
Coral Gables, Florida

Project Director, 1986-1987
Image Transformation Laboratory
UNIVERSITY OF MIAMI
School of Architecture
Coral Gables, Florida

Intern Architect, 1985
WARD/HALL ASSOCIATES
Fairfax, Virginia

Teaching

Faculty, 2004 - present
FORM-BASED CODES INSTITUTE

Visiting Instructor, 1986-1991
UNIVERSITY OF MIAMI
School of Architecture

Faculty, 1986
FLORIDA GOVERNOR'S SUMMER PROGRAM FOR ARCHITECTURE AND DESIGN

Service

Vice Chair, Form-based Codes Institute, 2004 to present

Treasurer, Form-Based Codes Institute, 2004 to 2012

Instructor, Form-Based Codes Institute courses:
- FBCI 201 Course, Tampa FL, April 2013
- FBCI 201 Course, Providence RI, June 2011
- FBCI 201 & 301 Courses, Portland ME, May 2011

Panelist, Urban Land Institute's Technical Advisory Panel, Coral Springs, FL, May-June 2013

Panelist, FBCI Codes Forum, Chicago IL, April 2013

Trustee Member, Chamber South, 2008

Member, Technical Review Committee, South Miami-Dade Watershed Plan, 2004-2006

Design Expert/ Resource Team Member, Florida Public Officials Design Institute, 2002

Charter Member, Congress for the New Urbanism, 1993 to present

Board Member, Urban Environment League, 2003-2004

Professional Design Advisory Board, Fairchild Tropical Garden, 1994-1996

Selected Lectures

"Introduction to New Urbanism," Univ. of Miami Law School, November 2013

"1st Generation Transit-Oriented Developments, What Did We Learn?" Rail~volution Annual Conference, Hollywood CA, October 2012

"Form-Based Coding: the Tool for Sustainable Community Design," National Trust for Historic Places National Conference, Austin TX, October 2010

"Form-based Codes," Governor's Annual Conference on Smart Growth, Atlantic City NJ, 2005

"Retail Architecture and the Street," Congress for the New Urbanism, Milwaukee, WI, June 1999

"Making complete neighborhoods," Jax Pride 1999, Jacksonville, Florida, March 1999

"Infill Development in the Urban Corridor, Miami to West Palm Beach," First South Florida Sustainable Building Conference and Exhibition. 1997

Amy Groves, AICP, CNU-A

Principal, Senior Project Director

Education

Master of Urban and Environmental Planning
UNIVERSITY OF VIRGINIA
Charlottesville, Virginia

Bachelor of Architecture
UNIVERSITY OF MIAMI
Coral Gables, Florida

Professional Experience

Town Planner and Senior Project Director, 2002 to present
DOVER, KOHL & PARTNERS
Coral Gables, Florida

Intern Architect, 2001-2002
BRUCE R. WARDELL ARCHITECT, PC
Charlottesville, Virginia

Project Architect, 1999-2000
MC HARRY AND ASSOCIATES
Coral Gables, Florida

Intern Architect, 1998-1999
RODRIGUEZ ARCHITECTS, INC.
Coral Gables, Florida

Amy joined Dover-Kohl in 2002. As a Principal and Senior Project Director, she guides the work of the studio team to create visionary images and implementable plans using the principles of smart growth, sustainable planning, and traditional neighborhood design. Amy has participated in over 50 Dover-Kohl charrettes, functioning as both Project Director and Town Planner for downtown master plans, corridor studies, and form-based codes, as well as new neighborhood plans.

Amy received a Bachelor of Architecture from the University of Miami, and a Master of Urban and Environmental Planning from the University of Virginia. She is certified by the American Institute of Certified Planners (AICP), the Congress for the New Urbanism (CNU-A), as well as the National Charrette Institute (charrette planner), and has taught courses offered by the Form-Based Codes Institute (FBCI).

Selected Projects

RETHINK FOLLY ROAD: A COMPLETE STREETS STUDY, Charleston, South Carolina, 2015 - 2016
Amy served as Project Director for the Folly Road corridor study which explores the potential to remake Folly Road as a more sustainable, multimodal corridor, which could become a precedent for the Charleston region.

A VISION FOR MICHIGAN AVENUE/ GRAND RIVER AVENUE, Lansing Region, Michigan, 2013 - 2014
CATA BUS RAPID TRANSIT EA, Lansing Region, Michigan, 2014 - 2015
Amy served as Project Director for this regional corridor initiative, which engaged the Lansing community in defining a unified vision for the Michigan Avenue / Grand Avenue corridor from the State Capitol to Webberville. Two charrettes provided the opportunity for an in-depth community conversation about the future urban form of the corridor, producing a consensus-based vision for urban design, land use, transportation, and economic development. Amy also served as Project Director for a second Dover-Kohl assignment on this corridor, conducting a charrette for the Capitol Area Transportation Authority (CATA) to explore implementation of bus rapid transit as part of the Environmental Assessment process.

THE TOWN'S BLUEPRINT FOR HISTORIC CHARLOTTE AMALIE, St. Thomas, USVI, 2010 - 2011
VETERANS DRIVE DESIGN ASSISTANCE, St. Thomas, USVI, 2013 - PRESENT
Amy served as Project Director for The Town's Blueprint, a pilot project to demonstrate and test the application of a Form-Based Code (FBC) in the historic neighborhoods of Charlotte Amalie. The first step to creating the Code was conducting a multi-day public charrette to confirm the community's vision for the future; this vision was then translated into a draft FBC. Continuing work has included collaboration with the USVI Department of Public Works and their design team on implementation of a multimodal street retrofit for Veterans Drive, a critical part of the community vision.

THE COLUMBIA PIKE NEIGHBORHOODS PLAN & CODE, Arlington County, Virginia, 2011 - 2012
COLUMBIA PIKE MASTER PLAN AND FORM-BASED CODE, Arlington County, Virginia, 2002
Amy served as Project Director for The Columbia Pike Neighborhoods Plan, which completes the final phase of Arlington County's Columbia Pike Initiative. In June 2011, the Dover-Kohl team led a public charrette process, inviting the community to work in a hands-on, visual method with the consultant team to create a draft plan for the future of the Pike corridor. The purpose of this Plan is to guide future public and private investment decisions to implement community goals such as enhancing the quality of life along the corridor, creating a pedestrian and bicycle-friendly community, and sustaining a supply of housing to serve a community with a broad mix of incomes. Amy also served as a Town Planner for the 2002 Plan and Code for Columbia Pike's mixed use nodes. The Columbia Pike Initiative received a 2014 CNU Charter Award for Best Corridor Plan.

FORT MONROE REUSE PLAN, Hampton, Virginia, 2008
Amy served as Town Planner and later as Project Director for the Reuse Plan for Fort Monroe. This historic, early 19th-century Fort is planned to be closed as a military facility in 2011; the Reuse Plan, adopted in August 2008, provides a framework for reuse that will protect the historic buildings and landscapes, provide public access to the waterfront and a new large-scale park, secure economic sustainability, and allow new development within strict limits.

PLANNED MIXED-USE INFILL DISTRICT CODE, Sarasota County, Florida, 2007
Amy served as Project Director for the creation of the Planned Mixed-Use Infill District, adopted by Sarasota County in August 2007. This Form-Based Code was crafted to promote sustainable, mixed-use infill neighborhoods in the county's aging commercial corridors.

James Dougherty, AICP, CNU-a

Principal, VP - Director of Design

James Dougherty is the Director of Design at Dover, Kohl & Partners. James has dedicated his career to helping communities envision and implement a more walkable, sustainable future. James began working with Dover-Kohl in 1996 and has since participated in over 140 design and form-based coding charrettes in the United States and abroad. James works closely with the firm's Principals, Project Directors and Urban Designers to establish the design direction of each of the office's projects. He participates in all aspects of the office's work, including public involvement, development of master plans, regulating plans and form-based codes. James also specializes in the creation of many of the company's three-dimensional illustrations, using a blend of hand-drawn and computer techniques.

James holds a Bachelor of Architecture degree from Hampton University and a Master of Architecture degree from the Town & Suburb Design Program at the University of Miami, where he serves as an Adjunct Professor. He is certified by the American Planning Association and the Congress for the New Urbanism. James is an instructor with the Form-Based Codes Institute (FBCI), and has led numerous sessions at FBCI workshops. James has successfully completed all portions of the Architectural Registration Exam.

James' graphics and visualizations illustrating sustainable urban design and form-based code principles have been published in over fifteen books. He co-curated the 2012 exhibit "The Art of the New Urbanism" featuring over 200 visualization artworks by leading practitioners of the New Urbanist movement. James founded and continues to co-lead the Congress for the New Urbanism's urban design and illustration training series, the CNU Art Room. James was honored to receive the 2012 Congress for the New Urbanism Florida's "Charles A. Barrett Memorial Award for Continuing Excellence in Architecture And Urban Design". The American Society of Architectural Illustrators has presented James with "Awards of Excellence" in their prestigious Architecture in Perspective (AIP) 24 and 25 international cometitions, and "Top Informal Category Award" in their AIP 29 competition.

Education

Master of Architecture
Town and Suburb Design Program
UNIVERSITY OF MIAMI
Coral Gables, Florida

Bachelor of Architecture
HAMPTON UNIVERSITY
Hampton, Virginia

Professional Experience

Director of Design, 1996 to present
DOVER, KOHL & PARTNERS
Coral Gables, Florida

Intern Architect, 1995
MMM DESIGN GROUP
Norfolk, Virginia

Assistant Construction Superindendent, 1991
PROJECT MANAGEMENT & DESIGN, INC.
Virginia Beach, Virginia

Teaching

Faculty, 2007 to present
FORM-BASED CODES INSTITUTE

Adjunct Professor, 2006, 2012 to present
UNIVERSITY OF MIAMI
School of Architecture
Coral Gables, Florida

Affiliations

Member, American Planning Association, 2005 to present (AICP certification)
Member, Congress for the New Urbanism, 2002 to present (CNU-A certification)
Member, American Society of Architectural Illustrators, 2008 to present

Lectures

"The Importance of Art and Illustration in the New Urbanism " Lowe Museum, 2011, Miami, FL

"Brief History of American Urbanism," "Brownfield and Greenfield Projects," and "Infill and Redevelopment Projects," Form-Based Codes Institute, 2007-2012

"Designing in Public - New Urbanist Charrettes," Co-keynote speaker with Elizabeth Plater-Zyberk, American Institute of Architecture Students, South Quad conference, 2008, Miami, FL

Publications of Illustrations and Writings

Sustainable Urbanism and Beyond, Tigran Haas, 2012
Sprawl Repair Manual, Galina Tachieva, 2010
Retrofitting Suburbia, Ellen Dunham-Jones and June Williamson, 2009
Form-Based Codes, Daniel G. Parolek, AIA, 2008
Sustainable Urbanism, Douglas Farr, 2008
Redesigning Cities: Principles, Practice, Implementation, Jonathan Barnett, 2008
The Charrette Handbook, National Charrette Institute, 2006
Getting to Smart Growth II, Smart Growth Network, 2003
Mixed-Use Development Handbook, ULI, 2003
New Urbanism: Comprehensive Report & Best Practices Guide, Robert Steuteville, 2003
Greyfields into Goldfields, Dead Malls Become Living Neighborhoods, CNU, 2002
PlaceMaking: Developing Town Centers, Main Streets & Urban Villages, C. Bohl, 2002
Community by Design, Kenneth B. Hall and Gerald A. Porterfield, 2001
New American Urbanism, John A. Dutton, 2000

Pamela Stacy King, CNU-A

Town Planner

Education

Master of Architecture
in Suburb and Town Design
UNIVERSITY OF MIAMI
Coral Gables, Florida

Bachelor of Architecture
UNIVERSITY OF MIAMI
Coral Gables, Florida

Professional Experience

Town Planner, 2006 to present
DOVER, KOHL & PARTNERS
Coral Gables, Florida

Designer I/Job Captain, 2005-2006
FORUM ARCHITECTURE & INTERIOR DESIGN, Altamonte Springs, Florida

Senior Designer/Project Manager
2002-2005
CANIN ASSOCIATES, INC. Orlando, Florida

GIS Intern, 1999-2000
WALT DISNEY IMAGINEERING,
MASTER PLANNING DIVISION
Orlando, Florida

Affiliations

Member, Congress for the New Urbanism, 2007 to present
Accredited, 2010

Certified Charrette Planner,
National Charrette Institute, 2007

Graphics in Publications

LEED-ND Handbook, 2009
Form-Based Codes, Daniel G. Parolek, AIA, 2008
Sustainable Urbanism, Douglas Farr, 2008
A Legal Guide to Urban and Sustainable Development for Planners, Developers and Architects, Daniel K. Slone, Doris S. Goldstein, W. Andrew Gowder, 2008

Pamela Stacy King directs projects at every scale drawing on a background in both planning and architecture. Pam focuses on form-based codes, comprehensive plans, master plans, and architectural standards and has experience throughout the United States and internationally. When not directing projects, Pam is the lead designer on illustrative plans working closely with the public to help envision more walkable and sustainable futures. Prior to joining Dover-Kohl in 2006, Pam worked designing homes and community buildings, and producing construction documents and working with municipalities to get projects approved and working with construction managers on-site – both skills that give her a valuable perspective when creating new master plans and form-based codes. Pam received her Bachelor of Architecture and her Master of Architecture in Suburb and Town Design from the University of Miami. She is a certified Charrette planner and is CNU accredited.

Selected Projects

COCOA BEACH GATEWAYS MASTER PLAN, Cocoa Beach, Florida, 2014
Cocoa Beach has remained relatively untouched for several decades, surviving on outside attractors like the Space Shuttle Program. Now the City wants to be "Open for Business" and attract new growth to its commercial areas to attract more visitors and increase its tax base. Pamela led the effort as Project Director to create the *Gateways Master Plan.* The resulting vision redefines SR 520 as a premier east-west corridor connecting the Banana River to the Ocean with a multiway boulevard. The plan lays out a path to revise fine tune development regulations allowing redevelopment to occur.

SEVEN50, THE PROSPERITY PLAN FOR SOUTHEAST FLORIDA, 2012-2014
Seven50 is the plan for the seven counties of Southeast Florida for the next fifty years. The region includes 121 municipalities and over six million people. Plan creation involved over 5,000 people participating in a series of regional summits and local workshops and over one million people via an interactive website. Pamela was a primary coordinator for all public events and was the principal editor of the Seven50 Prosperity Report. Seven50 was funded by the US Office of Sustainable Housing and Communities and was featured on *National Public Radio* and in The *New York Times.*

EL PASO COMPREHENSIVE PLAN, El Paso, Texas, 2010-2012
Pamela assisted in and managed the production of over 250 square acres in El Paso while working on the Comprehensive Plan for the City. Pamela was the primary writer for the Urban Design Element and head editor for the overall document. Connecting El Paso Plan was a first step in the comprehensive planning initiative and was unanimously approved by the El Paso City Council and was awarded a 2011 National Award for Smart Growth Excellence by the US Environmental Protection Agency. The complete comprehensive plan has been submitted to the City for estimated approval by May 2012.

JAMESTOWN MALL AREA PLAN, St. Louis County, Missouri, 2010
Jamestown Mall, located in north St. Louis County is in decline. As project director, Pamela led the team in an effort to find ways to redevelop the mall property in a way that is sustainable and a benefit to the surrounding community. The area plan shows the transformation of the mall parking fields into a diverse walkable, mixed-use village center.

WEST FAIRVIEW AVENUE, Montgomery, Alabama, 2010
The plan proposes transforming the avenue, an auto-dependent strip of commercial uses, into a "main street" with pedestrian provisions like sidewalks, street trees, benches, awnings and on-street parking and encouraging a greater variety of street-oriented civic and retail uses. The plan was designed in conformance with the City's existing form-based code overlay for ease of implementation and included a Transect map for the study area. Pam served as project manager for this effort.

THE BLUEPRINT FOR SPRINGHILL AND OVERLAY ZONING ORDINANCE, Mobile, Alabama, 2007
The Blueprint for Spring Hill outlines the necessary steps to create much-needed walkable centers for this gracious district of Mobile. The plan identified three key commercial intersections and demonstrated their evolution over time from auto-oriented strip shopping centers into memorable meeting places. Pam served as project manager for this effort.

Speaking Engagements

Marketing Innovation: Stimulating Public Engagement Through An Integrated Digital PR Platform | Florida APA Conference, September 2013

Public Engagement In The Information Age | FPZA Conference, June 2014

Kenneth Garcia, CNU-A

Town Planner

Degrees

Master of Architecture
ANDREWS UNIVERSITY
Berrien Springs, Michigan

Bachelor of Architecture
ANDREWS UNIVERSITY
Berrien Springs, Michigan

Professional Experience

Town Planner, 2007 to present
DOVER, KOHL & PARTNERS
Coral Gables, Florida

Honors

CNU ACADEMIC CHARTER AWARD, 2007
The Saucier Town Plan
Andrews University

TAU SIGMA DELTA HONOR SOCIETY IN ARCHITECTURE, 2007
Andrews University

Affiliations

Member, Congress for the New Urbanism, 2004 to present

Certified Charrette Planner, National Charrette Institute, 2007

Lectures & Exhibits

CNU 22 - The Art of Street Design, 2014
Art of the New Urbanism Exhibit, 2012
CNU 20 - SketchUp as a Foundation for Quick Charrette Hand Drawing, 2012

Kenneth has been with Dover, Kohl & Partners since 2007 and has participated in over 50 design charrettes. He produces many of the firm's illustrations and renderings, using a combination of computer graphics and traditional watercolor techniques. Kenneth received both his Master of Architecture and his Bachelor of Architecture from Andrews University, a leading center for the study of New Urbanism. He is CNU-Accredited by the Congress for the New Urbanism (CNU), and is a Certified Charrette Planner through the National Charrette Institute. Kenneth grew up in Costa Rica and Mexico, and is fluent in Spanish.

Kenneth was a founding member of Andrews University's chapter of the Students for the New Urbanism, and was a member of the design team that won a CNU Charter Award for their work on the Saucier Town Plan for Saucier, Mississippi. He serves on the board of Bike Walk Coral Gables, a local advocacy group that promotes bicycling and walking as safe and healthy forms of transportation and recreation, and as part of Miami Temple's Health Ministries team promoting active and healthy lifestyles.

Selected Projects

PLAN DOWNTOWN OAKLAND, Oakland, California, 2015
The Plan Downtown Oakland project is an interactive planning process for the creation of a Downtown Specific Plan. The project began in the late summer of 2015, with a community kick-off event. In mid-October, Dover-Kohl led a well attended 9-day charrette, located in a storefront in the heart of downtown. The Specific Plan is expected to be completed during the summer of 2016. An Environmental Impact Report (EIR) for the Downtown Specific Plan is expected to be completed during the summer of 2017. Kenneth serves as town planner and illustrator for this project.

CAPITOL CORRIDOR PLAN, Lansing, Michigan, 2014
The Capitol Corridor plan extends approximately 19-miles from the capitol building to the town of Webberville. Spanning 10 municipalities, the corridor transverses cities, towns and countryside. The resulting plan outlines a vision to guide future growth, change and preservation in the corridor; it also provides recommendations for municipalities and key stakeholders to carry these ideas to implementation. Kenneth served as project manager and illustrator for this project.

WATER CAMPUS MASTER PLAN, Baton Rouge, Louisiana, 2013
Working for the Baton Rouge Area Foundation, Dover-Kohl led the initial design of the 30 acre campus that will be the new home of The Water Institute of the Gulf. The campus is expected to grow into a major center for the science and research of river deltas. The Water Campus' walkable streets, public spaces and urban buildings will be a major step toward fostering a better connection between downtown Baton Rouge and Louisiana State University. Kenneth served as Project Director and illustrator for this project.

EL PASO COMPREHENSIVE PLAN, El Paso, Texas, 2012
Over the course of two years, Dover Kohl has led the process of rewriting El Paso's Comprehensive Plan. Through multiple charrettes Dover Kohl worked with the residents, stakeholders and city officials to create a guide to the City's future growth and enable Transit-oriented Development. Kenneth served as a town planner and illustrator for this effort.

CURRIDABAT MASTER PLAN & FORM-BASED CODE, Curridabat, Costa Rica, 2011
Dover, Kohl & Partners teamed with lead firm Castillo Arquitectos of Guatamala City, Guatamala, to create a Master Plan for the municipality of Curridabat, on the outskirts of the Costa Rican capital of San José, with a focus on walkability and livability. Curridabat will be the first municipality in Costa Rica to officially implement a Form-Based Code. It is the recipient of a 2014 CNU Charter Award for Best City Plan. Kenneth served as a town planner and illustrator for this project.

Service

Board Secretary, Bike Walk Coral Gables, 2016-Present
Visiting Critic, Andrews University, 2008-2014
President and Chapter Founder, Students for the New Urbanism, 2004-2006

Jennifer Garcia, CNU-A

Town Planner

Jennifer is a certified Charrette Planner through the National Charrette Institute and is an accredited professional with the Congress for the New Urbanism (CNU). She received both her Master and Bachelor of Architecture from Andrews University, a leading center for the study of New Urbanism. She has spoken at national conferences including the Congress for the New Urbanism about creating plan report documents and her illustrations can be seen in several publications and exhibits. While at Dover-Kohl, she has worked with both municipalities and developers alike to produce innovative master plans, form-based codes, graphics and reports that contribute to the creation of walkable, sustainable urban places.

Jennifer's understanding of a community's history, culture, traditions, and how they contribute to the range of urbanism and local vernacular is influenced by her time living and traveling abroad. Prior to joining Dover-Kohl, Jennifer worked with several top New Urbanist thinkers and contributed to a variety of design teams, including Jaime Correa, Charles Bohl, and Castillo Arquitectos. She also enjoys blogging as a local transit advocate for Transit Miami and as an architecture contributor for Global Site Plans. Her daily bicycle commutes reinforce her belief in nurturing living urbanism with livable streets.

Degrees

Master of Architecture
ANDREWS UNIVERSITY
Berrien Springs, Michigan

Bachelor of Architecture
ANDREWS UNIVERSITY
Berrien Springs, Michigan

Bachelor of Arts in Spanish Studies
ANDREWS UNIVERSITY
Berrien Springs, Michigan

Professional Experience

Town Planner, 2013 to present
DOVER, KOHL & PARTNERS
Coral Gables, Florida

Proprietor, 2009-2013
GARCIA DESIGN STUDIO
Coral Gables, Florida

Associate Urban Designer, 2007-2009
JAIME CORREA & ASSOCIATES
Miami, Florida

Architectural Designer, 2006-2007
ARKOS DESIGN, INC
Niles, Michigan

Service

Board Chair, Bike Walk Coral Gables
Vice President, MAA Alumni Association
Visiting Critic, Andrews University
Rebuilding for Resilience Haiti Design Workshop, University of Miami, 2010
CERENID, Hogar de Ninos, Bolivia, 2006
Escuela Gabriela Mistral, Ecuador, 2005

Selected Projects

CODE SMTX, San Marcos, Texas, 2016
Code SMTX is the rewrite of the City's Land Development Code. Jennifer served as a town planner in this effort to expand the portions of the city where walkable urbanism (as opposed to drive-only suburbanism) is the default. Code SMTX includes updates to all regulations relating to land development concerning items like building heights, building materials, required landscaping, street design, lot and block size requirements, parkland dedications and stormwater management. Code SMTX was awarded a Charter Award of Excellence for its Tactical Urbanism Intervention and Project Kickoff on the Block, Street, and Building Scale by the Congress for the New Urbanism in 2015.

SEVEN50 (7 COUNTIES, 50 YEARS), Southeast Florida, 2011-2014
Seven50 is a blueprint for growing a more prosperous and desirable Southeast Florida during the next 50 years and beyond. Jennifer served as a town planner, illustrator, and graphic designer for this plan that ensures a vibrant and resilient economy, and stewardship of the fragile ecosystem. A unique collaboration of more than 200 public, private, and civic stakeholders, Seven50 mapped the strategy for the best-possible quality of life for the more than six million residents of Southeast Florida. Seven50 received the Award of Excellence for Best Practice from the American Planning Association, Florida Chapter, Gold Coast Section.

CAPITOL CORRIDOR, Lansing Region, Michigan, 2013
Jennifer served as a town planner to engage the Lansing region in defining a unified vision for the Michigan Avenue / Grand Avenue corridor. A series of charrettes provided the opportunity for an in-depth community conversation about the future urban form of the corridor and strive to produce a consensus-based vision for the urban design, land use, transportation, and economic development.

EAST PORT OF SPAIN MASTER PLAN, Trinidad & Tobago, West Indies, 2012
Applying the principles of traditional town planning, the firm assisted the East Port of Spain Development Company to restore East Port of Spain's urban centers, reconfigure sprawling settlements into communities of neighborhoods, conserve natural features, and preserve the area's built legacy. Jennifer served as an urban design consultant for this effort.

CONNECTING EL PASO, El Paso, Texas, 2010
Connecting El Paso focused on areas expected to become new centers under the City's new transit plan: Remcon Circle, 5 Points, and the Oregon Corridor. The plan also proposes redevelopment at the former ASARCO site to include connected networks of pedestrian-friendly streets, protected open spaces, office and commercial uses, and regional landmark destinations. The City plans to complete new bus rapid transit centers and street improvements at each transit site and compact, mixed-use transit-oriented development is expected to follow in time. Jennifer served as an urban design consultant for this effort.

G. Wade Walker, PE, Hon. ASLA

Principal

Wade Walker's focus for the past 20 years has been on livable transportation and context sensitive solutions, focusing on rebalancing transportation systems to support the urban or rural contexts in which they occur. He is a recognized expert in Complete Streets, walkability and Smart Growth, and often speaks at national conferences on balanced multimodal solutions. Much of his work is done in a multi-disciplinary charrette setting, working collaboratively with architects, planners, landscape architects, urban designers, and stakeholders to create great communities through a community-driven process.

Education

- MS, Transportation Systems, University of Central Florida, 1994
- BS, Civil Engineering, University of Arkansas, 1991

Registrations

- Professional Engineer, AR (16779), NC (035533), FL (51535), MS (20621), TN (00115128), SC (30539)

Professional Highlights

- Alta Planning + Design, 2013-
- Fuss & O'Neill, 2009-2013
- Kubilins Transportation Group, 2005-2009
- Glatting Jackson Kercher Anglin Lopez Rinehart, 1993-2005

Recent Projects

Folly Road Corridor Study, Charleston, SC

Alta worked with the Berkeley-Charleston-Dorchester Council of Governments to enhance multi modal transportation opportunities, ease traffic congestion, and to improve the aesthetics of the Folly Road Corridor which connects Charleston, James Island, and Folly Beach, SC. Wade served as Principal-In-Charge and helped facilitate a week long charrette which resulted in a range of near and long term solutions for the corridor, while producing graphics for the final plan.

Brandon Downtown Master Plan and Citywide Comprehensive Plan, MS

Alta led the transportation efforts for the development of a vision and master plan for Downtown Brandon, Mississippi. Wade assisted in facilitation and design development during the three-day charrette where Alta, the Orion Planning Group, market and local consultants, City staff, and the community worked together to envision a revitalized Downtown Brandon. Alta developed a mobility and landscape architecture plan to expand and enhance the Square, create new on-street parking and wider sidewalks through lane diets, and create eastern and western gateways to downtown. Additionally, Alta developed a concept to create a greenway linking downtown to the regional park to the south.

3rd and 4th Street Improvements, Chattanooga, TN

Wade is serving as Principal-In-Charge for complete street recommendations along the 3rd and 4th Street corridor study being conducted by River City Corporation. The study looks at how to position the corridor better for economic development and connectivity, focusing on creating mobility options for residents and stakeholders within the corridor. Specific recommendations include a road rebalancing on 3rd/4th St. and Riverfront Parkway to better accommodate bike and pedestrian traffic, creation of a transit node at the Chattanooga Zoo, better identity, facilities, and streetscape along the Medical District and University District, and more intuitive multimodal linkages throughout the corridor.

**Completed prior to joining Alta*

Daniel A. Ashworth, Jr., PLA, AICP

Design Associate

Daniel is a Professional Landscape Architect who plans and designs active and livable communities while working hard to see those visions become reality. His professional experience bridges the divide between landscape architecture and planning, bringing the two together. Daniel's professional interests are multimodal transportation, urban design and planning, and public spaces.

Education

- MLA, University of Pennsylvania, 2004
- BLA, Mississippi State University *summa cum laude*, 2002
- BS, Landscape Contracting & Management, Mississippi State University *summa cum laude*, 2002

Recent Projects

Munford Surface Transportation and Land Use Master Plan, TN*

Daniel played a key role in developing a multimodal transportation and downtown master plan for the City of Munford funded by TDOT Surface Transportation Program funds. He was heavily involved in the inventory phase, GIS base mapping, master plan mapping, conceptual streets design, and downtown planning. The project involved making recommendations and prioritizing future multimodal transportation connections along with revitalizing downtown Munford.

Dresden Green Rail Trail and Multimodal Improvements, TN*

On this rail to trail project, Daniel provided design and construction documents work for the trail, street crossings, overlook, trailhead, and connections to an existing park, farmers market and existing street sidewalks. Additional duties performed were TDOT approvals and construction administration. The first three phases are currently under construction, with the fourth phase approaching the bidding phase.

Covington Surface Transportation Master Plan, TN*

This was another multimodal transportation master plan funded TDOT Surface Transportation Program funds for the City of Covington. Daniel's role in the project was street inventory and site analysis, GIS base mapping, master plan mapping, and streets & intersections conceptual design. The project provided recommendations for future multimodal connections and identified potential projects for future TDOT grant applications.

Professional Highlights

- Alta Planning + Design, 2016–
- A2H, Inc. Engineers, Architects, and Planners, 2014–2016
- Ritchie Smith Associates, 2007-2014
- Glatting Jackson, Inc., 2004-2007

Collierville Center Connect Streetscape Improvements, TN*

Daniel was integrally involved in the design and construction documents of this downtown streetscape project for Collierville. Some of the features of the project were the addition of angled parking and wide sidewalks in phase one, along with sidewalks and curbs and gutters in phase two. This project provides the structure and setting for planned and zoned future dense downtown development on this street. The project is currently in right-of-way acquisition, after which the bidding phase will begin.

Haines City Streetscape Improvements, FL*

Daniel worked on design solutions for three of Haines City's downtown streets and a park space. The streets were reconfigured in a fashion to making them more pedestrian friendly by narrowing the pavement widths and introducing brick as a pavement surface. Intersections were also redesigned making them safer for drivers and pedestrians, and making the main street traffic the dominant and easier move for in-town traffic to help support local downtown retail. Construction was completed in 2008.

**Completed prior to joining Alta.*

Katie Lloyd, PLA

Designer

With a background in both Fine Arts and Landscape Architecture, Katie Lloyd strives to design vibrant public spaces that promote meaningful outdoor activity, while increasing livability and community unity. Katie joined Alta in 2014, bringing a background in public and private sector design. While working for Alta, she has worked on greenway feasibility studies, construction documents, streetscape design, charrettes, and complete streets plans, as well as bicycle and pedestrian planning projects. In addition to a passion for placemaking and active transportation, Katie has devoted much of her artistic and academic career to agricultural systems and food access, resulting in a graduate thesis focused on family farming and numerous food-targeted public art projects.

Education

- MLA, Landscape Architecture, Clemson University, 2013
- BFA, Fine Arts: Sculpture, Winthrop University, Summa Cum Laude, 2009

Professional Registrations

- Professional Landscape Architect: SC (#1335)

Professional Highlights

- Alta Planning + Design, 2014–
- Project Designer, Familiar Workshop, 2013-2014
- Landscape Architect/Designer I, Merrick & Company, 2013–2014
- Landscape Architecture Intern, City of Greenville, SC, 2012-2013
- Project Coordinator, a.LINE.ments studio at Clemson University, 2010-2013

Recent Projects

3rd and 4th Street Improvements, Chattanooga, TN

Katie served as a project designer for complete street recommendations along the 3rd and 4th Street corridor study being conducted by River City Corporation. The study looks at how to position the corridor better for economic development and connectivity, focusing on creating mobility options for residents and stakeholders within the corridor. Specific recommendations include a road rebalancing on 3rd/4th St. and Riverfront Parkway to better accommodate bike and pedestrian traffic, creation of a transit node at the Chattanooga Zoo, better identity, facilities, and streetscape along the Medical District and University District, and more intuitive multimodal linkages throughout the corridor.

Folly Road Corridor Study, Charleston, SC

Alta worked with the Berkeley-Charleston-Dorchester Council of Governments to enhance multi-modal transportation opportunities, ease traffic congestion, and improve the aesthetics of the Folly Road Corridor which connects Charleston, James Island, and Folly Beach, SC. Katie helped facilitate a week long charrette which resulted in a range of short- and long-term solutions for the corridor, while producing graphics for the final plan.

Main Street Streetscape, Midland, MI

Alta is working with the Michigan Baseball Foundation to produce a master plan for Main Street Midland, MI. The plan provided a range of design solutions to enhance the downtown character and provide more opportunities for pedestrians. Katie participated in the design charrette, which included collaboration with town staff, business owners, and local officials.

Augusta Street Streetscape, Greenville, SC

With funding from the FY15/16 Capital Improvement Program, the City of Greenville selected Alta to provide professional engineering and landscape architecture services. Katie served as a project designer from conceptualization and public involvement, through permitting, and construction documentation for Augusta Street and University Street (approximately 2500 LF). Street improvements along the corridor include sidewalk expansion for outdoor dining, increasing on-street parking, traffic calming bulb-outs, landscaping, pedestrian lighting, and utility relocation and consolidation

BIHL ENGINEERING

Jennifer T. Bihl, PE, PTOE

President, Bihl Engineering, LLC

MUSC Campus Traffic Analysis, Traffic Analysis for the Children's Hospital and Women's Pavilion and Medical District Transportation Analysis and Conceptual Planning – Charleston, Charleston County, SC — Jennifer has been assisting the Medical University Hospital Authority (MUHA) with their transportation needs for a number of years. Tasks include determining baseline traffic conditions, trip routing through the hospital's campus, the future traffic conditions including performance of the traffic analyses for the new Children's Hospital and the new parking garage on Bee Street. We also assist MUHA, Roper Hospital and the VA Medical Center with the Medical District efforts. The Medical District creates a collaborative approach to the area and partners with the City. The Medical District effort has included (to date) a year-long planning process including multiple charrettes, including transportation and parking analyses of the conceptual planning efforts reviewing the mobility and operations of all modes throughout the district.

Rethink Folly Road – Charleston, SC — Working with the Dover Kohl led team, we provided traffic and transportation engineering support for the complete street project engaging in tasks such as existing conditions data collection and analysis, future conditions analyses and assisting in the coordination with the local transportation stakeholders. This project developed multi-modal short and long term concepts for the corridor and surrounding area to enhance mobility for corridor users.

City of Aiken Downtown Parking Study, Aiken, SC — Working with City staff, a parking subarea study was conducted in downtown Aiken, SC for key blocks to determine the parking conditions and trends in the study area. The study area was comprised of the traditional land uses for a downtown area and included civic, retail, and restaurant uses. This project created a baseline for downtown parking use and identified improvements to the existing parking system.

Nexton, Summerville/Berkeley County, SC — As the transportation engineer for the Nexton community since 2009, Jennifer performs the transportation analysis for the overall development as well as for each phase as it is developed. Tasks include intersection analyses, trip routing, general transportation engineering services, development of projected traffic volumes as well as operational analysis and design documents needed for regulatory approval.

On-call Services, Various Locations, SC — Jennifer performs transportation engineering on-call services for various municipalities and Counties across the region, including the City of Charleston.

Traffic Impact Analyses, Various Locations, SC — Performs data collection, intersection level of service analyses, signal warrant studies, turn lane warrants and dimensioning, and the identification of necessary improvements, for numerous projects across the region while coordinating with municipalities, counties, and SCDOT.

South Carolina Certified Woman Owned Business

Bachelors of Science, Civil Engineering, Clemson University, 1999

Masters of Science, Civil Engineering, Clemson University, 2000

Professional Engineer in South Carolina (#25271), Georgia (PE 030949), Florida (#60803), Alabama (#29445-E), and Mississippi (#18505)

Professional Traffic Operations Engineer

LEED Accredited Professional

Vice President, Southern District Institute of Transportation Engineers

Secretary and Member of AV050 Committee, Airport Terminals and Ground Access – Transportation Research Board

Past President, Institute of Transportation Engineers, South Carolina Section

Member, Institute of Transportation Engineers

Former Beaufort County Planning Commissioner and Beaufort-Port Royal Metropolitan Planning Commissioner

ULI Carolinas, Rethinking Southern Cities Council

Member, Urban Land Institute

Past Technical Advisory Committee for the Beaufort County Form Based Code

International Municipal Signal Association Work Zone Safety, Traffic Signal Level I and Traffic Signal Level II – Field Certified

BIHL ENGINEERING

South Carolina Certified Woman Owned Business

Sarah Van Cott, EIT

Bachelor of Science in Engineering, Aerospace Engineering, University of Michigan

Engineer in Training - South Carolina

Member, Institute of Transportation Engineers - South Carolina Section

Traffic Impact Analyses, Various Locations, SC — Performance of data collection, intersection level of service analyses, signal warrant studies, turn lane warrants and dimensioning, identification of necessary improvements, queuing analyses, and provides responses to review agency comments for numerous projects across the region.

MUSC Campus Traffic Analysis, Traffic Analysis for the Children's Hospital and Women's Pavilion and Medical District Transportation Analysis and Conceptual Planning - Charleston, Charleston County, SC — Performance of the traffic analysis for the new Children's Hospital and the new parking garage on Bee Street. In addition, tasks have included assisting MUHA, Roper Hospital and the VA Medical Center with the Medical District efforts. The Medical District creates a collaborative approach to the area and partners with the City. The Medical District effort has included (to date) a year-long planning process including multiple charrettes, including transportation and parking analyses of the conceptual planning efforts reviewing the mobility and operations of all modes throughout the district.

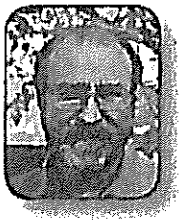
I-85 Widening MM 80 to MM 96, Spartanburg and Cherokee Counties — As a subconsultant to ICE, performing crash data review and summary for approximately 16 miles of interstate including the rural interchanges and the surrounding roadways and development of interchange modification reports for the proposed widening project on Interstate 85 that includes widening the interstate one lane in each direction as well as interchange and overpass modifications.

Rethink Folly Road - Charleston, SC — Working with the Dover Kohl led team, we provided traffic and transportation engineering support for the complete street project engaging in tasks such as existing conditions data collection and analysis, future conditions analyses and assisting in the coordination with the local transportation stakeholders. This project developed multi-modal short and long term concepts for the corridor and surrounding area to enhance mobility for corridor users.

City of Aiken Downtown Parking Study, Aiken, SC — Working with City staff, a parking subarea study was conducted in downtown Aiken, SC for key blocks to determine the parking conditions and trends in the study area. The study area was comprised of the traditional land uses for a downtown area and included civic, retail, and restaurant uses. This project created a baseline for downtown parking use and identified improvements to the existing parking system.

Horsley Witten Group
Sustainable Environmental Solutions

Richard A. Claytor, Jr., P.E.
President



Areas of Expertise
- Wetland and Natural Resource Area Assessments
- Environmental Permitting & Compliance
- Smart Growth/ Low Impact Development
- Watershed Planning & Assessment
- Civil Engineering
- Environmental Engineering
- Stormwater Management
- Surveying
- Site Design
- Training

Professional Registrations
- Professional Engineer Massachusetts, New Hampshire and Maryland
- Massachusetts Certified Soil Evaluator
- LEED Accredited Professional

Professional Affiliations
- Massachusetts DEP Stormwater Policy Advisory Committee
- Town of Sandwich, Massachusetts Planning Board, 2007 to 2011
- American Society of Civil Engineers

Academic Background
Bachelor of Science, Union College, Civil Engineering, Concentration in Hydrology, Hydraulics, Water Resources, and Geotechnical Engineering

Rich Claytor has more than 30 years of practical experience in civil and environmental engineering with specific expertise in water resource planning, design, implementation, research, education, and training. Rich has extensive experience and expertise in stormwater management design, implementation, program assessment, policy and evaluation. Rich also is experienced in watershed planning, training and education; water resource assessment, research, and permitting; water supply and wastewater design; land use planning, site design and research; storm drainage, erosion/sediment control, and roadway design; and construction administration. He has authored a variety of stormwater manuals and publications on stormwater policy, design and implementation, and has presented at dozens of training workshops and conferences over the last two decades. He has been the principal designer of stormwater management and stream restoration measures for a wide range of projects throughout New England and the Mid Atlantic.

REPRESENTATIVE PROJECTS

Implementing LID to Meet an Impervious Cover TMDL in Eagleville Brook, Mansfield, CT: Principal-in-Charge for the implementation of stormwater retrofit opportunities to disconnect and manage over 90 acres of imperviousness on the University of Connecticut campus to meet the country's first impervious cover-based TMDL. Applicable low impact development techniques in were identified within constraints of high density land use, extensive soil compaction and alteration, and expansive parking lots. Priority projects were identified based on cost/benefit analysis, feasibility with master campus planning, and amount of impervious cover captured.

Phase II Stormwater Permit and LID Training Clinics for Municipal Officials in New England, EPA Region I: Conducted a series of training clinics and hands-on assistance to New England municipal staff on the requirements of the new Phase II permits, as well as helping municipal officials and decision-makers encourage the use of low impact development/green infrastructure practices.

Promoting Green Infrastructure (GI) in the City of Chelsea, MA (2012): Principal in Charge to assist US-EPA Region I in promoting the use of GI in the Chelsea. This project informed the public about GI by developing outreach materials and reviewed existing City and State codes relative to the use of GI practices and suggested code improvements. The project also educated regulatory board members and City staff members on options, benefits, limitations, and costs of GI and provided plan review examples by presenting the technical material at a targeted workshop.

Fuller Brook Restoration, Wellesley, MA: Principal-in-Charge for the restoration of a 2.2-mile reach of a suburban impaired stream/wetland system within Fuller Brook Park, a major recreation and transportation corridor for the town. Primary design components include stormwater controls, recreated stream channels, stream bank stabilization, in-stream aquatic habitat, and wetland floodplain restoration.

Jonathan Ford, P.E.

Senior Project Manager - Community Design

Horsley Witten Group
Sustainable Environmental Solutions

Areas of Expertise
- Land Use Planning
- Smart Growth/ Low Impact Development
- Downtown & Neighborhood Revitalization
- Civil Engineering
- Urban Design

Professional Registrations
- Registered Professional Engineer MA, RI, CT, NC, NH, AR, TX
- National Charrette Institute Charrette Planner Certification

Professional Affiliations
- Board of Directors: Co-founder, President 2006-2008: New England Chapter of the Congress for the New Urbanism
- Board of Directors: Blackstone Parks Conservancy
- Faculty, Form Based Codes Institute
- Knight Fellow in Community Building, University of Miami School of Architecture

Academic Background
Bachelor of Science in Civil Engineering – University of Notre Dame

Jonathan has 17 years of professional engineering experience. As a New Urbanist civil engineer and designer, Jon believes compact, walkable neighborhood design leads to vibrant, lovable places in balance with nature. Dedication to traditional neighborhood design and a belief in interdisciplinary collaboration led Jon to found Morris Beacon Design in 2006 where he served as a New Urbanist civil engineering and planning resource until joining the Horsley Witten Group.

REPRESENTATIVE PROJECTS

Heritage Creekside, Plano, Texas: Rosewood Property Company is developing the Heritage Creekside project in Plano, Texas. The 156-acre infill project has an approved buildout of over 1,400 residential units, a hotel, and 2.5 million square feet of commercial space. HW is collaborating with Gateway Planning on planning, urban design, and civil engineering efforts including integration of the existing Pittman Creek into the master plan and production of construction documents for open space plazas, multi-modal paths, a pedestrian bridge, and naturalized creek restoration.

MetroPlan Jump Start Central Arkansas: Arkansas MetroPlan, the council of local governments for the central Arkansas metropolitan area, was looking to Jump Start sustainable projects in central Arkansas by providing site specific development plans for seven sub-areas to demonstrate proof of concept of economically and environmentally sustainable projects. Horsley Witten, as part of a consultant team led by Gateway Planning, was involved in all aspects of the project including development of subarea selection criteria, subarea application review, needs assessment, community visioning, planning and urban design, preparation of form-based zoning codes, and implementation planning. Horsley Witten developed an infrastructure framework for each of the communities, including neighborhood/block analysis, pedestrian and bicycle oriented street design, streetscape design, and green infrastructure.

Folly Road Complete Streets Study, Charleston, South Carolina: HW collaborated with Dover, Kohl and Partners and local stakeholders on a Folly Road Complete Street vision. Folly Road is the main spine of James Island, located south of the city of Charleston. Despite rich heritage and natural beauty, auto-oriented transportation infrastructure and sprawling development patterns are eroding the corridor's charm. The team led stakeholder input sessions, public visioning, and collaborative design and engineering as part of an intense seven-day design charrette, with solutions built into a comprehensive final report. HW focused on integration of ecological and green infrastructure solutions with pedestrian/bicycle mobility improvements and town placemaking at the corridor, block, street, and site scales. The plan has been formally adopted by all five communities within the corridor study area.

Horsley Witten Group
Sustainable Environmental Solutions

Brian Kuchar, P.E., R.L.A., LEED AP

Project Manager – Senior Landscape Architect/Civil Engineer

Areas of Expertise
- Civil Engineering
- Stormwater Management
- Wastewater Management
- Surveying
- Landscape Architecture
- Site Design
- Sustainable Design
- Smart Growth/ LID
- Downtown & Neighborhood Revitalization
- Meeting Facilitation
- LID Training

Professional Registrations
- Professional Engineer, RI
- Registered Landscape Architect, MA and RI
- LEED AP

Professional Affiliations
- American Society of Landscape Architects
- Board of Directors, Friends of Ballard Park,, Newport, RI, 2004 to 2006
- Planning Board, Newport, RI, 2005 to 2006

Academic Background
Bachelor of Science, Civil Engineering, Concentration in Environmental Engineering, Worcester Polytechnic Institute

Bachelor of Landscape Architecture, Landscape Architecture, University of Rhode Island

Brian has 18 years of experience in the combined fields of civil and environmental engineering and landscape architecture. Specific areas of expertise include: stormwater management, innovative alternative and conventional septic design, erosion and sediment control, site engineering, coastal design, ecologically sensitive landscape design, urban landscape design, environmental restoration, land management planning, surveying and federal, state, and local permitting, and construction inspection and administration. Brian has been employed in both the public and private sector in southern New England and has experience with a broad range of commercial and residential land development projects.

REPRESENTATIVE PROJECTS

Affordable Mixed Use Housing Development at Mashpee Commons, Mashpee, MA: Project Manager for site design of pedestrian-oriented affordable housing neighborhood. The project is comprised of 41 buildings, and includes a mixed-use district and a village green. Brian is providing engineering and landscape design services for integrated site design, including pedestrian oriented site layout, roadway and traffic design, green infrastructure practices, and enhanced streetscapes.

Heritage Creekside, Plano, Texas: Senior Landscape Architect for the Heritage Creekside urban neighborhood project in Plano, Texas. HW is collaborating with Gateway Planning to lead design and engineering efforts including integrating restoration of the existing Pittman Creek and tributaries into the overall master plan, producing multi-family, single-family, and mixed-use walkable neighborhood designs for pricing and permitting, and incorporating green infrastructure principles and best practices into the project at the block, street, and building scales of development. Rosewood Property Company has commenced construction.

Marston Mills Village Center Streetscape Improvements, Barnstable, MA: Project manager for planning and engineering services to develop pedestrian and transportation improvements for the Marstons Mills Village Center. Brian oversaw the identification of improvement concepts, green infrastructure opportunities, working with the Town and transportation engineer, and is engaged in a thorough public participation process to incorporate recommendations from multiple stakeholders.

Mill River Park and Riverwalk, LID Retrofit Design and Buffer Restoration, Taunton, MA: Lead Landscape Architect and Engineer the design of an LID retrofit and buffer restoration redevelopment project in conjunction with the design of the Mill River Park and Riverwalk in downtown Taunton, MA. Our team worked with Landscape Architects Brown, Richardson & Rowe to bring the project through full design and environmental and historic district permitting. The project was constructed in 2011. A ribbon cutting ceremony to celebrate the park was held in October 2011, with the Mayor, Lieutenant Governor and project partners.

Anne C. Kitchell, LEED AP

Project Manager - Senior Environmental Planner

Horsley Witten Group
Sustainable Environmental Solutions

Areas of Expertise
- Watershed Planning & Assessment
- Coastal Resources
- Stormwater Management
- Site Design
- Low Impact Design
- Training
- Meeting Facilitation

Professional Registrations
- LEED AP, New Construction, 2009
- South Carolina Certified Erosion and Sediment Control Inspector

Award
Maryland Distance Learning Association 2008 Distance Learning Course of the Year

Academic Background
Masters of Marine Policy, University of Delaware

Bachelor of Science, Marine Science, University of South Carolina

Bachelor of Science, Biology, University of South Carolina

Anne has 15 years of practical experience in stormwater and watershed management, MS4 stormwater program evaluations, technical training, pollutant load modeling, and stakeholder facilitation. A former program manager for the Center for Watershed Protection, Anne has authored several publications related to watershed management and has developed dozens of watershed plans around the country. She has worked with numerous MS4s on updating regulations and enhancing stormwater programs. Anne has extensive experience evaluating BMP performance and retrofitting schools, parks, public works yards, and roadways. She is one of HW's primary providers of technical trainings for public and private sector practitioners on stormwater planning, sustainable stormwater funding, and implementation. She has conducted a number of rain garden installation clinics to train watershed enthusiasts on how to site, design, construct, and maintain these practices.

REPRESENTATIVE PROJECTS

Training Municipal Officials on Good House Keeping and Pollution Prevention: Provided training with the Merrimac Valley Planning Commission for 14 MS4 jurisdictions on how to meet MS4 permit requirements for pollution prevention at municipal properties. The training included a field trip to the Andover DPW Yard to evaluate on the ground conditions and stormwater opportunities.

Supporting New England, EPA Region 1 Small MS4 Stormwater General Permit: The pending MS4 permits in Massachusetts and New Hampshire are arguably some of the most progressive in the Country. Anne conducted training clinics to educate regulated communities on the new permit requirements and developed technical documents for calculating directly-connected impervious area, assessing local codes, retrofitting, and illicit discharges that can be found at http://www.horsleywitten.com/MS4-LID-training/.

Implementing LID to Meet an Impervious Cover TMDL, CT (2010): Identified stormwater retrofit opportunities to manage > 90 acres of imperviousness on UConn's campus to meet the country's first impervious cover-based TMDL. Projects were prioritized based on cost/benefit analysis and feasibility with master campus planning.

Sustainable Stormwater Financing to Meet the Charles River Watershed TMDL: Evaluated stormwater program and capital costs for three towns to comply with NPDES MS4 regulations, including estimating retrofit and funding potential. A summary fact sheet and copies of the full funding report documenting requirements for a Stormwater Utility structure can be accessed at www.epa.gov/region1/npdes/charlesriver/index.html#SSFP.

Facilitating Stormwater Utility development in EPA Region 1: Coordinated and facilitated a regional meeting in NH targeting MS4 communities interested in establishing stormwater utilities. The meeting included a panel of experts from New England communities that have established or tried to

STRATEGICECONOMICS

Dena Belzer
President

Dena Belzer is the founder and President of Strategic Economics. Ms. Belzer has 30 years of experience working on urban economic issues ranging in scale from regional growth management strategies to individual development projects. Ms. Belzer's specializations include transit-oriented development, economic development, infrastructure funding and financing, and project implementation. Ms. Belzer was a founding member of the Center for Transit Oriented Development and is a nationally recognized thought leader in the urban economics field, having served as an advisor and/or key speaker at activities sponsored by various groups including the Urban Land Institute, the American Planning Association, the U. S. Environmental Protection Agency, The U.S. Department of Housing and Urban Development, and the Mayors Institute for City Design.

Education
Master of City Planning
University of California, Berkeley

Bachelor of Arts, Psychology
Pitzer College

Professional Experience
Principal, Bay Area Economics
(1987-1998)

Associate Planner, Sedway Cooke Associates
(1983-1987)

Memberships and Distinctions

Lambda Alpha International

Urban Land Institute (ULI)

American Planning Association (APA)

President, Board of Directors for Community Economics, Inc.

Mayor Institutes for City Design

Selected Publications

Transit and Regional Economic Development, 2011

TOD and Employment, 2011

CDFI's and TOD, 2010

Contact

(510) 647-5291 x 108
dbelzer@strategiceconomics.com

Selected Projects

Fort Ord Regional Urban Design Guidelines, Monterey County, CA, August 2014 - Ongoing
As part of a consultant team led by Dover Kohl & Partners (DKP), Strategic Economics is providing economic and market analysis to inform the creation of Regional Urban Design Guidelines for the former Fort Ord army base. Ms. Belzer oversaw an analysis of employment, demographic, and real estate market trends in Monterey County, including evaluating the role that California State University Monterey Bay (CSUMB) plays in supporting economic activity in the region.

Mid-Michigan Economic Analysis, Lansing, MI; 2013
Ms. Belzer led an analysis and participated in community design charrettes to help develop a unified vision for the Michigan/Grand River Corridor in the Mid-Michigan region. Strategic Economics assessed the economic and market opportunities for employment-driven transit-oriented development along the corridor. The team's work included analysis of spatial employment patterns and trends, a commercial market demand analysis, and participation in two community design charrettes. Strategic Economics crafted strategies for leveraging the corridor's institutions to enable high-quality development and reinvestment in three sub-areas within the corridor.

Bergamot Area Plan, Santa Monica, California; 2013
As part of a consultant team, Ms. Belzer led a market and financial analysis for the Bergamot Area Plan. One of the strongest "creative" office markets in the region, the Bergamot study area also includes more than 40 commercial galleries at the Bergamot Art Center, as well as the future Bergamot station on the Exposition light rail line. The analysis assisted the City and consultant team in identifying the land uses and building types which were both economically feasible and fit the goals of local business owners, residents and stakeholders.

STRATEGICECONOMICS

Derek Braun
Senior Associate

Derek Braun specializes in managing analyses of market opportunities and demand, employment and industry trends, and the economic and fiscal impacts of development and transit investments. Mr. Braun has extensive experience working on market studies at the transit corridor level across a wide range of market contexts ranging from Honolulu, to Los Angeles, Indianapolis and Hartford.

Education
Master of Planning
University of Southern California

Bachelor of Science, Management
Case Western Reserve University

Professional Experience
Project Area Intern.
Community Redevelopment Agency of the City of Los Angeles

Economic Development Intern
JWA Urban Consultants

Memberships and Distinctions
SPUR San Francisco

American Institute of Certified Planners Award for Outstanding Achievement in the Study of Planning, Sol Price School of Public Policy, USC

Comprehensive Examination Prize for Economic Development, Sol Price School of Public Policy, USC

Contact
510-647-5291 x 112
dbraun@strategiceconomics.com

Selected Projects

San Leandro General Plan Update, *San Leandro, CA, 2014*
Mr. Braun is managing Strategic Economics' analysis of San Leandro's role within the regional economy and the unique strengths of the city's commercial and industrial districts. Based on these results, Mr. Braun is working with the city to provide strategic input on changes to San Leandro's land use and investment priorities.

Market Analysis of Knowledge Corridors, Hartford, CT and Springfield, MA regions, 2013
Mr. Braun led the market analyses supporting this regional transit-oriented development and economic development strategy. His work included an assessment of employment in the region by subarea and industry; historic and projected economic growth by industry; workforce characteristics; and the identification of industry clusters of significance for transit-oriented development.

Mid-Michigan Economic Analysis, Lansing, MI; 2013
Mr. Braun was project manager and lead analyst for this study assessing economic development opportunities along a proposed bus rapid transit corridor. He examined market and economic conditions at the regional and corridor levels, and helped craft a strategy for leveraging the new transit connection by concentrating development efforts in high-potential nodes along the corridor.

Fremont City Center Precise Plan, *Fremont, CA, 2013*
Mr. Braun managed this project and performed technical analyses to support the creation of a precise plan intended to transform this "civic center adjacent" area into a transit-oriented and pedestrian-friendly district. Mr. Braun's work included market analyses, preparing an affordable housing strategy, and developing a funding and implementation strategy to incrementally transform City Center into a gateway for Fremont's Downtown.

Long Beach Boulevard / Midtown Specific Plan, *Long Beach, CA, 2013*
Mr. Braun managed Strategic Economics' contribution this project including conducting a market overview and targeted financial analysis to test the viability of different building types in this challenging transit-oriented market location. Mr. Braun also wrote the implementation strategy for the specific plan, focused on achieving early funding and implementation of key "catalyst" projects to spur additional private sector investment.

Gabe Klein

Project Manager
Co-Founder, CityFi
Washington, District of Columbia, USA

Gabe is the former Commissioner of the Chicago and Washington DC Departments of Transportation. In both cities he revamped technology platforms and government processes while focusing on putting people first vs. automobiles on city streets. This included launching two of the first and largest bikeshare systems in the U.S. and building protected bike lanes and better pedestrian infrastructure for vulnerable citizens citywide, as well as facilitating private services like carshare and rideshare that could help each cities mobility goals. Gabe honed his creativity and leadership skills working in business, including Zipcar, where he served as Vice President, Bikes USA as national Director of Stores and his own electric powered, organic food truck chain, On The Fly.

Post-government, and after an enriching fellowship with the Urban Land Institute in 2014, Gabe joined Fontinalis Partners as a Special Venture Partner on their $100 million 2nd fund. Gabe also advises governments and companies worldwide on innovation in cities including Singapore where Gabe has been a visiting fellow for the Centre For Livable Cities, working on creating a "car-lite" city-state. In 2015, Gabe also published *Start-Up City* with David Vega-Barachowitz on Island Press, a manifesto on revamping how (and how fast) we innovate in cities and rethinking public-private partnerships with a triple-bottom line approach as technology shapes a dramatically different future.

Gabe sits on the boards of Streetsblog, Carma, and advisory boards of NACTO, Sensity Systems, Zendrive, and advises next-gen start-ups including Phone2Action and Transit Screen. As Commissioner, he has worked to bring a new Riverwalk to Chicago as well as the breathtaking Bloomingdale Trail, 100's of miles of bike lanes, new policies combined with technology solutions to revamp parking, permitting, and many other arcane government processes.

Education: Bachelor of Science (Marketing & Management), Virginia Tech University

Ashley Z. Hand, AIA, LEED AP BD+C
Co-Founder, CityFi
Los Angeles, California, USA

Ashley recently served as the Transportation Technology Strategist for the City of Los Angeles Department of Transportation. As a fellow, she developed public policy, an action plan and pilot program recommendations for transportation happiness, shared mobility, automated vehicles and other technologies which will be publicly released in August of 2016. Prior to her role with the City of Los Angeles, Ashley served as the first Chief Innovation Officer for the City of Kansas City, Missouri where she created the nation's most comprehensive smart city to date through a public-private partnership that utilizes large companies and nimble start-ups to fulfill the city's goals, and initiated the development of a policy and operational framework to integrate technology into transportation, water and energy management for the city among other civic innovation projects.

Ashley is a registered architect and green building professional and previously worked with AECOM on sustainability, planning and design projects across North America. Projects include KC Digital Roadmap, KC Smart City, Open Data Policy, and Urban Mobility in a Digital Age: A Transportation Technology Strategy for Los Angeles.

Education: Master of Architecture I, Pratt Institute
Bachelor of Arts (Political Science), McGill University

Certifications: Licensed Architect, State of Missouri, License No: A-2014010813

Leadership in Energy and Environmental Design (LEED) Accredited Professional, Specialty in Building Design + Construction, GBCI No: 10211237

John Tolva
Project Manager
Co-Founder, CityFi
Denver, Colorado, USA

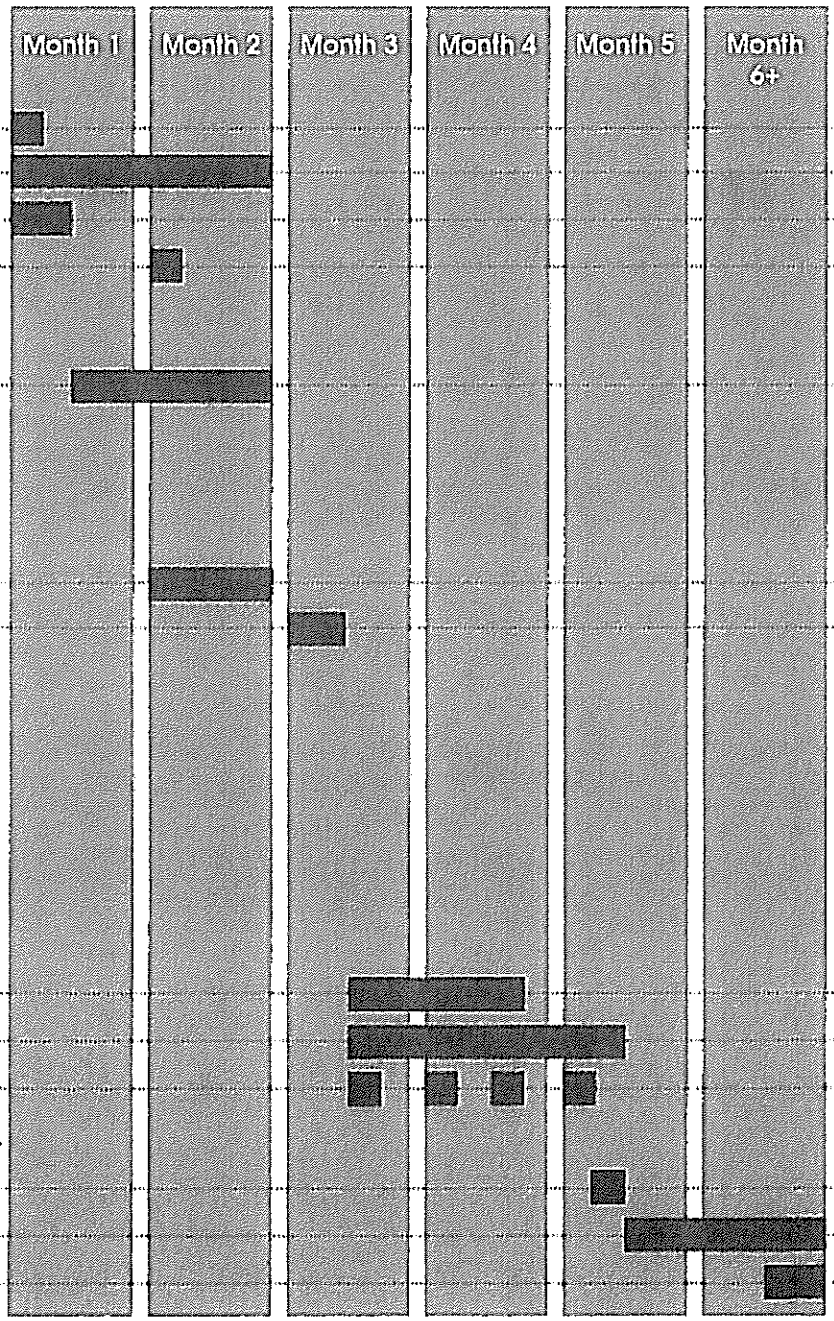
Formerly John was the president of PositivEnergy Practice, an urban systems engineering firm based on data-driven planning for new building design, retrofits, and urban design. John's career has focused on developing and applying technology to improve the urban environment. From 2011 to 2013 he was Chief Technology Officer for the City of Chicago, leveraging technology to streamline public services through more efficient data-sharing, digital communications, and next-generation infrastructure. He led the development of 'The City of Chicago Technology Plan', an initiative that sets forth a series of public-private strategies to accelerate economic growth, build educated and digitally-engaged communities and workforce, improve government services, and reduce costs through technology.

In 2012, the White House recognized John as a 'Champion of Change'. Prior to joining the City, he was Director of Citizenship and Technology at IBM Corp, where he worked on the firm's 'smarter cities' initiative, advising cities how to incorporate data analytics into planning and operations. John led the City Forward project, the first global aggregator and visualizer of urban data sets.

Education: Bachelor of Arts (English), Vanderbilt University
Master of Arts (English), Washington University, St. Louis
Master of Science (Information Design and Technology), Georgia Institute of Technology

PROJECT SCHEDULE

Section 1 outlines a series of tasks and tentative timeline to complete the West Ashley Master Plan. Based on the anticipated schedule for project completion and previous similar efforts, we have identified the following preliminary schedule:



PHASE 1: ANALYSIS

1.1: KICK-OFF MEETING

1.2: CREATE PUBLIC AWARENESS

1.3: REVIEW BACKGROUND INFO

1.4: SITE VISIT
Stakeholder Interviews, Site Analysis, Meetings with City Staff, Community Kick-off Event

1.5: PRELIMINARY ANALYSIS
Existing Conditions Analysis, Transportation Analysis, Green Infrastructure Analysis, Review Market Conditions & Trends

PHASE 2 – CHARRETTE

2.1: CHARRETTE LOGISTICS

2.2: THE CHARRETTE

Public Hands-on Design Session

Open Design Studio: Define Draft Goals, Objectives, and Policy, Draft Urban Design Concepts, Draft Transportation Concepts, Draft Green Infrastructure Concepts, Economic Analysis of Design Concepts, Draft Implementation Concepts, Technical Meetings, Open House

Work-in-Progress Presentation

PHASE 3: MASTER PLAN

3.1: REFINE PLAN GRAPHICS

3.2: DRAFT PLAN DOCUMENT

3.3: REVIEW MEETINGS W/ CITY

PHASE 4: REVIEW & PRESENT

4.1: SUBMIT "PUBLIC DRAFT"

4.2: PRODUCE "FINAL DRAFT"

4.3: FINAL MEETINGS & PRESENTATIONS

SIMILAR EXPERIENCE

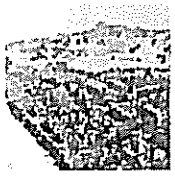
Dover, Kohl & Partners was founded in 1987. Our expertise lies in balancing the visionary 'civic art' of planning with the practical consensus building needed to make projects succeed. We are trained in the principles of sustainable town planning, and have perfected techniques for documenting and understanding local traditions in building to enhance each community's sense of place.

Our plans and codes focus on smart growth, sustainability, and emphasizing that there does not have to be a trade-off between livability, economic prosperity, and environmental concerns. Victor Dover and Joseph Kohl are charter members of the Congress for the New Urbanism and have worked for many public agencies, developers, and citizen groups to create appropriate methods of land development regulations. Victor Dover served on the LEED for Neighborhood Development Core Committee, and the Congress for the New Urbanism Board; both Joseph and Victor are founding members and on the Board of the Form-Based Codes Institute. **The firm has produced and facilitated hundreds of charrettes during the last decade.**

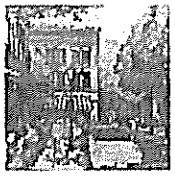
Our experience includes a national and international portfolio of work in a variety of settings. The common thread linking all of our projects is the holistic approach to community building, which includes the formation of complete settlements offering a mix of uses and dwelling types, an interconnected network of walkable streets, and building forms and architecture that reinforce the unique character of the place. **We believe that design is the missing element in much of contemporary town planning, and our work centers on re-introducing form and design into master plans, policy and land development regulations.** We create accessible strategies for sustainable development, specializing in plans and visualizations that focus on the physical aspects of future growth and conservation.

Numerous Dover-Kohl projects have received American Planning Association (APA) Awards, including the Downtown Plan for Richmond, VA, and the Downtown Plan for Montgomery, AL. The firm has also received Congress for the New Urbanism (CNU) Charter Awards for I'On in Mount Pleasant, SC; City Plan 2025 for Fayetteville, AR; Glenwood Park in Atlanta, GA; and the Columbia Pike corridor in Arlington County, VA, among others. The EPA awarded Plan El Paso a 2011 National Award for Smart Growth Excellence in Programs, Policies, and Regulations.

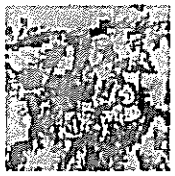
Our work has been published in *Progressive Architecture*, in *Metropolitan Home*, in numerous planning journals, and has been featured on National Public Radio, CNN's Earthwatch, and in Business Week. Dover-Kohl projects have been profiled in *The New Urbanism* by Peter Katz, *Sustainable Urbanism* by Douglas Farr, *Retrofitting Suburbia* by Ellen Dunham-Jones, *Form-Based Codes* by Daniel Parolek, as well as *Land Use Strategies* and *Public Participation Tools*, both published by the Center for Livable Communities.



Revitalizing Downtowns & Historic Places



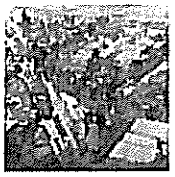
Designing New Neighborhood & Towns



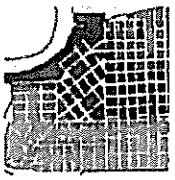
Planning Cities & Regions

Reinventing Corridors

Retrofitting Suburbia

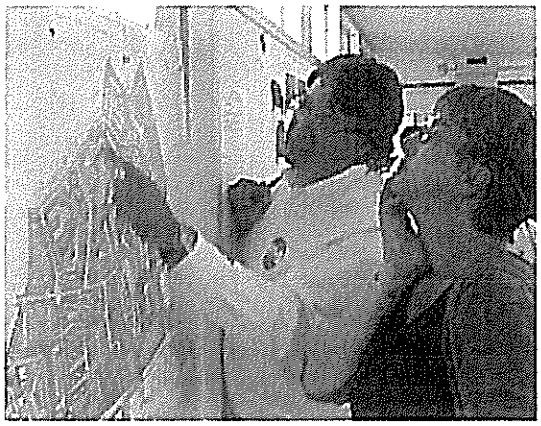


Shaping Transit Oriented Development



Form Based Codes for Municipal & Private Clients

This section contains a summary of Dover-Kohl relevant project examples that address the retrofit of suburbia, physical master planning, and community involvement, outlined below.



RETHINK FOLLY ROAD, CHARLESTON, SC

Rethink Folly Road is a multi-jurisdictional effort to reimagine an auto-oriented corridor with increased safety and mobility, as well as upgraded urban form. Primary goals were defined through a charrette-based process conducted in 2015. Dover-Kohl collaborated with Alta, Horsley Witten Group, and Bihl Engineering on this project.

PLAN EL PASO, EL PASO, TX

This Comprehensive Plan process included two, two-week long charrettes. The Plan includes illustrated strategies for retrofitting suburban corridors and outdated shopping centers, as well as infill in the heart of the city. The plan report is divided into elements (urban design, transportation, infrastructure, housing, etc); each element concludes with goals and policies that set broad policy directions and identify specific actions that will enhance the City's quality of life, respect its natural environs, and support complementary economic growth and development.

COLUMBIA PIKE PLAN AND CODE, ARLINGTON COUNTY, VA

The Columbia Pike Plan and Code have unlocked development potential, and public and private reinvestment (including the first mixed-use development projects in over 40 years) is helping to transform the Pike. The significant evolution from suburban strip to street-oriented urbanism was chronicled in the publication *Retrofitting Suburbia* by Ellen Dunham-Jones. Several projects have been constructed and new projects continue to be approved.

PLAN DOWNTOWN OAKLAND, OAKLAND, CA

Plan Downtown Oakland is a community driven effort to define the character of development in downtown for the next 25 years. The project incorporates a form-based approach, utilizing urban design techniques that result in great places. Ensuring that the future prosperity in downtown includes affordable housing and equitable economic development are also essential plan principles. Dover-Kohl is collaborating with Strategic Economics on this project.

THE CAPITAL CORRIDOR, LANSING REGION, MI

A series of charrettes provided the opportunity for an in-depth community conversation about the future urban form of the Michigan Avenue / Grand River Avenue corridor, resulting in a consensus-based vision for urban design, land use, transportation, and economic development. Dover-Kohl collaborated with Strategic Economics on this project.

BOUNDARY STREET PLAN AND CODE, BEAUFORT, SC

The Boundary Street plan is a comprehensive strategy for growth and redevelopment of the corridor seeks to improve the safety and operational efficiency for all modes of travel while creating a more economically productive address.

STONE AVENUE PLAN, GREENVILLE, SC

The Plan for Stone Avenue establishes a framework to guide the transformation of Stone Avenue into a walkable destination that better meets the needs of the North End and the greater Greenville community.

Rethink Folly Road

A Complete Streets Study in Charleston, SC

PROJECT DETAILS

Project Area:	7.8 mile corridor
Client:	Berkeley-Charleston-Dorchester Council of Governments (BCDCOG)
Year Adopted:	2016
Website:	bcdcog.com/RethinkFollyRoad

For more information, visit doverkohl.com.

The Project

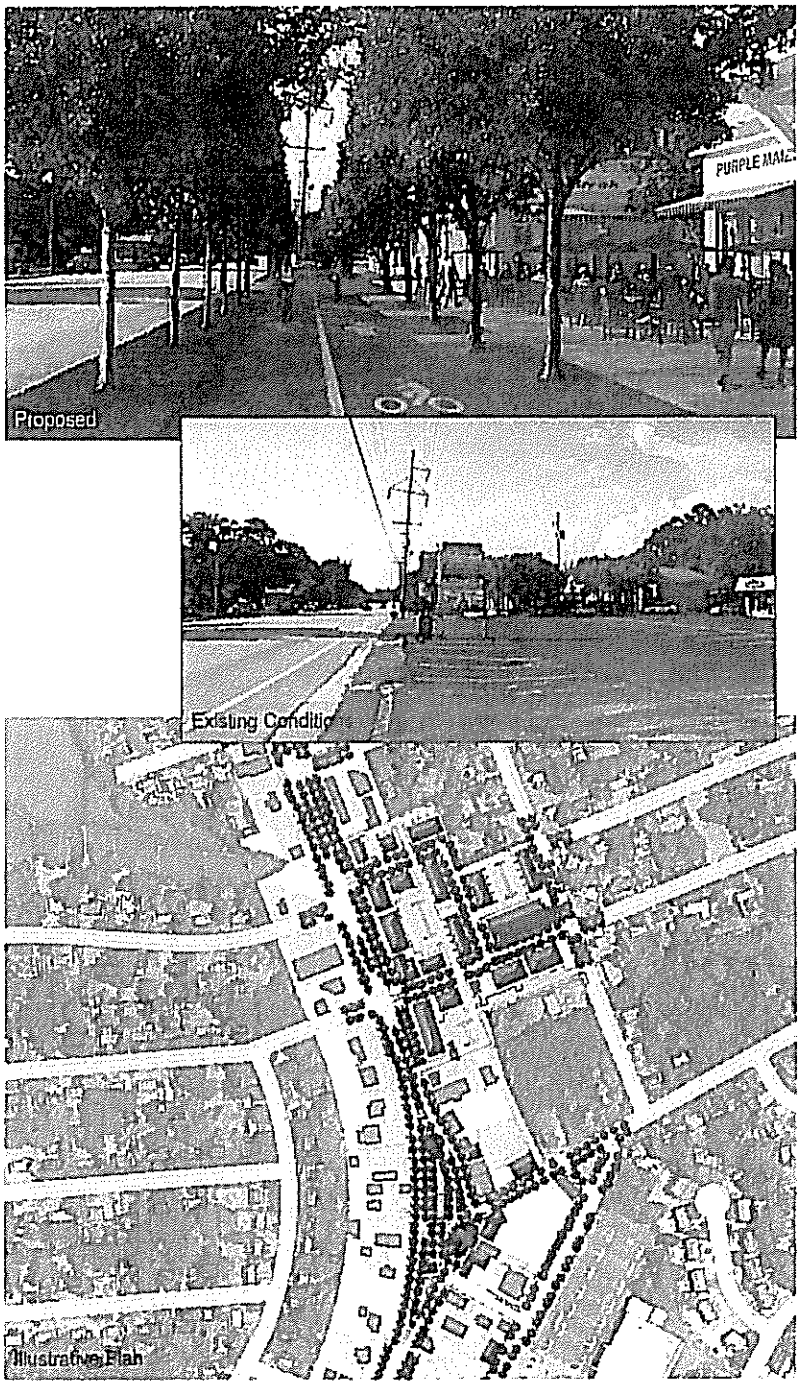
Rethink Folly Road: a Complete Streets Study was led by the Berkeley-Charleston-Dorchester Council of Governments (BCDCOG) in association with the South Carolina Department of Transportation (SCDOT), the Charleston Area Regional Transit Authority (CARTA), the City of Charleston, the Town of James Island, the City of Folly Beach, and Charleston County. The purpose of this initiative is to explore the potential to remake Folly Road into a more sustainable, multimodal corridor.

This corridor serves an important function of moving people and providing access to services – yet the physical environment today, consisting primarily of auto-oriented commercial development, does not meet the needs of its users.

This plan addresses connectivity, pedestrian- and bicycle-friendliness, transit, green infrastructure, economic development, and the retrofit of the existing suburban fabric. Recommendations detail a strategy for improvements, recognizing the dual functions of moving vehicles and the desire to create a safe, walkable environment that will lead to increases in economic competitiveness, neighborhood livability, and sustainability in the Charleston Region.

The Process

From May 7 - 13, 2015, Dover, Kohl & Partners led a design charrette, working with the community to develop a vision for the future of the Folly Road corridor. A visual summary report was drafted, which includes recommendations for implementation. In January 2016, all four jurisdictions approved the vision and agreed to enter into an MOU to begin implementation activities. Alta Planning + Design, Turnberry Consulting US, Horsley Witten Group, Bihl Engineering, and Partners for Economic Solutions collaborated with Dover-Kohl on this effort.



Folly Road Commercial Core: a new walkable, bikeable center for James Island

DOVER, KOHL & PARTNERS
town planning

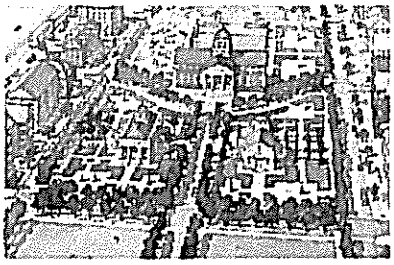
Plan El Paso

El Paso, TX

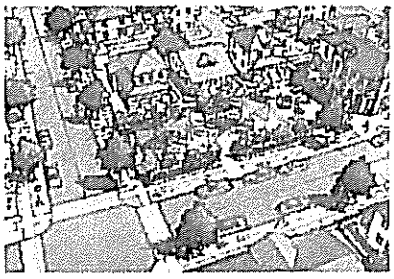
PROJECT DETAILS

Project Area:	250 square miles
Client:	City of El Paso
Year Adopted:	2012
Website:	planelpaso.org

For more information, visit doverkohl.com.



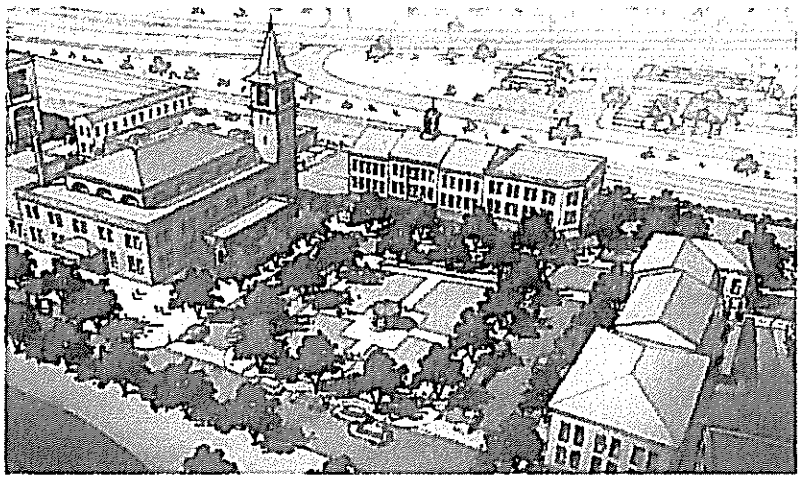
Central Park created on relocated rail lines



Neighborhood park

Arroyos used as public open space

Cities and neighborhoods are defined in large part by the quantity and quality of their parks and open spaces. The plan recommends public parks at all scales. A range of open space types is needed to meet the City's diverse recreational, environmental, and social needs



The Project

In 2010 the City of El Paso commissioned Dover, Kohl & Partners to create a detailed Comprehensive Plan and regional-scale Future Land Use Map for the city. The Comprehensive Plan is an overarching policy document that directs the City of El Paso in its implementation of consensus-based goals created through an extensive public process. The goals, objectives, and strategies of the plan involve all aspects of City administration and community life: land use, urban design, historic preservation, economic development, housing, transportation, health, sustainability, infrastructure, public facilities and services, international coordination, and Fort Bliss Army Base relations. Dover-Kohl leads a project team that includes Spikowski Planning Associates, Charlier Associates, Hall Planning and Engineering, Sottile and Sottile Architects, Chael, Cooper & Associates, Urban Advisors, Zimmerman/Volk Associates, IPS Group, Mind Mixer Web Solutions, CEA Group, W-ZHA Economics, UrbanAdvantage, Matrix Environmental, and The Street Plans Collaborative.

The Process

The *Plan El Paso* Comprehensive Plan process was interactive and bilingual, and included two three-week charrettes in multiple areas throughout the city. During the charrettes, the team was able to talk to over 800 studio visitors, meeting attendees, and hands-on participants. Over 20,000 people followed the project on its website or took part in online conversations and polling in the project's virtual town hall. Newspaper, television, and web coverage of the project was extensive. The project was used as a case study in the national discussion on placemaking and city planning by the National Resource Defence Council.

Plan Principles

Plan principles included developing multiple centers within the city, protecting the growing metropolis' agricultural and natural landscapes, reclaiming marginal and abandoned areas near the heart of the city as infill opportunities, creating a framework of transportation alternatives, utilizing historic preservation as an economic development tool, creating a range of open spaces throughout the city, and coordinating transportation, recreation, public services, and community institutions to increase the city's tax base hand-in-hand with an increased quality of life of residents. Plan principles form the basis of the multi-element Comprehensive Plan.

Status

On March 6, 2012, *Plan El Paso* was adopted by unanimous vote of the El Paso City Council. The EPA awarded *Plan El Paso* a 2011 National Award for Smart Growth Excellence in Programs, Policies, and Regulations. The EPA grants this award yearly to "recognize exceptional approaches to development that respect the environment, foster economic vitality, and enhance quality of life."

DOVER, KOHL & PARTNERS
town planning

"This charrette will probably be looked back upon as a historic event in the redevelopment and revitalization of Columbia Pike."

– charrette participant (2002)

Columbia Pike

Arlington, VA

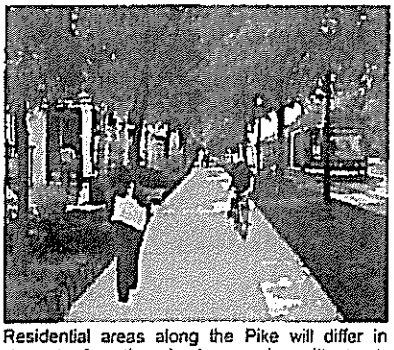
PROJECT DETAILS

Project Area:	3.5 mile corridor
Client:	Arlington County
Year Adopted:	2003 (Commercial Centers) 2012 (Neighborhoods Plan)
Website:	columbiapikeva.us

For more information, visit doverkohl.com.

Existing conditions in the Central Pike area (2011)

Proposed public improvements include the planned streetcar, generous planting areas for street trees, and a wide sidewalk.



Residential areas along the Pike will differ in character from the mixed-use nodes, with street-oriented buildings placed behind a small dooryard.

New buildings on Columbia Pike following the Plan and Code

The Project

In 1998, Arlington County and the community-based Columbia Pike Revitalization Organization (CPRO) embarked on a planning process called the Columbia Pike Initiative to encourage revitalization and build a safer, cleaner, more competitive, and vibrant Columbia Pike community. Initial planning efforts focused on the commercial centers, called the Revitalization District Nodes. During an extensive public charrette process led by Dover-Kohl in 2002, over 700 citizens, along with local stakeholders and the design team, studied four specific areas along the corridor. The Revitalization District Form-Based Code is the result of this effort which sets forth the community's long-range vision to create a competitive and vibrant corridor and urban center. The Plan and Code have unlocked development potential, and public and private reinvestment (including the first mixed-use development projects in over 40 years) is helping to transform the Pike.

In June 2011, Dover-Kohl led a team of consultants in a second phase of planning to create a community-based master plan for the residential areas surrounding the mixed-use nodes, called the Neighborhoods Plan. The purpose of this Plan is to guide future public and private investment decisions to implement community goals such as enhancing the quality of life along the corridor, creating a pedestrian and bicycle-friendly community, supporting the planned streetcar investment coming to the Pike, and, importantly, sustaining a supply of housing to serve a community with a broad mix of incomes. A new Form-Based Code was created specifically to implement these Plan goals, which includes standards for walkable urban form and provisions for the creation of new affordbale housing.

Dover, Kohl & Partners led a consultant team which included Ferrell Madden Associates and UrbanAdvantage (phases 1 and 2); VOA Associates (phase 1); Partners for Economic Solutions and AECOM (phase 2).

Status

The Arlington County Board unanimously approved the Columbia Pike Form-Based Code in February 2003. At that time, Arlington County was one of the first jurisdictions in the nation to apply a form-based code to revitalize existing older sectors, and among the largest application of form-based codes in the country. The evolution from suburban strip to street-oriented urbanism with each new infill building was chronicled in the publication *Retrofitting Suburbia* by Ellen Dunham-Jones.

The Columbia Pike Neighborhoods Area Plan was adopted unanimously by the Arlington County Board on July 23, 2012; the accompanying Form-Based Code was approved in November 2013. The Columbia Pike Initiative was awarded the 2014 CNU Charter Award for Best Corridor Plan.

DOVER, KOHL & PARTNERS
town planning

Plan Downtown Oakland

Oakland, CA

PROJECT DETAILS

Project Area:	Downtown neighborhoods
Client:	City of Oakland
Website:	http://www2.oaklandnet.com/Government/o/PBN/OurServices/Plans/OAK051133

For more information, visit doverkohl.com.

The Project

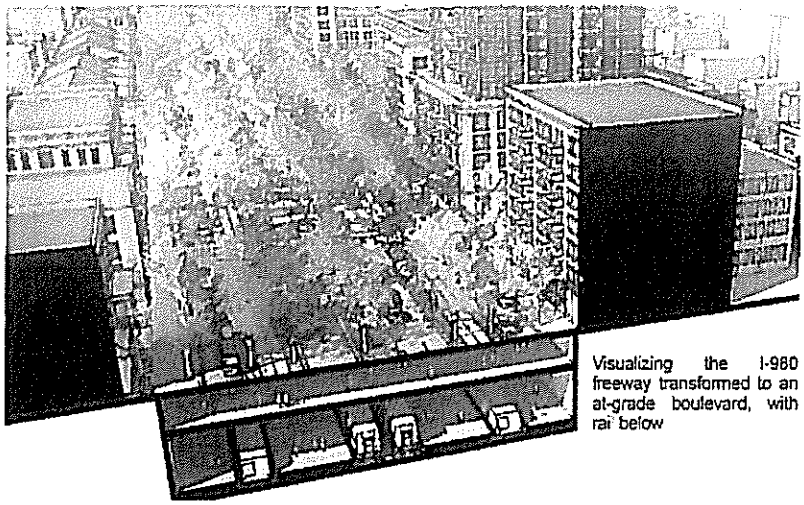
Dover, Kohl & Partners is leading a multi-disciplinary team to create a Specific Plan to guide continued growth and revitalization of this historic Downtown, aimed to benefit residents and the larger community.

A draft vision and goals for *Plan Downtown Oakland* emerged through a series of small group meetings, large public events, and a nine-day public interactive design charrette in October 2015. Draft ideas include maintaining affordability; supporting arts and cultural heritage; improving streets and public spaces to support walking, biking, and transit use; creating quality new public spaces; and encouraging incremental, context-sensitive infill development that improves the public realm. In the specific plan, policies will be outlined and illustrated to represent these plan goals.

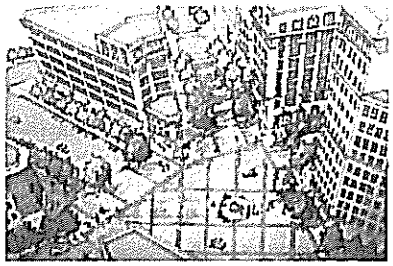
Status

A Plan Alternatives Report was produced in March 2016. The Team and City are reviewing comments and working toward a draft Specific Plan

Downtown Illustrative Master Plan



Visualizing the I-980 freeway transformed to an at-grade boulevard, with rail below



Proposed multi-use plaza as a downtown gateway

DOVER, KOHL & PARTNERS
town planning

The Capitol Corridor

A Regional Vision for Michigan Avenue / Grand River Avenue

PROJECT DETAILS

Project Area:	19 mile corridor
Client:	National Charrette Institute
Year Adopted:	2014
Website:	migrand-charrette.com

For more information, visit doverkohl.com.

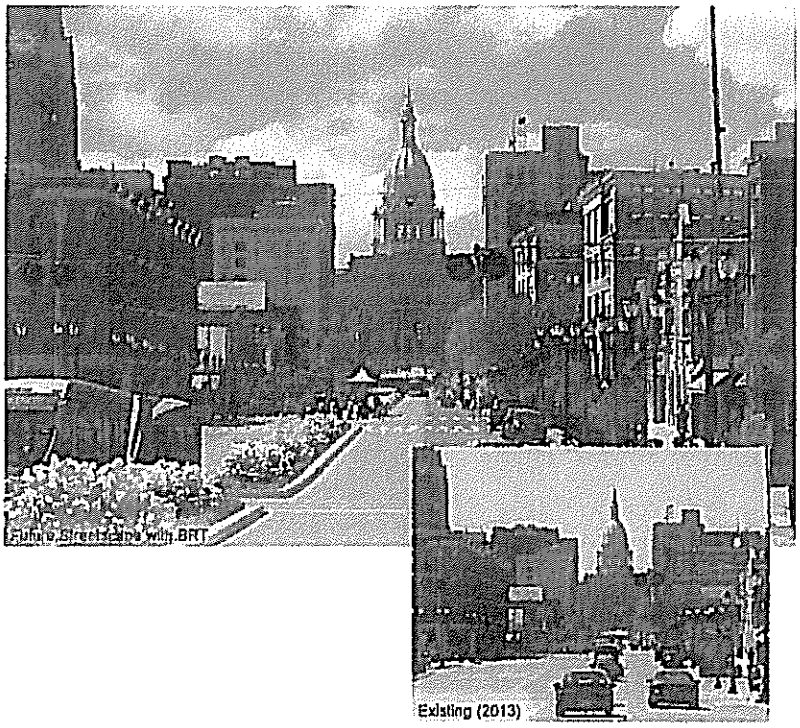
The Project

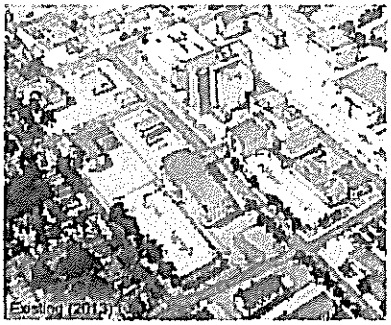
The purpose of this planning effort was to engage the Lansing region in defining a unified vision for the Michigan Avenue / Grand River Avenue corridor, starting at the State Capitol and extending east to the town of Webberville. A series of charrettes provided the opportunity for an in-depth community conversation about the future urban form of the corridor, resulting in a consensus-based vision for urban design, land use, transportation, and economic development.

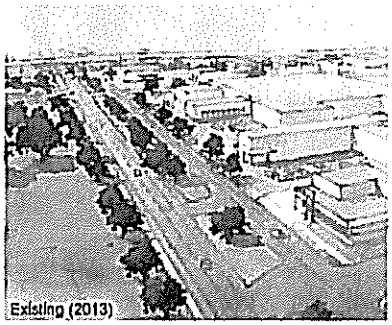
This corridor has a rich history; a congressionally-designated auto heritage zone, the first autos were built and tested on this road. Today, the corridor acts as the economic engine of the region, home to important businesses and institutions including Michigan State University, and is often described to as "Michigan's Main Street".

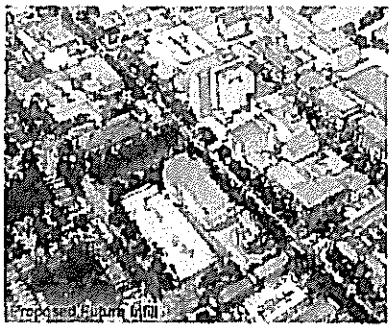
In May of 2013, the first charrette was held to establish a preliminary vision for the future of the corridor. Hundreds of participants gave their input at public meetings and at the on-site design studio, describing how they would like to see the corridor evolve. The planning team consolidated these many ideas into plan "cornerstones", or big ideas to guide future change and growth. In October 2013, a second charrette was held to study three specific areas in greater detail, and illustrate how the cornerstones could be applied to specific sites throughout the corridor.

Dover, Kohl & Partners served as the urban design / charrette facilitation consultant to the National Charrette Institute. Other team members included UrbanAdvantage, Strategic Economics, Parsons Brinckerhoff, and Mead & Hunt, Inc. Administered by the Tri-County Regional Planning Commission, this planning effort is a project of the Mid-Michigan Program for Greater Sustainability, a sustainable communities program funded by the U.S. Department of Housing and Urban Development (HUD), Michigan State Housing Development Authority (MSHDA) and other local partners.









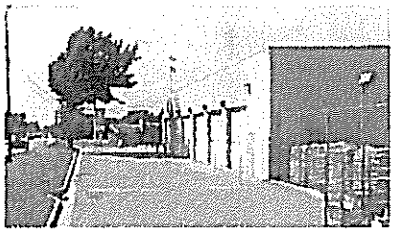
Boundary Street Master Plan & Code

Beaufort, SC

PROJECT DETAILS

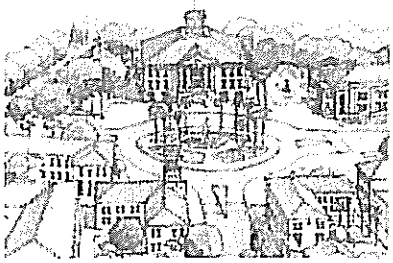
Project Area:	Approx. 1.5 miles
Client:	City of Beaufort Beaufort County
Year Adopted:	2006
Website:	cityofbeaufort.org

For more information, visit doverkohl.com.

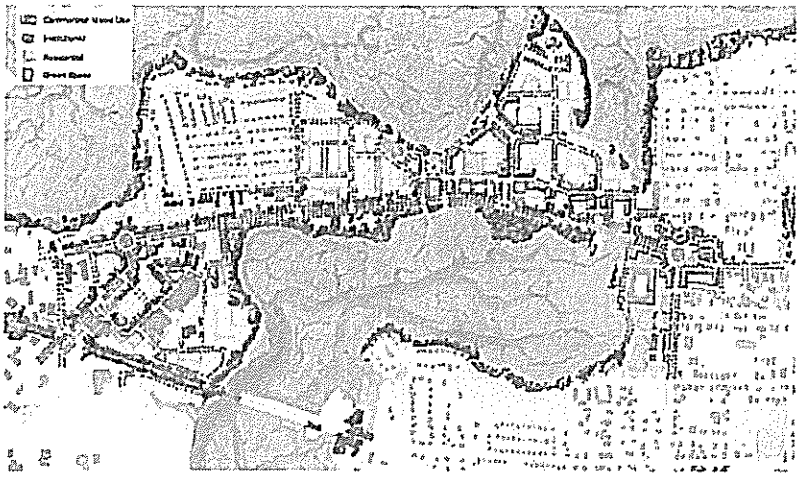


Existing Conditions: The blank walls of Jean Ribaut Square front Boundary Street.

End Result: Overhead utility wires are removed, the street geometry is reconfigured to accommodate a center median green strip, sidewalk, and frontage road with parallel parking on the north side. Street trees and landscaping are added while Jean Ribaut Square adds vibrant, mixed-use buildings to address the street. New buildings and street trees also create a walkable environment along the north side of Boundary Street.



The new City Hall at the intersection of Boundary Street and Ribaut Road can become a formal entrance to Beaufort.



The Project

Boundary Street is the entrance to the city of Beaufort. As a typical commercial strip corridor, it does not enhance Beaufort's overall character and charm but rather serves as a poor gateway to the historic city. A comprehensive strategy for growth and redevelopment of the corridor seeks to improve the safety and operational efficiency for all modes of travel while creating a more economically productive address. Helping with this plan were consultants Sottile & Sottile, Hall Planning & Engineering, Seamon, Whiteside & Associates, MACTEC, and UrbanAdvantage.

The Process

"Designing in public," the team of planners, engineers, architects and economists conducted an open planning process in September 2005 to identify the ideas, needs and concerns of the community; over 300 residents and stakeholders participated.

Plan Principles

Transformation of the corridor will not happen overnight, so the Plan is designed to be broken down into small components that can be redeveloped as the market demands. However, plan principles create a cohesiveness that guides each phase of development, and integrated concepts ensure that growth of the corridor is consistent in terms of design and sustainability. The Plan addresses opportunities for waterfront redevelopment and provides a scenic drive to run along Albergotti Creek, adding marsh views and a more complete street network north of Boundary Street. A continuous marshfront park should also be created along Battery Creek to help establish a green network. Other features include the addition of roundabouts at the intersections with Ribaut Road and Robert Smalls Parkway, which will improve traffic flow and safety at these special intersections, and a parallel road network along Boundary Street will integrate multiple options for travel and disperse everyday trips. Lastly, new civic buildings should be added in prominent positions along the corridor, while strategic infill along vacant parcels will provide a variety of housing types and mix of uses and also help increase the tax base. Meanwhile, street trees and proper sidewalks along existing and new streets create desirable addresses and enhance the pedestrian environment.

Status

The Boundary Street Master Plan was adopted as part of the City's Comprehensive Plan on August 28, 2006. A form-based code, the Boundary Street Redevelopment District Code, was created for the corridor to stimulate redevelopment and to ensure the proper implementation of the Plan. The Code was adopted by City Council on February 6, 2007. The first redevelopment projects are underway and the City and County are working together on the initial street improvements.

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town planning

Stone Avenue Plan

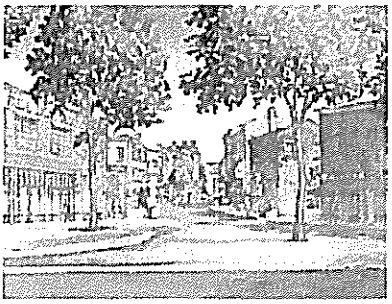
Greenville, SC

PROJECT DETAILS

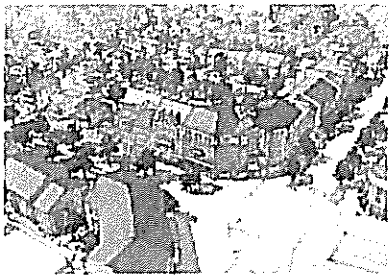
Project Area:	1.5 mile corridor
Client:	City of Greenville
Year Adopted:	2011
Website:	planstoneavenue.org

For more information, visit doverkohl.com

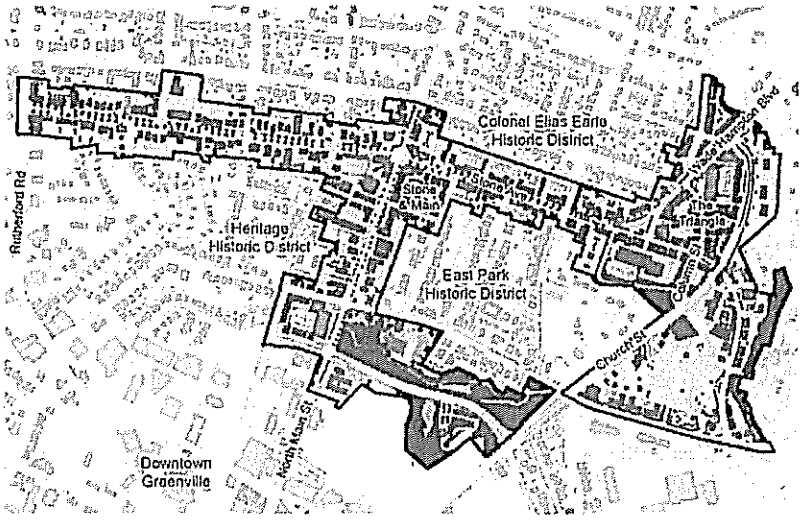
The Triangle: Looking east on Stone Avenue toward Church Street. The Church Street Viaduct is redesigned as a gateway to Stone Avenue.



The Triangle: View looking south on Column Street from Wade Hampton Boulevard. The curve and topography of Column Street, which currently fosters a dangerous environment on a high-speed road, creates a unique street scene on a tamed, slow-speed road.



Stone & Main: Street-oriented buildings, wide sidewalks, street trees, and on-street parking create a neighborhood center for North End residents.



The Project

Just up the hill from Downtown Greenville, the North End is burgeoning with activity, with homeowners restoring historic houses and creative new businesses emerging along commercial corridors. In the tradition of Greenville's Downtown renaissance, the Reedy River makeover, and the West End revitalization, the North End is emerging as one of Greenville's freshest new districts. The primary street in the North End, Stone Avenue, is a historic residential corridor that was widened in the late 1940s as a US-designated route. Over time, Stone Avenue's auto-oriented design caused the corridor to decline, and residential properties were retrofitted for office and auto-oriented retail uses. In recent years, business owners and homeowners in the surrounding neighborhoods have begun incremental, grass-roots efforts, restoring homes and establishing creative new businesses. In order to support and encourage further investment in the area, the City sponsored a planning process to guide future redevelopment and public improvements. The Plan for Stone Avenue establishes a framework to guide the transformation of Stone Avenue into a walkable destination that better meets the needs of the North End and the greater Greenville community. Dover, Kohl & Partners, Hall Planning & Engineering, Pratt-Thomas Walker, and UrbanAdvantage worked together to create the Plan.

The Process

The Stone Avenue Plan is the result of over 300 neighborhood residents, civic leaders, business owners, and the City of Greenville coming together to proactively plan for the future. The Plan builds upon the many planning efforts already undertaken by the City and the community. The centerpiece of the planning process was a week-long public design charrette held on Stone Avenue in March 2010.

Plan Principles

Through the charrette process, community members and the design team worked together to develop a series of urban design and policy principles to guide public and private investment. These policies include: gather neighborhoods together with Stone Avenue and North Main Street as destinations rather than boundaries; fill in the gaps with appropriate street-oriented architecture; walk and bike with confidence by creating pedestrian-oriented streetscape and slowing down traffic; restore historic resources to strengthen sense of place; and go local by supporting unique small businesses.

Status

Since the charrette, a citizen-initiated steering committee, the Friends of Stone Avenue, continues to guide the progress of the Plan. The plan was unanimously adopted by the City Council in early 2011.

DOVER, KOHL & PARTNERS
town planning

TEAM QUALIFICATIONS

Many communities across the country are rethinking development and growing in smarter ways. Dover, Kohl & Partners has helped many of them create memorable, sustainable neighborhoods, towns, and cities, in turn creating a better quality of life for their citizens. We have a strong history of experience leading multidisciplinary planning teams in complex planning assignments, with successful results.

For this planning effort, we have assembled a subconsultant team with distinctive areas of expertise, and varied perspectives on what is needed to plan for the future of West Ashley. This combined experience renders our team uniquely qualified to meet the opportunities and challenges outlined in your RFP. Here's why:

OUR TEAM EMBRACES GENUINE PUBLIC PARTICIPATION

We don't incorporate public workshops into our process because we have to, or because it is requested by a Client. Our team believes that community participation is vital to creating a plan that can be implemented. Our process has helped communities across the country to visualize change before it occurs and has been the subject of education studies by the National Charrette Institute. By designing in public, our transparent process invites stakeholders and community members to work directly with us, developing the drawings, illustrations, and policy objectives that will ultimately become the plan documents.

OUR TEAM UNDERSTANDS THE VALUE OF COMMUNITY

Creating a master plan is not a "one-size-fits-all" job. We understand that it is important to study the details of what makes a place unique, and then use this analysis as a foundation for a plan that is sensitive to and builds upon those dynamic attributes.

OUR TEAM MAKES TOOLS THAT ARE VISIONARY & USABLE

The final plan should be visionary, setting long-term goals that prescribe a sustainable future. The plan also needs to set short-term goals that are achievable and are correlated to larger plan ideas. Our approach for this project will include both long-term visioning and short-term strategies that ultimately allow for the complete fulfillment of objectives over time.

OUR TEAM HAS THE NECESSARY EXPERIENCE TO PULL IT OFF

Arlington, Virginia, Beaufort, South Carolina, and Bradenton, Florida are among cities and towns that are currently focusing their future growth according to master plans and form-based codes produced by Dover, Kohl & Partners. Our team includes planners, designers, engineers, landscape architects, and economists who have both the national perspective and the local experience needed to establish a workable strategy for West Ashley.

Qualifications of Dover, Kohl & Partners, including a description of our firm and relevant project examples, are included in Section 5 of this response. Qualifications and relevant project examples of our subconsultant team are contained in the following pages.

ALTA PLANNING + DESIGN
MULTIMODAL TRANSPORTATION PLANNING

Alta creates active communities.

Alta Planning + Design is North America's leading multi-modal transportation firm that specializes in the planning, design, and implementation of bicycle, pedestrian, greenway, park, and trail corridors and systems. Founded in 1996, Alta has more than 180 staff in 30 offices across North America and an international workload. On any given day, most staff walk, bike, or take transit to work. We are committed to transforming communities, one trip at a time, one step at a time, and one street, intersection, and park at a time.

Experience

We have experience working in all size communities, from a few thousand to millions, from rural to mountain and desert to suburban and urbanized areas. We strive to tailor each project to the community's unique setting, history, and culture through an active public participation process. Alta staff are proud to have designed and implemented over 8,000 miles of bikeways, walkways, and trails.

Dedication

Alta staff are at the forefront of the sustainable transportation movement. We are active in the Association of Pedestrian and Bicycle Professional (APBP), the Institute of Transportation Engineers, the Transportation Research Board, the Complete Streets Coalition, and have conducted national studies for the U.S. Department of Transportation. Alta is proud to be a founder of the NACTO Urban Bikeway Design Guide, the Initiative for Bicycle & Pedestrian Innovation at Portland State University, and APBP.

Office Locations

Arlington, VA
Atlanta, GA
Baltimore, MD
Benicia, CA
Bentonville, AR
Bozeman, MT
Cambridge, MA
Chicago, IL
Dallas, TX
Davidson, NC
Denver, CO
Durham, NC
Greenville, SC
Tallahassee, FL
Los Angeles, CA
Memphis, TN
Minneapolis, MN
Oakland, CA
Orange, CT
Portland, OR
Sacramento, CA
Salt Lake City, UT
San Diego, CA
San Jose, CA
San Rafael, CA
Seattle, WA
St. Louis, MO
Troy, NY
Vancouver, BC

Alta provides a full range of services including:

- Master plans (bicycle, pedestrian, trail, open space and park)
- Landscape architecture and project design
- Transportation and traffic engineering
- Greenway and corridor plans
- Bicycle and pedestrian integration with transit
- Bicycle and pedestrian facility design guidelines
- Counts, surveys, and demand analysis
- Complete Streets
- Bicycle parking design
- Trail safety and sustainability audit
- Signage and wayfinding plans
- GIS and mapping services
- Construction documentation and administration
- Safe Routes to School studies and plans
- Public involvement
- Technical assistance and training
- Education, encouragement, and marketing services
- Bike share feasibility studies

BICYCLE FRIENDLY BUSINESS 2008-2011 PLATINUM THE LEAGUE

Folly Road Complete Streets Corridor Study, Charleston, SC

The performance of urban transportation corridors is often judged by a singular metric: How well they accommodate the efficient movement of people and goods in cars and trucks. Through the Rethink Folly Road study, a team of transportation engineers, planners, and landscape architects at Alta Planning + Design, Berkeley Charleston-Dorchester Council of Governments, and Dover Kohl explored the potential for Folly Road to become a more complete street by adding continuous walkways, bikeways, convenient transit service, and safety improvements for all roadway users.

Alta worked with the larger design team to develop a series of practical concept designs that would remake Folly Road as multi-modal corridor by providing residents and visitors with healthy transportation options between downtown Charleston and Folly Beach. The project was completed in the early summer 2016 and adopted by all jurisdictions.

Client: Berkeley-Charleston-Dorchester Council of Governments (BCDCOG)

Year: 2015

Alta budget: $98,000

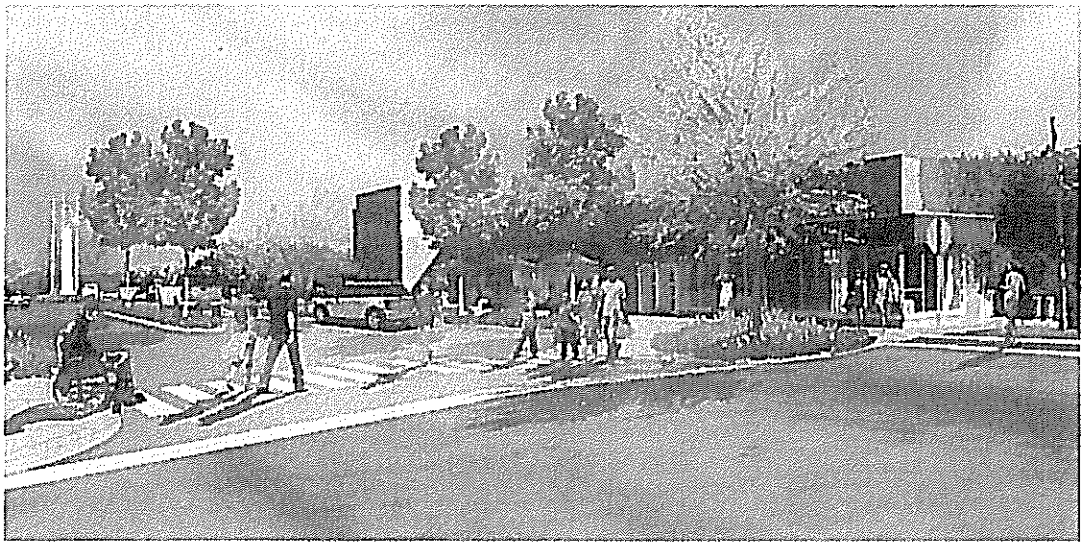
Contact: Dan Frazier, Senior Planner, BCDCOG, (843) 529 0305, danf@bcdcog.com

Chattanooga Complete Streets Design Charrette, TN

Alta helped lead a four-day design charrette to discuss Complete Streets improvements in Chattanooga. The project consisted of two separate design teams that were tasked with addressing urban design, economic development, and traffic concerns for the east side of Chattanooga, along the 3rd/4th Street and Riverfront Parkway Corridors. The teams developed three potential urban design components for the 3rd/4th Street Corridor, which addressed transitioning traffic through downtown and the UniversityOf Tennessee at Chattanooga (UTC) campus.The preferred traffic and urban design solution throughout the charrette was to expand upon the street grid network in order to ease the congestion on any one intersection, while providing opportunities for new development. Transit was also a key component of the proposal, including an expansion of the existing electric trolley service (with potential for future streetcar service) that connects downtown to a proposed commuter rail.

Client: City of Chattanooga
Budget: $35,000
Dates: August 2015
Contact: Bert Kuyrkendall, City of Chattanooga Department of Transportation, (423) 425 6311, kuyrkendall_b@chattanooga.gov

Downtown Master Plan Charrette, Brandon, MS



Alta led the transportation efforts for the development of a vision and master plan for Downtown Brandon, Mississippi. The project was conducted around a 3-day charrette in which Alta worked with Orion Planning Group, market and local consultants, and City staff and the community to envision a revitalized Downtown Brandon. The effort culminated in a community presentation to about 50 citizens and stakeholders, and was followed by a Master Plan document and subsequent work on form-based code and implementation efforts.

From a mobility perspective, Alta developed a scheme to expand and enhance the Square, create new on-street parking and wider sidewalks through lane diets, and create eastern and western gateways to Downtown. Additionally, Alta developed a concept to create a greenway linking Downtown to the regional park to the south, providing the ability for people to walk and bike between the park and a revitalized Downtown Brandon.

Client: City of Brandon, Mississippi

Alta Contract Amount: $8,000

Contact: Jordan Hillman, Planning Director, City of Brandon, jhillman@brandonms.org, (601) 825-5021

Award: 2013 Outstanding Planning Project Award, Mississippi Chapter of APA

BIHL ENGINEERING
TRANSPORTATION ENGINEERING & ANALYSIS

Bihl Engineering specializes in transportation engineering consulting and traffic studies throughout South Carolina, Georgia, and Florida. We partner with both public and private organizations to provide solutions for projects with a variety of scopes. Whether our clients require design traffic analysis for new or improved corridors, traffic studies for development, or guidance on local and regional transportation issues we are able to provide appropriate professional services.

Specific support for private clients includes identifying access locations for a development, estimating trip generation, and projecting the potential impacts on the local transportation network. For public clients, we project the operations of corridors in the future, and optimize signal timings for better traffic flow in a community. Communication with the public, government agencies, and other interested parties is paramount for a successful project, and we take pride in helping our clients manage these requirements.

Bihl Engineering is a woman owned business certified as a DBE (Disadvantaged Business Enterprise) by the State of South Carolina though the South Carolina Unified Certification Program (SCUCP).

ABOUT THE FIRM

PRINCIPAL

Jennifer T. Bihl, PE, LEED AP holds Bachelor's and Master's degrees in Civil Engineering from Clemson University and has more than a dozen years of consulting experience in the field of transportation engineering.

PRACTICE

Located in the heart of the Lowcountry of South Carolina, Bihl Engineering provides transportation engineering services of widely varying scopes to public and private clients across South Carolina, Georgia, and Florida.

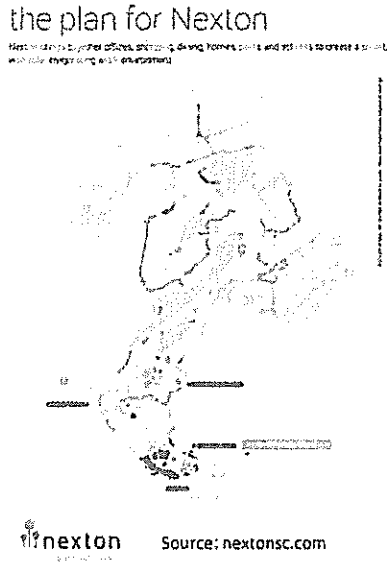
PROMISE

"I promise personal project oversight, attention to detail, prompt response, and a quality of work that all my clients will recognize and appreciate." -Jennifer T. Bihl, PE

BIHL ENGINEERING

Nexton Mixed Use Development - Client: WestRock
Location: Summerville, SC and Berkeley County, SC

Nexton is a new community in Summerville and Berkeley County, SC east of Interstate 26 that will encompass approximately 4,500 acres and will consist of residential, office, shopping, dining and schools and is organized into smaller but connected villages and districts. We provide transportation services including but not limited to projected traffic volumes and internal capture, determination of the intersection controls and timing, determination of roadway components and sizing, as well as preparation of operational analysis and design documents needed for regulatory approval. The transportation component of this project has included detailed and regular coordination with Berkeley County, the Town of Summerville, and SCDOT.



Source: nextonsc.com

Reference: John Grab, WestRock
Vice President, Real Estate Development, Nexton
201 Sigma Drive, Summerville, SC 29483, 843-851-4666

Various Traffic Studies and Transportation Analyses, South Carolina and Georgia – Client and Location: Varies

In general, transportation analyses includes data collection, intersection level of service analysis, signal warrant analysis and signal design, the determination of auxiliary turn lane needs and dimensioning, queuing analyses, etc. During all studies, there is close coordination with regulatory staff regarding study parameters and assumptions, coordination of access points, and opportunities for partnership. This transportation analysis and coordination are required for permitting for any transportation solution. After the studies are complete, coordination continues in responses to any comments received and sometimes includes presentations to public commissions or boards. On the larger private projects and a majority of the public projects, there is also a public involvement component.

Downtown Subarea Parking Study – Client and Location: City of Aiken, SC

A parking subarea study was conducted in downtown Aiken, SC for key blocks to determine the parking conditions and trends in the study area. The study area was comprised of the traditional land uses for a downtown such as retail and restaurants. Downtown Aiken also hosts several festivals and markets that placed additional demand on the parking infrastructure in certain areas and yield specific parking trends.

PROFILE

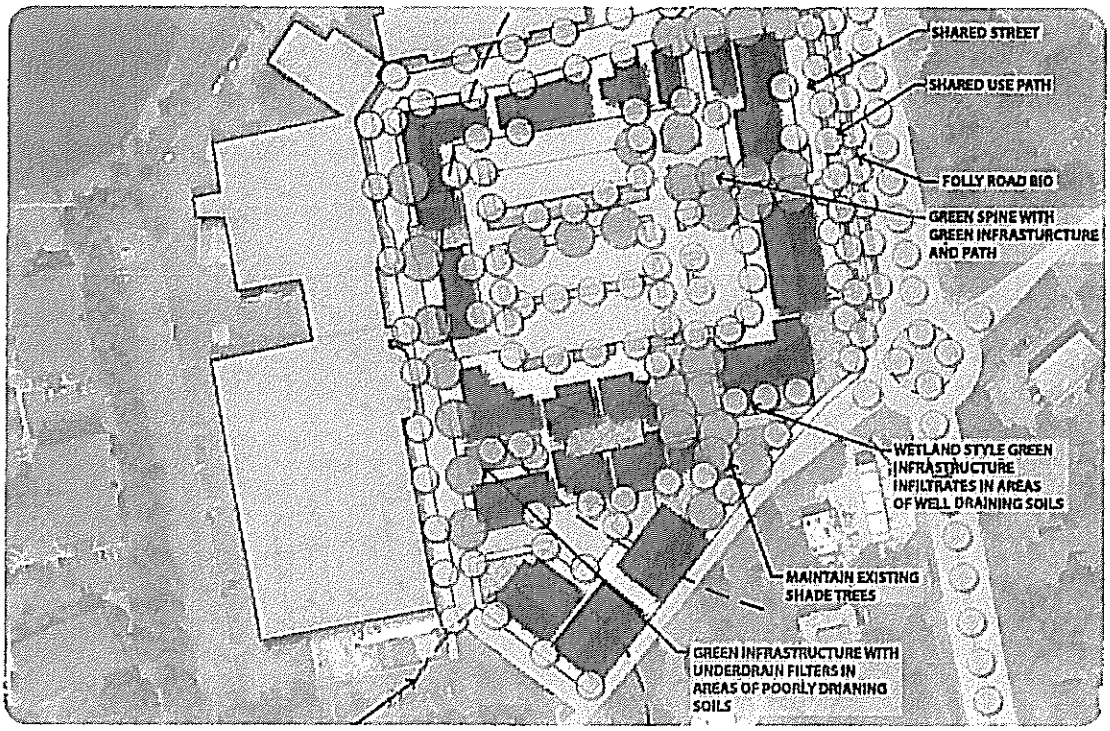
The Horsley Witten Group, Inc. (HW) is a full-service environmental science and engineering firm with offices located in Sandwich, Boston, and Newburyport, Massachusetts, and Providence, Rhode Island. The firm was incorporated in 1988 and consists of 49 professional engineers, land use planners, hydrogeologists, hydrologists, wetlands scientists, marine scientists, geologists, computer modelers, environmental analysts, licensed site professionals, surveyors, Leadership in Energy and Environmental Design Accredited Professionals (LEED APs), and supporting personnel.

HW specializes in providing consulting services in land-use planning and smart growth, site planning and design, coastal and watershed protection, wastewater and stormwater management, integrated water management, hydrogeology and water supply, site assessment and remediation, wetlands assessment, technical information transfer, public education, and training. Our clients include government agencies at the federal, state, tribal, regional, county, and municipal levels, as well as private sector organizations, non-profit organizations and individuals.

HW utilizes an interdisciplinary approach to its work combining engineering and science with land use planning, economics, and public policy. Our corporate goal is to create innovative solutions to environmental problems by successfully integrating engineering, science, and planning skills.

We are nationally recognized for our ability to translate results of water quality, engineering, hydrogeologic, and land use investigations into policies, regulations and management strategies that can be effectively implemented. The success realized in all of our U.S. EPA and state-level projects is a direct result of our knowledge of local and state regulatory issues and our understanding of the scientific and policy foundation behind these regulations.

Over the past 25 years, approximately two-thirds of our client base has been in the public sector covering the entire range of community, county, state, federal and tribal governments. In recent years, 86% of new contracts have been with repeat clients - a testament to the quality of our services and level of client satisfaction.



Project Profile
Charleston, SC

Client Contact:
Victor Dover
Dover, Kohl and Partners
305-666-0446

HW Contact:
Jon Ford, PE

15010

Folly Road Corridor Study

HW collaborated with Dover, Kohl and Partners, Alta Planning and Design, Partners for Economic Solutions, and local stakeholders on a Folly Road complete street vision. Folly Road is the main spine of James Island, located south of the city of Charleston, South Carolina. Despite rich heritage and natural beauty, auto-oriented transportation infrastructure and sprawling development patterns are eroding the corridor's charm. The team led stakeholder input sessions, public visioning, collaborative design and engineering, and a final "work-in-progress" presentation during an intense interdisciplinary seven-day design charrette. HW focused on the integration of ecological and green infrastructure solutions with pedestrian/ bicycle infrastructure design and town placemaking at the corridor, block, street, and building scales. The stormwater improvements are designed to address watershed and local stormwater program objectives.

Horsley Witten Group

HW focuses on providing sustainable environmental solutions. Learn more at horsleywitten.com

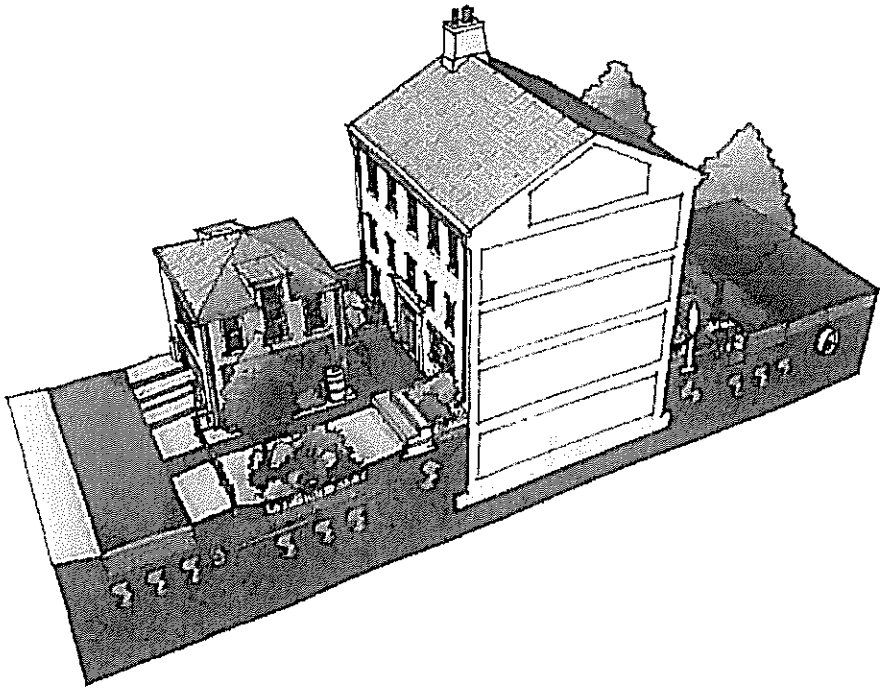


Image Credit: Russ Preston

Project Profile
Simsbury, Connecticut

Client Contact:
Hiram Peck, AICP
Former Director of
Planning Simsbury
(now Avon, CT)
860-409-4300

HW Contact:
Jon Ford, PE

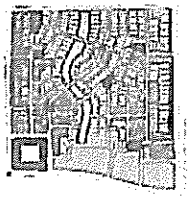
Horsley Witten Group

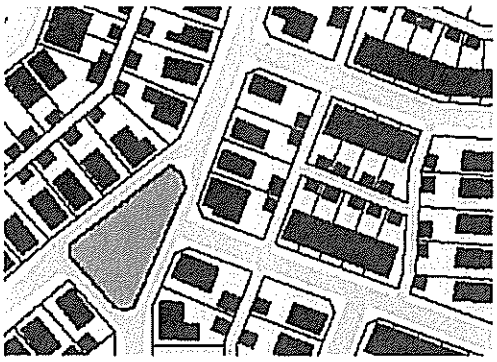
Simsbury, CT Planning & Urban Design

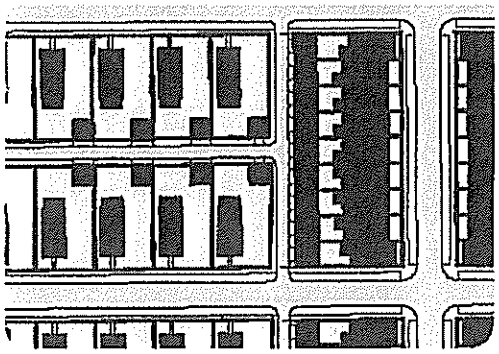
Jonathan Ford, Senior Project Manager-Community Design, has contributed to several innovative neighborhood designs, infrastructure planning, and form-based zoning projects as part of the Town of Simsbury's pioneering land use planning. In 2012, Jon prepared a stormwater management module to support the recently adopted form-based Simsbury Center Code. Jon led stakeholder input sessions and prepared a Stormwater Article and Site Design Guidelines tailored to the unique conditions within Simsbury. The plan features detailed design criteria and demonstrates the application of Low Impact Design and Light Imprint techniques. This project won a 2014 CNU New England Urbanism Award. In 2013 Jon was part of the interdisciplinary team that prepared a new form-based zoning code for Simsbury's Weatoque neighborhood. The project design features street realignment for traffic calming, commuter parking, and a new and efficient neighborhood bike path routing. Also in 2014, Jon was part of the charrette design team for the Hartford property land use study, including repurposing of a 640,000 sq. ft. building on 170 acres. As part of the charrette team led by Gateway Planning, Jon contributed to public visioning, infrastructure design, neighborhood planning, open space design, and street design. The Simsbury Zoning Commission adopted the form-based code in 2014.

HW focuses on providing sustainable environmental solutions. Learn more at horsleywitten.com

Smart Growth &
Conventional Suburban Development
An infrastructure case study completed for the EPA







by Jonathan Ford, PE
January 13, 2010

Project Profile
US EPA Office of
Policy, Economics, & Innovation

Client Contact:
Lee Sobel
RCLCO (formerly US EPA)
240-380-3102

HW Contact:
Jon Ford, PE.

Comparative Infrastructure Analysis of Smart Growth and Conventional Projects

The lack of available data regarding Traditional Neighborhood Development (TND) infrastructure cost is an impediment to widespread implementation of walkable, sustainable places. A high-profile infrastructure study commissioned by the EPA analyzed TND infrastructure cost variables and compared TND infrastructure with several Conventional Suburban Development (CSD) alternatives. The EPA's Business Case for Smart Growth publication includes the final peer-reviewed report.

Using constant input assumptions and several planning and design scenarios for the 750-acre Belle Hall site in South Carolina, including the original TND design by Dover Kohl & Partners; variables that drive infrastructure cost were studied to quantify and compare their impact on the total infrastructure cost. Lot size, product type, density, street cross section, street network pattern, and many other infrastructure elements exist in a complex interrelated system. The EPA comparative infrastructure cost study sheds light on the relationships between infrastructure elements and their effect on bottom line costs. Follow up to the infrastructure cost assessment included study of environmental impacts and watershed health.

Horsley Witten Group

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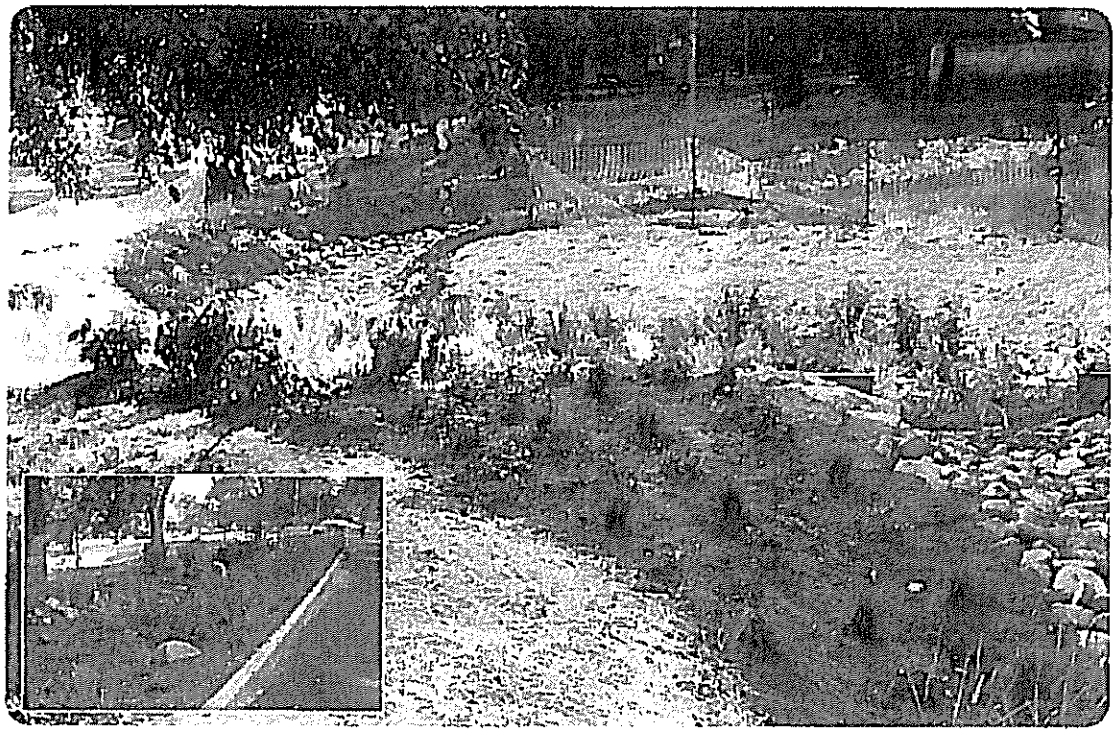


Project Profile
New York City, NY

Client Contact:
William M. Leo, PE.
HDR/HydroQual
201-529-5151 ext 7166

HW Contact:
Rich Claytor, PE

9044-13036

Implementing Green Infrastructure Stormwater Best Management Practices

New York City has directed a substantial low impact design/green infrastructure effort in recent years. These BMP's are a cost-effective alternative compared to big tanks/tunnel storage for combined sewer overflow abatement. The City has evaluated numerous stormwater BMPs, including permeable pavements, underground recharge chambers, bioretention, and blue roofs at city-owned properties such as housing projects, schools, and parks.

HW has participated in two major projects beginning in 2009. The first project involved the siting, design, and construction administration for several pilot installations and evaluating the effectiveness of green infrastructure practices under contract with the New York City Department of Environmental Protection. For the second project, HW is collaborating with the City's Office of Green Infrastructure to initiate wide-scale implementation of green infrastructure "bioswales" within city street rights of way in Newtown Creek in Queens and "on-site" practices at several public school sites.

Horsley Witten Group

HW focuses on providing sustainable environmental solutions. Learn more at horsleywitten.com

STRATEGIC ECONOMICS
MARKET ANALYSIS AND IMPLEMENTATION STRATEGY

Strategic Economics, Inc. is a nationally recognized urban economics consulting firm. We provide governmental entities, developers, community groups, and non-profit organizations with the economic analyses and strategic approaches necessary to create sustainable, high-quality places for people to live and work.

Our work focuses on ways to encourage investment in infill and transit-served locations, including:

- Public Finance
- Fiscal and Economic Impact Analyses
- Economic Development and Retail Strategies
- Market and Feasibility Analyses
- Real Estate Advisory Services
- Transit-Oriented Development

Our team strives to use the most innovative and appropriate economic analytic techniques in the work we deliver to our clients, and excels at translating our work into materials that are accessible to any audience. Founded in 1998, Strategic Economics has 14 employees. We are a certified Women-Owned, Small Business, Alameda County Small Local Business, and California Small Business Enterprise.

RELEVANT PROJECT EXAMPLES AND REFERENCES

MID-MICHIGAN ECONOMIC ANALYSIS

Client: Tri-County Regional Planning Commission
Location: Lansing, MI

Strategic Economics was part of a consultant team – led by the National Charrette Institute – conducting community planning charrettes to develop a unified vision for the Michigan Avenue / Grand River Avenue Corridor. The corridor connects Downtown Lansing with Downtown East Lansing, Michigan State University, and other regional employment and retail destinations. The planning effort's goal was to leverage the planned introduction of a bus rapid transit line to transform the existing auto-oriented arterial into a revitalized, multimodal street with nodes offering a mix of land uses in a pedestrian-friendly environment. As the lead economist on the team, SE assessed the economic development opportunities along the corridor that can be achieved – including opportunities for transit-oriented development – by leveraging the existing institutional, retail, and employment nodes along the corridor.

Strategic Economics assessed the regional economy's industry composition and trends to understand the potential to attract new development along the corridor. Strategic Economics also assessed the regional residential and commercial markets. These analyses ultimately assisted the team in developing strategies for attracting new development and revitalizing key sub-areas of the corridor. Strategic Economics also participated in two multi-day charrettes, working closely with the public and consultant team to guide development of the vision for the corridor.

Reference: Susan Pigg, Tri-County Regional Planning Commission
(517) 393-0342 | spigg@mitcrpc.org

EL CAMINO HOUSING OPPORTUNITIES ANALYSIS AND CASE STUDIES

Client: San Mateo County Transit District/Grand Boulevard Initiative
Location: Various locations in San Mateo and Santa Clara Counties

The Grand Boulevard Initiative (GBI) is a voluntary, regional collaboration of cities, counties, agencies, and advocates who share a vision for the transformation of the 43-mile El Camino Real corridor. The GBI has adopted ten guiding principles that emphasize targeting future housing and job growth to the corridor and the creation of compact, mixed-use environments with vibrant public spaces, and improved pedestrian and bicycle connections, while preserving community character. In order to advance the Grand Boulevard vision, the GBI sponsored the Economic and Housing Opportunities Assessment (ECHO), a study examining the potential for focusing future development on the corridor. In Phase I of ECHO, completed in 2010, Strategic Economics led a team of consultants to examine the fiscal and economic benefits of focusing future development on the corridor, and provided illustrations to help communities visualize the impacts of change.

The second phase of the study addressed the challenges to implementing the Grand Boulevard vision. Strategic Economics, in partnership with Freedman Tung + Sasaki and Van Meter Williams Pollack, conducted technical analysis to understand the opportunities and constraints to development on El Camino Real in four cities (Belmont, Daly City, Mountain View, and South San Francisco). Strategic Economics' tasks included in-depth residential and commercial real estate market analysis to identify the market potential for new development, as well as financial feasibility analysis of development prototypes to illustrate the impact of density, height, parking ratios, and other land use policies on feasibility. Based on this work, the team developed an "implementation toolkit" that provides cities with guidance on how to facilitate nodal development patterns on the corridor, facilitate small-lot development, and set appropriate land use regulations to encourage mixed-use development.

Reference: April Chan, Chief Officer Planning, Grants and Transportation Authority,
San Mateo County Transit District | (650) 508-6228 | chana@samtrans.com

HIGHWAY 29 TRANSIT ORIENTED DEVELOPMENT WORKSHOPS

Client: City of Greer, South Carolina, Smart Growth America
Location: Greer, South Carolina

Greer, South Carolina was awarded technical assistance resources through the Smart Growth America (SGA) Building Blocks program, funded by the U.S. Environmental Protection Agency. At the City's request, this assistance focused on transit oriented development (TOD) and the potential for creating a bus rapid transit line connecting the region's two major cities, Greenville and Spartanburg in the Highway 29 corridor. Greer is located on this corridor and has several opportunity sites that could support TOD. Through phone calls with City staff and other key regional stakeholders, including representatives from Upstate Forever and Ten at the Top, as well as review of the relevant planning documents, including the City's 2010 Comprehensive Plan, Dena Belzer prepared an introductory presentation on TOD, geared specifically to Greer's needs. A key aspect of this presentation was to make the economic case for transit and TOD and to demonstrate what this public investment would contribute to the region's long term economic and environmental health. Ms. Belzer visited Greer, toured both the city and the proposed transit alignment, made presentations to a wide range of community members, elected officials and business and public sector stakeholders, and prepared a "next steps" memo, providing suggestions to the City and its partners, Upstate Forever and Ten at the Top, about what they could do to establish a new transit and TOD paradigm for the region.

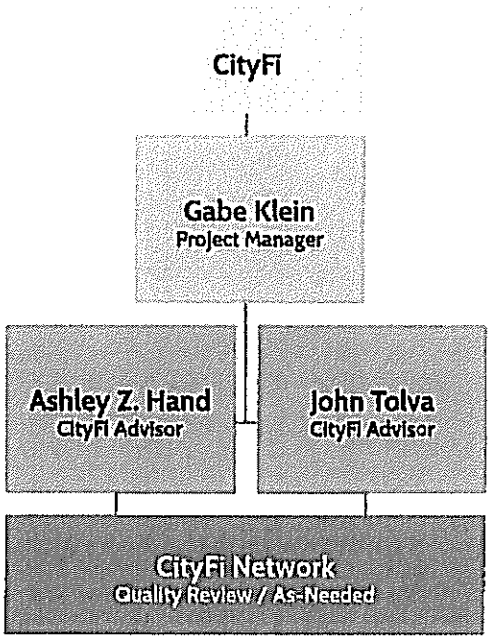
Reference: Mike Sell, Assistant City Administrator, City of Greer
(864) 416-0118 | msell@cityofgreer.org

CITIFI
CHANGE MANAGEMENT

CityFi

CityFi is in the business of change management, with an eye towards facilitating positive, sustainable change for people and long-range economic returns in tandem. At our core is dispelling the myth that a necessary evil of good business is often a suboptimal outcome for people and the environment. We also believe that true public-private partnerships are based on relationships built on clear lines of communication, common goals, aligned incentives and outcomes.

CityFi helps towns, cities, governments, start-ups, and companies to understand and navigate the increasingly complex urban landscape, and work together to make positive change, fast. We focus a great deal on technology, but in the context of what is good for cities, citizens, and the long term health of our environment. Our senior team has deep expertise in consumer services, real estate, transportation, urban planning, Smart Cities and IOT, innovative finance and value creation, and typically each principal has experience on both sides of the equation. Our foundation is in triple bottom line (people, planet, profit) approaches. We believe in full disclosure of our interests, and being agnostic in terms of what company plugs into which platform, provided they are also ethical in their business dealings.



Denver South Urban Development: Smart Cities Recommendations

Client: Denver South Economic Development Partnership (Denver, Colorado)

Dates: 2016

The goal of this project was to help the client identify specific actions to become a 21st century innovation district. This district faces the challenges of congestion, sprawl and lack of mixed use and the recommendations encompassed smart infrastructure, technology-friendly public policy, and truly symbiotic public-private partnerships. Urban development recommendations focus on openness, interoperability, modularity, future compatibility, transparency, and readiness for experiment. The strategies for implementation include real-time urban design; city-as-a-platform; seamless mobility. The recommendations included a series of projects to be implemented in the near-term to help move Denver South forward.

Services: Urban Development; Smart City Recommendations

Kansas City, Missouri: North America's Most Comprehensive Smart City

Client: City of Kansas City, Missouri (Kansas City, Missouri)

Dates: January 2014-June 2015

Click image to access more information about the smart city program.

In June 2015, City Manager Troy Schulte signed an unprecedented partnership collaboration agreement with Cisco and Sprint to make Kansas City, Missouri the most comprehensive smart city in North America. Through an extensive engagement and needs assessment process, Ashley led the development of the project scope and negotiated contract agreements around data-sharing, access to the public right-of-way, and overall program implementation. The smart city initiative included the installation of free public WiFi at no cost to the City; deployment of video-as-a-sensor and smart LED lighting; a smart city app; and public kiosks for citizen engagement and access to services along a new 2.2-mile streetcar starter line in the urban core.

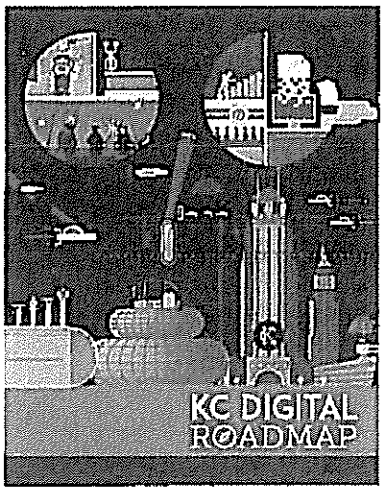
In addition, Ashley spearheaded the advancement of public policies around open data and privacy principles. The partnership included a data sharing agreement with Cisco to create a living lab - an open portal for innovating on smart city data by entrepreneurs in a real world environment.

Services: Stakeholder Engagement & Outreach; Needs Assessment & Project Prioritization; Program Management; Public Policy Development; Vendor Contract Negotiation, Media Relations

KC Digital Roadmap

Client: City of Kansas City, Missouri (Kansas City, Missouri)

Dates: November 2013-February 2015



Click image to access the roadmap

The digital roadmap outlines citywide strategies for advancing goals for digital inclusion; open government; digital engagement; supporting the local technology sector; and becoming a smart city. Following an inventory of technology and department business plans, Ashley convened a cross-departmental innovation team and civic board of emerging professionals to define specific opportunities and projects to support these goals and build on existing initiatives within City Hall while aligning to metrics defined in the citywide strategic plan. The Office of Mayor Sly James launched an online project dashboard to track implementation of each initiative and the document served as the foundation for the Kansas City US DOT Smart City Challenge Phase I Application (December 2015).

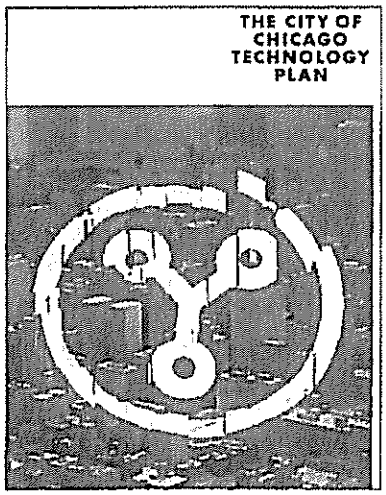
A launch event, KC Digital Lab, was organized in partnership with Bloomberg Associates to introduce the KC Digital Roadmap to digital communications staff across City Hall, partner agencies and nonprofits. This event was the first time this staff was brought together to share best practices in digital communications, learn about new social media tools, and network and was part of the effort to cultivate a culture of innovation in local government.

Services: Stakeholder Engagement & Outreach; Needs Assessment & Project Prioritization; Program Management; Public Policy Development Media Relations; Event Planning

City of Chicago Technology Action Plan

Client: City of Chicago (Chicago, Illinois)

Dates 2013



Click image to access the plan.

The most vital cities in the world enable their communities with leading-edge technology that engages, informs, and empowers. Mayor Emanuel's vision for achieving this is built on a commitment to modern infrastructure, smart communities, and technological innovation. The initiatives in this plan chart a course to realize Chicago's potential as a city where technology fuels opportunity, inclusion, engagement, and innovation for all.

The public-private technology plan lays out the path to achieve this vision, highlighting five broad technology-based strategies and identifying current and future initiatives within each of those strategies that together will accelerate economic growth, build educated and digitally-engaged communities and workforce, improve government services, and reduce costs through technology. This plan will:

1. Enable and encourage major stakeholders in the public, private, and nonprofit sectors to focus, prioritize, and coordinate their technology-based efforts to achieve maximum impact for Chicagoans;
2. Describe Chicago's plans and opportunities for partnering with private companies, universities, and other organizations to build a world-class broadband infrastructure and increase options for digital access;
3. Provide educational guideposts to ensure Chicago's students and workforce have the skills needed to succeed in technology-driven fields;
4. Help guide communities as they support residents' digital success and business growth;
5. Demonstrate the path Chicago is on to become the most transparent, innovative, effective, and efficient municipal government;
6. Highlight how our residents are empowered to help create innovative solutions to big city issues;
7. Help guide technology-based investments for entrepreneurs and businesses.

Services: Strategic Planning. Public Policy

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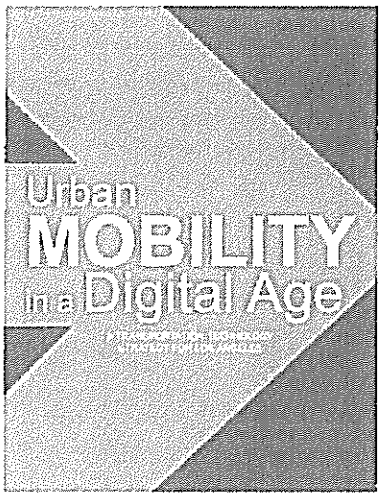
City of Los Angeles Transportation Technology Strategy

Client: City of Los Angeles (Los Angeles, California)

Dates: August 2015-August 2016



Click image to access the strategy at-a-glance.

The transportation technology strategy defines a scalable roadmap for integrating shared mobility, technology-enabled transportation experiences, and automated vehicles into department planning and operations to maximize the benefits to public safety, sustainability and roadway efficiency across the Los Angeles region. Building on the existing innovative work of the department, the strategy defines public policy recommendations ranging from topics such as data sharing and land use; an action plan for next steps to transform the department into a 21st century mobility manager; and outlines a series of pilot initiatives to undertake to demonstrate and test advanced technologies - from smart city sensor to smartphones, from bikeshare to automated vehicles. The strategy will be available online in August 2016. An online dashboard tracking implementation is planned for Fall 2016.

Services; Research; Subject Matter Advisor; Partnership Development; Grant-Writing Support. Strategy Development; Implementation Planning; Design; Media Relations & Outreach

City of Seattle and King County Mobility Services Project

Client: City of Seattle and King County (Seattle, Washington)

Dates: Fall 2015-ongoing

The mobility industry (ridesource, rideshare, carshare, taxicabs, for-hire vehicles, bikeshare, and micro-transit) and the services it provides are essential to economic vitality, and both the industry and services it provides must remain robust and reliable. Developing a long-term policy strategy for Seattle and King County provides the region an opportunity to determine the mass mobility and transportation outcomes Seattle and King County desires and to stay ahead of the curve of private-sector innovation by proactively developing the means and mechanisms to shape the future. The City of Seattle and King County Mobility Services Project was undertaken to develop a plan for shared mobility that: a) creates an atmosphere where this industry can thrive; and, b) ensures that public policy goals and principles are built into the foundation of how the industry grows and operates.

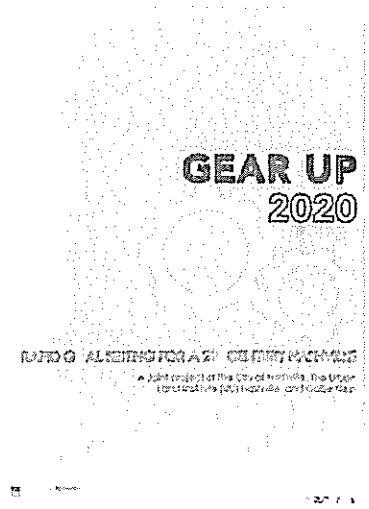
The team analyzed mobility data from various sources and focused on four surface usage patterns, gaps in services or ridership, and other points of interest to develop an understanding of the mobility marketplace and identify data-driven opportunities. The team has also engaged private sector transportation technology companies to assess potential strategies for deploying new mobility options and how to better align incentives.

Services: Analytics; Incentive Recommendations; Development of Public-Private Partnerships for Implementation

Gear Up: Rapid Goal Setting for a 21st Century Nashville

Client: City of Nashville and Urban Land Institute (ULI) (Nashville, Tennessee)

Dates: February 2016-July 2016



Click image to access the recommendations.

The goal of this project was to provide a set of actionable, short-term, specific ideas to move Nashville forward by the year 2020, while thinking about the latest technologies, business models and government innovations in formulating this goal-oriented, milestone-driven set of actions. GEAR UP 2020 is a set of actions that can help to fulfill related plans laid out in the expansive and comprehensive NashvilleNext, Middle Tennessee Connected, Moving Tennessee Forward, Nmotion2015 and other long term planning efforts already undertaken.

Nashville Next is a world class multi-disciplinary plan with well thought-out implementation. Gear-Up 2020 supports the actions and in some cases provides more detail, reinforces the importance of an action, or suggests an important interim step and responsible party to get there.

Services: Stakeholder Interviews; Research; Strategy Development; Development of Project Ideas

CITIFI REFERENCES

Tim Keane
Atlanta Department of Planning & Community Development
Office of the Commissioner
55 Trinity Avenue, Suite 1450, Atlanta, GA 30303
404.330.6037 | tkeane@atlantaga.gov.

Mark Sturtevant
Director of Infrastructure
Mayor's Office of Infrastructure, Transportation, and Sustainability
1 Public Sq #100, Nashville, TN 37201
615-862-6000 | mark.sturtevant@nashville.gov

CITYFI.CO

REFERENCES

Dover, Kohl & Partners has had numerous past experiences with similar projects; the end result is always of the highest quality. Our past clients can provide insights to our collaborative design process, qualifications, and other project details. The following five references correspond with projects profiled in Section 5 of this response, for whom work has been completed within the last three (3) years. References for our subconsultant team members can be found in Section 6.

Rethink Folly Road: A Complete Streets Study (2015 - 2016)
Client: BCD Council of Governments
Contact Name: **Kathryn Basha, AICP, Planning Director**
Address: 1362 McMillan Avenue, Suite 100, North Charleston, SC 29405
Phone/Email: 843.529.0400 / athrynB@bcdcog.com

Plan El Paso (and related planning assignments, 2010 - 2013)
Client: City of El Paso
Contact Name: **Carolos Gallinar (former City of El Paso Planning Director)**
Address: 809 McKelligon Drive, El Paso, Texas 79902
Phone/Email: 915.346.6586 / cgallinar@gallinar-planning.com

Plan Downtown Oakland (2015 - present)
Client: City of Oakland Planning & Building Department
Contact Name: **Alicia Parker, AICP, Project Manager**
Address: 250 Frank H. Ogawa Plaza, Suite 3315, Oakland, CA 94612
Phone/Email: 510.238.3362 / aparker@oaklandnet.com

Columbia Pike Neighborhoods Plan and Form-Based Code (2010 - 2013)
Client: Arlington County
Contact Name: **Jennifer Smith, Principal Planner, Columbia Pike Initiative Coordinator**
Address: 2100 Clarendon Boulevard, Arlington County, Virginia 22201
Phone/Email: 703.228.0068 / jsmith3@arlingtonva.us

The Capitol Corridor: A Vision for Michigan Ave / Grand River Ave (2013 - 2014)
Client: Tri-County Regional Planning Commission
Contact Name: **Sue Pigg, Executive Director**
Address: 3135 Pine Tree Road, Suite 2C, Lansing Michigan 48911
Phone/Email: 517.393.0342 / spigg@mitcrpc.org

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

Proposal Number: 16-P026C	**Proposals will be received until:** October 4, 2016 @ 12:00pm
Proposal Title: West Ashley Master Plan **Pre-Proposal Meeting:** September 1, 2016 @ 2:00pm, 2 George Street, Public Meeting Room, 1st Floor	
Mailing Date: August 19, 2016	**Direct Inquiries to:** Gary Cooper, Procurement Director
Vendor Name: The Image Network, Inc. d/b/a Dover, Kohl and Partners	**FEIN/SS#:** 56-1577628
Vendor Address: 1571 Sunset Drive	
City – State – Zip: Coral Gables, FL 33143	
Telephone Number: (305) 666-0446	**Fax Number:** (305) 666-0360
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☑ No If so, please provide a copy of your certificate with your response	
Authorized Signature: _____	**Title:** Principal/Project Director
Date: September 30, 2016	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.

IMPORTANT

1. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

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

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

4. Questions regarding this solicitation must be submitted to Gary Cooper or Robin Barrett-Robinson in writing no later than 12:00pm on September 6, 2016. Questions may either be faxed to 843-720-3872 or emailed to Gary Cooper, cooperg@charleston-sc.gov or Robin Barrett-Robinson @ robinsonr@charleston-sc.gov.

Proposal Number: 16-P026C	**Proposals will be received until:** October 4, 2016 @ 12:00pm
Proposal Title: West Ashley Master Plan **Pre-Proposal Meeting:** September 1, 2016 @ 2:00pm, 2 George Street, Public Meeting Room, 1st Floor	
Mailing Date: August 19, 2016	**Direct Inquiries to:** Gary Cooper, Procurement Director

CERTIFICATE OF FAMILIARITY

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

The Image Network, Inc.	
Company Name As registered with the IRS	Authorized Signature
1571 Sunset Drive	Amy Groves
Correspondence Address	Printed Name
Coral Gables, FL 33143	Principal/Project Director
City, State, Zip	Title
agroves@doverkohl.com	(305) 666-0446
Email	Telephone Number Toll Free Also (If Available)
1571 Sunset Drive	(305) 666-0360
Remittance Address	Fax Number
Coral Gables, FL 33143	September 30, 2016
City, State, Zip	Date
56-1577628	
Federal Tax ID (FEIN)/SS Number	SC Sales Tax Number

Minority or Women-Owned Business:

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

☐ Yes ☑ No

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

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

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

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

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

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

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

COMPLIANCE REQUIREMENTS:

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

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

AND

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

OR

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

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

Name of Company: The Image Network, Inc. d/b/a Dover, Kohl & Partners

Signature	September 30, 2017 Date
Amy Groves Print Name	Principal/Project Director Title
Witness	

AFFIDAVIT A
Page 1 of 2

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

Affidavit of The Image Network, Inc. d/b/a Dover, Kohl & Partners
(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")

- [x] 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.*
- [x] 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.
- [x] 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.
- [x] 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- [x] 5. Attended any pre-solicitation meetings scheduled by the City. (Jennifer Bihl on our behalf)
- [ ] 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- [x] 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. *(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)*
- [ ] 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- [ ] 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- [ ] 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- [ ] 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

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

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

Date: 9/30/2016 Name of Authorized Officer (Print/Type): Amy Groves
Signature:
Title: Principal/Project Director

AFFIDAVIT A

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

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

1. Minority Firm Name and Contact Bihl Engineering - Jennifer Bihl	Minority Firm Address 304 Meeting Street, Suite D, Charleston, SC 29401
Minority Firm Telephone Number (843) 637-9187 Minority Firm Fax Number DBE Certification Number 0302201414	Minority Group Type ☐ (African American) ☑ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
2. Minority Firm Name and Contact Strategic Economics - Nadine Fogarty	Minority Firm Address 2991 Shattuck Ave., Suite 203, Berkley, CA 94705
Minority Firm Telephone Number (510) 647-5291 Minority Firm Fax Number (510) 647-5295 DBE Certification Number pending - see email 9/20/16	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: 9/30/2016 Name of Authorized Officer (Print/Type): Amy Groves

Sworn to before me this 30 day of September, 2016

Signature:

Notary Public for the State of Florida

My Commission Expires: July 6, 2018

Title: Principal/Project Director

Print Name: Kristen Thomas

Phone Number: 305 1616-0446

Address: 1571 Sunset Drive
Coral Gables, FL 33143

Notary Seal:

KRISTEN THOMAS
Notary Public - State of Florida
My Comm. Expires Jul 6, 2018
Commission # FF 101136

UCP UNIFIED CERTIFICATION PROGRAM

Certificate of Eligibility

granted to

Bihl Engineering, LLC

It has been determined that the firm listed above has met all federal requirements in accordance with the Code of Federal Regulations (49 CFR Part 26) and is thereby eligible to participate in the Disadvantaged Business Enterprise Program in the State of South Carolina.

Area of Work:

Transportation Engineering Services

NAICS:

541330

Issue Date: 9/27/2012

Director of Business Development & Special Programs
South Carolina Department of Transportation

UCP Office of Business Development and Special Programs 955 Park Street P.O. Box 191 Columbia SC 29202-0191
Telephone (803)737-1372 FAX (803)737-2021 www.scdot.org

Governor's Office
of
Small & Minority
Business Assistance

Certificate of Woman-Owned Business

Bihl Engineering

located at

Beaufort, South Carolina

has been determined to be a

woman-owned business operating

in the State of South Carolina

Director, Office of Small & Minority
Business Assistance

Certification Number: 032012100

Date: October 8,2012

Expiration Date: October 31,2017

From: "Snype, Theron" <SNYPET@charleston-sc.gov>
Date: September 28, 2016 at 5:58:14 AM PDT
To: 'Nadine Fogarty' <NFogarty@strategiceconomics.com>, Eileen Fodje <EFodje@strategiceconomics.com>
Subject: RE: WBE Certificate of Eligibility

Ms. Fogarty,

Your application for City of Charleston MWBE certification was received Monday afternoon September 26, 2016. We will recognize your WBE certification from the California Public Utilities Commission and add Strategic Economics, Inc. to our MWBE database. You should receive approval documentation from my office next week.

Regards,

Theron M. Snype | MBE Manager
City of Charleston Department of BFRC
75 Calhoun Street | Suite 3500 | Charleston, SC 29401
T:(843) 973-7217 | F:(843) 720-3872 | snypet@charleston-sc.gov www.charleston-sc.gov

City of Charleston

AFFIDAVIT B

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

Affidavit of The Image Network, Inc. d/b/a Dover, Kohl & Partners (Name of Bidder). I hereby certify that on the West Ashley Master Plan (Project Name). Total Project Amount $ See Cost Proposal

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
Jennifer Bihl - Bihl Engineering (843) 637-9187	W	Transportation Analysis/Planning	$ See Cost Proposal
Nadine Fogarty - Strategic Econ (510) 647-5291	W	Market/Economic Analysis & Implementation Strategy	$ See Cost Proposal
			$
			$
			$
			$
			$

Total MBE Participation: 20 % $ See Cost Proposal (sealed envelope.)

* 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: 9/30/2016 Name of Authorized Officer (Print/Type): Amy Groves

Signature: [signature]

Title: Principal/Project Director

Sworn to before me this 30 day of September, 2016

My Commission Expires: July 6, 2018

Print Name: Kristen Thomas

Phone Number: 305 666-0446

Address: 1571 Sunset Drive Coral Gables, FL 33143

Notary Public for the State of Florida

Notary Seal:

KRISTEN THOMAS
Notary Public - State of Florida
My Comm. Expires Jul 6, 2018
Commission # FF 101136

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

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

Addendum #1

Date: August 29, 2016
To: All Offerors
From: Robin B. Robinson, Senior Buyer
Subject: Solicitation #16-P026C – West Ashley Master Plan RFP

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

1. The Insurance Requirements were inadvertently omitted from the solicitation document. Please insert the attached.

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

Amy Graves / Dover, Kohl & Partners
Offeror

Principal / Project Director
Title

Authorized Representative

9-30-16
Date

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

Addendum #2 – Q&A

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

Date: September 13, 2016
To: All Offerors
From: Robin B. Robinson, Senior Buyer
Subject: Solicitation #16-P026C – West Ashley Master Plan RFP

This Addendum No. 2 modifies the solicitation only in the manner and to the extent as stated herein.

Q-1 Can you please publish the list of attendees for the September 1, 2016 West Ashley Master Plan Pre-Proposal meeting?

A-1 The document will be put on our website.

Q-2 Have you established a budget or budget range for this project?

A-2 Charleston City Council approved $350,000 in FY 2016 for this master planning effort. Based upon the response to this RFP, the City of Charleston is prepared to budget additional monies in 2017 to cover the cost of this important planning initiative.

Q-3 Can you share the names of the selection committee?

A-3 The selection committee names will not be provided.

Q-4 Are we permitted to have discussions with members of the selection committee or other staff members of does all communications need to go through purchasing?

A-4 All questions/discussions have to go through Procurement during the selection process.

Q-5 What extent of up-to-date multi-modal transportation analysis will be available as background information to support this study? Are there any particular gaps in transportation analysis or strategy that should be addressed as part of the West Ashley Master Plan scope?

A-5 Multi-modal transportation analysis and recommendations for improvements must take into consideration how West Ashley fits into the larger regional model. Transportation component should take into consideration how the City can make better/smarter decisions

regarding transportation investments and what those investments will do for the Charleston community in terms of land use, place creation, mobility and the redevelopment of specific areas in West Ashley.

The following resources will be made available for review by the consultant:

- Council of Governments Regional Transportation Plan
- CHATS Studies and Plans
- Charleston County Transportation Sales Tax Plans and Projects
- T. Allen Legare Bridge Bicycle and Pedestrian Lane Study
- CARTA Studies

Additionally, the following links may be useful:

- Charleston County Transportation Committee, CTC Transportation Plan: http://www.charlestonctc.org/
- Charleston County Transportation Development, Sales Tax Projects: http://roads.charlestoncounty.org/index.php#&panel1-4
- Berkeley-Charleston-Dorchester Council of Governments Transportation Planning: http://bcdcog.com/transportation-planning/
- South Carolina Department of Transportation Annual Traffic Counts: http://www.dot.state.sc.us/getting/annualTraffic.aspx
- Charleston County 2016 Sales Tax Referendum, transportation related projects: http://www.charlestoncounty.org/departments/county-council/index.php
- Mark Clark Expressway (I-526) http://www.charlestoncounty.org/departments/county-council/projects.php#I526 and http://www.dot.state.sc.us/MCE/documents.shtml .

Q-6 What extent of up-to-date stormwater management analysis will be available as background information to support this study? Are there any particular gaps in stormwater analysis or strategy that should be addressed as part of the West Ashley Master Plan?

A-6 The following resources will be made available for review by the consultant:

- Master Drainage and Floodplain Management Plan (mid 1980's)
- Ardmore Drainage Improvement Project (completed)
- Church Creek Drainage Basin Study and Improvement Projects (completed and under further study)
- Byrnes Downs Drainage Improvement Project (completed)
- Forest Acres Drainage Improvement Project (to commence Fall 2016)
- Dupont Wappoo Drainage Study (to commence Fall 2016/Winter 2017)
- Numerous small projects throughout West Ashley have been completed and many more are in the pipeline.

Q-7 What types of community engagement have been most successful in the past? Unsuccessful?

A-7 Successful strategies that have been utilized in the past include a combination of multi-day public charrette process, public workshops, public surveys, social media and website outreach. With certain projects, it has been helpful to have community engagement opportunities in multiple locations. Successful community engagement understands the multi-dimensional audience and how best to engage that audience. Unsuccessful efforts are largely due to the inability to identify and communicate with the targeted audience.

Q-8 What databases will be made available for land use, transportation, demographic, stormwater and economic research?

A-8 City of Charleston GIS maps are available at http://www.charleston-sc.gov/index.aspx?nid=273. GIS data layers for land use, zoning, transportation, stormwater, etc. will be made available to the consultant.

Average daily traffic counts in the West Ashley area are available from the Berkeley-Charleston-Dorchester Council of Governments http://bcdcog.com/2014-traffic-count-documents-maps/ and the South Carolina Department of Transportation http://www.scdot.org/getting/annualTraffic.aspx.

A list of completed and planned (funded) transportation improvement projects are available from the Charleston County Transportation Committee http://www.charlestonctc.org/projects.php and the Charleston County Transportation Development, Sales Tax Projects http://roads.charlestoncounty.org/index.php#&panel1-4

Demographic information for West Ashley is now available at www.charleston-sc.gov/westashley .

Stormwater project data referenced in A-6 will be made available to the consultant.

Economic research conducted in 2013 for West Ashley is available at: http://www.charleston-sc.gov/index.aspx?NID=1496; additional research gathered will be made available to the consultant.

A list of West Ashley related real estate purchases and a capital project (completed, ongoing and future) will soon be available at www.charleston-sc.gov/westashley. Additional information (details, cost, etc.) regarding these projects will be provided to the consultant.

Q-9 What level of city staff will be assigned to this project for in-house support?

A-9 In addition to a project manager that will be assigned from City staff, it can be anticipated that staff from all City departments will be accessible for support, guidance and information sharing.

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

Amy Graves / Dover, Kohl & Partners
Offeror

Principal / Project Director
Title

Authorized Representative

9-30-16
Date

Client#: 1054672 IMAGENET

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
1715 N. Westshore Blvd. Suite 700
Tampa, FL 33607

CONTACT NAME:
PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Insurance Company	25623
INSURER B: Travelers Casualty & Surety Co	19038
INSURER C: XL Specialty Insurance Company	37885
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
The Image Network Inc
dba Dover Kohl and Partners
1571 Sunset Drive
Coral Gables, FL 33143

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	6605C027085	10/30/2015	10/30/2016	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X		6605C027085	10/30/2015	10/30/2016	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	UB4001T013	11/19/2015	11/19/2016	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liability			DPR9727785	10/30/2015	10/30/2016	$1,000,000 per claim $1,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER
For Proposal Purposes

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT D 2

SCOPE OF WORK

PHASE 1: ANALYSIS (MONTHS 1-2)
Phase 1 will include the review of relevant information, as well as initial community outreach efforts and preliminary analysis to inform the planning process. It will include an on-site visit and analysis by members of the Dover-Kohl team. The site visit and analysis serve to gather information to better understand the unique qualities and opportunities in West Ashley and the City. Anticipated tasks include:

TASK 1.1: PROJECT KICK-OFF MEETING
At the start of the project, the Dover-Kohl team will schedule a meeting via web-ex with the City to review base information needs, strategize on the public participation process, identify key stakeholders, and develop a detailed schedule for the planning effort.

TASK 1.2: CREATE PUBLIC AWARENESS
Dover-Kohl will assist the City in generating public awareness for the project, which is essential to getting a broad sector of the community involved and maximizing public involvement throughout the planning process. The Dover-Kohl team will work with the City to foster inclusivity of key individuals, community organizations, and stakeholders throughout the planning process, and create mechanisms that best encourage their participation.

The Dover-Kohl team will assist with public outreach through a wide variety of marketing collateral: writing press releases to be distributed to the media, neighborhood associations, civic groups, and the development community, among others; and assisting in the design of flyers, posters, banners, postcards, or other mailers that can be distributed to the community and local media. At the City's request, Dover-Kohl will be available to discuss the project with reporters or any other interested individuals. Dover-Kohl will also be available to participate in a press conference with representatives of the City during the first site visit to inform the community of the upcoming public planning process.

To maintain community awareness, Dover-Kohl will design and launch a project website, to be updated throughout the planning process. The website will include the project schedule and opportunities for input, draft documents for review, and links to relevant resources. If authorized by the City, the site can also incorporate a MySidewalk online form (see *Phase 5: Optional Tasks*).

TASK 1.3: REVIEW OF BACKGROUND INFORMATION
The Dover-Kohl team will review background information provided by the City, and become familiar with the details of previous plans, studies, and regulating documents. This will include: the comprehensive plan, other area plans in the City, current zoning codes, development regulations, and demographic data. These plans and studies will be assessed for their current applicability to the West Ashley Master Plan, and their impact on future outcomes in the area.

The Dover-Kohl team will utilize ArcView GIS or a similar-base data program, and existing conditions documentation provided by the City, to produce base maps. These maps will be used by the team and members of the public throughout the Charrette (Phase 2). Depending on available data, the mapped information may include existing land uses, transportation networks, open space networks, zoning, property boundaries, ownership patterns, topography, natural resources, utility infrastructure, and environmental conditions.

TASK 1.4: SITE VISIT

A Principal and Town Planner from Dover Kohl will travel to Charleston for an initial 1.5 day site visit. Representatives from Alta Planning + Design ("Alta"), Horsley Witten Group ("HWG"), Strategic Economics, and Bihl Engineering will also participate in select events/activities during the site visit. The following tasks are anticipated to be completed:

Stakeholder Interviews

During the site visit, the Dover-Kohl team will conduct focus-group interviews with key stakeholders to gather input on opportunities and constraints for the West Ashley district. By interviewing neighborhood and community leaders, advocacy groups, property and business owners, local developers, transportation officials, City staff and elected officials, government agencies, and other community representatives, the team will acquire local knowledge about the development climate and any potential obstacles to project objectives. The team will also learn about community and business concerns which will help assess the financial, organizational, and community resources available. The interviews will be conducted one-on-one or in small focus groups.

Site Analysis

Team members will tour West Ashley with City staff to conduct preliminary analysis of existing urban design, transportation, infrastructure, and market conditions.

Meetings with City Staff

During this trip, the team will work closely with the City to confirm and update the goals and objectives of the master plan, and coordinate charrette preparations.

TASK 1.5: PRELIMINARY ANALYSIS

The Dover-Kohl team will conduct preliminary analysis of existing conditions, setting the stage for exploration of the vision for the future of the West Ashley district during the charrette. This analysis will target specific issues and future goals identified by stakeholders and previous planning initiatives.

The Dover-Kohl Team's Phase 1 Analysis is anticipated to include:

Existing Conditions Analysis

Utilizing base data of existing conditions provided by the City as well as an on-site review conducted during the site visit (Task 1.4), Dover-Kohl will provide an analysis of existing conditions to include existing urban design (lot and block patterns, and building typologies), identification of underutilized/opportunity sites, open spaces and recreation opportunities, and public facilities. GIS-based analysis maps will be produced to highlight specific topics. The existing conditions inventory will include an analysis of existing transportation systems, housing and market conditions, and green infrastructure, as described below.

Preliminary Transportation Analysis
Alta Planning + Design, in collaboration with Bihl Engineering, will summarize key components and challenges of the existing transportation network, as well as potential opportunities for new connections or enhancements in the pedestrian, bicyclist, motorists, and transit-user experiences and systems. The focus will be on minimizing barriers that currently hinder true choices in the way the community moves: understanding what those barriers and gaps in mode service currently are, so that during the design effort the team can focus on solutions that close gaps and create opportunities for the community to have choices among travel by personal motor vehicle, transit, bicycling, and walking.

Green Infrastructure Analysis
Horsley Witten Group, in collaboration with the Consultant team, will analyze existing stormwater and environmental systems in order to identify potential solutions for the district. Many green infrastructure systems and other sustainability strategies can also enhance the streetscape, safety, and livability of West Ashley. This analysis will include an assessment of existing watersheds, development patterns, stormwater infrastructure, and tree canopy coverage.

Review of Market Conditions and Development Trends
Building on previous studies, Strategic Economics will prepare a market assessment that considers the potential for residential, office and retail development, with a focus on the potential for infill development on key opportunity sites. The analysis will include an overview of demographic and economic trends influencing investment in the study area, and will incorporate feedback from interviews with local real estate experts and other stakeholders. The market assessment analysis will help frame trends influencing future real estate and economic development in the West Ashley district, and identify opportunities and challenges for stimulating economic development and encouraging infill on former commercial sites.

PHASE 1 DELIVERABLES:

- Publicity materials: posters, flyers, save-the-date
- Project Website
- Participation in meetings during 1.5 day Site Visit
- Base Maps of Existing Conditions
- Analysis of Existing Conditions (technical memorandum summarizing existing conditions, transportation analysis, green infrastructure analysis, and review of market conditions and development trends)

PHASE 2 – CHARRETTE (MONTH 3)
Phase 2 is centered on Charrette Workshops held on-site in West Ashley. Successive public meetings/hands-on public design sessions, interviews, and technical meetings will be held to engage the community. This intense, multi-faceted approach to public involvement will allow stakeholders to cooperatively develop a vision that serves as the foundation for future strategic decisions. Hands-on Design Sessions held in locations across West Ashley will provide participants with the opportunity to interact with differing perspectives, allowing issues to be quickly identified and resolved while creating a strong foundation for establishing community consensus.

During the Charrette Workshops, the Dover-Kohl team will use the public input received to shape the Plan's Goals, Objectives and Policies, and to create an Illustrative Master Plan and Visualizations of key concepts and ideas. By actively engaging the public and community stakeholders/experts, the team can obtain immediate feedback on plan proposals, building community support and plan feasibility.

TASK 2.1: CHARRETTE LOGISTICS

Dover-Kohl will work with the City to determine the exact dates and format for the Charrette Workshops. The format of the Charrette will be tailored to obtain the best possible community input. Emphasis will be placed on defining the community vision, and identifying the best methods to implement that vision. The format will incorporate the findings of previous plans and studies, the team's preliminary analysis, and pre-charrette stakeholder interviews. The Charrette will facilitate a healthy dialogue between the public and private sectors, which will help create an implementable Plan.

TASK 2.2: CHARRETTE WORKSHOPS

The following two stages of activities are anticipated to be conducted:

Step 1: Kick-off / Hands-on Design Sessions (2 to 3 days)

Over the course of two to three days, representatives from the Dover-Kohl team (including a DKP Principal and Project Director) will lead Hands-on Design Sessions in different areas of West Ashley (up to 4 events anticipated), focusing on issues pertinent to the Plan including land use patterns, urban design and the retrofit of suburbia, transportation, housing, economic development, health/quality of life, sustainability and infrastructure. A "food-for-thought" presentation will introduce key issues to be explored, including retrofitting suburbia, multimodal transportation systems and sustainable design; case studies can explore best practices for economic development and improved quality of life through neighborhood design. A "ground rules" briefing will further explain the challenge for participants, orient participants to base maps, and set goals. Participants will then gather around tables to draw their important ideas. Facilitators from the Dover-Kohl team and City of Charleston will assist participants in the design exercises.

Participants will identify the important issues associated with future development and preservation and discuss them in small groups. Participants will then continue to work and draw on base maps to illustrate how they might like to see West Ashley evolve in the future by describing their vision for growth, infill and retrofit. At the end of the workshop, a spokesperson from each table will report the findings and major points to the entire assembly. The goal of the Hands-on Design Sessions is to begin to forge a community consensus and develop a short and long-range vision for the future of West Ashley.

Step 2: Open Design Studio, Open House, Work-in-Progress Presentation (5 days)

Following Step 1, the Dover-Kohl team will set up an on-site, Open Design Studio in a visible, accessible, and central location for 5 days. The On-site studio will include (5) planners/illustrators from Dover-Kohl, including a Principal and Project Director, as well as representatives from Alta (3), HWG (2), Bihl (1), Strategic Economics (1) and CityFi (1). While working in the Design Studio, the team will analyze the information gathered at the Hands-on Design Sessions and stakeholder interviews in order to formulate the initial concepts for the Master Plan. Members of City staff, elected officials, local stakeholders and

the community will be invited to stop in throughout the week as new issues come to mind and to check on the project's status. The following activities will occur at the Design Studio:

Define Draft Goals, Objectives, and Policies
During the Charrette, the Dover-Kohl team will work with the City and the community to define key Goal and Objectives for the Master Plan, as well as to explore the viability of potential policies and implementation actions. The goals, objectives and policies will be used to evaluate development proposals studied for key sites, and guide growth and change throughout the district. Initial ideas will be presented to stakeholders, the community, and technical advisors throughout the week to receive immediate feedback on the direction of the West Ashley Plan.

Draft Urban Design Concepts: Illustrative Plan and Visualizations
Visualizing change is a key component of Dover-Kohl's planning approach. Illustrations can communicate ideas better than words, and are valuable tools to test or confirm plan concepts and gather meaningful input. When the planning process is complete, the imagery often lives on, documenting the vision and guiding new growth. The illustrative plan will schematically explore proposed land uses and density; access and circulation; development patterns, including reuse of abandoned area and distribution of infrastructure; and green infrastructure concepts. Project renderings will explore proposed neighborhood and street design interventions on key sites, to demonstrate feasibility of implementation and test Plan policies.

Draft Transportation Concepts
Alta Planning + Design will work in collaboration with Bihl Engineering and CitiFi to present, refine, and shape transportation-related concepts and issues throughout the Charrette. Alta's focus will be on developing/refining overall transportation goals, objectives and policies; identifying major district multimodal facility/service investments by mode (streets/roadways, transit, and walk/bike); and creating a specialized plan for the district that identifies key street improvements to benefit multimodal mobility. The focus will be on solutions that move people, and not just cars, by closing gaps among and between modes and minimizing or eliminating barriers to travel modes other than personal motor vehicle. The transportation team will work hand in hand with the urban design team to develop multi-modal solutions that connect rather than divide the community, and provide the community with viable choices of how they move about. By engaging stakeholders and jurisdictional agencies (such as SCDOT and CARTA) during the charrette, the team can quickly gain consensus on potential solutions that make West Ashley better connected. CityFi will also assess technologies, business models and shared mobility options to enhance the master plan and help meet the cities goals in tighter timeframes.

Draft Green Infrastructure Concepts
Horsley Witten Group (HWG) team members will work collaboratively with the urban design team to provide recommendations for open space, stormwater infrastructure and tree preservation/coverage approaches in conjunction with urban design and transportation recommendations, and contribute to development of the draft illustrative plan. HWG will provide concept-level evaluation of stormwater management strategies, and will prepare sketches and illustrations to communicate concepts to stakeholders and to be incorporated into the illustrative plan and Work-in-Progress Presentation.

Economic Analysis of Design Concepts
During the Charrette, Strategic Economics will work interactively with the Consultant team to apply the lessons learned from the Phase 1 review of market conditions. As new plan ideas are investigated, the market viability of these concepts will be evaluated. Strategic Economics will meet with developers active in the City to understand opportunities and barriers to investment on key opportunity sites, and ways to encourage private investment. Meetings with City officials and area stakeholders will begin to identify funding tools, policies and strategies for implementation.

Implementing Change
Throughout this phase, CityFi will collaborate with the Dover-Kohl team and provide recommendations and strategies for implementing best practice innovations - including internal process improvements and metrics for evaluating project success; advanced technologies; and finance models. In addition, CityFi will identify potential public-private partnerships and sustainable approaches to support the execution of the plan.

Technical Meetings
While working in the Open Design Studio, the Dover-Kohl team will schedule various technical meetings with government agencies, City officials and staff, key property owners, developers, neighborhood associations, community groups, and other key stakeholders. These meetings will assist in the team's continued understanding of the physical, market, and organizational forces that are shaping West Ashley, and provide the team with direct feedback on developing Plan concepts.

Open House
On an agreed-upon day of the Open Design Studio, the Dover-Kohl team will pin-up draft ideas for an informal Open House in the Design Studio, thus allowing the community an opportunity to gather and provide input; the Open House offers an important feedback loop while the planning concepts are evolving.

Work-in-Progress Presentation
At the end of the Charrette the team will present the accumulated work at a "Work-in-Progress" Presentation. Sketches and visualizations will be presented illustrating the district's hypothetical evolution, depicting areas of growth and retrofit, and presenting initial concepts for implementation. These initial plans and illustrations will demonstrate the vision for the future. The Vision and the Goals and Policies will be introduced and discussed; various methods of community participation (including keypad polling, exit surveys, and small group conversations) will be used to gather feedback on the ideas presented, which will help refine Plan ideas during Phase 3.

PHASE 2 DELIVERABLES:

- Produce Detailed Charrette Schedule
- Lead Kick-off and Hands-on Design Sessions (up to 4 workshops)
- On-Site Design Studio (5 days) during which the following will be produced:
    - Draft Goals, Objectives & Policies
    - Draft Illustrative Plan & Visualizations
    - Draft Transportation Concepts
    - Draft Green Infrastructure Concepts
    - Economic Analysis of Design Concepts

    - Draft Implementation Concepts
- Powerpoint Presentations:
    - Kick-off Presentation
    - Work-in-Progress Presentation

PHASE 3: MASTER PLAN (MONTHS 3 - 5)
The compact, high-energy format of the Charrette is designed to make major advances towards the creation of the Master Plan. A draft vision for future growth, suburban retrofit, and preservation in the West Ashley district, designed in public, will emerge during the Charrette. After the Charrette, the Dover-Kohl team will refine the charrette work products and assemble the Master Plan document. Regular communications via conference calls and web-ex meetings will ensure that the Master Plan document meets the expectations and the City of Charleston's needs.

TASK 3.1: REFINE PLAN GRAPHICS
The Dover-Kohl team will refine the Charrette graphics and visualizations based on feedback received from the community and stakeholders. The final graphics are anticipated to include visualizations, an Illustrative Master Plan depicting areas where growth and change are anticipated, as well as diagrams and illustrations to convey key concepts. The Plan and illustrations will address the desired future vision and community design, as well as sustainable development and planning practices. The illustrations will demonstrate a manner in which the vision and goals can be applied, and provide a framework for future decision making. The Final Plan illustrations are anticipated to include:

- **Illustrative Plan (1)**, drawn to depict the vision for future growth and development.
- **Perspective Renderings (6)**, rendered in color showing key sites or significant design concepts.
- **Diagrams** communicating key ideas for urban design, transportation and green infrastructure improvements in the West Ashley Neighborhood.

TASK 3.2: DRAFT MASTER PLAN DOCUMENT
The Dover-Kohl team will prepare a draft Master Plan document that integrates the vision, goals, objectives, and policies identified through the charrette process, to guide West Ashley's growth, retrofit, and conservation. The Plan document will be concise and highly visual, featuring the final illustrations and renderings, engaging graphic design and infographics to present the community vision for urban design, housing, multi-modal transportation, infrastructure, and economic development.

The exact format for the Master Plan will be determined in consultation with the City; however, we have created a provisional outline, based on the information provided by the City of Charleston. The Plan will be organized around key topics/elements to comprehensively approach the strategy for future evolution of the built environment; topics are anticipated to include:

- **Community Design and Land Use** (addressing sustainable land use patterns, urban design and placemaking, retrofit of underutilized lands, community health/quality of life, and historic/cultural resources);
- **Housing** (promoting desirable and resilient neighborhoods that include variety, affordability, and accessibility);

- **Transportation** (addressing all modes of transportation – walking, biking, driving and transit -- with an emphasis on livability and mobility, as well as overall connectivity and the impact of technology on future systems);
- **Green Infrastructure** (addressing public facilities such as the open space framework, sustainability, stormwater design and environmental resources); and
- **Economic Development** (identifying Plan policies and implementation strategies that can encourage desired development and promote community prosperity).

Each topic above will contain four primary sections:

- **Existing Conditions**: A summary existing physical conditions as well as the existing regulatory framework and market conditions that is shaping the current development form of West Ashley.
- **Community Concerns**: A summary of primary themes and points of consensus gathered through Phase 1 interviews, online tools, and the Charrette process.
- **Community Vision**: The vision for West Ashley will include strategies for addressing identified community concerns, featuring the physical planning begun on the Charrette (illustrative plans, change-over time illustrations, and diagrams / images conveying key principles). In addition, the vision will contain Goals, Objectives, and Policies to guide the implementation of the vision for each plan element.
- **Implementation Strategy**: The Plan will describe key actions for the City, as well as other public and private entities, in carrying out the plan vision. Actions will be prioritized; recommendations will identify actions to be undertaken in the near (0-2 year), mid (2-5 year), and long-term (over 5 years). Preliminary cost estimates for proposed improvements and potential funding sources (public and private) and strategies will be identified. Economic incentives and opportunities for public/private partnerships will be explored. Essential revisions to the land development regulations necessary to realize the vision will also be identified. Optionally, the strategy can also include a road map for deploying smart city technologies.

TASK 3.3: REVIEW MEETINGS WITH CITY STAFF

Key members of the Dover-Kohl team will participate, by web-ex, in monthly or bi-monthly review meetings with City Staff to review work-in-progress on the draft plans, illustrations, and report recommendations, and gather feedback. Up to five (5) meetings via webex are anticipated during Phase 3 in the project schedule.

PHASE 3 DELIVERABLES:

- Refine Plan Graphics
  - **Illustrative Plan (1)**
  - **Perspective Renderings (6)**
  - **Diagrams** communicating key ideas for urban design, transportation and green infrastructure improvements in the West Ashley Neighborhood.
- Draft Master Plan Summary Report
- Review Meetings with City via web-ex (up to 5)

PHASE 4: REVIEW & PRESENTATION (MONTHS 6+)

In Phase 4 of the project, the team will work with City staff to finalize, review, revise, and present the work products for the West Ashley Master Plan.

TASK 4.1: SUBMIT THE "PUBLIC DRAFT" FOR REVIEW
Dover, Kohl & Partners will assemble and submit a "Public Draft" West Ashley Master Plan document to the City for community review. The public draft will incorporate all plan graphics and summary text / recommendations as described in Tasks 3.1 – 3.2.

TASK 4.2: REVISE AND PRODUCE "FINAL DRAFT"
The Dover-Kohl team will work with the City over an agreed-upon period of time, with up to two rounds of revision to refine and revise the Master Plan document. A "Final Draft" of the Master Plan will then be submitted.

TASK 4.3: FINAL MEETINGS & PRESENTATIONS
Dover-Kohl will return to West Ashley for meetings with City Staff, and to present the Plan documents to the community as well as approval boards. The project budget includes up to two, 1-day long trips (for meetings and presentations) by representatives from Dover-Kohl during Phase 4

PHASE 4 DELIVERABLES:
- Master Plan Summary Report ("Public Draft")
- Two rounds of revision, "Final Draft" Summary Report
- Final Presentation(s) (as scheduled over two, 1-day trips)

PHASE 5: OPTIONAL/ADDITIONAL SERVICES
At the request of the City, the Dover-Kohl team can perform optional tasks, or provide additional services to assist with implementation of Plan ideas. Optional/Additional Services will be subject to additional hourly or fixed fees, as approved by the City. Services may include:

- A **MySidewalk Forum** can be incorporated into the project website. MySidewalk (formerly Mindmixer) is an online tool that functions as a virtual town hall, encouraging participants to share ideas and collaborate. Interested individuals can also keep up with the project as it progresses, allowing the team to gauge the response to emerging ideas. The online approach allows the team to reach a broader audience than just those who physically attend public meetings. Initial MySidewalk questions and site set-up/content can be coordinated with the City; the MySidewalk site can be launched in Phase 1, and promoted during Charrette events.
- **Financial Feasibility Analysis.** If desired, Strategic Economics can build a pro forma model to explore the financial feasibility of development on key opportunity sites in the Plan Area. Strategic Economics will work closely with the City and project team to develop up to three prototypical development scenarios to be tested in the analysis. Cost and revenue assumptions in the model will be vetted with local developers. In addition to helping to identify the most feasible product types for the plan area, the analysis can provide insight on how different development standards could factor into a project's financial performance. The pro forma will test sensitivity to variables such as building heights, FARs, parking ratios, and other planning/zoning factors to provide recommendations on strategies to encourage infill development.
- **Smart City Analysis.** CityFi can broadly assess the current technologies employed in the public way in West Ashley from public WiFi, embedded sensors, parking payment systems to traffic cameras to existing plans for future implementations to assess intersections with the master planning process.
- **Additional Services** (following completion of this scope of work) could include:

- Attending additional meetings for Plan review or approval beyond those covered in this scope of work.
- Reviewing development plans for consistency with the ideas developed for the Plan.
- Producing additional illustrations, or providing additional revisions to the report, illustrative plan or illustrations.
- Strategize funding, outreach, change management and pilot opportunities for transportation and open space implementation
- Producing a Form-Based Code to guide new development. Our team is experienced with drafting code elements, integrating the code within the existing regulatory structure, obtaining community feedback, and assisting with adoption and implementation.

EXHIBIT E

COST SUMMARY

1. PROFESSIONAL FEES & REIMBURSABLE EXPENSES

The City shall make payment to the Consultant Team of professional fees in the amount not to exceed **$498,800.00** for the completion of the work in Phases 1 - 4 of the Agreement, including reimbursable expenses not to exceed **$38,700.** The total for each Phase described in the Scope of Work (professional fees and reimbursable expenses) shall be as stated below. The payment of this sum shall be apportioned into payments (typically monthly) corresponding to invoices specifying the percentage of work completed and any expenses incurred. Fees for Optional or Additional Services (Phase 5) will be billed in accordance with Section 2 of this Exhibit.

PHASE 1: ANALYSIS		**$ 109,160**
PHASE 2: CHARRETTE		**$ 177,900**
PHASE 3: MASTER PLAN		**$ 136,600**
PHASE 4: REVIEW & PRESENTATION		**$ 36,440**
REIMBURSABLE EXPENSES		**$ 38,700**
TOTAL COST:		**$ 498,800**
TOTAL COST BY FIRM:	DOVER, KOHL & PARTNERS:	$209,800.
	ALTA PLANNING + DESIGN	$ 78,500.
	BIHL ENGINEERING	$ 26,000.
	HORSLEY WITTEN GROUP	$ 78,500.
	STRATEGIC ECONOMICS	$ 76,000.
	CITIFI	$ 30,000.

2. ADDITIONAL SERVICES

Services not specifically described in this Agreement shall be considered Additional Services. Upon written City approval, the Consultant Team will proceed with additional services tasks, which shall be performed for an agreed-upon hourly basis or fixed fee, in addition to the above-described professional fees.

3. CITY SUPPORT

The consultant team's completion of tasks within a timely basis and within budget is contingent on the City providing available information and its participation with respect to certain project activities:

A. To facilitate communications, the City should provide a single point of contact for logistical needs for the consultant team.

B. The City will assist with public outreach throughout the project. This includes working with the Consultant Team to identify key stakeholders, contacting stakeholders to coordinate attendance at site visit and charrette stakeholder meetings, and the printing and distribution of materials to promote Charrette events.

C. The City will provide relevant base data and information, including existing zoning regulations, comprehensive plans, and other relevant regulatory documents; GIS base data of existing conditions; and all known planned, approved, or proposed public or private improvements within the project study area. The consultant team will provide a list of requested information at the onset of the project.

D. The City will assist with scheduling and securing meeting spaces for project meetings and presentations.

E. In order to conduct a successful Charrette process:
   a. The City will identify table facilitators as needed for the Hands-on Design Workshops. The consultant team will provide a briefing/instruction for all facilitators. There should be one (1) facilitator per every ten (10) attendees to the workshop.
   b. The City will provide meeting spaces for Charrette events, including meeting rooms, presentation rooms, studio workspace and basic equipment. Consultant will provide a list of needed equipment for the studio space (tables, chairs, etc).
   c. The City will provide for video recording of all public meetings and workshops, if desired.
   d. The City should make every effort to ensure the attendance of a majority of elected officials and stakeholders at Planning Workshop presentations.

F. The City will be responsible for distribution of draft report materials for community/stakeholder review (the consultant will post materials on the project website).

G. The City will be responsible for providing a unified set of comments to draft deliverables within an agreed timeframe.