January 26, 2021
4:30 p.m.
Conference Call:
1-929-205-6099
Access Code: 300611887

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Seekings

2. Approval of Minutes:
   December 1, 2020
   January 12, 2021

3. Bids and Purchases

4. Mayor’s Office for Children Youth and Families: Approval to submit the renewal grant for VISTA, which will allow the City to provide up to 25 VISTA member slots to Charleston non-profits, and to receive 2 VISTA Leaders to serve in MOCYF. There is no match required for the City. Per the terms of the grant, the cost share funding amount is provided through site fees received from participating organizations.

5. Parks-Capital Projects/Stormwater Management: Approval of Low Battery Sewall Repairs-Phase I Aid-to-Construction Agreement and payment to Dominion Energy in the amount of $44,560.38 for providing 17 light fixtures located along Murray Boulevard. The Aid-to-Construction Agreement will be funded from the already existing $25,870,773.53 project budget. The funding sources for this project are: Hospitality Funds ($13,087,957.53), Municipal Accommodations Tax Funds ($12,382,816), and Charleston County Accommodations Tax Fees ($400,000).

6. Parks-Capital Projects/Stormwater Management: Approval of the Low Battery Seawall Repairs-Phase II Construction Contract with Gulf Stream Construction Company, Inc., in the amount of $11,976,855.02 for the restoration of the Low Battery Seawall from Ashley Blvd. to Council St. This amount includes $1,370,179.41 of reimbursable in-contract Charleston Water Systems work. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than $40,000.00, to the extent contingency funds exist in the Council Approved Budget. Approval of this will institute a $34,523,134.53 project budget, of which the $11,976,855.02 Construction Contract will be funded. The project budget during Phase I was $25,870,773.53. The growth in the total project budget for Phase II is $8,652,361.00 and is a direct result of additional municipal accommodations tax and hospitality funds allocated during the 2020 and 2021 fiscal years to the project. The funding sources for this project are: Hospitality Funds ($17,087,957.53), Municipal accommodations Tax Funds ($17,035,177.00), and Charleston County Accommodations Tax Fee ($400,000.00).

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.
7. Parks-Capital Projects/Stormwater Management: Approval of Low Battery Seawall Repairs-Phase II Fee Amendment #7 in the amount of $565,847.00 with Johnson, Mirrman and Thompson, Inc., for CEI services for Phase II of the Low Battery Seawall Repairs project from Ashley Blvd. to Council St. Approval of Fee Amendment #7 will increase the professional services contract by $565,847.00 (from $1,879,851.05 to $2,445,698.05). The funding sources for this project are: Hospitality Funds ($17,087,957.53), Municipal Accommodations Tax Funds ($17,035,177.00), and Charleston County Accommodations Tax Fees ($400,000.00).

8. Housing and Community Development: Mayor and City Council approval are requested to approve a Memorandum of Agreement in the amount of $200,000 between the City of Charleston and Days Inn, a Hilton Corporation to provide hotel rooms for individuals and families transitioning from homelessness. Persons provided the temporary shelter are clients of nonprofit organizations that have entered into a partnership agreement with the City of Charleston and conduct the necessary support for each individual or family. The City of Charleston provides the funding for the rooms through the Community Development Block Grant Cares Act Funding.

9. Stormwater Management: Approval of the Huger Street Drainage Improvements Phase I Construction Contract with Gulfstream Construction Company in the amount of $5,266,974.52 for the improvement of surface collection and conveyance system of stormwater at the Huger St./King St. intersection. Construction will also upsize select drainage pipes in the road in preparation for a future pump station. CWS has included their previously planned water line replacement to avoid additional road closure/interruption and reduce future repaving/roadwork. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than $40,000.00, to the extent project contingency funds exist in the Council Approved Budget. Approval of this Construction Contract will institute a project budget of $6,926,407.52 of which $5,266,974.52 will be obligated for the contract. The funding sources for this project are: Cooper River Bridge TIF ($1,157,141.00), SCRIA Grant ($499,292.00), CWS Contribution ($1,856,820.55) and the Drainage Fund ($3,413,153.97).

10. Legal Department: Request approval for the Mayor to execute the attached Memorandum of Agreement between the City of Charleston and the Charleston Area Convention and Visitors Bureau for the purpose of installing, maintaining, and removing decorative planters hanging from light posts along the King Street commercial corridor.

11. The Committee on Real Estate (Meeting was held on Monday, January 25, 2021 at 2:00 p.m., Conference Call: 1-929-205-6099; Access Code: 835 678 884)

   a. Approval to authorize the Mayor to execute, on behalf of the City, the Transfer Agreement conveying 36 Cooper Street to Charleston County Human Services Commission dba Palmetto Community Action Partners for $68,449 for the development of a minimum of four affordable rental housing units subject to the Affordable Rental Housing Restrictive Covenant Agreement. [Ordinance]

   b. Approval of Market Horlbeck Surface Parking Lot Lease Agreement. (To be sent under separate cover by the Real Estate and Legal Departments)

   c. Discussion and action regarding request for easement to Dominion Energy to relocate utility
switch gear boxes along 179 Nassau St. (Property owned by the City of Charleston: TMS# 4590503001). [Ordinance]

d. A Resolution authorizing the Mayor to take all necessary action and execute all necessary documents on behalf of the City of Charleston to accept from the South Carolina Department of Transportation that certain real property currently designated as Charleston County TMS No. 459-05-04-214 and shown as "Parcel H" on that certain plat recorded on January 25, 2012 in Plat Book I12 at page 0029 in the ROD Office for Charleston County, South Carolina.

e. Request authorization for the Mayor to execute a Resolution approving the submission of an application for greenbelt funds for the purchase of the property commonly known as the Griffith Lane tract on Johns Island bearing TMS No. 313-00-00-063. (Exhibit A to be sent under separate cover by the Real Estate and Parks Departments)

f. An ordinance authorizing the Mayor to execute on behalf of the City of Charleston ("City") a Real Property Exchange Agreement and other documents necessary to convey to America Street Ventures, LLC, or its assigns, the City’s property designated as a portion of TMS No. 459-05-04-209 and TMS No. 459-05-04-220, subject to affordable housing restrictions, in exchange for the conveyance to the City of property designated as TMS Nos. 459-05-04-001, 459-05-04-002, 459-05-04-048, 459-05-04-114, and 459-05-04-115, as shown on the attached map. (AS AMENDED) (See also City Council Agenda Item #L-4) (To be provided under separate cover by the Legal and Housing and Community Development Departments)

g. Consider the following annexations:

(i) 3486 Maybank Highway (9.62 acres) (TMS# 279-00-00-055), Johns Island, (District 5). The property is owned by St. Johns Center, LLC.

(ii) 2181 Wappoo Hall Road (0.37 acre) (TMS# 343-01-00-032), James Island, (District 11). The property is owned by Hurley Living Trust.

h. An ordinance authorizing the Mayor to execute on behalf of the City a Quit Claim Deed and elimination of possibility of reverter, such possibility of reverter contained in Deed recorded in Book J-543, at page 031 for the property located at the corner of Meeting and Wolfe Streets bearing TMS # 459-09-01-049 in the City and County of Charleston, State of South Carolina and to ratify and adopt any and all modifications or amendments to Ordinance # 2004-150.

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1589 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Jason Kronsberg/Clark DeCianitis  DEPT. Parks Department
SUBJECT: FERTILIZER
REQUEST: Approval to purchase fertilizer from Carolina Eastern-Ravenel, 4744 Highway 162, PO Box 475, Hollywood, SC 29470.
Solicitation #20-B039S

COMMITTEE OF COUNCIL: Ways & Means  DATE: January 26, 2021

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

Corporate Counsel  Yes  N/A  Signature of Individual Contacted  Attachment
Cap. Proj. Cmte. Chair
Parks Department  X
Procurement Director  X

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

If yes, provide the following: Dept./Div.: Parks/Grounds Maintenance
Account #: 522000-52024
Balance in Account $124,415.00
Amount needed for this item $83,662.49

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

NEED: Identify any critical time constraint(s).

CFO’s Signature: Matthew, Deputy
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.
The City is looking to purchase the following fertilizers. The bid will be awarded to the lowest responsive and responsible vendor.

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<th>Item #</th>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
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<td>1</td>
<td>1,176 bags</td>
<td>25-0-12 w/.19% Dimension (50 lb. ea.)</td>
<td>$18.58</td>
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<td>Required Delivery (1,176 bags)</td>
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<td>(588 bags) Mar. 1st – Mar. 5th</td>
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<td>2</td>
<td>588 bags</td>
<td>18-0-8 100% Uflexx (50 lb. ea.)</td>
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<td>100% Uflexx .5lb Barricade</td>
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<td>Feb. 1st – Feb. 6th</td>
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Sub Total $76,154.58
Delivery Fee(s)$7
9% Tax$698.14
Total$83,130.59

*Please include delivery and taxes on the appropriate lines on this form. All bags delivered must meet and follow all EPA rules and regulations.

** The City reserves the right to purchase all, part or none of the items or services as in the best interest of the City.
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**Comments:** Carolina Resources, LLC

City of Charleston

Bid Tabulation Sheet

Page 2 of 2
**COMMITTEE / COUNCIL AGENDA**

**TO:** John J. Tecklenburg, Mayor

**FROM:** Amanda Herring  
**DEPT.:** Planning Department

**SUBJECT:** COMMUNITY OUTREACH & ENGAGEMENT SERVICES FOR THE CITY COMPREHENSIVE PLAN

**REQUEST:** Approval to process a change order to increase the contract from $45,000.00 to $65,000.00 for additional work with Civic Communications, LLC for CSC-Asiko-Civic JV, 329 North Shemore Blvd., Mt. Pleasant, SC 29464. Solicitation #20-P004R

**COMMITTEE OF COUNCIL:** Ways & Means  
**DATE:** January 26, 2021

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

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<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
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**FUNDING:** Was funding previously approved?  
Yes [X]  No [ ]  N/A [ ]

If yes, provide the following:  
**Dept./Div.:** PP&S/Planning Div  
**Account #:** 430000-52204

Balance in Account $52,878  
Amount needed for this item $20,000.00

reserved from 2020 budget

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

**NEED:** Identify any critical time constraint(s).

**CFO's Signature:** [Signature]  
**FISCAL IMPACT:** To be included in a future 2021 Budget Amendment.

**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.
MEMORANDUM

To: City Council
From: Mandi Herring, Interim Director
Date: January 13, 2021
Re: Contract extension for comprehensive plan community engagement services

The Department of Planning, Preservation and Sustainability is requesting approval to increase the contract payment amount from $45,000 to $65,000 for community engagement services provided by Asiko Group, Community Solutions Consulting and Civic Communications for the 2020 comprehensive plan revision process. The reason for the request is due to the time and adaptation required to conduct the first round of engagement and outreach activities, which was much more extensive than the original scope due to the circumstances of the COVID-19 pandemic. The requested additional funding is necessary to conduct a second round of engagement during the spring of 2021 to present the draft plan to the public and gather feedback.

Please contact me directly with any questions.

Copy to:
Christopher Morgan, Planning Manager, Planning, Preservation, and Sustainability
Gary Cooper, Procurement Director, Budget, Finance and Revenue Collections
Ms. Amy Wharton, CFO  
City of Charleston  
116 Meeting Street  
Charleston, SC 29401

Re: BIDS AND PURCHASES

Dear Ms. Wharton:

The Committee on Ways and Means and City Council, at their respective meetings on May 12, 2020, approved the following item in Bids and Purchases:

**PARKS DEPARTMENT:** ACCOUNT: 58240 APPROPRIATION: $39,611.57
Approval to process a change order to increase the PO from $196,690.00 to $236,301.57 for additional repairs with IPW Construction, LLC, 7623 Dorchester Road, North Charleston, SC 29418. Solicitation # 19 – B042R

**POLICE DEPARTMENT:** ACCOUNT: 58015 APPROPRIATION: $192,107.39
Approval to purchase a Caliber T5 Robotic System from ICOR Technolgy, 935 Agnes Drive, Ottawa, Ontario, Canada K1G 613. Funding source is from the 2018 Port Security Grant Funds. GSA Contract # GS-07F-0430V.

**POLICE DEPARTMENT:** ACCOUNT: 52036 APPROPRIATION: $129,677.30
Approval to purchase Remington Ammunition from Craig’s Firearm Supply, Inc., 1531-B Broad River Road, Columbia, SC 29210. SC Contract # 440018434

**PUBLIC SERVICE:** ACCOUNT: NONE APPROPRIATION: $0.00
Approval to establish a contract for Storm Debris Removal Services with Phillips & Jordan, Inc., 10201 Parkside Drive, Ste # 300, Knoxville, TN, 37922. Solicitation # 19 – P019R

**PUBLIC SERVICE:** ACCOUNT: NONE APPROPRIATION: $0.00
Approval to establish a contract for Storm Debris Removal Services with CrowderGulf, LLC, 5435 Business Parkway Theodore, AL 36582. Solicitation # 19 – P019R.

**PUBLIC SERVICE:** ACCOUNT: NONE APPROPRIATION: $0.00
Approval to establish a contract for Storm Debris Removal Services with AshBritt, Inc., 565 E. Hillsborough Boulevard Deerfield Beach, FL 33441. Solicitation # 19 – P019R

**PLANNING DEPARTMENT:** ACCOUNT: 52204 APPROPRIATION: $140,000.00
Approval to establish a contract for the Water Impact and Land Use Analysis for the City Comprehensive Plan from Waggonner & Ball, LLC, 220 Prytania Street, New Orleans, LA 70130. # 20 – P007R.

**PLANNING DEPARTMENT:** ACCOUNT: 52204 APPROPRIATION: $60,000.00
Approval to establish a contract for the Graphic Communications and Design Services for the City Comprehensive Plan with Mary Mac Wilson, 142 Spring Street, Charleston, SC 29403. Solicitation # 20 – P 005R.
Approval to establish a contract for the Housing Analysis for the City Comprehensive Plan from Community Data Platforms, 9117 Burdette Road, Bethesda, MD 20817. Solicitation # 20 – P 006R.

Approval to establish a contract for the Community Outreach and Engagement Services for City Comprehensive Plan with Civic Communications, LLC for CSC – Asiko – Civic JV, 329 North Shelmore Boulevard, Mt. Pleasant, SC 29464. Solicitation # 20 – P004R.

Sincerely,

Vanessa Turner Maybank
Clerk of Council

Enclosures: As Stated

c Gary Cooper  Director of Procurement
Matt Frohlich, Deputy Chief Financial Officer
Chief Luther Reynolds, Police Department
Jacob Lindsey, Department Director Planning, Preservation and Sustainability
Tom O’Brien, Director of Public Service
Jason Kronsberg  Director of Parks
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree
DEPT. Information Technology
SUBJECT: RENEWAL OF ADOBE SOFTWARE ENTERPRISE CLOUD LICENSING AGREEMENT.
REQUEST: APPROVAL TO RENEW ADOBE SOFTWARE ENTERPRISE CLOUD LICENSING AGREEMENT FOR CITY COMPUTERS. NATIONAL IPA TECHNOLOGY SOLUTIONS
CONTRACT #: 2018011-01

COMMITTEE OF COUNCIL: Ways & Means DATE: January 26, 2021

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

Information Technology [X] N/A [ ]
Procurement [X] [ ]

Signature of Individual/Contacted: [Signature]
Attachment: [X]

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

If yes, provide the following:
Dept./Div.: __ IT __
Account #: 161000-52206
Balance in Account: $2,416,807.07 Amount needed for this item: $60,022.48

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

NOTES: This agreement is required to renew licensing and support for all Adobe software products used by City staff for document and report development, web content development and presentation material. Includes Acrobat Pro, Creative Cloud, InDesign, PhotoShop, and Illustrator. Total of 195 different licenses.

CFO's Signature: ____________________________
FISCAL IMPACT:

______________________________
Mayor’s Signature: John J. Tecklenburg, Mayor

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

Thank you for considering CDW•G for your computing needs. The details of your quote are below. To convert your quote to an order.

<table>
<thead>
<tr>
<th>QUOTE #</th>
<th>QUOTE DATE</th>
<th>QUOTE REFERENCE</th>
<th>CUSTOMER #</th>
<th>GRAND TOTAL</th>
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<tbody>
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<td>LUNIX096</td>
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<td>ADOBE RENEWAL</td>
<td>1956925</td>
<td>$60,022.48</td>
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</table>

**IMPORTANT - PLEASE READ**

Special Instructions: VIP# 12D092E76FA0578C3FSA
Type Team
Anniversary Date February 5, 2021
Market Segment Government
Managed by Missy Martinez
Membership Status VIP Select - Level 14

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>QTY</th>
<th>CDW#</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
</tr>
</thead>
<tbody>
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<td>135</td>
<td>4025896</td>
<td>$147.82</td>
<td>$19,955.70</td>
</tr>
</tbody>
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| Mfg. Part#: 65234076BC14A12
UNSPSC: 43232112
Electronic distribution - NO MEDIA
Contract: National IPA Technology Solutions (2018011-01) |
| Adobe InDesign CC for Teams - Team Licensing Subscription Renewal - 1 year | 10 | 5050398 | $366.57 | $3,665.70 |
| Mfg. Part#: 65291024BC14A12
UNSPSC: 43232112
Electronic distribution - NO MEDIA
Contract: National IPA Technology Solutions (2018011-01) |
| Adobe Illustrator CC for Teams - Team Licensing Subscription Renewal - 1 year | 5 | 5051145 | $366.57 | $1,832.85 |
| Mfg. Part#: 65291031BC14A12
UNSPSC: 43232102
Electronic distribution - NO MEDIA
Contract: National IPA Technology Solutions (2018011-01) |
| Adobe Photoshop CC for Teams - Team Licensing Subscription Renewal - 1 year | 17 | 5051526 | $366.57 | $6,231.69 |
| Mfg. Part#: 65291043BC14A12
UNSPSC: 43232102
Electronic distribution - NO MEDIA
Contract: National IPA Technology Solutions (2018011-01) |
| Adobe Creative Cloud for Teams - All Apps - Team Licensing Subscription - 1 year | 28 | 5053048 | $335.02 | $23,380.56 |
| Mfg. Part#: 65291078BC14A12
UNSPSC: 43232102
Electronic distribution - NO MEDIA
Contract: National IPA Technology Solutions (2018011-01) |
PURCHASER BILLING INFO

Billing Address:
CITY OF CHARLESTON
ACCOUNTS PAYABLES
PO BOX 853
CHARLESTON, SC 29402-0853
Phone: (843) 724-3716
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
CITY OF CHARLESTON
WES RATTERREE
2 GEORGE STREET
SUITE 2800
CHARLESTON, SC 29403
Shipping Method: ELECTRONIC DISTRIBUTION

SUBTOTAL $55,066.50

SALES TAX $4,955.98

GRAND TOTAL $60,022.48

Please remit payments to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

LEASE OPTIONS

<table>
<thead>
<tr>
<th>FMV TOTAL</th>
<th>FMV LEASE OPTION</th>
<th>BO TOTAL</th>
<th>BO LEASE OPTION</th>
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<td>$55,066.50</td>
<td>$1,476.33/Month</td>
<td>$55,066.50</td>
<td>$1,705.41/Month</td>
</tr>
</tbody>
</table>

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collect on of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW’s Terms and Conditions of Sales and Service Projects at https://www.cdw.com/terms-and-conditions.html

For more information, contact a CDW account manager:

© 2021 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.806.4239
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: CLOUD STORAGE SERVICE FOR POLICE VIDEO CAMERA DATA
REQUEST: APPROVAL OF MICROSOFT CLOUD STORAGE SERVICE WITH WH PLATS, THE SOLE SOURCE VENDOR, TO PROVIDE APPROPRIATE VIDEO STORAGE AND ARCHIVING FOR THE POLICE DEPARTMENT'S BODY-WORN AND VEHICLE VIDEO SYSTEMS.

COMMITTEE OF COUNCIL: Ways & Means DATE: January 26, 2021

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

<table>
<thead>
<tr>
<th>Department</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Corresponding</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Information Technology</td>
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<tr>
<td>Procurement</td>
<td>X</td>
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<td></td>
<td></td>
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</tbody>
</table>

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

If yes, provide the following:
Dept./Div.: IT
Account #: 235000-52206
Balance in Account $940,584.17 Amount needed for this item $562,500.00

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

NOTES:

CFO's Signature: Matt L., Deputy CFO for Amy Whiting, CFO

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

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

DEPARTMENT: Information Technology

PRODUCT: Annual Cloud Storage Maintenance and Support

REQUISITION NUMBER: PR216421

VENDOR: Techventures LLC dba WH Platts

DATE: April 16, 2020

1. Please state the use for this/these product(s).
   Annual Cloud Hosting Fee for storage and archiving of Police body-cam and in-car video.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.
   No. Techventures is the parent company for WH Platts/IRSA and is the vendor previously selected by the City for purchasing, implementing and supporting Police video systems.

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.
   Techventures is the company previously selected by the City for purchasing, implementing and supporting Police body-cam and in-car video systems. All related video data is processed through the City's network infrastructure and into the IRSA cloud storage resource contracted through Microsoft and is the only option for storage using their systems.

4. Have you evaluated comparable products within the last two years?
   ___ YES or NO  X

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

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

   The Police Department has engaged in a long-term partnership with WH Platts/Techventures for related video and audio recording technologies to facilitate their critical operations.

SIGNATURE ___________________________ TITLE CIO ___________________________
<table>
<thead>
<tr>
<th>QTY</th>
<th>Product</th>
<th>Description</th>
<th>Vendor</th>
<th>Unit Price</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>7500</td>
<td>OUA04X</td>
<td>Annual Cloud Hosting with extra storage - 626 units X 12 months</td>
<td>Getac</td>
<td>$75.00</td>
<td>$562,500.00</td>
</tr>
</tbody>
</table>

**FOB: FACTORY**

Freight: Actual Freight/Shipping charges may vary from estimate provided.

Terms: Net 30

Tax: State Sales tax may apply to this purchase.

Billing: Product will be shipped and invoiced as received from our manufacturers.

Pricing: Prices are firm for 30 days from this date and are subject to revision if quantities or products change.

Thank you for this opportunity to be of service.

Bob Simons

**Bob Simons**

*The W. H. PLATTS Company*

August 7, 2020

<table>
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<tr>
<th>Sub Total</th>
<th>$562,500.00</th>
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<td>Sales Tax</td>
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<tr>
<td>Freight / Shpg</td>
<td>$-</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$562,500.00</strong></td>
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</tbody>
</table>

**APPROVAL TO PURCHASE**

*Purchase Order Not Required*

Signature ✧

Date:

<table>
<thead>
<tr>
<th>APPROVAL TO PURCHASE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Purchase Order Will Be Sent</em></td>
<td></td>
</tr>
</tbody>
</table>

Signature ✧

Date:
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Mindy Sturm DEPT. Executive- MOCYF
SUBJECT: AMERICORPS VISTA RENEWAL GRANT SUBMISSION
REQUEST: Approval to submit the renewal grant for VISTA, which will allow us to provide up to 25 VISTA member slots to Charleston non-profits, and to receive 2 VISTA Leaders to serve in MOCYF

COMMITTEE OF COUNCIL: W&M DATE:

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

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
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<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive Director</td>
<td></td>
<td></td>
<td>Mindy Sturm</td>
<td>X</td>
</tr>
<tr>
<td>Grants Manager</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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

If yes, provide the following:

defpt./Div.:

Account #:

Balance in Account

Amount needed for this item

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

NEED: Identify any critical time constraint(s).

CFO's Signature:

FISCAL IMPACT:
There is no match required for the City- per the terms of the grant, we provide the cost share funding amount through Site Fees received from participating organizations.

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.
MEMORANDUM

To: Mayor Tecklenburg, Charleston City Councilmembers
From: Mindy Sturm, Director, MOCYF
Date: January 26, 2021
Subject: AmeriCorps VISTA Grant Renewal Submission 2021

The City of Charleston has served as the project sponsor for the AmeriCorps VISTA Grant since 2011, and, with Council approval, will submit the 2021 Renewal Grant Application on February 10 to the Corporation for National and Community Service. As the Project Sponsor, we are able to allocate up to 25 VISTA members to local non-profits and organizations serving low-income communities.

Members serve a one-year term of service and are charged with building capacity of the organization to more effectively serve low-income clients and move out of poverty. Members work to strengthen programs and create systems within and among organizations to accomplish this. Examples of projects include creating volunteer management systems, evaluation systems, data management systems, and strengthening fundraising efforts.

The Mayor’s Office for Children, Youth and Families manages the grant, and each year we select sites through an application process. Applications for the 2021 Member Host Sites were due January 22, and we are currently reviewing applications for selection.

For the current member year, the following organizations have hosted members:

- Be a Mentor
- Big Brothers/Big Sisters
- Bridges for End of Life
- Camp Happy Days
- Carolina Youth Development Center
- Charleston Hope
- Charleston Dorchester Mental Health Center
- Charleston Promise Neighborhood
- Children’s Museum of the Lowcountry
- City of Charleston MOCYF- Bank On Initiative
- Communities in Schools
- Florence Crittenton
- Green Heart Project
- Kids on Point
- Lowcountry Foodbank
- Metanoia
- Navigation Center
- Palmetto Goodwill- Palmetto Warrior Connection
- Palmetto Project
- Reading Partners SC
- The Citadel
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Frank Newham / Andrew Jones DEPT. Parks-Capital Projects
SUBJECT: LOW BATTERY SEAWALL REPAIRS-PHASE I AID-TO-CONSTRUCTION AGREEMENT
REQUEST: Approval of an Aid-to-Construction Agreement and payment to Dominion Energy in the amount of $44,560.38 for providing 17 light fixtures located along Murray Boulevard.

COMMITTEE OF COUNCIL: Ways & Means DATE: January 26, 2021

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

<table>
<thead>
<tr>
<th>Coordination</th>
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<th>Signature of Individual Contacted</th>
<th>Attachment</th>
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<td>CPR Committee Chair</td>
<td>☐</td>
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<tr>
<td>Corporate Counsel</td>
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<tr>
<td>Stormwater Mgt Director</td>
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<td>☐</td>
</tr>
<tr>
<td>MBE Manager</td>
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</table>

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

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051160-58240

Balance in Account $44,560.38 Amount needed for this item $44,560.38

Project Number CP1526

NEED: Identify any critical time constraint(s).

CFO’s Signature: _________________________________ Amy Whitt, CFO

FISCAL IMPACT: The Aid-to-Construction Agreement will be funded from the already existing $25,870,773.53 project budget. The funding sources for this project are: Hospitality Funds ($13,087,957.53), Municipal Accommodations Tax Funds ($12,382,816.00), and Charleston County Accommodations Tax Fees ($400,000.00).

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 10:00 A.M THE DAY OF THE CLERK’S AGENDA MEETING.
December 15, 2020

City of Charleston  
2 George Street  
Charleston, South Carolina 29401

Attn: J. Frank Newham

Subject: Lighting Agreement for City of Charleston - The Battery Phase 1

Dear Mr. Newham:

Enclosed, in triplicate, is an Agreement Covering Area Lighting between Dominion Energy South Carolina Inc. and The City of Charleston.

All three originals need to be signed and dated by an officer of the City of Charleston.

Please return all copies to this office. After they have been fully executed, we will return an original for your files.

We appreciate your business and if there is any way we can be of assistance, please do not hesitate to give me a call. My telephone number is (843) 576-8310.

Sincerely,

Mary Altman  
Dominion Energy South Carolina, Inc.  
Charleston Lighting Coordinator  
Post Office Box 760  
Mail Code CH34  
Charleston, SC 29402

Enclosures
AGREEMENT COVERING MUNICIPAL LIGHTING

CITY OF CHARLESTON
MURRAY BOULEVARD
THE BATTERY PHASE 1
STREET LIGHTING
CHARLESTON, SOUTH CAROLINA 29401

This Agreement ("Agreement") is entered into and effective this 14th day of December, 2020, by and between The City of Charleston ("Customer") and Dominion Energy South Carolina, Inc. ("Company").

In consideration of the mutual covenants and agreements herein contained, the same to be well and truly kept and performed, the sums of money to be paid, and the services to be rendered, the parties hereto covenant and agree with each other as follow, namely:

ARTICLE I

LIGHTING SERVICE: Company shall provide lighting service from dusk (one half (1/2) hour after sunset) to dawn (one half (1/2) hour before sunrise) each night during the Agreement period for a total of approximately four thousand (4000) hours of lighting per year. Customer agrees that lighting provided is ornamental in nature and is not designed for security or public safety. Company does not guarantee lighting level for security or public safety purposes. Customer agrees that lighting is not designed in accordance with the Illuminating Engineering Society (IES) recommended maintained luminance and illumination values for roadways and area lighting.

ARTICLE II

RATE: Customer shall be billed in accordance with Company’s “Municipal Street Lighting,” Rate 17, at the time of billing. A copy of the current version of Rate 17 is attached hereto and incorporated herein by reference. This rate is subject to change upon periodic review by the Public Service Commission of South Carolina (Commission), in the manner prescribed by law. Additionally, this Agreement and all services rendered hereunder are subject to Company’s “General Terms and Conditions” as approved by the Commission as they may now exist or may be amended in the future. The “General Terms and Conditions” as they currently exist are attached to this Agreement.

<table>
<thead>
<tr>
<th>Rate</th>
<th>Item</th>
<th>Cost</th>
<th>Qty</th>
<th>Total</th>
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</thead>
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<td>100 Watt Metal Halide Cobra Fixture</td>
<td>$10.47</td>
<td>17</td>
<td>$177.99</td>
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</table>
ARTICLE III

AID-TO-CONSTRUCTION: Customer has requested and Developer has agreed to provide and install schedule 40 gray electrical PVC conduits and pole bases. Further, Customer is requiring the Developer to pay all costs associated with this lighting installation. This project does not meet the Company’s 4 to 1 revenue ratio; therefore an aid-to-construction contribution in the amount of $44560.38 is necessary for this project.

ARTICLE IV

INSTALLATION AND MAINTENANCE: Customer is responsible for locating and marking all facilities (irrigation, water, sewer, drainage, etc.) in areas where digging will take place if not part of the Palmetto Utility Protection Service (PUPS). Company is not responsible for any damage to Customer owned utilities such as irrigation, sewer, cable, water taps, etc. that have not been located or have been mis-located. Customer is responsible for obtaining all applicable authorizations and permissions from any governmental entities related to luminaires, poles, and/or related equipment. Customer is also responsible for compliance with, and informing Company of, any governmental ordinances as they may relate to lighting. Customer is responsible for and will pay to Company any and all costs associated with the removal, relocation or exchange of luminaires, poles and/or related equipment that are determined to be non-compliant by governmental entities. Company agrees to provide and install wiring and appurtenances for seventeen (17) 100 watt metal halide Jefferson style luminaire on seventeen (17) 14’ black aluminum Wadsworth fluted anchor base poles. This lighting installation will be located along Murray Boulevard, located in Charleston, South Carolina, in phase one as detailed in Company drawing C-83996, sheet 1. The delivery voltage to these fixtures shall be 120v. At all times after installation, Customer will maintain ownership of luminaires, poles, and bases. Customer must notify Company of any non-functioning or mal-functioning luminaires. Company will not be responsible for any landscape or pavement replacement that may be necessary as a result of the Company installing the lighting facility or any landscape or pavement replacement that may be necessary as a result of the Company performing maintenance on the lighting facility. Customer will maintain a reasonable working distance around luminaires and poles.

_________________________Customer Initial/Date

ARTICLE V

REPLACEMENT AND MAINTENANCE - ORDINARY: Company shall perform all ordinary replacement and maintenance on the equipment and appurtenances. This shall include the replacement of lamps, photocells, conductors, conduit and electrical connections due to normal wear and tear. The replacement lamps shall be limited to Company’s standard 100 watt metal halide and the replacement photocells shall be limited to Company’s standard twist-lock photocell. Non-standard equipment replacement may be delayed until such equipment can be ordered and
delivered to Company, as non-standard equipment is not kept in Company inventory. Customer shall retain ownership of these facilities located on Customer's premises. If Customer elects, for any reason, to require removal, relocation, or modification of the facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal, relocation, or modification. If action is taken by a governmental entity that requires the removal, relocation, or modification of the facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal, relocation, or modification.

ARTICLE VI

REPLACEMENT AND MAINTENANCE - EXTRAORDINARY: Customer is responsible for the replacement and maintenance of extraordinary equipment and appurtenances, which shall include the replacement of the luminaires, poles, and bases and other associated equipment due to normal wear and tear. In the event of accidental damage or vandalism, Company shall bill Customer and hold Customer responsible for all extraordinary replacement and maintenance work. If Customer elects, for any reason, to require removal, relocation, or modification of the facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal, relocation, or modification. If action is taken by a governmental entity that requires the removal, relocation, or modification of the facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal, relocation, or modification.

ARTICLE VII

TERM: Subject to the provisions of Articles VIII and IX, this contract shall continue for the full initial term of ten (10) years beginning the first month after installation date and continues thereafter from year to year until terminated by written notice of intention to terminate made by either Party to the other at least thirty (30) days prior to the end of the initial term or any extension thereof.

ARTICLE VIII

TERMINATION FOR DEFAULT BY CUSTOMER: The occurrence of any one or more of the following events by Customer shall constitute a default by Customer: 1) bankruptcy; 2) non-payment; 3) dissolution of business entity; 4) discontinuation of access; or 5) unauthorized modification of equipment. In the event of default, and notwithstanding the provisions of Article VII, Company reserves the right to terminate this Agreement at any time upon written notice to the Customer and, upon any such termination, the Customer shall pay the Company the early termination charges set forth in Article IX.

ARTICLE IX

EARLY TERMINATION CHARGE: Should Customer terminate this Agreement for any reason, prior to the end of either the initial term or any extension thereof, unless waived as provided for herein, Customer shall pay to Company a termination charge equal to the revenues, excluding fuel, for the remainder of the contract term; plus the sum of the original cost of the installed equipment.
funded by the Company, less accumulated depreciation through the effective termination date, plus removal and disposal costs, plus environmental remediation costs, less any applicable salvage values, the total cost of which shall not be less than zero. Company may waive a portion or all of the termination charge where (1) a successor agreement is executed prior to termination of this Agreement, (2) Customer is able to furnish Company with satisfactory evidence that a successor customer will occupy the premises within a reasonable time and contract for substantially the same service facilities, or (3) the facilities for serving have been fully depreciated. Company reserves the right to terminate this Agreement, for its convenience and due to no fault by Customer, in which event no early termination charge shall be applied.

ARTICLE X

LIMITATION OF LIABILITY: THE PARTIES AGREE, AS AN ESSENTIAL CONDITION OF THIS AGREEMENT, THAT COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY AS A RESULT OF THE SERVICES PROVIDED HEREUNDER OR COMPANY’S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES EXCEPT TO THE EXTENT OF COMPANY’S GROSS NEGLIGENCE.

IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE LIABILITY OF COMPANY SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER TO COMPANY DURING THE TWELVE MONTHS PRECEEDING THE EVENT WHICH GIVES RISE TO THE UNDERLYING CLAIM.

ARTICLE XI

WARRANTIES: COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY EXPLICITLY DISCLAIMS ANY WARRANTY REGARDING THE SERVICES PROVIDED HEREUNDER OR COMPANY’S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES REGARDING THE SUITABILITY, PRACTICALITY, VIABILITY, OR FUNCTIONALITY OF THE PRODUCTS AND SERVICES PROVIDED HEREUNDER, EXCEPT AS SPECIFICALLY STATED HEREIN. COMPANY SPECIFICALLY DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL INCREASE SAFETY OR REDUCE THE POSSIBILITY OF CRIMINAL ACTIVITY. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.
ARTICLE XII

FULL REQUIREMENTS: Customer must purchase all of its electrical requirements from the Company.

ARTICLE XIII

RIGHT OF WAY: Customer hereby grants Company free access and right of way to maintain install and remove any and all luminaires, poles, conductors and other appurtenances associated with the lighting facilities contained within this Agreement. If vegetation prevents access, Company may use reasonable means to remove vegetation to gain access.

ARTICLE XIV

ASSIGNMENT: No assignment of this Agreement, in whole or in part by Customer, will be made without the prior written consent of Company (and shall not relieve the assigning Party from liability hereunder), which consent will not be unreasonably withheld or delayed.

ARTICLE XV

AMENDMENT: This Agreement may not be amended except by written agreement signed by an authorized representative of each Party.

ARTICLE XVI

REPRESENTATION: Each Party to the Agreement represents and warrants that it has full and complete authority to enter into and perform its respective obligations under this Agreement. Any person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such represented Party shall be bound thereby.

ARTICLE XVII

COVENANTS: This Agreement is an entire contract, each stipulation thereto being a part of the consideration for every other, and the terms, covenants, and conditions thereof inure to the benefit of and bind the successors and assigns of each of the parties hereto, as well as the parties themselves.
ARTICLE XVIII

ENTIRE UNDERSTANDING: This Agreement contains the entire understanding of the Parties and supersedes all prior oral or written representation(s) concerning the subject matter hereof.

CITY OF CHARLESTON

RG

By: ________________________________

(Print Name): ________________________________

Title: ________________________________

Date: ________________________________

DOMINION ENERGY SOUTH CAROLINA, INC.

By: ________________________________

(Print Name): Daniel F. Kassis

Title: Vice President of Customer Relations and Renewables

Date: ________________________________

Contract No.
AVAILABILITY

This rate is available to municipal customers using the Company’s electric service for area and street lighting.

RATE

All night street lighting service where fixtures are mounted on Company’s existing standard wooden poles which are a part of Company’s overhead distribution system will be charged for at the following rates:

<table>
<thead>
<tr>
<th>Size and Description</th>
<th>Lamp Charges per Month</th>
<th>kWh Charges per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>9,000 Lumen (MH) (100W) Closed Type</td>
<td>$10.47</td>
<td>37</td>
</tr>
<tr>
<td>15,000 Lumen (HPS) (150W) Open Type</td>
<td>$10.07</td>
<td>57</td>
</tr>
<tr>
<td>15,000 Lumen (HPS) (150W) Closed Type</td>
<td>$10.26</td>
<td>52</td>
</tr>
<tr>
<td>30,000 Lumen (MH) (320W) Closed Type</td>
<td>$17.28</td>
<td>123</td>
</tr>
<tr>
<td>50,000 Lumen (HPS) (400W) Closed Type</td>
<td>$17.96</td>
<td>158</td>
</tr>
</tbody>
</table>

LED FIXTURE SIZE AND DESCRIPTION

<table>
<thead>
<tr>
<th>Size and Description</th>
<th>Lamp Charges per Month</th>
<th>kWh Charges per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>6,000 Lumen (LED) (60W) Open Type</td>
<td>$9.59</td>
<td>20</td>
</tr>
<tr>
<td>8,600 Lumen (LED) (70W) Closed Type</td>
<td>$12.34</td>
<td>24</td>
</tr>
<tr>
<td>12,700 Lumen (LED) (110W) Closed Type</td>
<td>$13.87</td>
<td>35</td>
</tr>
<tr>
<td>25,500 Lumen (LED) (205W) Closed Type</td>
<td>$20.97</td>
<td>89</td>
</tr>
<tr>
<td>32,300 Lumen (LED) (270W) Closed Type</td>
<td>$24.18</td>
<td>91</td>
</tr>
</tbody>
</table>

The following fixtures are available for new installations only to maintain pattern sensitive areas:

<table>
<thead>
<tr>
<th>Size and Description</th>
<th>Lamp Charges per Month</th>
<th>kWh Charges per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>9,500 Lumen (HPS) (100W) Open Type</td>
<td>$9.17</td>
<td>38</td>
</tr>
<tr>
<td>9,500 Lumen (HPS) (100W) Open Type (non-directional) - Retrofit</td>
<td>$9.17</td>
<td>38</td>
</tr>
<tr>
<td>9,500 Lumen (HPS) (100W) Closed Type</td>
<td>$9.92</td>
<td>38</td>
</tr>
<tr>
<td>15,000 Lumen (HPS) (150W) Open Type - Retrofit</td>
<td>$10.03</td>
<td>53</td>
</tr>
<tr>
<td>15,000 Lumen (HPS) (150W) Closed Type - Retrofit</td>
<td>$10.29</td>
<td>52</td>
</tr>
<tr>
<td>27,500 Lumen (HPS) (250W) Closed Type - Retrofit</td>
<td>$15.67</td>
<td>101</td>
</tr>
<tr>
<td>45,000 Lumen (HPS) (360W) Closed Type - Retrofit</td>
<td>$17.21</td>
<td>144</td>
</tr>
</tbody>
</table>

All night street lighting service in areas being served from Company’s underground distribution system:

The following fixtures which are available for new installations where excavation and back filling are provided for the Company and existing fixtures previously billed as residential subdivision street lighting will be charged for at the following rates:

<table>
<thead>
<tr>
<th>Post-Top Mounted Luminaries</th>
<th>Traditional</th>
<th>Modern</th>
<th>Classic</th>
<th>kWh per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lamp Charges per Month</td>
<td>Lamp Charges per Month</td>
<td>Lamp Charges per Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9,000 Lumen (MH) (100W)</td>
<td>$22.27</td>
<td>$22.27</td>
<td>$26.04</td>
<td>37</td>
</tr>
<tr>
<td>15,000 Lumen (HPS) (150W)</td>
<td>$22.36</td>
<td>$22.36</td>
<td>$26.42</td>
<td>62</td>
</tr>
</tbody>
</table>

The following fixture is available for new installations only to maintain pattern sensitive areas:

<table>
<thead>
<tr>
<th>Size and Description</th>
<th>Lamp Charges per Month</th>
<th>kWh Charges per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>9,500 Lumen (HPS) (100W) Traditional</td>
<td>$20.82</td>
<td>37</td>
</tr>
<tr>
<td>15,000 Lumen (HPS) (150W) - Retrofit</td>
<td>$22.34</td>
<td>63</td>
</tr>
<tr>
<td>15,000 Lumen (HPS) (150W) - Retrofit</td>
<td>$22.34</td>
<td>62</td>
</tr>
</tbody>
</table>

Effective January 2009, selected existing light sets will no longer be available for new installations. Replacement light sets will only be available until inventory is depleted and will be replaced on a first-come, first-served basis. Affected lights are as follows:

<table>
<thead>
<tr>
<th>Size and Description</th>
<th>Lamp Charges per Month</th>
<th>kWh Charges per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>4,000 Lumen (Mercury) (100W) Open Type (non-directional)</td>
<td>$8.24</td>
<td>37</td>
</tr>
<tr>
<td>7,500 Lumen (Mercury) (175W) - Traditional</td>
<td>$21.61</td>
<td>69</td>
</tr>
<tr>
<td>7,500 Lumen (Mercury) (175W) - Modern</td>
<td>$21.81</td>
<td>69</td>
</tr>
<tr>
<td>7,500 Lumen (Mercury) (175W) - Classic</td>
<td>$26.69</td>
<td>69</td>
</tr>
<tr>
<td>7,500 Lumen (Mercury) (175W) Closed Type</td>
<td>$10.20</td>
<td>69</td>
</tr>
<tr>
<td>7,500 Lumen (Mercury) (175W) Open Type (non-directional)</td>
<td>$8.98</td>
<td>69</td>
</tr>
<tr>
<td>10,000 Lumen (Mercury) (250W) Closed Type</td>
<td>$13.71</td>
<td>95</td>
</tr>
<tr>
<td>20,000 Lumen (Mercury) (400W) Closed Type</td>
<td>$16.04</td>
<td>159</td>
</tr>
</tbody>
</table>

MINIMUM CHARGE

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in addition to the rate charges above.

Effective for Bills Rendered On and After the First Billing Cycle of May 2020
Pursuant to Public Service Commission of South Carolina Order Nos. 2020-331 and 2020-333
ADJUSTMENT FOR FUEL, VARIABLE ENVIRONMENTAL & AVOIDED CAPACITY, AND DISTRIBUTED ENERGY RESOURCE COSTS

Fuel costs of $0.02250 per kWh are included in the monthly lamp charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

PENSION COSTS COMPONENT

The energy charges above include a Pension Costs component of $0.00017 per kWh as approved by the Public Service Commission of South Carolina.

STORM DAMAGE COMPONENT

Inclusion of a storm damage component has been indefinitely suspended until further order of the Public Service Commission of South Carolina.

TAX RIDER

The above charges will be reduced by 3.07% to reflect the Tax Rider as approved by the Public Service Commission of South Carolina.

SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

PAYMENT TERMS

All bills are net and payable when rendered.

TERM OF CONTRACT

Contracts under this rate shall be written for a period of not less than ten (10) years; and such contract shall include a provision that the Municipality must purchase all of its electrical requirements from the Company. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

SPECIAL PROVISIONS

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the customer's responsibility to notify the Company when equipment fails to operate properly. Non-standard service requiring underground, special fixtures and/or poles will be furnished only when the customer pays the difference in costs between such non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

GENERAL TERMS AND CONDITIONS

The Company’s General Terms and Conditions are incorporated by reference and are a part of this rate schedule.
DOMINION ENERGY SOUTH CAROLINA, INC.

GENERAL TERMS AND CONDITIONS

I. GENERAL

A. FOREWORD

1. In contemplation of the mutual protection of both Dominion Energy South Carolina, Inc. and its Customers and for the purpose of rendering an impartial and more satisfactory service, the General Terms and Conditions of the Company are hereby set forth and filed with the Public Service Commission of South Carolina, which has jurisdiction over public utilities, so as to read as hereinafter set forth; the same being incorporated by reference in each contract or agreement for service.

2. These Terms and Conditions are supplementary to the Rules and Regulations issued by the Public Service Commission of South Carolina covering the operation of electric utilities in the State of South Carolina.

3. These Terms and Conditions may be supplemented for specific Customers by contract.

4. Dominion Energy South Carolina is referred to herein as "Company", and the user or prospective user is referred to as "Customer". The Public Service Commission of South Carolina is referred to as "Commission".

B. Application

Provisions of these Terms and Conditions apply to all persons, partnerships, corporations or others designated as Customers who are lawfully receiving electric service from Company under the prescribed Rate Schedules or contracts filed with the Commission. Receipt of service shall constitute a contract between Customers and the Company. No contract may be transferred without the written consent of the Company.

C. Term of Service

The rates prescribed by the Commission are based upon the supply of service to each individual Customer for a period of not less than one year, except as otherwise specifically provided under the terms of the particular Rate Schedule or contract covering such service.

D. Terms and Conditions

The Terms and Conditions contained herein are a part of every contract for service entered into by the Company and govern all classes of service where applicable unless specifically modified as a provision or provisions contained in a particular Rate Schedule or contract.

E. Selection of Appropriate Rate

Where two or more Rate Schedules are available, the Company will attempt to assist the Customer to a reasonable extent in determining which Schedule to select. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or minimum demand specified in the Rate Schedule may be waived. It is the responsibility of the Customer to select the Rate and the Company will not assume responsibility for the choice.

F. Temporary Service

Temporary or seasonal service will be furnished under the appropriate General Service Rate Schedule to any Customer. Temporary service shall include all construction services having a life expectancy of one year or less. Payment is required in advance for the full cost of erecting and removing all lines, transformers, and other service facilities necessary for the supply of such service.

G. Statements by Agents

No representative of the Company has authority to modify any Rule of the Commission, provisions of Rate Schedules or to bind the Company by any promise or representation contrary thereto.
DOMINION ENERGY SOUTH CAROLINA, INC.

Electric

(PAGE 2 OF 8)

II. DEFINITIONS

Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used and shall be construed to have meanings as follows:

A. "Day" shall mean period of twenty-four (24) consecutive hours beginning at 12 o'clock Midnight Eastern Time or at such other hours as may be designated.

B. "Month" or "Billing Month" shall mean the period between any two (2) regular readings of Company’s meters which shall not be less than twenty-eight (28) days or more than thirty-four (34) days.

C. "Year", unless otherwise designated, shall mean a period of 365 days commencing with the day of first delivery of electricity hereunder, and each 365 days thereafter except that in a year having a date of February 29, such year shall consist of 366 days.

D. "Premises" shall mean home, apartment, dwelling unit, shop, factory, business location (including signs and water and sewage pumps), church, or other building or structure which shelters the Customer for his individual or collective occupancy where all services may be taken from a single connection.

E. "Service Point" or "Point of Interconnection" shall mean the point at which Company's and Customer’s conductors are connected.

F. "Standard Service" means a single service per premises from one electrical source and from existing overhead facilities.

III. CONDITIONS OF SERVICE

A. GENERAL

The Customer shall consult with and furnish to the Company such information as the Company may require to determine the availability of the Company’s Service at a particular location before proceeding with plans for any new or additional electric loads. No new or additional electric loads will be served if it is determined that such service will jeopardize service to existing Customers. Failure to give notice of additions or changes in load or location shall render the Customer liable for any damage to the meters or other apparatus and equipment of the Company, the Customer and/or other Customers caused by the additional load or changed installation.

B. Character of Service

Electric energy supplied by the Company shall be standard alternating current at a frequency of approximately 60 hertz and shall be delivered only at voltages and phases as specified by the Company.

C. Rights-of-Way

The Company shall not be required to extend its distribution and service facilities, for the purpose of rendering electric service to the Customer until satisfactory rights-of-way, easements or permits have been obtained from governmental agencies and property owners, at the Customer’s expense to permit the installation, operation, and maintenance of the Company's lines and facilities. The Customer, in requesting or accepting service, thereby grants the Company without charge necessary rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer to the extent that such rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer are required, necessary or convenient to enable Company to supply service to the Customer and the Customer also grants the Company the right to continue to extend the Company’s facilities on, across, or under property controlled by the customer with necessary trimming and clearing rights to serve other Customers. Customer shall maintain such right-of-way so as to grant Company continued access to its facilities by Company’s vehicles and other power-operated equipment.
D. Customer's Installation

Customer's service installations shall be made in accordance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electrical Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises.

Customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local, municipal, state, and federal authorities, and the Customer shall keep in good and safe repair and condition such wiring and equipment on Customer's side of the service point exclusive of Company's metering facilities and equipment.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the Company and approved by the Commission.

Before wiring a premise or purchasing equipment, the Customers shall give the Company notice and shall ascertain from the Company the character of service available at such premises. The Company may specify the voltage and phase of the electricity to be furnished, the location of the meter, and the point where the service connection shall be made.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the company and approved by the Commission.

It is the standard practice of the Company to provide all requirements of service for the Customer through a single metering point at each premises.

Where more than one service is required by the Customer, and requested services meet all applicable code requirements the Company will provide such additional service upon payment by the Customer to the Company of the charges above the first service. Each service point shall be a separate account. No new service will be connected without proper release from the inspecting authority having jurisdiction. Should there be no inspecting authority in the jurisdiction, the Company shall determine whether or not applicable codes are met and shall have no obligation to provide service until such time as they are met.

Customer shall furnish at his sole expense any special facilities necessary to meet his particular requirements for service at other than the standard conditions specified under the provision of the applicable Rate Schedule. The Customer shall also provide protection for Customer's equipment from conditions beyond the Company's control including, but not limited to, protective devices for single-phase conditions. The Customer shall also provide a suitable place, foundation and housing where, in the judgment of the Company, it is deemed necessary to install transformers, regulators, control or protective equipment on the Customer's premise.

All equipment supplied by the Company shall remain its exclusive property and Company shall have the right to remove the same from the premises of Customer at any time after termination of service for any cause.

Should Customer elect, for any reason, to request relocation of Company's facilities or take any action, which requires such relocation, customer may be required to reimburse the Company for all costs as a result of such relocation. Company may relocate existing service and facilities, at Company's expense, when necessary for system design or operation and maintenance requirements.

The Customer shall be responsible for the protection and safekeeping of the equipment and facilities of the Company while on the Customer's premises and shall not permit access thereto except by duly authorized representatives of the Company. Customer assumes responsibility and liability for damages and injuries caused by failure or malfunctions of Customer's equipment.
E. Special Equipment
Where a separate transformer or other additional electrical utility standard equipment or capacity is to be used to eliminate fluctuations or other effects detrimental to the quality of service to other Customers due to welding or X-ray equipment, etc., the Company may make a reasonable charge for the transformer equipment and line capacity required. In lieu of the above, the Company may require the Customer to either discontinue the operation of the equipment causing the disturbance or install the necessary motor generator set or other apparatus to eliminate the disturbance detrimental to the service of other Customers.

F. Safe Access to Customer's Premises
The duly authorized representatives of the Company shall be permitted safe access to Customer's premises at any and all reasonable times to inspect, operate and maintain the Company's and the Customer's facilities and equipment for any and all purposes connected with the delivery of service, the determination of connected load or other data to be used for billing purposes, the determination of Customer load requirements or the exercise of any and all rights under the agreement.

G. Company's Installation and Service
Where the Customer's requested service to be supplied by the Company does not produce revenue sufficient to support the expenditure required, the Company will determine in each case the amount of payment and form thereof that shall be required of the Customer.

Electricity supplied by the Company shall not be electrically connected with any other source of electricity without reasonable written notice to the Company and agreement by the parties of such measures or conditions, if any, as may be required for reliability of both systems.

Service supplied by the Company shall not be resold or assigned by the Company to others on a metered or unmetered basis; nor shall the Customer's wiring be connected to adjacent or other premises not owned or operated by the Customer without specific written approval of the Company and of the Commission.

The Company's service facilities will be installed above ground on poles or fixtures; however, underground facilities will be provided when requested in accordance with the Company's appropriate underground service publications.

In Areas of Overhead Distribution: For new services, the Company will install and maintain an overhead service drop for loads up to 300 KVA from its overhead distribution system to the Customer's service connection provided the transformer can be placed in the proximity of the service point. The Company will maintain the overhead service drop for services existing prior to the effective date of these Terms and Conditions with loads up to 500 KVA. For residential Customers, if specifically requested by the Customer, the Company will install and maintain a single phase underground service to any residence (terrain permitting) provided the Customer pays in advance the difference in cost between a new overhead service and the new underground service of equal current carrying capacity.

In Areas of Underground Distribution: The Company will install and maintain the necessary underground facilities to provide a point of service at the Customer's property line or at another location designated by the Company. For residential Customers, the Company will install and maintain a single-phase service to the service point as designated by Company, up to a maximum length of 125 feet. If the requested residential service to Company's designated service point exceeds 125 feet in length, the Customer will pay in advance the total additional cost for that portion in excess of 125 feet in length. For underground service other than residential, the Customer shall furnish, install and maintain necessary service conductors and conduit from their service equipment to the Company's designated point of service regardless of meter location.
H. Term of Contract
The Term of Contract for service shall be for a term of one year with automatic renewal except as otherwise provided in the applicable Rate Schedule. Where a large or special investment in service facilities is necessary, or other special conditions exist, contracts may be written for (1) a longer term than specified in the Rate Schedule, or (2) a special guarantee of revenue, or (3) a facility charge, or (4) all of these conditions as may be required to safeguard the Company's investment.

I. Continuance of Service and Liability Therefore
The Company does not guarantee continuous service. Company shall use reasonable diligence at all times to provide uninterrupted service but shall not be liable for any loss, cost damage or expense to any Customer occasioned by any failure to supply electricity according to the terms of the contract or by any interruption or reversal of the supply of electricity, if such failure, interruption or reversal is due to storm, lightning, fire, flood, drought, strike, or any cause beyond the control of the Company, or any cause except willful default or gross neglect on its part.

The Company reserves the right to curtail or temporarily interrupt Customer's service when it shall become necessary in order that repairs, replacement or changes may be made in the Company's facilities and equipment, either on or off Customer's premises.

The Company may impose reasonable restrictions on the use of service during peak periods of excessive demand or other difficulty, which jeopardizes the supply of service to any group of Customers.

The Company may waive any minimum charge or guarantee payments for service upon written notice from and request of Customer during such time as the Customer's plant may be completely closed down as a result of strike, lockout, government order, fire, flood, or other acts of God: provided however, that Customer specifically agrees that the term of the service contract shall be extended for a period equal to the period of enforced shutdown. (See Section VII, Force Majeure).

J. Denial or Discontinuance of Service
The Company may refuse or discontinue service and remove the property of the Company without liability to the Customer, or tenants or occupants of the premises served, for any loss, cost, damage or expense occasioned by such refusal, discontinuance or removal, including but not limited to, any of the following reasons:

1. In the event of a condition determined by the Company to be hazardous or dangerous.

2. In the event Customer's equipment is used in such a manner as to adversely affect the Company's service to others.

3. In the event of unauthorized or fraudulent use of Company's service.

4. Unauthorized adjustments or tampering with Company's equipment.

5. Customer's failure to fulfill his contractual obligations.

6. For failure of the Customer to permit the Company reasonable access to its equipment.

7. For nonpayment of bill for service rendered provided that the Company has made reasonable efforts to effect collection.

8. For failure of the Customer to provide the Company with a deposit.

9. For failure of the Customer to furnish permits, certificates, and rights-of-way, as necessary in obtaining service, or in the event such permissions are withdrawn or terminated.
10. The Company shall not furnish its service to any applicant who at the time of such application is indebted or any member of his household is indebted under an undisputed bill for service, previously furnished such applicant or furnished any other member of the applicant's household or business.

11. The Company may terminate a Customer's service should the Customer be in arrears on an account for service at another premise. For the reason that the Customer's use of the utility service conflicts with, or violates orders, ordinances or laws of the State or any subdivision thereof, or of the Commission.

12. For failure of the Customer to comply with reasonable restrictions on the use of service. The Company may discontinue service without notice for reasons (1), (2), and (3) above. For the remainder of the reasons, the Customer shall be allowed a reasonable time in which to correct any discrepancy.

13. Failure of the Company to terminate or suspend service at any time after the occurrence of grounds therefore or to resort to any other legal remedy or to exercise any one or more of such alternative remedies, shall not waive or in any manner affect the Company's right to later resort to any or more of such rights or remedies on account of any such ground then existing or which may subsequently occur.

K. Reconnection Charge

Where the Company has discontinued service for reasons listed in Section III-J, the Customer is subject to a reconnection charge of $25.00 in addition to any other charges due and payable to the Company. In cases where both electric and gas service are reconnected at the same time on the same premises for the same Customer, only one charge will be made.

Where the Customer interrupts or terminates service and subsequently requests reconnection of service at the same premises the reconnection charge will apply.

IV. BILLING AND PAYMENT TERMS

A. General

The rates specified in the various service classifications are stated on a monthly basis. Unless extenuating circumstances prevent, the Company will read meters at regular monthly intervals and render bills accordingly. If for any reason a meter is not read, the Company may prepare an estimated bill based on the Customer's average use billed for the preceding 60 days or from other information as may be available. All such bills are to be paid in accordance with the standard payment terms, and are subject to adjustment on the basis of actual use of service as computed from the next reading taken by the Company's representative or for any circumstances known to have affected the quantity of service used. No more than one estimated bill shall be rendered within a 60-day period unless otherwise agreed to by the Customer or allowed by the Commission.

All billing errors shall be adjusted in accordance with the Commission's Rules and Regulations.

B. Customer's Obligations

The Customer is responsible for electricity furnished and for all charges under the agreement until the end of term thereof.

All bills shall be due and payable when rendered. Notice and collection of unpaid bills will be in accordance with the current Rules and Regulations of the Commission.

No claim or demand which the Customer may have against the Company shall be set off or counterclaimed against the payment of any sum of money due the Company by the Customer for services rendered. All such sums shall be paid in accordance with the agreement regardless of any claim or demand.
Should service be terminated, the Customer’s deposit shall be applied to reduce or liquidate the account. Service may be restored upon payment of the account, in full, plus the late payment charge set forth below, the reconnection charge set forth above and a deposit as set forth below.

C. Late Payment Charge
A late payment charge of one and one half per cent (1 ½ %) will be added to any balance remaining twenty-five (25) days after the billing date.

D. Deposit
A maximum deposit in an amount equal to an estimated two (2) months (60 days) bill for a new Customer or in an amount equal to the total actual bills of the highest two (2) consecutive months based on the experience of the preceding twelve (12) months or a portion of the year if on a seasonal basis may be required from the Customer as security for payment of the account before service is rendered or continued if any of the following conditions exist:

1. The Customer’s past payment record to the Company shows delinquent payment practice;

2. A new Customer cannot furnish either a letter of good credit from a reliable source or any acceptable cosigner or guarantor on the Company’s system to guarantee payment;

3. A Customer has no deposit and presently is delinquent in payments;

4. A Customer has had his service terminated for non-payment or fraudulent use. All deposits may be subject to review based on the actual experience of the Customer. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and payment habits of the Customer.

E. Service Charge
The Company may make reasonable charges for work performed on or services rendered:

1. Upon Customer’s request at the Customer’s premises when, at the time the request is made, service and equipment provided by the Company is in good working condition and in compliance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electric Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer’s installation or premises;

2. To repair, replace, remove or gain access to Company’s facilities or equipment where such repair, replacement or removal is made necessary by the willful action(s) of the Customer, members of the Customer’s household or invitees of the Customer; or

3. To repair, replace, remove or gain access to Company’s facilities or equipment where such repair, replacement or removal is made necessary by the negligent failure of the Customer to take timely action to correct or to notify the Company or other responsible party to correct conditions which led to the needed repair, replacement or removal, except that such charges shall be apportioned between the Customer and the Company to the extent that the Customer shall only bear that part of the costs which reflect the costs added by the Customer’s negligence. Such charges cannot be assessed where the damage is caused by an Act of God except to the extent that the Customer failed timely to mitigate the damages. Such charges may include labor, material and transportation.
V. COMPANY'S LIABILITY

A. General
The Company shall not be in any way responsible or liable for damages to or injuries sustained by the Customer or others, or by the equipment of the Customer or others by reason of the condition or character of Customer's wiring and equipment, or the wiring and equipment of others on the Customer's premises. The Company will not be responsible for the use; care or handling of electricity delivered to the Customer after it passes the service point. The Customer assumes responsibility and liability for damages and injuries caused by failures or malfunctions of Customer's equipment.

VI. MEASUREMENT OF SERVICE

A. Meter Testing on Request of Customer
The Customer may, at any time, upon reasonable notice, make written request of the Company to test the accuracy of the meter or meters in use for his service. No deposit or payments shall be required from the Customer for such meter test if said meter has been in service at least one year without testing at Company's expense; otherwise the Customer shall deposit the estimated cost of the test; said deposit shall not exceed $15.00 without the approval of the Commission. The amount so deposited with Company shall be refunded or credited to the Customer, as a part of the settlement of the disputed account if the meter is found, when tested to register more than 2% fast or slow; otherwise the deposit shall be retained by the Company.

B. Adjustments for Inaccurate Meters
Where it is determined that the Company's meter is inaccurate or defective by more than 2% error in registration, bills shall be adjusted in accordance with the Commission Rules and Regulations.

VII. FORCE MAJEUORE

A. General
In the event Company is unable, wholly or in part, by reason of Force Majeure to carry out its obligations to provide service under its Rate Schedules or Contracts, the obligations of Company, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall, as far as possible, be remedied with all reasonable dispatch.

The term "Force Majeure" as employed herein shall include, but not be limited to acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, extreme weather conditions, storms, floods, washouts, arrest and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines, the maintaining or repairing or alteration of machinery, equipment, structures or lines (which maintaining, repairing or alteration shall, however, be carried out in such manner as to cause the smallest practicable curtailment or interruption of deliveries of electricity), freezing of lines, partial or complete curtailment of deliveries under Company's electric purchase contracts, inability to obtain rights-of-way or permits or materials, equipment or supplies, any of the above, which shall, by the exercise of due diligence and care such party is unable to prevent or overcome, and any cause other than those enumerated herein (whether of the kind enumerated herein or otherwise) not within the control of the person claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the persons affected, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the person affected thereby.
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Frank Newham / Andrew Jones DEPT. Parks-Capital Projects
SUBJECT: LOW BATTERY SEAWALL REPAIRS-PHASE II CONSTRUCTION CONTRACT

REQUEST: Approval of a Construction Contract with Gulf Stream Construction Company, Inc., in the amount of $11,976,855.02 for the restoration of the Low Battery Seawall from Ashley Blvd. to Council St. This amount includes $1,370,179.41 of reimbursable in-contract Charleston Water Systems work. 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: January 26, 2021

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

<table>
<thead>
<tr>
<th>CPR Committee Chair</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
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<tbody>
<tr>
<td>Corporate Counsel</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Stormwater Mgt Director</td>
<td></td>
<td></td>
<td>Ruth Jordan</td>
<td></td>
</tr>
<tr>
<td>MBE Manager</td>
<td></td>
<td></td>
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</table>

FUNDING: Was funding previously approved? Yes ☑ No ☐ N/A ☐
If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051160-58240
Balance in Account $11,976,855.02 Amount needed for this item $11,976,855.02
Project Number CP1526

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: Approval of this will institute a $34,523,134.53 project budget, of which the $11,976,855.02 Construction Contract will be funded. The funding sources for this project are: Hospitality Funds ($17,087,957.53), Municipal Accommodations Tax Funds ($17,035,177.00), and Charleston County Accommodations Tax Fees ($400,000.00).

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 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.
## Low Battery Seawall Repairs
(051660)
DRAFT BUDGET

<table>
<thead>
<tr>
<th>CP1528</th>
<th>Draft Project Budget</th>
<th>Expenses To Date</th>
<th>Encumbrances</th>
<th>Remaining Balance</th>
<th>NOTES</th>
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### DESIGN / ENGINEERING

<table>
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<th>CP1528</th>
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<tr>
<td>051160-55228</td>
<td>Engineering &amp; Survey</td>
<td>$289,340.00</td>
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<td>051160-55228</td>
<td>(Amend #1) Final Design &amp; Cost Docs</td>
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<td>051160-55228</td>
<td>(Amend #2) Cost Estimating &amp; Design</td>
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<td>051160-55228</td>
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<td>051160-55228</td>
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<td><strong>Subtotal JMT Contract</strong></td>
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<td>Survey &amp; Vibration Monitoring</td>
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<td>051160-55226</td>
<td>Survey &amp; Vibration Monitoring</td>
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<td>051160-55240</td>
<td>Signage</td>
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<td>051160-55226</td>
<td>Advertising</td>
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<td><strong>TOTAL DIE COSTS</strong></td>
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### CONSTRUCTION

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<tr>
<td>051160-55240</td>
<td>Phase 1 Construction Contract</td>
<td>$10,925,165.00</td>
<td>Gulf Stream</td>
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<td>051160-55240</td>
<td>CD49, (pilot redesign and requirements)</td>
<td>$325,810.50</td>
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<td>051160-55240</td>
<td>CD54, (apportionment deduced)</td>
<td>$19,029.90</td>
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<td>051160-55240</td>
<td>CD63, (additional sewer work, covered by 051160-55240)</td>
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<td>051160-55240</td>
<td>CD90, (pavement removal and new CPW)</td>
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<td>051160-55240</td>
<td>CD95, (additional sheet pile and vet wall repairs)</td>
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<td>051160-55240</td>
<td>CD97, (delineation changes)</td>
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<td>051160-55240</td>
<td>CD99, (additional sheet pile repairs at the base of the Coastal Guard)</td>
<td>$4,178.00</td>
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<td>051160-55240</td>
<td>CD9B, (additional pile embank)</td>
<td>$8,220.00</td>
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<td>051160-55240</td>
<td>Phase 1 Construction Subtotal</td>
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<td>051160-55240</td>
<td>CPW Tap &amp; Impact Fees, Meters</td>
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<td>051160-55240</td>
<td>Phase 1 A&amp;I-in-Construction (17 lights on Maritime Blvd)</td>
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<td>051160-55240</td>
<td>Phase II Construction Contract</td>
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<td>051160-55240</td>
<td>Commerical Restoration</td>
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<td>051160-55240</td>
<td>Construction - sheetpil repairs</td>
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<td>051160-55240</td>
<td>Repair concrete damage caused by Hurricane Michael</td>
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<td>051160-55240</td>
<td>CD91 Repair concrete and pond damage (285 ft)</td>
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<td><strong>Subtotal Construction Costs</strong></td>
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<td>051160-55291</td>
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<td><strong>TOTAL PROJECT COSTS</strong></td>
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### FUNDING SOURCES

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<th>AMOUNT</th>
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<td>Hospitality</td>
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<td>2017</td>
<td>Municipal Accomodations</td>
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<td>2018</td>
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<td>2019</td>
<td>Municipal Accomodations</td>
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<td>Hospitality</td>
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<td>2021</td>
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<td>2021</td>
<td>Hospitality</td>
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<td><strong>TOTAL FUNDING</strong></td>
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<td>$5,652,114.83</td>
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### PROJECT SUMMARY

| AVAILABLE FUNDING | $34,323,124.92 | $26,096,991.53 |
| PROJECT FUNDED | $34,323,124.92 | $10,924,044.21 |
| PROJECT BALANCE | - | $15,100,000.00 |

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Edited: 08/2021
CITY OF CHARLESTON

DEPARTMENT OF STORMWATER MANAGEMENT

CONSTRUCTION SPECIFICATIONS & CONTRACT DOCUMENTS

LOW BATTERY RESTORATION PROJECT – PHASE II
(ASHLEY BLVD. TO COUNCIL ST.)

NOVEMBER 2020

Mayor John J. Tecklenburg
City Council

Marie Delcioppo          Perry K. Waring
Kevin Shealy             Michael S. Seekings
Jason Sakran             A. Peter Shahid, Jr.
Robert M. Mitchell       Harry Griffin
Karl L. Brady, Jr.       Ross A. Appel
William Dudley Gregorie  Carol Jackson
SECTION 01105

ADVERTISEMENT FOR BIDS

PROJECT: LOW BATTERY RESTORATION PROJECT - PHASE II (ASHLEY BLVD. TO COUNCIL ST.)

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 30, 2020 until 2:00 p.m., local time at the Department of Stormwater Management, Engineering Division, 2 George Street, Suite 2100, Charleston, South Carolina, 29401 and at said office will be opened and read aloud. Please note due to COVID-19, public access to City offices may be restricted. Contractors interested in hand-delivering Bids should contact Frank Newham in a timely manner to make an informed decision on submitting a Bid. Additionally, for public health and safety, the Bids will be opened in private by a committee of a minimum of four witnesses.

PROJECT DESCRIPTION: The Work will include removal and replacement of storm drain pipes and structures, water mains and appurtenances, sanitary sewer pipes and structures, and coordination with other utilities as necessary; removal and construction of a raised concrete sidewalk on micro-piles; construction of a concrete seawall on and extending from the existing seawall; removal and replacement of asphalt roadway including all associated signage, striping, and brick and/or concrete medians and raised crossings; removal and replacement of granite curbing using new and salvaged materials; installation of light pole footings and electrical conduit; and traffic control; all as shown in the Drawings.

CONTRACTOR QUALIFICATIONS: The City of Charleston received Statements of Qualifications for the Low Battery Restoration Project - Phase II on October 3, 2020 and has pre-qualified all contractors eligible to submit a bid for this project. Bids from contractors who were not pre-qualified will not be accepted. Additionally, the Commissioners of Public Works has pre-qualified contractors eligible to perform work on CPW owned utilities. The list of CPW approved contractors can be found in Section 16 of the Supplemental Conditions.

PRE-BID MEETING: The City of Charleston will hold a MANDATORY pre-bid virtual meeting on November 19, 2020 at a time and location to be determined (TBD). The City will notify all pre-qualified contractors a week prior to the meeting.

DOCUMENTS AVAILABLE: A link to a downloadable file will be sent to all pre-qualified contractors.

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.

Mr. Matthew Fountain PE, PG
Director of Stormwater Management
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 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 within 10 calendar days from the date when Notice of Apparent Low Bid is delivered to the Bidder.

The Bidder to whom the contract is awarded will be required to 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 Intent to 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 an Agreement signed by the party to whom the Agreement was awarded, shall send the Agreement to City Council for approval 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 by e-mail to J. Frank Newham at newhamj@charleston-sc.gov. To be given consideration, such request must be received at least 10 days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be made in the form of written Addenda to the Specifications which, if issued, will be emailed to all prospective Bidders (at the respective email 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 Low Battery Restoration Project – Phase II (Ashley Blvd. to Council St.). 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 Ruth Jordan, MBE Manager, 2 George Street, Suite 3500, Charleston SC, 29401. (843) 724-7434, jordanr@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 website 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.
Low Battery Restoration Project – Phase II (Ashley Blvd. to Council St.)

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
Department of Stormwater Management
2 George Street, Suite 2100
Charleston, SC 29401

Attention: Mr. Matthew Fountain PE, PG
Director

**Lower Left Hand Corner:**

BID for Construction of:

LOW BATTERY RESTORATION PROJECT – PHASE II (ASHLEY BLVD. to COUNCIL ST.)

South Carolina General Contractor’s License No. G97255

Classification BDS, AP5, CP5, GD5, BR5, H15, HY5, MR5, 2U5, WL5

Expiry Date 10/31/2022

City of Charleston Business License No. BL003336-05-2016
SECTION 01140  BID

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

FROM:     Gulf Stream Construction Company, Inc.
          1983 Technology Drive
          Charleston, South Carolina 29492
          Phone 843-572-4363

of the City of Charleston, County of Berkeley, hereinafter called “Bidder.”

PROJECT:  LOW BATTERY RESTORATION PROJECT – PHASE II
          (ASHLEY BLVD. TO COUNCIL ST.)

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 365 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:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>November 20, 2020</td>
</tr>
<tr>
<td>2</td>
<td>November 23, 2020</td>
</tr>
<tr>
<td>3</td>
<td>December 1, 2020</td>
</tr>
</tbody>
</table>
### Low Battery Restoration Project - Phase II (Ashley Blvd. to Council St.)

**LOW BATTERY RESTORATION PROJECT**

**City of Charleston, South Carolina**

**Phase II - Ashley Blvd. to Council St.**

**Addendum #2 - 11/23/20**

#### BID FORM

<table>
<thead>
<tr>
<th>WBS</th>
<th>DIV</th>
<th>BID ITEM</th>
<th>SECT</th>
<th>Line Item</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>ITEM COST</th>
<th>SUBTOTAL</th>
</tr>
</thead>
</table>

#### A. Site Preparation & Earthwork

**A.1 Demolition**

- Site Demolition (LS inclusive of all items shown on the Site Demolition Sheets). The following unit costs shall be provided for any quantity adjustments necessary.
  - 1 LS $141,845.19
- Subtotal Structural Seawall Demolition (LS inclusive of all items shown on the Structural Sheets with the exception of the wall face demolition which shall be paid for separately).
  - 1 LS $527,132.83

**A.2 Erosion & Sediment Controls**

- Erosion & Sediment Controls (to be invoiced as equal payments from contract start to contract completion date).
  - 1 LS $45,124.85

**A.3 Earthwork**

- Excavation and Fill Costs to be incidental to related work items. The following unit prices are to be provided for any quantity adjustments necessary.
  - 1 LS $64,599.37
- Subtotal Structural Granular Fill Below Seawall Promenade
  - 1 CY $37.50
- Over-Excavate below pavement or sidewalks, Haul Off & Dispose Off-Site
  - 1 CY $54.49
- Import Select Fill for use below pavement or sidewalks, Place & Compact
  - 1 CY $37.50

**A.5 Other**

- Seawall Sub-Soil Improvement - HPDR Injection (Quantity Allowance)
  - Inject 15,000 lb HPDR along 1300 linear feet (Any unused material from this allowance will be credited back to the City at the unit cost provided. Contractor will be paid for any additional material over the allowance at the unit cost provided)
  - 15,000 LB Allow $6.00 $90,000.00

**TOTAL SITE PREPARATION & EARTHWORK $858,701.74**
### B. Site Improvements

#### 8.6 Pavements

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Irruinous Paving and Base - The following unit costs shall be provided for any quantity adjustments necessary.</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$215,238.61</td>
</tr>
<tr>
<td>B.沥青路面和基层 - 以下单位成本将被提供，用于任何数量调整的必要性。</td>
<td>1</td>
<td>SY</td>
<td></td>
<td>$65.21</td>
</tr>
<tr>
<td>Concrete Paving - The following unit costs shall be provided for any quantity adjustments necessary.</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$221,232.39</td>
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<tr>
<td>Crosswalk paving and base</td>
<td>1</td>
<td>LF</td>
<td></td>
<td>$125.00</td>
</tr>
<tr>
<td>Promenade Walkway</td>
<td>1</td>
<td>LF</td>
<td></td>
<td>$576.00</td>
</tr>
<tr>
<td>Concrete Sidewalk</td>
<td>1</td>
<td>SF</td>
<td></td>
<td>$8.18</td>
</tr>
<tr>
<td>Driveway Aprons</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>$972.43</td>
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<tr>
<td>ADA Ramps w/ Detectable Warning Surface</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>$2,100.00</td>
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<tr>
<td>Unit Pavers - The following unit costs shall be provided for any quantity adjustment necessary.</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$210,456.57</td>
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<tr>
<td>Belgium Block Pavers and base</td>
<td>1</td>
<td>SF</td>
<td></td>
<td>$37.25</td>
</tr>
<tr>
<td>Granite Inlay at Belgium Block and base</td>
<td>1</td>
<td>SF</td>
<td></td>
<td>$120.00</td>
</tr>
<tr>
<td>Bluestone Pavers 24&quot; x 24&quot; x 2&quot; and base</td>
<td>1</td>
<td>SF</td>
<td></td>
<td>$50.00</td>
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<tr>
<td>Bluestone Edging 16&quot; x 4&quot; and base</td>
<td>1</td>
<td>LF</td>
<td></td>
<td>$33.00</td>
</tr>
<tr>
<td>Bluestone Edging 14&quot; x 3&quot; and base</td>
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<td>LF</td>
<td></td>
<td>$74.00</td>
</tr>
<tr>
<td>Bluestone Edging 14&quot; x 2&quot; and base</td>
<td>1</td>
<td>LF</td>
<td></td>
<td>$81.00</td>
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<td>Pavement Marking - The following unit costs shall be provided for any quantity adjustments necessary.</td>
<td>1</td>
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<td></td>
<td>$7,630.00</td>
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<tr>
<td>Parking Lines</td>
<td>1</td>
<td>LF</td>
<td></td>
<td>$4.33</td>
</tr>
<tr>
<td>Lane Lines, 4&quot; Yellow or White, Painted</td>
<td>1</td>
<td>LF</td>
<td></td>
<td>$2.17</td>
</tr>
<tr>
<td>Symbols</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>$357.23</td>
</tr>
</tbody>
</table>

#### 8.6 Cutting

Granite Curb installation (includes re-use of the existing granite curb paid to be removed and stored in the LS demolition items). This lump sum shall include the values for the allowance items below in addition to reusing all existing curb which is reusable. Contractor shall be aware that the allowance items below will be deducted from the lump sum for any quantity not used. Thus unit price shall also be used in the event of adding curb quantities.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Granite Curb (75% of overall as an allowance for curb which is not able to be re-used (Quantity Allowance))</td>
<td>3300</td>
<td>LF</td>
<td></td>
<td>$95.00</td>
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</tbody>
</table>

#### 8.7 Site Amenities

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seat Wall, w/Stone &amp; Perf. Drain</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$1.00</td>
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<tr>
<td>Railing</td>
<td>1</td>
<td>LS</td>
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<td>$44,171.78</td>
</tr>
<tr>
<td>Seawall Railing</td>
<td>1</td>
<td>LF</td>
<td></td>
<td>$35.00</td>
</tr>
<tr>
<td>Star and Ramp Railing</td>
<td>1</td>
<td>LF</td>
<td></td>
<td>$95.00</td>
</tr>
<tr>
<td>Benches (To be Furnished and Installed by the Contractor)</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$128,326.46</td>
</tr>
<tr>
<td>Signage (Identified on Signage and Pavement Marking Plans)</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$6,053.43</td>
</tr>
</tbody>
</table>

#### 8.8 Landscaping

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscaping</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$57,730.78</td>
</tr>
</tbody>
</table>

**TOTAL SITE IMPROVEMENTS**: $1,103,601.95
## Low Battery Restoration Project - Phase II (Ashley Blvd. to Council St.)

### C. CWS Utility Work

#### C.1 Sanitary Sewer Replacement

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>8&quot; CSDO Main (includes soil removal and imported backfill with additional stone and stabilization fabric. See Specification)</td>
<td>1126</td>
<td>LF</td>
<td>$348.33</td>
<td>$392,219.58</td>
</tr>
<tr>
<td>4&quot; dia Prestressed MH (includes soil removal and imported backfill with additional stone and stabilization fabric. See Specification)</td>
<td>6</td>
<td>EA</td>
<td>$14,720.55</td>
<td>$88,323.36</td>
</tr>
<tr>
<td>4&quot; dia Culvert MH (includes soil removal and imported backfill with additional stone and stabilization fabric. See Specification)</td>
<td>2</td>
<td>EA</td>
<td>$14,720.55</td>
<td>$29,441.12</td>
</tr>
<tr>
<td>3&quot; Sewer Service Fittings</td>
<td>17</td>
<td>EA</td>
<td>$1,893.08</td>
<td>$32,182.26</td>
</tr>
<tr>
<td>3&quot; EDR 25 PVC Sewer Pipe with CO</td>
<td>430</td>
<td>LF</td>
<td>$131.25</td>
<td>$56,437.50</td>
</tr>
<tr>
<td>12&quot; Steel Casing (Over 6&quot; PVC)</td>
<td>65</td>
<td>LF</td>
<td>$252.72</td>
<td>$16,790.20</td>
</tr>
<tr>
<td>Abandon Existing Sewer System</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$117,310.73</td>
</tr>
<tr>
<td>Mobilization, Bonds and Insurance (Max 5% of CWS Sewer Bid)</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$27,705.12</td>
</tr>
<tr>
<td>Record Drawings &amp; Close-Out</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$20,192.81</td>
</tr>
<tr>
<td>Owners Contingency Allowance</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$50,000.00</td>
</tr>
</tbody>
</table>

#### C.2 Water Replacement

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>6&quot; Water Mains 30% CIP (including excavation and backfill. See specification)</td>
<td>1185</td>
<td>LF</td>
<td>$135.04</td>
<td>$160,022.00</td>
</tr>
<tr>
<td>12&quot; Steel Casing</td>
<td>68</td>
<td>LF</td>
<td>$345.00</td>
<td>$30,430.40</td>
</tr>
<tr>
<td>Fittings (including caps for abandonment)</td>
<td>7</td>
<td>TON</td>
<td>$6,941.25</td>
<td>$48,588.66</td>
</tr>
<tr>
<td>5&quot; Gate Valve w/ Valve Box</td>
<td>9</td>
<td>EA</td>
<td>$1,659.33</td>
<td>$14,934.97</td>
</tr>
<tr>
<td>Fire Hydrant Assembly (All materials to be furnished by Contractor)</td>
<td>2</td>
<td>EA</td>
<td>$9,790.90</td>
<td>$19,581.80</td>
</tr>
<tr>
<td>6&quot; Water Tie-In (Stn. 11+23)</td>
<td>1</td>
<td>EA</td>
<td>$4,944.72</td>
<td>$4,944.72</td>
</tr>
<tr>
<td>6&quot; Water Tie-In (Stn. 0+00)</td>
<td>1</td>
<td>EA</td>
<td>$4,944.72</td>
<td>$4,944.72</td>
</tr>
<tr>
<td>2&quot; Temporary Blow-Off on Existing Main @ Stn. 0+00</td>
<td>1</td>
<td>EA</td>
<td>$870.02</td>
<td>$870.02</td>
</tr>
<tr>
<td>Abandon Existing Water System</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$9,465.38</td>
</tr>
</tbody>
</table>

#### Residential Services

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&quot; Type K Soil Copper, w/ Trenching &amp; Backfill</td>
<td>925</td>
<td>LF</td>
<td>$55.53</td>
<td>$51,305.25</td>
</tr>
<tr>
<td>1&quot; Water Service Tap</td>
<td>28</td>
<td>EA</td>
<td>$1,278.40</td>
<td>$35,991.68</td>
</tr>
<tr>
<td>Meter Box</td>
<td>28</td>
<td>EA</td>
<td>$2,422.14</td>
<td>$57,847.28</td>
</tr>
<tr>
<td>Mobilization, Bonds and Insurance (Max 5% of CWS Water Bid)</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$17,668.71</td>
</tr>
<tr>
<td>Record Drawings, Valve Cards &amp; Close-Out</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$22,716.92</td>
</tr>
<tr>
<td>Owners Contingency Allowance</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$50,000.00</td>
</tr>
</tbody>
</table>

**TOTAL CWS Water and Sanitary Sewer Utilities** $1,370,179.44
### D. Additional Utilities

<table>
<thead>
<tr>
<th>D.1 Water Service</th>
<th>1</th>
<th>LS</th>
<th>$11,003.28</th>
</tr>
</thead>
<tbody>
<tr>
<td>Portable Water Service</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D.2 Site Lighting</th>
<th>1</th>
<th>LS</th>
<th>$56,792.29</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Lighting Infrastructure - Conduit &amp; Light Pole Foundations (Poles, Fixtures, Wiring, &amp; Controls provided and installed by Dominion Electric)</td>
<td>1</td>
<td>LS</td>
<td>$25,241.02</td>
</tr>
<tr>
<td>Promenade Lighting Infrastructure - Conduit &amp; Boxes</td>
<td>1</td>
<td>LS</td>
<td>$31,551.27</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D.3 Storm Drainage Piping</th>
<th>1</th>
<th>LS</th>
<th>$293,687.04</th>
</tr>
</thead>
<tbody>
<tr>
<td>RCP Piping - The following unit costs shall be provided for any quantity adjustments necessary</td>
<td>1</td>
<td>LF</td>
<td>$293,687.04</td>
</tr>
<tr>
<td>Storm - 12&quot; RCP w/ #57 Bedding or Concrete Encasement</td>
<td>1</td>
<td>LF</td>
<td>$105.54</td>
</tr>
<tr>
<td>Storm - 15&quot; RCP w/ #57 Bedding</td>
<td>1</td>
<td>LF</td>
<td>$106.25</td>
</tr>
<tr>
<td>Storm - 18&quot; RCP w/ #57 Bedding</td>
<td>1</td>
<td>LF</td>
<td>$114.63</td>
</tr>
<tr>
<td>Storm - 24&quot; RCP w/ #57 Bedding</td>
<td>1</td>
<td>LF</td>
<td>$132.65</td>
</tr>
<tr>
<td>Storm - 30&quot; RCP w/ #57 Bedding</td>
<td>1</td>
<td>LF</td>
<td>$149.61</td>
</tr>
<tr>
<td>Storm - 36&quot; RCP w/ #57 Bedding</td>
<td>1</td>
<td>LF</td>
<td>$170.14</td>
</tr>
<tr>
<td>Storm - SDR 21 PVC w/ #57 Bedding</td>
<td>1</td>
<td>LF</td>
<td>$134.05</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D.4 Storm Drainage Structures</th>
<th>1</th>
<th>LS</th>
<th>$551,124.71</th>
</tr>
</thead>
<tbody>
<tr>
<td>Storm Drainage Structures - The following unit prices are to be provided for any quantity adjustments necessary</td>
<td>1</td>
<td>EA</td>
<td>$551,124.71</td>
</tr>
<tr>
<td>Storm - Historic District CB - Single (V4380)</td>
<td>1</td>
<td>EA</td>
<td>$4,124.78</td>
</tr>
<tr>
<td>Storm - Historic District CB - Double (719-00 - 01 box)</td>
<td>1</td>
<td>EA</td>
<td>$5,636.23</td>
</tr>
<tr>
<td>Storm - Junction Box</td>
<td>1</td>
<td>EA</td>
<td>$8,950.66</td>
</tr>
<tr>
<td>Outfall Structure P3-I w/ 36&quot; Check Valve - Rutledge Blvd</td>
<td>1</td>
<td>EA</td>
<td>$30,189.07</td>
</tr>
<tr>
<td>Outfall Structure P4-I w/ 30&quot; Check Valve - Council St</td>
<td>1</td>
<td>EA</td>
<td>$37,322.25</td>
</tr>
<tr>
<td>Water Quality Structures</td>
<td>1</td>
<td>EA</td>
<td>$95,338.70</td>
</tr>
</tbody>
</table>

**TOTAL ADDITIONAL UTILITIES** $913,467.32
### E. Marine Structures

#### E.1. Piles & Underpinning

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Micro-Piles</td>
<td>LS</td>
<td>1</td>
<td></td>
<td>$3,561,415.44</td>
</tr>
<tr>
<td>Microdrill Installation</td>
<td>VLF</td>
<td>1</td>
<td>$97.53</td>
<td></td>
</tr>
<tr>
<td>Steel Casing</td>
<td>VLF</td>
<td>1</td>
<td>$69.06</td>
<td></td>
</tr>
<tr>
<td>Microdrill Load Tests</td>
<td>EA</td>
<td>1</td>
<td>$3,470.64</td>
<td></td>
</tr>
</tbody>
</table>

#### E.2. Structural Concrete

- Seawall - Seawall concrete to include rebar, forming, prep and all work associated with the necessary construction. The following unit costs shall be provided for any quantity adjustments necessary.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landside Concrete Grade Beam and Bottom Slab</td>
<td>LS</td>
<td>1</td>
<td>$1,400.00</td>
<td></td>
</tr>
<tr>
<td>Landside Concrete Curb Wall</td>
<td>CY</td>
<td>1</td>
<td>$1,400.00</td>
<td></td>
</tr>
<tr>
<td>Seaward Concrete Wall Face</td>
<td>CY</td>
<td>1</td>
<td>$2,900.00</td>
<td></td>
</tr>
<tr>
<td>Concrete Post - Seaward Side</td>
<td>EA</td>
<td>1</td>
<td>$2,400.00</td>
<td></td>
</tr>
<tr>
<td>Concrete Posts - Landward Side</td>
<td>EA</td>
<td>1</td>
<td>$2,400.00</td>
<td></td>
</tr>
<tr>
<td>Ramps, Stairs and Associated Concrete</td>
<td>CY</td>
<td>1</td>
<td>$2,100.00</td>
<td></td>
</tr>
</tbody>
</table>

#### E.3. Seawall Face Cleaning, Repair, & Resurfacing

- Surface Preparation / Demolition (Hydrotest)
- SCGDF Class C repairs Replacement Above Wall (Quantity Allowance)
- Structural Repairs - Lump sum bid for this item shall include Repair Type 1 for the full length of the wall and an allowance for 300 LF of Repair Type 2 and an allowance for 100 LF of Concrete Sheet Pile Wall Repair. Please provide unit prices for each repair to be used as add / deducts once final quantities have been determined.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repair Type 2 - Major Wall Crack Repair</td>
<td>LF</td>
<td>1</td>
<td>$165.30</td>
<td></td>
</tr>
<tr>
<td>Concrete Sheet Pile Wall Repair</td>
<td>LF</td>
<td>1</td>
<td>$427.50</td>
<td></td>
</tr>
<tr>
<td>Seawall Re-Surfacing - The following unit costs shall be provided for any quantity adjustments necessary.</td>
<td>LS</td>
<td>1</td>
<td>$27,268.41</td>
<td></td>
</tr>
<tr>
<td>Re-Surfacing</td>
<td>SF</td>
<td>1</td>
<td>$66.10</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL MARINE STRUCTURES** $7,091,646.56
<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Direct Cost</th>
<th>Total Construction Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Contingency Allowance</td>
<td>1</td>
<td>LS</td>
<td>$150,000.00</td>
<td></td>
</tr>
<tr>
<td>Mobilization (Max 5% of Bid - Not Including CWS Numbers)</td>
<td>1</td>
<td>LS</td>
<td>$51,106.42</td>
<td></td>
</tr>
<tr>
<td>Bonding &amp; Insurances</td>
<td>1</td>
<td>LS</td>
<td>$94,723.00</td>
<td></td>
</tr>
<tr>
<td>Soils, Asphalt, &amp; Concrete Testing</td>
<td>1</td>
<td>LS</td>
<td>$130,988.50</td>
<td></td>
</tr>
<tr>
<td>Temporary Facilities/Controls</td>
<td>1</td>
<td>LS</td>
<td>$20,356.00</td>
<td></td>
</tr>
<tr>
<td>Record Drawings &amp; Close-Out - Not Including CWS Work</td>
<td>1</td>
<td>LS</td>
<td>$38,415.00</td>
<td></td>
</tr>
<tr>
<td>Survey/ Stake-Out/ Utility Locating</td>
<td>1</td>
<td>LS</td>
<td>$3,700.00</td>
<td></td>
</tr>
<tr>
<td>Maintenance of Traffic (50% of value to be paid once installed. Remaining of the balance shall be paid at equal distributions through contract completion date)</td>
<td>1</td>
<td>LS</td>
<td>$139,879.12</td>
<td></td>
</tr>
<tr>
<td><strong>Total Direct Cost</strong></td>
<td></td>
<td></td>
<td><strong>$1,370,179.41</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total General Requirements</strong></td>
<td></td>
<td></td>
<td><strong>$809,258.04</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Construction Cost</strong></td>
<td></td>
<td></td>
<td><strong>$11,976,855.02</strong></td>
<td></td>
</tr>
</tbody>
</table>

1. Unit prices provided in addition to lump sum costs shall be used for any pay adjustments. Payment for items identified to be bid with allowances are subject to increase or decrease based on actual quantities needed.

2. It shall be the responsibility of the contractor to provide quantities for bid items without quantities already pre-populated in the bid form.

3. The above unit prices shall include but not limited to all labor, testing, materials, dewatering, storing, removal, overhead, profit, insurance, taxes, fees, etc., and all efforts deemed necessary to complete the proposed improvements shown and described in the Contract Documents.
Low Battery Restoration Project – Phase II (Ashley Blvd. to Council St.)

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:

Eleven Million, Nine Hundred Seventy-Six Thousand, Eight Hundred Fifty-Five and 00/100 Dollars ($11,976,855.00).

Bidder understands that the Owner reserves the right to reject any and all bids and to waive any formalities 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 amount 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:

Gulf Stream Construction Company, Inc.

(Contractor)

By __________________________

(Signature)

J. Mark Peleson, PE

(Name)

President

(Title)

1983 Technology Drive

(Address)

Charleston, South Carolina 29492

SC General Contractor's License No. G97255

Initial the following items to indicate compliance with specifications:

☑ 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 Berkeley

J. Mark Hylton, PE, being first duly sworn, deposes and says that:

1. He is President of Gulf Stream Construction Company, Inc. the Bidder that has submitted the attached Bid:

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

3. Such Bid is genuine and is not a collusive or sham Bid:

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Charleston or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed) J. Mark Hylton

(Title)

Subscribed and sworn to before me this 8th day of December, 2020

SHERE A. YOUNG

Executive Administrator (title)

My commission expires 5-26-26
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 Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston, SC 29401, (843) 724-7434, jordanr@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.
Low Battery Restoration Project – Phase II (Ashley Blvd. to Council St.)
City of Charleston

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 29% 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 Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston, SC 29401, (843) 724-7434, jordanr@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: Gulf Stream Construction Company, Inc.

[Signature]
President

J. Mark Hylton, PE
Print Name
12/8/20
Date

Attest: W. G. Hills

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01140
Low Battery Restoration Project – Phase II (Ashley Blvd. to Council St.)
AFFIDAVIT A
Page 1 of 2

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

Affidavit of Gulf Stream Construction Company, Inc.  
(Name of Offeror)

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

☒ 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.

☒ 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.

☒ 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

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

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

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

☒ 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.)

☐ 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.

☐ 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.

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

☒ 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: 12/8/20  
Name of Authorized Officer (Print/Type): J. Mark Hylton, PE  
Signature:  
Title: President
## City of Charleston, South Carolina Minority Business Participation Efforts
(Use as many sheets as necessary)

I, J. Mark Hylton, PE, hereby certify that on this project we contacted the following minority business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABC Construction</td>
<td>P.O. Box 2163, Moncks Corner, SC 29461</td>
</tr>
<tr>
<td>Aaron B. Copeland</td>
<td></td>
</tr>
</tbody>
</table>

**Minority Firm Telephone Number**: 843-709-1643

**Minority Group Type**
- ☑ (African American)
- ☐ (Asian American)
- ☐ (American Indian)
- ☐ (Hispanic)
- ☐ (Other)
- ☐ Follow up Verification

<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>AOS Specialty Contractors, Inc.</td>
<td>1224 Two Notch Rd., Columbia, SC 29073</td>
</tr>
<tr>
<td>Dianne Rushing</td>
<td></td>
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</table>

**Minority Firm Telephone Number**: 803-758-8031

**Minority Group Type**
- ☑ (African American)
- ☐ (Asian American)
- ☐ (American Indian)
- ☐ (Hispanic)
- ☐ (Other)
- ☐ Follow up Verification

<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
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<tbody>
<tr>
<td>Bright Construction, LLC.</td>
<td>P.O. Box 30145, Charleston, SC 29417</td>
</tr>
<tr>
<td>Don Bright</td>
<td></td>
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**Minority Firm Telephone Number**: 843-367-7233

**Minority Group Type**
- ☑ (African American)
- ☑ (Asian American)
- ☐ (American Indian)
- ☐ (Hispanic)
- ☐ (Other)
- ☐ Follow up Verification

<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
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</thead>
<tbody>
<tr>
<td>D.M. Conlon Inc.</td>
<td>888-2 Seaboard Street, Myrtle Beach, SC 29577</td>
</tr>
<tr>
<td>Kelly Conlon</td>
<td></td>
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**Minority Firm Telephone Number**: 843-445-0199

**Minority Group Type**
- ☑ (African American)
- ☑ (Asian American)
- ☐ (American Indian)
- ☐ (Hispanic)
- ☐ (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**: 12/9/20

**Name of Authorized Officer (Print/Type)**: J. Mark Hylton, PE

**Sworn to before me this 8 th day of December, 2020**

**Notary Public for the State of South Carolina**

**My Commission Expires**

**Notary Seal**

**Signature**

**Title**

**Address**: 1983 Technology Dr., Gurnee, IL 29492

13 of 15
Low Battery Restoration Project – Phase II (Ashley Blvd. to Council St.)

AFFIDAVIT A

Page 2 of 2

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

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<tbody>
<tr>
<td>Finishing Touch</td>
<td>192 Neiman Dr., Holly Hill, SC 29059</td>
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<tr>
<td>Simion L. Young</td>
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<td>Minority Firm Telephone Number</td>
<td>803-441-273</td>
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<thead>
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<tr>
<td>Flores Contracting</td>
<td>7619 Stafford Road, North Charleston, SC 29406</td>
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<tr>
<td>Marcelo Flores</td>
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<td>Minority Firm Telephone Number</td>
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<th>3. Minority Firm Name and Contact</th>
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<tbody>
<tr>
<td>Groat Dawgs Restoration &amp; Waterproof</td>
<td>1507 Royal Colony Road, Johns Island, SC 29455</td>
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<td>Hannah Falls</td>
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<td>Minority Firm Telephone Number</td>
<td>843-471-4046</td>
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<td>□ (Hispanic)</td>
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<thead>
<tr>
<th>4. Minority Firm Name and Contact</th>
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<tbody>
<tr>
<td>KTC Enterprises, Inc.</td>
<td>308 Land o Pines Circle, Moncks Corner, SC 29461</td>
</tr>
<tr>
<td>Anna Cusick Murchisen</td>
<td></td>
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<tr>
<td>Minority Firm Telephone Number</td>
<td>843-634-3170</td>
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<td>Minority Firm Fax Number</td>
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<tr>
<td>□ (Other)</td>
</tr>
</tbody>
</table>

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: 12/18/20
Name of Authorized Officer (Print/Type): J. Mark Hylton, PE
Sworn to before me this 8th day of December, 2020
Notary Public for the State of South Carolina
My Commission Expires: 5-26-26
Print Name: SHEILA HILLS
Phone Number: 843-571-4303
Address: 1988 Technology Dr. Cris, SC 29402
Signature: [Signature]
Title: President
Notary Seal:


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

I, J. Mark Hylton, PE, hereby certify that on this project we contacted the following minority business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

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<tr>
<th>Minority Firm Name and Contact</th>
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<tbody>
<tr>
<td>Landscape Pavers, LLC.</td>
<td>1537 Ashley River Rd., Charleston, SC 29407</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Porter-Stoneard, Ricardo Montez Proter Sr.</td>
<td>7521 Now Ryder Rd., North Charleston, SC 29406</td>
</tr>
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<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
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<tbody>
<tr>
<td>Salley Concrete Finishing, LLC.</td>
<td>3669 Maple Ridge Road, Walterboro, SC 29488</td>
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<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Source, LLC. Penny Betcher</td>
<td>1136 Beall Borron Lane, Monks Corner, SC 29461</td>
</tr>
</tbody>
</table>

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: 12/18/20

Name of Authorized Officer (Print/Type): J. Mark Hylton, PE

Signature: [Signature]

Title: President

Notary Seal:

[Stamp]
City of Charleston, South Carolina Minority Business Participation Efforts
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I, J Mark Hylton, PE, hereby certify that on this project we contacted the following minority business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

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<thead>
<tr>
<th></th>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
<th>Minority Group Type</th>
<th>Follow up Verification</th>
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<tbody>
<tr>
<td>1.</td>
<td>Southern Concrete &amp; Construction, Inc.</td>
<td>1101 Trammell Rd, Anderson, SC 29622</td>
<td>☑ (Women)</td>
<td>Q</td>
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<tr>
<td></td>
<td>Kelly Boulware</td>
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<td>☐ (African American)</td>
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<td>Minority Firm Telephone Number 8643870982</td>
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<td>☐ Follow up Verification</td>
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<tr>
<td>2.</td>
<td>Technique Concrete Construction</td>
<td>944 Astor Ave., Forest Park, GA 30297</td>
<td>☑ (Women)</td>
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<td>Billy Freeman, Jr.</td>
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<td>☐ (African American)</td>
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<td>☐ Follow up Verification</td>
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<tr>
<td>3.</td>
<td>Truluck Roadway Services, LLC.</td>
<td>1528 Trallie Dr., Charleston, SC 29407</td>
<td>☑ (Women)</td>
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<tr>
<td></td>
<td>Chris Truluck</td>
<td></td>
<td>☐ (African American)</td>
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<tr>
<td>4.</td>
<td>German Technical Group</td>
<td>5840 Dorchester Road, North Charleston, SC 29416</td>
<td>☑ (Women)</td>
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<td></td>
<td>Ver C. German</td>
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<td>☐ (African American)</td>
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</table>

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: 12/8/20
Name of Authorized Officer (Print/Type): J. Mark Hylton, PE
Sworn to before me this ______ day of December, 2020
Notary Public for the State of South Carolina
My Commission Expires: 5/6/2021
Signature: [Signature]
Print Name: SHEENA HILLS
Address: 863951, 3925492
Title: President
Notary Seal: [Seal]

13 of 15
City of Charleston, South Carolina Minority Business Participation Efforts
(Use as many sheets as necessary)

I, J. Mark Hylton, PE, hereby certify that on this project we contacted the following minority business enterprises as subcontractors, vendors, suppliers, or providers of professional services:

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<thead>
<tr>
<th>1. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>AmeriGro Landscape Services</td>
<td>1939 Belgrade Ave Ste 12, Charleston, SC 29407</td>
</tr>
<tr>
<td>Patrick Sanders</td>
<td></td>
</tr>
<tr>
<td>Minority Firm Telephone Number</td>
<td>8435684062</td>
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<td>Minority Firm Fax Number</td>
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<tr>
<th>2. Minority Firm Name and Contact</th>
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<tbody>
<tr>
<td>Green Acres Services, Inc.</td>
<td>142 Water Wheel Road, Ridgeville, SC 29472</td>
</tr>
<tr>
<td>Karen Moore</td>
<td></td>
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<tr>
<td>Minority Firm Telephone Number</td>
<td>8438735300</td>
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<td>Minority Firm Fax Number</td>
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<tr>
<th>3. Minority Firm Name and Contact</th>
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<tbody>
<tr>
<td>Oriwill Solutions, Inc.</td>
<td>P.O. Box 12085, Wilmington, NC 28405</td>
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<tr>
<td>Ursula Ortega</td>
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</tr>
<tr>
<td>Minority Firm Telephone Number</td>
<td>9102973635</td>
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<td>Minority Firm Fax Number</td>
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<tr>
<th>4. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
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<tbody>
<tr>
<td>Peggs Farm, LLC.</td>
<td>2500 St. Peters Road, Walterboro, SC 29488</td>
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<tr>
<td>Renee Artigues</td>
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<td>Minority Firm Telephone Number</td>
<td>8439813480</td>
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</table>

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: 12/18/20
Name of Authorized Officer (Print/Type): J. Mark Hylton, PE

Sworn to before me this 18th Day of December, 2020
Notary Public for the State of South Carolina

Print Name: MCAY, 934-572-4363
Phone Number: 1983 Technology Dr, Charleston, SC 29492

Notary Seal: 

13 of 15
City of Charleston, South Carolina Minority Business Participation Efforts
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I, ____________________________, hereby certify that on this project we contacted the following minority business enterprises as subcontractors, vendors, suppliers, or providers of professional services:

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<tbody>
<tr>
<td>Eadie's Diva D. Enterprises</td>
<td>P.O. Box 99, Ridgeville, SC 29472</td>
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<td>Dawn C Eadie</td>
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<td>Minority Firm Telephone Number</td>
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<tr>
<td>Herndon</td>
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<tr>
<td>Frances Herndon</td>
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<td>Minority Firm Telephone Number</td>
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<tr>
<td>Minority Firm Fax Number</td>
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<td>DBE Certification Number</td>
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<tr>
<th>3. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
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</thead>
<tbody>
<tr>
<td>Seed Slingers</td>
<td>P.O. Box 665, Aynor, SC 29511</td>
</tr>
<tr>
<td>Kall Johnson</td>
<td></td>
</tr>
<tr>
<td>Minority Firm Telephone Number</td>
<td>843-581-2870</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
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<td>DBE Certification Number</td>
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<thead>
<tr>
<th>4. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manning &amp; Sons Trucking &amp; Power Washing</td>
<td>219 Stratford Drive, Summerville, SC 29485</td>
</tr>
<tr>
<td>Keavan Manning</td>
<td></td>
</tr>
<tr>
<td>Minority Firm Telephone Number</td>
<td>843-003-7006</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
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<td>(Other)</td>
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</table>

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: 12/18/20
Name of Authorized Officer (Print/Type): J. Mark Hylton, PE
Sworn to before me this 8th day of December, 2020
Notary Public for the State of South Carolina
My Commission Expires: 5/1/2026
Print Name: SHEA A. HILLS
Phone Number: 843-372-1483
Address: 3427 Tarmac St., Charleston, SC 29407

Signature: ____________________________
Title: President
Notary Seal:

13 of 15
Low Battery Restoration Project – Phase II (Ashley Blvd. to Council St.)

AFFIDAVIT A

Page 2 of 2

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

I, J. Mark Hylton, PE, hereby certify that on this project we contacted the following minority business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Atlantic South Consulting Services</td>
<td>3680 W. Montague Ave, North Charleston, SC 29416</td>
</tr>
<tr>
<td>Adrian Williams</td>
<td></td>
</tr>
</tbody>
</table>

| Minority Firm Telephone Number | 8435869010 |
| Minority Firm Fax Number | |
| DBE Certification Number | |

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<tr>
<th>Minority Group Type</th>
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<th>Follow up Verification</th>
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</tbody>
</table>

2. Minority Firm Name and Contact
Cornerstone Surveying and Engineering, Inc.
Robert David Branton

| Minority Firm Telephone Number | 8437301493 |
| Minority Firm Fax Number | |
| DBE Certification Number | |

<table>
<thead>
<tr>
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3. Minority Firm Name and Contact
Seacoast Supply
Ann Forrest

| Minority Firm Telephone Number | 8433722604 |
| Minority Firm Fax Number | |
| DBE Certification Number | |

<table>
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<tr>
<th>Minority Group Type</th>
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<th>Follow up Verification</th>
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</tbody>
</table>

4. Minority Firm Name and Contact
Bulleye Equipment and Supply, LLC.
Kirsti Collins

| Minority Firm Telephone Number | 8433999601 |
| Minority Firm Fax Number | |
| DBE Certification Number | |

<table>
<thead>
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<th>Minority Group Type</th>
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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: 12/8/20

Name of Authorized Officer (Print/Type): J. Mark Hylton, PE

Notary Public for the State of South Carolina

My Commission Expires: 3/2020

Signature:

Title: President

Notary Seal:

13 of 15
City of Charleston, South Carolina Minority Business Participation Efforts
(Use as many sheets as necessary)

1. Minority Firm Name and Contact
   W. Frazier Construction, Inc.
   Willie Frazier, Jr.
   
   Minority Firm Telephone Number: 843-656-9784
   Minority Firm Fax Number: 843-656-9784
   DBE Certification Number: ________________________________

   Minority Firm Address: 7050 Mcberry Road, Ravenel, SC 29470
   Minority Group Type:
   ☐ African American ☐ Asian American ☐ Hispanic ☐ Other
   ☐ Follow up Verification

2. Minority Firm Name and Contact
   Patt-Sling Trucking LLP
   Jerome Singleton
   
   Minority Firm Telephone Number: 843-670-3862
   Minority Firm Fax Number: 843-670-3862
   DBE Certification Number: ________________________________

   Minority Firm Address: 5224 Stonewall Drive, Summerville, SC 29485
   Minority Group Type:
   ☐ African American ☐ Asian American ☐ Hispanic ☐ Other
   ☐ Follow up Verification

3. Minority Firm Name and Contact
   Tars & Stripes, LLC
   Jennifer Stewart
   
   Minority Firm Telephone Number: 843-565-5493
   Minority Firm Fax Number: 843-565-5493
   DBE Certification Number: ________________________________

   Minority Firm Address: 1205 Old Murray Court, Hanahan, SC 29410
   Minority Group Type:
   ☐ African American ☐ Asian American ☐ Hispanic ☐ Other
   ☐ Follow up Verification

4. Minority Firm Name and Contact
   B.C. Cannon Company, Inc.
   Deirdre F. Cannon
   
   Minority Firm Telephone Number: 864-236-1793
   Minority Firm Fax Number: 864-236-1793
   DBE Certification Number: ________________________________

   Minority Firm Address: P.O. Box 3888, Greenville, SC 29690
   Minority Group Type:
   ☐ African American ☐ Asian American ☐ Hispanic ☐ Other
   ☐ Follow up Verification

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

Date: 12/9/20
Name of Authorized Officer (Print/Type): J. Mark Hylton, PE
Signature: _____________________________
Title: President
Notary Seal: 

J. Mark Hylton, PE

Address: 13 of 15
Low Battery Restoration Project – Phase II (Ashley Blvd. to Council St.)

AFFIDAVIT B

City of Charleston, South Carolina

Work to be Performed by Minority Businesses

Affidavit of: Gulf Stream Construction Company, Inc. (Name of Offeror)

I hereby certify that on the Low Battery Phase II Restoration Project (Project Name), the Total Project Amount is $11,976,855.02.

I will make a good faith effort to expend a minimum of 20% 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:

<table>
<thead>
<tr>
<th>Name and Phone Number</th>
<th>Minority Code</th>
<th>Work Description</th>
<th>Dollar Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peggra Farms, LLC 843-893-3460</td>
<td>WBE (W)</td>
<td>Hardscape and Landscape</td>
<td>$750,913.72</td>
</tr>
<tr>
<td>Soil Consultants, Inc. 843-273-4595</td>
<td>WBE (W)</td>
<td>Testing</td>
<td>$130,988.50</td>
</tr>
<tr>
<td>W. Frazier Construction, Inc.</td>
<td>MBE (B)</td>
<td>Hauling and Aggregates</td>
<td>$110,998.31</td>
</tr>
<tr>
<td>Ram Tool and Supply 843-747-5368</td>
<td>WBE (W)</td>
<td>Rebar</td>
<td>$211,000.00</td>
</tr>
</tbody>
</table>

Total MBE Participation: 11.6% $1,384,124.25

* 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: 12/13/2022

Name of Authorized Officer (Print/Type): J. Mark Hylton, PE

Signature: [Signature]

Title: President

Notary Public for the State of South Carolina

Notary Seal:

Sworn to before me this 8th day of December, 2022

My Commission Expires: 12/21/23

Print Name: Sherri Hills

Phone Number: 843-572-4343

Address: 1983 Technology Dr. Moss, Sc 29492

Sherri Hills
Low Battery Restoration Project – Phase II (Ashley Blvd. to Council St.)

AFFIDAVIT C

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

Affidavit of __________________________________________________________
(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:

**We do not intend to self perform 100% of the work required****

(End of Section 01140)
SECTION 01142

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned Gulf Stream Construction Company, Inc., as Principal, and Travelers Casualty & Surety Company of America, as Surety, are hereby held and firmly bound unto City of Charleston, South Carolina, as OWNER, in the penal sum of Five Percent of the Amount Bid (5%) 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 8th day of December, 2020.

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

LOW BATTERY RESTORATION PROJECT – PHASE II (ASHLEY BLVD. TO COUNCIL ST.)

NOW, THEREFORE,

1. If the said BID shall be rejected, or in the alternate.

2. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

By: Travelers Casualty & Surety Company of America

By: Gulf Stream Construction Co., Inc.

By: Dusanette H. Cullum, 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)
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called "Companies"), and that the Companies do hereby make, constitute and appoint Dualmette H. Curling of COLUMBIA, South Carolina, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereeto affixed, this 17th day of January 2019.

State of Connecticut

City of Hartford ss.

On this the 17th day of January, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes herein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021

Robert L. Raney, Senior Vice President

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact an Agents to act for and on behalf of the Company and may give such appointee such authority as he or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and re-appoint the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 8th day of December, 2020

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3980. Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.
SECTION 01210 AGREEMENT

THIS AGREEMENT, made this ____________ day of ______________________, 20__, by and between THE CITY OF CHARLESTON,

acting herein through its __________________________ Mayor __________________________

(Title of Authorized Official)

hereinafter call “OWNER” and ______________________________ Gulf Stream Construction Company, Inc.

(Name of Contractor)

doing business as ________________________________ Corporation

(an Individual), (a Partnership), or (a Corporation)

of the City of __________________________, County of __________________________, and

State of __________________________, 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:

   LOW BATTERY RESTORATION PROJECT – PHASE II (ASHLEY BLVD. TO COUNCIL ST.)

   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 365 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

   $11,976,855

   (Eleven Million Nine Hundred Seventy Six Thousand Eight Hundred and Fifty-Five)

   or as shown in the Bid Schedule.

5. The term “CONTRACT DOCUMENTS” means and includes the following:

   1 of 3

01210
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 Performance Bond

5.7 Payment Bond

5.8 Certificate of Owners Attorney

5.9 Notice of Apparent Low Bid

5.10 Notice of Intent to Award

5.11 Change Orders

5.12 Notice to Proceed

5.13 General Conditions

5.14 Supplemental Conditions (including Drawings, Technical Specifications, Permits, and Additional Information)

5.15 Addenda

   No. 1  Dated  11/19/20
   No. 2  Dated  11/23/20
   No. 3  Dated  12/1/20

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.
Low Battery Restoration Project - Phase II (Ashley Blvd. to Council St.)

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)

______________________________
Gulf Stream Construction Co., Inc.
(CONTRACTOR)
By: ________________________________
   J. Mark Hylton, PE
   President
   (Title)

(SEAL)

______________________________
1983 Technology Drive, Charleston, SC 29492
(Address)

ATTEST:

______________________________
(End of Section 01210)

3 of 3

01210
SECTION 01212 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

________________________________________________________
(Name of Contractor)

________________________________________________________
(Address of Contractor)

________________________________________________________
(Corporation, Partnership, or Individual)

________________________________________________________
(Name of Surety)

________________________________________________________
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto ____________________________

City of Charleston

(Name of Owner)

2 George Street, Charleston, SC 29401

(Address of Owner)

hereinafter called OWNER, in the penal sum of ____________________________

________________________________________________________
(Dollars, ($____________________) in lawful money

of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER, dated the __________ day of __________, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

LOW BATTERY RESTORATION PROJECT – PHASE II (ASHLEY BLVD. TO COUNCIL ST.)

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.
Low Battery Restoration Project – Phase II (Ashley Blvd. to Council Street)

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) Secretary (SEAL)

By: ______________________ (S)

Address

Witness as to Principal

Address

ATTEST:

Surety

By: ______________________ Attorney-in-Fact

(Secretary) Secretary

Address

Witness as to Surety

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners should execute BOND.

IMPORTANT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

(End of Section 01212)
SECTION 01214  PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

__________________________________________________________
(Name of Contractor)

__________________________________________________________
(Address of Contractor)

__________________________________________________________
(an Individual), (a Partnership), or (a Corporation)

__________________________________________________________
(Name of Surety)

__________________________________________________________
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto ________________________________

City of Charleston

(Name of Owner)

__________________________________________________________
2 George Street, Charleston, SC 29401

(Address of Owner)

hereinafter called OWNER, in the penal sum of ________________________________ Dollars, $__________ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER, dated the ______________ day of ______________, 202__, a copy of which is hereto attached and made a part hereof for the construction of:

LOW BATTERY RESTORATION PROJECT – PHASE II (ASHLEY BLVD. TO COUNCIL ST.)

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.
Low Battery Restoration Project – Phase II (Ashley Blvd.to Council St.)

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of ___________________________ 202_.

ATTEST:

(Principal) Secretary (SEAL) _____________________________________________________________________________

Principal

By: __________________________ (S) _____________________________________________________________________________

Address

Witness as to Principal _______________________________________________________________________________________

Address

ATTEST:

(Surety) Secretary (SEAL) ___________________________________________________________________________________

Surety

By: __________________________ Attorney-in-Fact __________________________________________________________________

Address

Witness as to Surety _______________________________________________________________________________________

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

(End of Section 01214)
SECTION 01218  

CERTIFICATE OF OWNER’S ATTORNEY

I, the undersigned, ______________________________, the duly authorized and acting legal representative of ______________________________

do hereby certify as follows:

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

(Signed)

Date: ______________________

(End of Section 01218)
NOTICE OF APPARENT LOW BID

TO: Mr. Mark Hylton, P.E.
Gulf Stream Construction Company, Inc.
1983 Technology Drive
Charleston, SC 29492

PROJECT DESCRIPTION: LOW BATTERY RESTORATION PROJECT – PHASE II
(ASHLEY BLVD. TO COUNCIL ST.)

The OWNER has considered the Bid submitted by you on December 8, 2020, with clarifications on
December 9, 2020, 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 determined to be the apparent low bid for items in the
amount of $11,978,955.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required proofs
of City of Charleston business license, SC contractor’s license, 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 proofs of license and insurance 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 APPARENT LOW BID to the
OWNER.

Dated this 21st day of December, 2020

City of Charleston
By: ____________________________
Matthew Fountain PE, PG
Title: Director of Stormwater Management

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF APPARENT LOW BID is hereby
acknowledged

This the 28th day of December 2020

By: ____________________________
Title: J. Mark Hylton, President
NOTICE OF INTENT TO AWARD

TO: 

-------------------------------------------------------------------------------

-------------------------------------------------------------------------------

PROJECT DESCRIPTION: LOW BATTERY RESTORATION PROJECT – PHASE II
(Ashley Blvd. to Council St.)

The OWNER has considered the BID submitted by you on ________________, 20__, 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 furnish the required CONTRACTOR’S Performance
BOND and Payment BOND within ten (10) calendar days from the date of this Notice to you.

If you fail 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 INTENT TO AWARD to the
OWNER.

Dated this _______ day of __________________, 20__

City of Charleston

By: ________________________________

Matthew Fountain PE, PG

Title: Director of Stormwater Management

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF INTENT TO AWARD is hereby

acknowledged by

This the _______ day of___________________, 20__

By

Title______________________________
City of Charleston  
Construction Change Order

PROJECT:  Low Battery Restoration Project – Phase II (Ashley Blvd. to Council St.)

CONTRACTOR:  

CHANGE ORDER NO.:  

1. Description of the Change Order:
   (Reference any attachments by name and date)

2. Adjustments to the Contract Amount:

   Original Contract Amount ...............................................................$  
   Change by Previously Approved Change Orders .............................$  
   Contract Amount prior to this Change Order .................................$  
   Amount of this Change Order ..................................................$  
   New Contract Amount, including this Change Order .....................$  

3. Adjustments in Contract Time:

   Original Date for Substantial Completion .....................................
   Change in Days by Previously Approved Change Orders ..................... Days  
   Change in Days for this Change Order ......................................... Days  
   New Date for Substantial Completion ........................................

4. Amount of this Change Order performed by MBE...............................$  

Johnson, Mirmiran & Thompson, Inc.  
Architect/Engineer  
235 Magrath Darby Boulevard, Suite 275  
Mt. Pleasant, SC 29464

City of Charleston  
Contractor  
Owner  
80 Broad St  
Charleston, SC 29401

Address  
Address  
Address

Signature  
Signature  
Signature

By:  
By:  
By:  John J. Tecklenburg

Date:  
Date:  
Date:  

8-21-07
Low Battery Restoration Project – Phase II (Ashley Blvd. to Council St.)

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 365 consecutive calendar days thereafter. The date of completion of all WORK is therefore ________________.

________________________________________
City of Charleston  
Owner

By ________________________________
Matthew Fountain PE, PG
Title Director of Stormwater Management

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by ________________________________

this the _______ day of ____________________________, 20__.

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 Intent to 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.
Low Battery Restoration Project – Phase II (Ashley Ave. to Council St.)

**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 affecting 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, sledger, barreling, 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
ATTC  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
<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Full Name</th>
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<tr>
<td>APA</td>
<td>American Plywood Association</td>
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<tr>
<td>API</td>
<td>American Petroleum Institute</td>
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<tr>
<td>APWA</td>
<td>American Public Works Association</td>
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<tr>
<td>ARA</td>
<td>American Railway Association</td>
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<tr>
<td>AREA</td>
<td>American Railway Engineering Association</td>
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<tr>
<td>ARI</td>
<td>Air Conditioning and Refrigeration Institute</td>
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<tr>
<td>ASA</td>
<td>Acoustical Society of America</td>
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<td>ASCE</td>
<td>American Society of Civil Engineers</td>
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<td>American Society of Landscape Architects</td>
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<td>ASQC</td>
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<td>ASSE</td>
<td>American Society of Sanitary Engineers</td>
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<td>ASTM</td>
<td>American Society for Testing and Materials</td>
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<tr>
<td>AVATI</td>
<td>Asphalt and Vinyl Asbestos Tile Institute</td>
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<td>AWI</td>
<td>Architectural Woodwork Institute</td>
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<td>AWPA</td>
<td>American Wood Preservers’ Association</td>
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<td>AWS</td>
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<td>American Water Works Association</td>
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<td>BHMA</td>
<td>Builders Hardware Manufacturers Association</td>
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<tr>
<td>CABRA</td>
<td>Copper and Brass Research Association</td>
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<td>CDA</td>
<td>Copper Development Association</td>
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<td>CEMA</td>
<td>Conveyor Equipment Manufacturers Association</td>
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<td>Compressed Gas Association</td>
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<td>CRSI</td>
<td>Concrete Reinforcing Steel Institute</td>
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<td>Commercial Standards, US Department of Commerce</td>
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<td>CSI</td>
<td>Construction Specification Institute</td>
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<td>DCDMA</td>
<td>Diamond Core Drill Manufacturers Association</td>
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<td>EIA</td>
<td>Electronic Industries Association</td>
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<td>FCI</td>
<td>Fluid Controls Institute</td>
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<td>Factory Insurance Association</td>
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<td>FS</td>
<td>Federal Specification</td>
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<td>Federal Specifications, General Services Administration</td>
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<td>Federal Highway Administration</td>
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<td>Gypsum Association</td>
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<td>IBI</td>
<td>Insulation Board Institute</td>
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<td>IBR</td>
<td>Institute of Boiler and Radiator Manufacturers</td>
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<td>IEEE</td>
<td>Institute of Electric and Electronics Engineers</td>
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<td>IES</td>
<td>Illuminating Engineering Society</td>
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<td>ILIA</td>
<td>Indiana Limestone Institute of America, Inc.</td>
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<tr>
<td>IME</td>
<td>Institute of Makers of Explosives</td>
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<tr>
<td>IP</td>
<td>Institute of Petroleum (London)</td>
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<tr>
<td>IPC</td>
<td>Institute of Printed Circuits</td>
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<tr>
<td>IPCEA</td>
<td>Insulated Power Cable Engineers Association</td>
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<tr>
<td>ISA</td>
<td>Instrument Society of America</td>
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<tr>
<td>ISO</td>
<td>International Organization for Standardization</td>
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<td>ITE</td>
<td>Institute of Traffic Engineers</td>
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<tr>
<td>LIA</td>
<td>Lead Industries Association</td>
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<td>MBMA</td>
<td>Metal Building Manufacturers Association</td>
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<td>MIA</td>
<td>Marble Institute of America</td>
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<td>MLA</td>
<td>Metal Lath Association</td>
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<td>MLMA</td>
<td>Metal Lath Manufacturers Association</td>
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<td>MPTA</td>
<td>Mechanical Power Transmission Association</td>
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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 therefrom. 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 consultant for this project is: Ryan Mattie, PE, Johnson, Mirmiran & Thompson, 843.779.3705.

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 misfitting 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 the 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 Owner of the date and time for such inspection. Where such inspection is to be made at the Contractor's convenience and does not relieve the Contractor from complying with such notice, the Contractor shall be notified in writing and delivered to the Owner 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, guarantees 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 injury or damage 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 to protect its work, such materials shall be removed and replaced at 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 protests 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 therefrom, 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 thereof 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 Contractor's 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 serious 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 oil-tight 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 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 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, greases, 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

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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 ______________________ 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 thereunder.
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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.

**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.
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.

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.

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 EXPRESSLY 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,
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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
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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

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<tr>
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<th>Bodily Injury</th>
<th>Property Damage</th>
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<tbody>
<tr>
<td>Premises and Operations</td>
<td>$1,000,000/occurrence</td>
<td>$1,000,000/occurrence</td>
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<td></td>
<td>$2,000,000/aggregate</td>
<td>$2,000,000/aggregate</td>
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<tr>
<td>Contractor's Protective Liability</td>
<td>$1,000,000/occurrence</td>
<td>$1,000,000/occurrence</td>
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<td>$2,000,000/aggregate</td>
<td>$2,000,000/aggregate</td>
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<tr>
<td>Products Liability, Including Completed Operations Coverage</td>
<td>$1,000,000/occurrence</td>
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<td></td>
<td>$2,000,000/aggregate</td>
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*COI should name the City as an additional insured.

*Explosion, Collapse & Underground (XCU) should not be excluded if the work contemplates this exposure.
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5.11.3 COMPREHENSIVE AUTOMOBILE LIABILITY

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<tr>
<th></th>
<th>Combined single limit</th>
<th>$1,000,000</th>
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<tbody>
<tr>
<td>(includes owned, non-owned and hired car)</td>
<td>Split Limits</td>
<td>Bodily injury per person: $500,000</td>
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<td></td>
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<td>BI per occurrence: $1,000,000</td>
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<tr>
<td></td>
<td></td>
<td>Property Damage: $300,000</td>
</tr>
</tbody>
</table>

5.11.4 WORKERS COMPENSATION

Must fulfill the statutory requirements.

5.11.5 ENVIRONMENTAL LIABILITY

- Per Occurrence: $1,000,000
- Aggregate: $1,000,000

5.11.6 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.
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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 GUARANTEE, and as provided in Subsection 6.8 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
Low Battery Restoration Project – Phase II (Ashley Ave. to Council St.)

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 to 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, expenses, 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 4.13 entitled SAMPLES, shall be furnished by the Contractor at his expense.

7.17 **ACCEPTANCE AND FINAL PAYMENT:** When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, he shall certify completion of the work to the Owner and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, and, upon acceptance by the Owner, the Owner will release the Contractor except as to the conditions of the Performance Bond and the Payment Bond, any legal rights of the Owner, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the Contractor's final Request for Payment. The Contractor shall allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid.

7.18 **ACCEPTANCE OF FINAL PAYMENT AS RELEASE:** The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all
liability to the Contractor other than claims in stated amounts as may be specifically
excepted by the Contractor for all things done or furnished in connection with this Work and
for every act and neglect of the Owner and others relating to or arising out of this Work.
Any payment, however, final or otherwise, shall not release the Contractor or his sureties
from any obligations under the Contract Documents or the Performance Bond and the
Payment Bond.

7.19 DELAYS AND DAMAGES: The date of beginning and the time for completion of the
Work are essential conditions of the Contract Documents and the Work embraced shall
be commenced on a date specified in the Notice to Proceed.

The Contractor will proceed with the Work at such rate of progress to insure full
completion within the Contract Time. It is expressly understood and agreed by and
between the Contractor and the Owner that the Contract Time for the completion of the
Work described herein is a reasonable time, taking into consideration the average
climatic and economic conditions and other factors prevailing in the locality of the Work.
If the Contractor refuses or fails to prosecute the Work, or any separable part thereof,
with such diligence as will insure its completion within the time specified in the Contract,
or any extension thereof, or fails to complete said Work within such time, the Owner may,
by written notice to the Contractor and his Surety, terminate his right to proceed with the
Work or such part of the work as to which there has been delay. In such event the
Owner may take over the Work and prosecute the same to completion, by contract or
otherwise, and may take possession of and utilize in completing the work such materials,
appliances, and plant as may be on the site of the work and necessary therefore
Whether or not the Contractor’s right to proceed with the Work is terminated, he and his
sureties shall be liable for any damage to the Owner resulting from his refusal or failure to
complete the Work within the specified time.

If fixed and agreed liquidated damages are provided in the Contract and if the Owner so
terminates the Contractor’s right to proceed, the resulting damage will consist of such
liquidated damages until such reasonable times may be required for final completion of
the Work together with any increased costs occasioned the Owner in completing the
Work.

If fixed and agreed liquidated damages are provided in the Contract, and if the Owner does
not so terminate the Contractor’s right to proceed, the resulting damage will consist of such
liquidated damages until the Work is completed or accepted, provided that the Owner
reserves the right to elect other remedies available at law or in equity in lieu of liquidated
damages.

The Contractor’s right to proceed shall not be so terminated nor the Contractor charged
with resulting damage if:

7.19.1 The delay in the completion of the Work arises from unforeseeable causes beyond
the control and without the fault or negligence of the Contractor, including but not
restricted to, Acts of God, acts of the public enemy, acts of the Government in
either its sovereign or contractual capacity, acts of another contractor in the
performance of a contract with the Owner, fires, floods, epidemics, quarantine
restrictions, strikes, freight embargoes, unusually severe weather, or delays of
subcontractors or suppliers arising from unforeseeable causes beyond the control
and without the fault or negligence of both the Contractor and such subcontractors
or suppliers; and

7.19.2 The Contractor, within ten (10) days from the beginning of any such delay
(unless the Owner grants a further period of time before the date of final payment
under the Contract), notifies the Owner in writing of the causes of delay.
As used in subparagraph I, above, the term subcontractors or suppliers means subcontractors or suppliers at any time.

The Engineer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in these General Conditions.

The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

(End of Section 01230)
SECTION 01232 SUPPLEMENTAL CONDITIONS

1. CONFLICT OR INCONSISTENCY: If there is any conflict or inconsistency between the provisions of the SUPPLEMENTAL CONDITIONS and the GENERAL CONDITIONS, the provisions of the SUPPLEMENTAL CONDITIONS shall prevail. If there is conflict between the provisions of the GENERAL CONDITIONS and any of the Contract Documents other than the SUPPLEMENTAL CONDITIONS, the provisions of the GENERAL CONDITIONS shall prevail.

2. CONFLICT OF INTEREST: No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiation, making, accepting, or approving any architectural, engineering, inspecting, construction, or material supply contract, or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner who is in any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

3. CONTRACT MODIFICATION: All changes that affect the cost of the construction of the project must be authorized by means of a contract change order. All change orders and contract modifications must be approved by the Owner prior to becoming effective. The contract change order will include extra work, work for which quantities have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units that are different from those shown in the bidding schedule because of final measurements. All changes should be recorded on a contract change order as they occur so that they may be included in the partial payment estimate.

4. TRAFFIC & CONSTRUCTION REQUIREMENTS FOR MURRAY BLVD. / ASHLEY BLVD. / RUTLEDGE BLVD. / COUNCIL ST.

   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. WATER AND SEWER STANDARDS: All materials and workmanship associated with the water and sewer construction shall be in accordance with the latest edition of the “Charleston Water System (CWS) Minimum Standards for the Design & Construction of Water and Wastewater Systems”.

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. Lead free jointing 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.

The contractor shall be responsible for maintaining the same level of flood protection to Murray Blvd. and the surrounding neighborhood as provided by the existing wall at the execution of the contract. The intent is to not reduce the flood protection currently provided by the existing wall height at any time during construction. Means and methods of accomplishing said protection during the execution of the contractor's work are at the discretion of the contractor and to be approved by the City.

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. Work performed on the Commissioners of Public Works owned utilities must be performed by the following pre-qualified contractors:
Low Battery Restoration Project – Phase II (Ashley Blvd. to Council St.)

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Contact</th>
<th>email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anson Construction Company, Inc.</td>
<td>Shari Bensen</td>
<td><a href="mailto:sub@ansonconstruction.com">sub@ansonconstruction.com</a></td>
<td>(843) 556-4411</td>
</tr>
<tr>
<td>Chandler Construction Services, Inc.</td>
<td>John Cecil</td>
<td><a href="mailto:jcecil@chandlerconstruction.com">jcecil@chandlerconstruction.com</a></td>
<td>(864) 680-0262</td>
</tr>
<tr>
<td>Eadie’s Construction Company, Inc.</td>
<td>Kip Crawford</td>
<td><a href="mailto:kp@eadiesconstruction.com">kp@eadiesconstruction.com</a></td>
<td>(843) 200-5169</td>
</tr>
<tr>
<td>R. H. Moore Company, Inc.</td>
<td>Brian Starnes</td>
<td><a href="mailto:brianstarnes@rhmropeco.com">brianstarnes@rhmropeco.com</a></td>
<td>(843) 650-2155</td>
</tr>
<tr>
<td>Triad Engineering &amp; Contracting Co.</td>
<td>Donna Lipinski</td>
<td><a href="mailto:dlipinski@triad-engineering.com">dlipinski@triad-engineering.com</a></td>
<td>(843) 416-1112</td>
</tr>
</tbody>
</table>

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 Revisions.* 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.

<table>
<thead>
<tr>
<th>UTILITY SERVICE OR FACILITY</th>
<th>PERSON TO CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone, Electric, Gas, Cable TV</td>
<td>Palmetto Utility Production Service 1-888-721-7877</td>
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<tr>
<td></td>
<td>Call 3 days prior to digging</td>
</tr>
<tr>
<td>Water &amp; Sewer</td>
<td>Charleston CWS (843) 727-6800 (Ask for Service Department)</td>
</tr>
<tr>
<td></td>
<td>Will send field technician to locate</td>
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</tbody>
</table>

21. **DANGER SIGNALS AND SAFETY DEVICES:** The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades, and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under this Specifications or contract.

22. **ARTIFACTS:** Any historical artifacts that are unearthed during the excavation, removal, or construction of subsurface material are the property of the Owner and shall be immediately turned over. The contractor shall also immediately notify the Owner when items that could be construed as historical are unearthed. Excavation shall be stopped in the area until the Owner notifies the Contractor that excavation may proceed.

23. **PAVEMENT GUARANTEE:** The Contractor warrants to the Owner that all materials and workmanship furnished on roadways are guaranteed in accordance with the terms of the General Conditions, Section 4, General Guarantee, for a period of two (2) years. The Contractor will remedy any settlements or deficiencies of the pavement surface within this period.

24. **CLEAN-UP FOLLOWING WORK:** Contractor will expedite clean-up and restoration work as required by the Contract Drawings and Specifications. To the maximum extent possible, roadways, drives, drainage ditches, and structures will be restored immediately after the wall installation. The restoration or replacement of public or private property should be scheduled as a top priority work item in the execution of this project.

25. **PRE-CONSTRUCTION CONFERENCE:** Prior to construction, a pre-construction conference will be held with representatives of the Owner, Contractor, and the Engineer.

26. **PERFORMANCE STANDARDS:** Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws, or regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor, or any of their Consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, or any of Owner’s Consultants, agent, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work. Where specific standards are not given for materials or installation, the provisions of the South Carolina Department of Transportation standard specifications for highway construction (2000 edition) will apply.
27. **AS-BUILT DRAWINGS:** The Contractor shall, upon completion of the work, furnish to the Owner, a marked set of reproducible drawings showing the field changes affecting the work, as actually installed and as specified under those sections of the specifications, and deliver them to the Owner. The Owner will furnish sufficient prints to the Contractor for marking, free of cost.

28. **SPECIFICATIONS AND DRAWINGS:** The following Drawings and Specifications form a part of this Contract as set forth in Paragraph 1.1, Section 01230, GENERAL CONDITIONS. The Drawings bear the general designation:

**THE DRAWINGS ARE LISTED AS FOLLOWS**

**LOW BATTERY RESTORATION PROJECT – PHASE II**
**(ASHLEY BLVD. TO COUNCIL ST.) DATED 11/08/2020.**

**THE TECHNICAL SPECIFICATIONS**

**SCDOT SPECIFICATIONS**

Unless otherwise noted in the plans or in these specifications, all materials and workmanship shall be in accordance with the latest edition of the “South Carolina Department of Transportation (SCDOT) Standard Specifications for Highway Construction”

**STANDARD CWS SPECIFICATIONS**

- 01001 General Requirements
- 01031 Grades Lines Levels
- 01700 Project Commissioning
- 01710 Cleaning
- 02221 Trench Excavation and Backfill
- 02445 Jack and Bore
- 02616 Repair and Resurfacing
- 02820 Grassing and Lawns
- 11307 Temporary Bypass Pumping System
- 15060 Ductile Iron Pipe and Fittings for Water Mains (TS)
- 15062 Ductile Iron Pipe and Fittings for Sewer Mains
- 15063 Polyvinyl Chloride PVC Sewer Pipe
- 15080 Contractor Installed Water Service
- 15100 Water Valves
- 15109 Fire Hydrant

**SUPPLEMENTAL SPECIFICATIONS**

- 02250 Micropiles
- 02363 Auger Cast Piles
- 033713 Shotcrete
- 06610 Glass Fiber Reinforced Plastic Fabrications
- 313200 Soil Improvement with Polyurethane Material

**PERMITS**

United States Army Corps of Engineers Nationwide Permit SAC-2016-01168
Low Battery Restoration Project – Phase II (Ashley Blvd. to Council St.)

South Carolina Department of Health and Environmental Control OCRM01271
South Carolina Department of Transportation Encroachment Permit Pending
NPDES Permit Pending

ADDITIONAL INFORMATION

“Charleston Seawall Repairs: The Low Battery Seawall Rehabilitation Project”
Report Dated 10-30-15
“Topographic and Hydrologic Survey Along Murray Blvd. Between the U. S. Coast Guard Station and E. Battery St.”
Sealed Survey Dated June 2015, Last Revised 03-19-19

(End of Section 01232)
CITY OF CHARLESTON

LOW BATTERY RESTORATION PROJECT PHASE TWO

To: All Prospective Bidders

Subject: Addendum #1

Date: November 20, 2020

This addendum modifies the Contract Documents only in the manner and to the extent stated herein and on any accompanying drawings. This addendum will become part of the Contract Documents. Except as specified or otherwise indicated by this addendum, all work shall be in accordance with the basic requirements of the Contract Documents.

Bidder shall acknowledge receipt of the Addendum in the space provided on the bid form. Failure to do so may constitute informality in the bid.

a. Changes to prior Addenda
   1. None with this addendum.

b. Changes to Bidding Requirements
   1. The bid form was updated to clarify lump sum items. Please read the bid form carefully and note the following changes:
      
      i. Note 1 was revised to clarify the bids. Unit prices provided in addition to lump sum costs shall be used for any pay adjustments. Payment for items identified to be bid with allowances are subject to increase or decrease based on actual quantities needed.

      ii. Section A.3, Earthwork was revised to be a lump sum Item Cost.

      iii. Section A.5, HDPR Injection description has been revised for clarity.

      iv. Section B.5, Pavements has been revised to reflect a LS price for Bituminous Paving and Base and to provide a unit price for Bituminous Paving and Base.
v. Section B.6, Curbing has been revised to include a larger allowance for new granite curb. It was also revised to a lump sum item and the item description was revised for clarity.

vi. Section B.7, Site Amenities, the railing was revised to be a lump sum with unit costs for adjustment. Benches has also been revised to lump sum.

vii. Section D.4, Storm Drainage Structures was revised to be a lump sum Item Cost.

viii. Section E.1, Piles & Underpinning was revised to be a Lump Sum Item Cost.

ix. Section E.2, Structural Concrete was revised to be a lump sum Item Cost. Concrete Posts – Seaward side units were revised to EA.

x. Section E.3, Seawall Face Cleaning, Repair, & Resurfacing item description and unit costs were revised for clarity. These items were revised to lump sum and unit costs are to be provided for adjustment.

xi. The owners contingency in Section F was revised to $150,000.

c. **Changes to the Specifications**

   Specification 02250 – Micropiles

   1. This specification has been modified to more accurately reflect anticipated conditions along with information obtained during phase I and to clarify design parameters.

   2. The load testing data from micropiles on Phase I has been provided for reference.

d. **Changes to the Drawings**

   1. Sheet S0.01 – Note 14 under “Concrete notes” regarding a water test was removed.

   2. Sheet S1.01 – Corrected the offset dimension from the force main. Revised control joint requirements in the notes.

   3. Sheet S1.02 through S1.04 - Revised control joint requirements in the notes, typical for each page.

   4. Sheet S3.01 & S3.02 – Joint material was clarified in both details.

   5. Sheet S5.01 – Revised control joint callouts on detail 1.

   6. Sheet S5.03 – Revised drainage pipe outfall invert elevation.
7. Sheet S5.04 – Updated detail 1 with revised control joint note. The railing coupler has been removed from detail 10/S5.04. The railing is to be cast into the concrete posts. Revised light pole foundation detail 8/S5.04.
8. Sheet S7.00 – Added details to indicate where the sewer tunnel is located with reference to the depth of the micro piles.
9. Sheet C6.01 – Revised Detail 1/C6.01 to show bluestone curb taper into the concrete post.
10. Sheet C6.07 – references to Julius Blum handrail connections to posts have been removed. Handrail shall be cast into the concrete posts.

e. General Clarifications (from the Pre-Bid Meeting)
1. The following clarifications are provided:
   i. A micropile installation is the only acceptable wall foundation to be entertained as re-design.

f. Clarifications to Written Questions
1. Concrete note 14 on sheet S0.01 references a water test for concrete structures. Is this specific to the water quality structure or the seawall or both? What are the requirements, specifications, durations and limits of test on concrete structure for the water test?

Response: A water test is not required for this structure. The note will be struck from our plans.

2. Structural Plans (S1.01 – S1.04) note 3 states “PROMENADE EXPANSION JOINTS SHALL BE LOCATED WHERE SIDEWALKS ABUT CURBS OR OTHER ADJACENT STRUCTURES, SPACING SHALL NOT EXCEED 60'-0". Is this expansion joint note specific to only the promenade sidewalk or the entirety of the seawall structure? If not, what is the maximum spacing between expansion and/or construction joints perpendicular to the stationing of the wall, if any? What is the minimum spacing from the above-mentioned perpendicular expansion/construction joint from the centerline of the micropile?

Response: Expansion joint material is not required perpendicular to stationing along the structure. The joint requirements are as follows:

- Expansion joint material shall be located in the slab-on-grade parallel to stationing as shown in s3.01 and s3.02.
- Contractor shall provide tooled control joints (perpendicular to stationing) every 10' along the slab-on-grade walkway. Walkway shall be broom finished, per detail 1/s5.04.
3. Concrete note 19 on sheet S0.01 states “EXPOSED CONCRETE, INCLUDING BOTH FACES OF NEW SEAWALL, SHALL BE ALLOWED TO CURE AND THEN FINISHED, ACCORDING TO MANUFACTURER SPECIFICATIONS, WITH "RepCon V/O" MORTAR AS MANUFACTURED BY SpecChem, 1511 BALTIMORE AVE., SUITE 600, KANSAS CITY, MO 64108; OR APPROVED EQUAL.” Is this for all exposed concrete or just both faces new seawall above the 2’ thick bottom slab? What application thickness should be applied for estimating purposes, per manufacturer recommendations this can range from 1/8” to 2” per lift of mortar? Should note 19 be carried in the estimate in place of note 19.1?

Response: The intent of the wall finish for phase II is to provide a smooth-rubbed surface finish which will blend in with the mortar finish from Phase I. However, after observation of the mockup, if this is not possible, the City may elect to continue the mortar face finish through this phase. The mortar product specified is what was used for the wall finish on Phase I. The contractor shall use an equal or better product to obtain the same look as phase I if the mortar finish option is selected. Contractor shall price accordingly. No credits will be given for either of these options.

END OF ADDENDUM 1
CITY OF CHARLESTON
LOW BATTERY RESTORATION PROJECT PHASE TWO

To: All Prospective Bidders

Subject: Addendum #2

Date: November 23, 2020

This addendum modifies the Contract Documents only in the manner and to the extent stated herein and on any accompanying drawings. This addendum will become part of the Contract Documents. Except as specified or otherwise indicated by this addendum, all work shall be in accordance with the basic requirements of the Contract Documents.

Bidder shall acknowledge receipt of the Addendum in the space provided on the bid form. Failure to do so may constitute informality in the bid.

a. Changes to prior Addenda
   1. None with this addendum.

b. Changes to Bidding Requirements
   1. Last questions are now due by close of business on 11/30.
   2. Bids will now be due Tuesday, December 8th at 2:00 PM instead of Monday, November 30th.
   3. Regarding the maximum allowable contractor mark up on change orders related to the CWS utility work:

The CONTRACTOR’s Fee allowed to the CONTRACTOR for overhead and profit on change orders related to the CWS utility work shall be determined as follows:

(a) For costs incurred by the contractor performing the work the CONTRACTOR’s Fee shall be fifteen percent;

(b) For costs incurred, on a subcontract, is on the basis of Cost of THE WORK Plus a Fee, the maximum allowable for the CONTRACTOR on account of overhead and profit on all Subcontractors shall be five percent;
4. The bid form was updated to clarify lump sum items. Please read the bid form carefully and note the following changes:

   i. Section C.1, Sanitary Sewer Replacement quantities and descriptions were revised as highlighted.

   ii. Section C.2, Water Replacement quantities and descriptions were revised as highlighted.

   iii. Section D.3, Storm Drainage Piping was revised to include a unit price for SDR 21 PVC Pipe.

   iv. Section E.1, Piles & Underpinning was revised to include a unit price for steel casing.

   v. Section E.3, Seawall Face Cleaning, Repair & Surfacing, the riprap unit price and class has been revised for clarity.

c. Changes to the Specifications

   1. The following CWS Specifications have been revised and included with this addendum.

      i. 02221 Trench Excavation Backfill – updated to include additional stone backfill and stabilization fabric.

      ii. 15060 Ductile Iron Pipe and Fittings for Water Mains (zinc with v-bio)

      iii. 15063 Polyvinyl Chloride PVC Sewer Pipe (TS)


d. Changes to the Drawings

   1. Sheet C3.03 & C3.04 – Note 1 was revised to clarify the bench model, manufacturer, and quantity.

   2. Sheet C4.01 & C4.02 – The notes were removed from Sheet C4.02 and revised on Sheet C4.01. The note revisions on C4.01 were for the following:

      i. Included contact information for utility companies.

      ii. Provided clarity on what the contractor is required to install with reference to conduit, light pole foundations and handholes.

      iii. Clarification on pipe outfall material.

      iv. Clarification on exact location of check valve in outfall pipe.

   3. Sheet S2.01 – The note “Contractor shall price SCDOT Class C riprap for allowance as noted on the bid form” was added to the sheet.

   4. Sheet S3.01 & 3.02 – The note “Contractor shall price SCDOT Class C riprap for allowance as noted on the bid form” was added to each sheet.
e. General Clarifications (from the Pre-Bid Meeting)
   1. None with this addendum.

f. Clarifications to Written Questions
   1. What is the estimated width of the existing seawall at El. 3.4 to be saw cut? As-built on sheet S7.01 shows a width of ~6", structural sections on sheet S3.02 & S3.01 show a width of ~4'-4" and sheet S2.01 shows a width of ~3'-2". Please advise.

      Response: The phasing sections on S2.01 and the new sections on S3.01 and S3.02 show a conservative, broad representation of potential field conditions. The elevations in the as-built section from the original wall shown on S7.01 did not necessarily align with what was discovered during Phase 1 construction. For bidding purposes and based on what has been discovered during Phase 1 construction, the width of the concrete saw cutting has varied from approximately 36" to 60".

   2. What is the anticipated cross-section area of the existing seawall to be removed above El. 3.4?

      Response: During construction of Phase I, the width of the concrete saw cutting varied from approximately 36" to 60". The approximate height from the top of wall to the sawcut, based on Phase I plans, can be calculated using the elevations on the plans. We are also providing sections with this addendum along specific stations measured from existing conditions during Phase 1.

   3. What is the anticipated coring depth from El. 3.4 to top of wood decking for micropile access? As-built, attached, shows ~0'-10" depth, however structural sections, attached, shows about a depth of ~3'-0". Please advise.

      Response: Based on what has been discovered in Phase 1 construction, we anticipate the depth of coring to be approximately 36" to 60" in depth.

   4. Based on what was encountered in Phase 1 construction/demolition, are we to assume that the existing granite curb that is anticipated to be removed and reused is set in a concrete setting bed?

      Response: Based on what has been discovered in Phase I, we anticipate the curbs along the residential side to be set in concrete similar to details 3.4 and 5 on sheet C6.03. On Phase I, the curbing along the residential side was generally encased in concrete whereas in the median and along the seawall side of Murray, there did not appear to be as much set into concrete.
5. Do you expect there to be multiple layers of existing sidewalk along the residential side of the project to be present in phase 2 as was encountered in Phase 1?

Response: The contractor shall be prepared to remove additional layers of sidewalk along the residential side, similar to what was discovered in Phase 1. Depending on the depth of the sidewalk and final proposed grade, it may be possible to leave any additional sidewalk layers, below the newly proposed sidewalk, in the ground. Please also be aware that brick paving was encountered in portions of the road, below the pavement and base, during utility excavations. The contractor shall be prepared to excavate through this layer as necessary to install utilities.

6. If multiple layers of sidewalk are to be anticipated as were found in Phase 1, is it anticipated that the existing gas line that is to be removed and replaced by others shall be sandwiched in between these layers of sidewalk as was encountered in Phase 1?

Response: Depending on the depth of additional sidewalk layers, the sidewalk layers below the proposed sidewalk, may be able to be left in place. However, the contractor shall plan on removing additional sidewalk layers, as necessary, for Dominion Energy to install the gas line.

7. Is it anticipated that the existing gas line that is to be relocated by others is potentially entangled in the palm tree root systems as was found at the end of the phase 1 project, near where phase 2 begins?

Response: The contractor shall be cautious of removing the palm trees along the residential side prior to relocation of the gas line. It was discovered that the roots of some of the palm trees were intertwined with the existing gas line.

8. Will the company that is responsible for relocating the gas line also be responsible for providing their own backfill should existing soils not be suitable for backfill?

Response: Dominion energy will be responsible for installing the new gas line and providing and installing suitable backfill, if necessary, for relocation of the gas line. Dominion will also be responsible for excavation work associated with installation of the gas line, with the exception of removing any additional sidewalk layers, as noted in #6 above, if necessary.

9. Will the company that is responsible for relocating the gas line be responsible for ensuring their trench is properly backfilled and compacted to project specifications?
Response: See response to comment 8 above.

10. In phase 1, existing asphalt thicknesses ranged from eight inches to two feet thick, what are we to assume for thickness of asphalt to be demolished in phase 2?

Response: The contractor shall assume similar conditions of existing asphalt in Phase II. Borings B11 and B12 indicate 9 in of pavement at the locations they were taken. This varied across the phase 1 site based on where prior work had taken place over the years. There are no current records of the exact thickness.

11. Will stone bedding be required below storm drainage structures (other than the water quality structures) and/or below storm pipe? If so, what thickness of bedding will be required? Will there be an allowance for mucking and stone fill below this thickness if site conditions dictate?

Response: For each inlet structure, the contractor will be required to excavate to suitable subgrade soil as determined by the City’s onsite geotechnical engineer. The contractor will be required to backfill the bottom of the trench with #57 Marine Limestone wrapped in geotextile. For purpose of estimating, Phase I required roughly 2' of additional excavation and stone backfill below the inlets.

12. Shall we assume that the in-situ material is suitable for backfill for storm, water, sewer and/or other structural uses?

Response: The contractor shall assume in-situ material will not be suitable for any backfill.

13. There was a concrete and wooden foundation below the existing storm and sewer lines to be demolished on phase 1, should this also be expected to continue into phase 2?

Response: The contractor shall anticipate removing similar storm and sewer foundation materials for Phase II. During Phase I, the majority of the old pipe foundation was under the sewer lines. Only one small section of storm drain was supported with these foundations. We are expecting these foundations in Phase II to be similar to phase I.

14. Will bypass pumping be required for all existing sewer services between the time that the existing sewer main is demolished and the time that the new sewer main is installed, tested, and accepted by CWS?
Response: Yes, CWS will require the existing sewer services to be bypassed in accordance with their standard specifications during construction. The service connections shall be functional at all times, unless otherwise approved by CWS.

15. There is a variance in the as built plans vs. the construction plans in the elevation of the wall when using the designated scale. On sheet S7.01, when I pull down from EL 9.5 to get to EL 3.4 it puts me down at the bottom close to the timber mat and the wall is 6' thick there which is where the cut line would be. Construction drawing S 2.01 contradicts this. Please advise.

Response: The phasing sections on S2.01 and the new sections on S3.01 and S3.02 show a conservative, broad representation of potential field conditions. The elevations in the as-built section shown on S7.01 did not necessarily align with what was discovered during Phase 1 construction. For bidding purposes and based on what has been discovered in Phase 1 construction, the width of concrete structure remaining after saw cutting was typically closer to approximately 36" to 60".

16. The contract documents, including addendum #1, make it clear that the micropile design shown in the documents represent a minimum design, however the Contractor is responsible for the final design. Does the Engineer of Record, represent that the design shown will meet the site requirements for the load criteria listed?

Response: See response to question 21.

17. The contract documents include soil boring results for various points along the entire Battery Wall (ie Borings 1 thru 11). Is the Contractor to rely on the information listed within the boundaries of Phase II only (ie Boring #4) as representative of the entire phase?

Response: CPT 3 and 4 are located with the Phase II work area. The other CPT boring logs provide additional subsurface investigation data in the area. Contractor shall use this data to determine their means and methods of installation and develop the final micropile design to achieve required loads.

18. The Soil Boring profile revealed in Boring #5 is so drastically different than the profile revealed in Boring 4. Is there any reliance and/or load carrying assumptions made in the design of the micropiles shown in the contract drawings?

Response: See response to question 21.

19. The bid form has a line item for vertical linear feet of micropile. In what instance will this unit price become relevant? Is this unit price to include a pro-rated
amount to cover the cost of the casing in an instance where the owner might request additional piles?

Response: Unit prices provided in addition to lump sum costs shall be used for any pay adjustments. Payment for items identified to be bid with allowances are subject to increase or decrease based on actual quantities needed. A unit price for steel casing has been added to the bid form.

20. There is no unit price for additional soil borings. Will the owner provide additional soil borings if proof testing and/or pre-production testing reveal soil conditions different than contract documents indicate?

Response: Owner will not provide additional soil borings. If contractor feels that additional borings are necessary to support development of or verification of their micropile design and installation methodology, then they are responsible to carry such costs in their bid.

21. The contract documents (in Addendum #1) lists a bond strength of 12 psi for the marl. Is this value to be relied on for the duration of the work performed in Phase II and can it be relied on for the design of the micropiles?

Response: As noted in the specifications, we presented an average bond value over the entire uncased length. This was and is not expected to be uniform and as noted in the questions, the soil conditions may vary along the alignment. The bond value in the Marl is likely to be in the lower range based on experiences in the first phase.

The designers recognize that the bond value in a micropile is highly dependent on the contractor’s final pile configuration and the means and methods used to install the pile. As such, achieving this average presumed bond value can be achieved in many ways. The contractor is free to modify the length, diameter, and grouting methods to achieve the required capacity as noted on the plans.

If the contractor believes additional exploration or testing would be beneficial in optimizing their design of the piles, they are free to do additional exploration at their expense upon project initiation. The designers feel the available information provides a reasonable representation of the generally soft subsurface conditions and the potential variability in this material.

22. The contract documents list a bond strength of 5 psi for sand and sandy silt layers in the Schnabel memo report dated October 20, 2020. Are the sand and sandy silt layers to be assumed to be uniform throughout the project, and what is the assumed strength of the soil that is neither sand, sandy silt, or marl, such as is shown in the Boring #5 which is only approximately 75 feet from the end of project?
Response: See response to question 21.

23. The contract documents reveal the presence and location of the utility tunnel. Is the location shown an absolute location, or is it an approximate location?

Response: The sewer tunnel is approximate which is why there are vertical and horizontal easements. Refer to sheets S1.01, S1.02 and S7.00 for more detail. Additionally, details of the CWS sewer tunnel have been provided by CWS for reference.

24. In the micropile submittal provided in Addendum 1, Section 3.5 Pile Load Tests M.1 states “The pile shall sustain the compression and tension design capacities (1.0 DL) with no more than 0.25 in total vertical movement at the cut off elevation of the pile as measured relative to the pile prior to the start of testing. How should the elastic elongation of the unbonded length of the pile in tension under the loading at 1.0 DL be accounted for if it is greater than 0.25 in?”

Response: The pile shall sustain the compression and tension service design capacities with no more than 0.25 inches total vertical movement at the top of the pile plus the elastic elongation or compression of the debonded length. Hence, the elastic elongation is accounted for in this acceptance criteria.

25. In micropile construction, the amount of grout that is needed to construct the micropiles can vary depending on the soil conditions. Will there be a unit price line item on the bid form for grout averages in the micropiles or is this to be considered in the lump sum price?

Response: There will be no unit price line item for grout averages. All means, methods, and materials to perform the micropile installation shall be accounted for in the contractor’s lump sum pricing as well as in the unit price provided to be used for any bid adjustments. As noted in response to question 5, the grouting volume will be dictated by the Contractor’s means and methods.

26. Section 01110, 28. MBE Program, references MBE/WBE subcontractors certified with the City of Charleston. Is MBE participation contributing towards the project goal limited to City of Charleston MBE/WBE subcontractors or can subcontractors that are registered with other MBE programs such as SCDOT eligible?

Response: Section 01110, Information for Bidders, Item 28 spells out the MBE/WBE requirements. Also see Section 01140, Bid, page 11/16 for contact information for any WBE/MBE questions.

27. Can you please Clarify Bid Item D.2—Street Lighting Infrastructure and Promenade Lighting Infrastructure—Conduit & Boxes? Sheet C6.06 Provides
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Low Bailey Restoration Project Phase Two
November 23, 2020
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details for 3 different types of Electrical Handboxes, can spacing between or EAs be provided for these? Besides Conduit and Boxes, Street Lighting is said to be provided by Dominion Electric, Is Dominion also completing Promenade Lighting?

Response: Handholes will be located at each of the light pole bases and are shown on Sheet C4.01 and C4.02. Handholes will be provided and installed by Dominion Energy in all grass areas. The conduit and connections will be the responsibility of the contractor. At this time, there will be no promenade lighting. Conduit and pull boxes will be installed in the wall for future use.

28. With the proximity to residential properties are there working hour restrictions? Is work Restricted to Monday - Friday?

Response: See Section 01232, Supplemental Conditions, Item 4 for allowable working hours.

29. Can you please clarify the intent of having the contractor input their quantities on the bid form for Storm Drainage, Micropipes, Concrete etc. Are these to be unit price items of Lump Sum items? How can you compare contractors adequately who have different quantities for unit price pay items?

Response: This has been clarified on Addendum #1. Please refer to corrections in the bid form and see Note 1 at the bottom of the bid form.

31. Sheet S2.01 Notes “Contractor is responsible for maintaining existing level of tidal protection afforded by existing wall height...” Does the design for tidal protection need to be stamped by a licensed SC PE?

Response: City and Engineer will make determination about necessity for stamping once the contractor submits a plan. As general guidance, if the means and methods for tidal protection involve a structure, or structural system, (either shop fabricated, or site erected) then a SC PE will be required to stamp the design, drawings and submittal. The City and Engineer reserve the right to require any submittal to be stamped by a SC registered Professional Engineer if deemed appropriate.

31. Sheet C.1.00 – General Notes 12. All Finishes to Match Phase 1 unless otherwise noted. Can you please provide the Finishes from Phase 1? Specific finishes such as bench manufacturer and model?

Response: Specific finishes are called out throughout the plans. The bench model and manufacturer has been added to note 1 on Sheets C3.03 and C3.04.
32. Based on the specs, it looks like none of the new manholes meet the requirements for needing the epoxy liner. Can you verify that none of the new manholes will need to be lined?

Response: The new sanitary MIHs will not be raven (epoxy) coated.

33. For the Riprap Replacement is there a specific class or size requirement?

Response: Contractor shall price SCDOT Class C for the riprap allowance. The bid form has been revised accordingly.

34. Storm drain cross-sections on sheets C4.03 and C4.04 have conflicting material callouts regarding the 36” pipe running from P3-2 to P3-1 and the 30” pipe from P4-2 to P4-1. Profile section P3-3 to P3-1 identifies it to be RCP, elsewhere it is called out to be SDR21 PVC. Can you please confirm this pipe is to be SDR21 PVC or RCP?

Response: The pipe segments from the last structure to the outfall shall be SDR 21 PVC.

END OF ADDENDUM 2
CITY OF CHARLESTON
LOW BATTERY RESTORATION PROJECT PHASE TWO

To: All Prospective Bidders

Subject: Addendum #3

Date: December 1, 2020

This addendum modifies the Contract Documents only in the manner and to the extent stated herein and on any accompanying drawings. This addendum will become part of the Contract Documents. Except as specified or otherwise indicated by this addendum, all work shall be in accordance with the basic requirements of the Contract Documents.

Bidder shall acknowledge receipt of the Addendum in the space provided on the bid form. Failure to do so may constitute informality in the bid.

a. Changes to prior Addenda
   1. None with this addendum.

b. Changes to Bidding Requirements
   1. None with this addendum.

c. Changes to the Specifications
   1. None with this addendum.

d. Changes to the Drawings
   1. None with this addendum.

e. General Clarifications (from the Pre-Bid Meeting)
   1. None with this addendum.

f. Clarifications to Written Questions
   1. Schnabel has provided a minimum design on drawing S7.01. If during the pre-production load test the piles installed to this design do not achieve the required capacity specified on S7.01, will the line item for additional VLF be utilized for addition piles and / or pile length?.
Response: The line item for VLF will be used to pay for additional micropiles, using the VLF cost, only if additional piles are required by the Owner. It is the contractor’s responsibility to develop an installation method to provide the stated load capacity. Past load test results and soil exploration data from the area are provided for the contractor’s use in developing their means and methods to achieve the required capacity. The soil conditions are not uniform and as such the contractor should be prepared to provide the necessary tools and methods to provide the stated pile capacity.

2. The bid form under E.1 Pile & Underpinning has a line item for Micropile Load Tests. Is this a line item for additional Pre-production micropile load tests or additional verification proof micropile load tests?

Response: If additional Pre-production tests are required to verify the contractor’s chosen means and methods, these tests will be at no cost to the owner. This line item is to be used for additional verification tests during pile installation production work if specifically requested by the Owner/Engineer.

3. The specification states in 02250 Micropiles 1.3.A that the ultimate bond strength is to be assumed to be 12 psi for the bond length below the casing. If thru pile testing it is determined that the average ultimate bond strength below the casing is less than 12 psi, will the line item for additional VLF be utilized for additional piles and / or pile length?

Response: The presumed bond value presented is provided for information to the contractor about required capacity. This is not presented as an expectation for uniform capacity in the soils at this site. It is clear from boring and testing logs that the soils vary, and as such will have varying strengths. This information along with past load test results and soil exploration data from the area are provided for the contractor’s use in developing their means and methods to achieve the required capacity. The soil conditions are not uniform and as such the contractor should be prepared to provide the necessary tools and methods to provide the stated pile capacity. For further clarification, contractors are responsible for achieving the stated pile capacity through obtaining the geotechnical bond capacity by their own means and methods of installing the piles. The pile structure and connection details, pile spacing, batters, etc. shown on the plans are to be relied upon for carrying the structure loads provided the proper geotechnical bond capacity is achieved.

END OF ADDENDUM 3
City of Charleston, South Carolina

BUSINESS LICENSE

A LICENSE IS HEREBY GRANTED TO

Gulf Stream Construction Company, Inc
DBA: Gulf Stream Construction Company, Inc
1983 TECHNOLOGY DR
CHARLESTON, SC 29492

DATE OF ISSUE
MD 02 3 2020
DAY 3
YEAR 2020
CLASS 81 238220

LICENSE # EL003336-05-2016

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

Amy L. Wharton
CHIEF FINANCIAL OFFICER
CHARLESTON, SOUTH CAROLINA

Business License Receipt

DATE 02/03/2020
INVOICE # 08155520

LICENSE # EL003336-05-2016

ACCOUNT

Gulf Stream Construction Company, Inc
DBA: Gulf Stream Construction Company, Inc
1983 TECHNOLOGY DR
CHARLESTON, SC 29492
Class: 81
NAICS: 238220

<table>
<thead>
<tr>
<th>Date</th>
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<td>Paid In Full</td>
<td>Check</td>
<td>$54,626.79</td>
</tr>
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</table>

Total Paid $54,626.79

City of Charleston
Revenue Collections
P.O. Box 22009
Charleston, SC 29413-2009

Gulf Stream Construction Company, Inc
DBA: Gulf Stream Construction Company, Inc
1983 TECHNOLOGY DR
CHARLESTON, SC 29492
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Date</th>
<th>Invoice Due Date</th>
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<table>
<thead>
<tr>
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<td>License Renewal Fee</td>
<td>$50.00</td>
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<tr>
<td></td>
<td>Vehicle Decal Fee (Renewal)</td>
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<tr>
<td>1983 Technology Dr Charleston, SC 29492</td>
<td><strong>SUB TOTAL</strong></td>
<td><strong>$119.00</strong></td>
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</table>

**TOTAL** $119.00
The County of Charleston, South Carolina

GULF STREAM CONSTRUCTION CO INC

Has Met All the Requirements of the County of Charleston for Licensing as a
County Contractor

- General Contractor

LIC-008726-2017  01/31/2021
License Number  Expiration Date

02/03/2020  Date of Issue

Building Official

C. H. Simmons
SECTION 01234  CITY OF CHARLESTON LOCAL VENDOR RECOGNITION
AFFIDAVIT

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

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

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

BUSINESS NAME: Gulf Stream Construction Company, Inc.

CHARLESTON STREET ADDRESS: 1983 Technology Drive, Charleston, SC 29492

SIGNATURE: J. Mark Hylton, PE

TITLE: President

Sworn to and subscribed before me at 1983 Technology Dr., Charleston, South Carolina this 8th day of December, 2020.

(Seal)

Notary Public for South Carolina
My Commission Expires 5-26-26
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Frank Newham / Andrew Jones DEPT. Parks-Capital Projects
SUBJECT: LOW BATTERY SEAWALL REPAIRS-PHASE II FEE AMENDMENT #7

REQUEST: Approval of Fee Amendment #7 in the amount of $565,847.00 with Johnson, Mirmiran and Thompson, Inc., for CEI services for Phase II of the Low Battery Seawall Repairs project from Ashley Blvd. to Council St.

COMMITTEE OF COUNCIL: Ways & Means DATE: January 26, 2021

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

<table>
<thead>
<tr>
<th>CPR Committee Chair</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
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<tr>
<td>Corporate Counsel</td>
<td></td>
<td></td>
<td>[Signature]</td>
<td></td>
</tr>
<tr>
<td>Stormwater Mgt Director</td>
<td></td>
<td></td>
<td>[Signature]</td>
<td></td>
</tr>
<tr>
<td>MBE Manager</td>
<td></td>
<td></td>
<td>[Signature]</td>
<td></td>
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</table>

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

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051160-58238

Balance in Account $565,847.00 Amount needed for this item $565,847.00
Project Number CP1526

NEED: Identify any critical time constraint(s).

CFO's Signature: [Signature] Dep CFO Amy White, CF

FISCAL IMPACT: Approval of Fee Amendment #7 will increase the professional services contract by $565,847.00 (from $1,879,851.05 to $2,445,698.05). The funding sources for this project are: Hospitality Funds ($17,087,957.53), Municipal Accommodations Tax Funds ($17,035,177.00), and Charleston County Accommodations Tax Fees ($400,000.00).

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

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

Project: Professional Services for Seawall Repairs – Low Battery Improvement Project

Owner: City of Charleston
Department of Stormwater Management
2 George Street, Suite 2100
Charleston, SC 29401

A/E: Johnson, Mirmiran & Thompson
235 Magrath Darby Blvd, Suite 275
Mount Pleasant, SC 29464

Contract Date: April 28, 2015

To the A/E: You are hereby authorized, subject to contract provisions, to make the following changes:

1. Description of the Contract Amendment:

Please see attached proposal from JMT dated December 30, 2020.

2. Adjustments to the Contract Sum:

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Original Contract Sum</td>
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<tr>
<td>Change by Previously Approved Contract Amendments</td>
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<tr>
<td>Contract Sum prior to this Contract Amendment</td>
<td>$ 1,879,851.05</td>
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<tr>
<td>Amount of this contract Amendment, complete</td>
<td>$ 565,847.00</td>
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<tr>
<td>New Contract Sum, including this Contract Amendment</td>
<td>$ 2,445,698.05</td>
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3. Adjustments in Contract Time:

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<th>New Date</th>
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<td>Original Date for Contract Completion</td>
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<td>Change in Days by Previously Approved Contract Amendments</td>
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<td>456</td>
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<tr>
<td>New Date for Contract Completion</td>
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<td>March 1, 2022</td>
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ARCHITECT/ ENGINEER: [Signature]
Johnson, Mirmiran & Thompson, Inc. (JMT)

DATE: 1/8/2021

OWNER:
[Signature]
John J. Tecklenburg, Mayor

DATE:

(Date)
# Engineering Services Fee Summary - Construction Phase

**Lead Design Firm:** JMT  
**Project:** Low Battery Restoration Project Phase II - Ashley Blvd. to Council St.  
**Project No.:** 14-1139-004

<table>
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<th>Line</th>
<th>Task</th>
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<td>1</td>
<td>Basic Design Services</td>
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<td>2</td>
<td>N/A</td>
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<tr>
<td>3</td>
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<td>4</td>
<td><strong>SUBTOTAL - Basic Design Services</strong></td>
<td>$</td>
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<td>5</td>
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<tr>
<td>6</td>
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<td></td>
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<tr>
<td>7</td>
<td><strong>DESIGN SERVICES DURING CONSTRUCTION</strong></td>
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<tr>
<td>8</td>
<td></td>
<td></td>
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<tr>
<td>9</td>
<td>TASK 13: CONSTRUCTION SUPPORT SERVICES-TRANSITION TO PHASE 2</td>
<td>$ 54,672</td>
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<tr>
<td>10</td>
<td>TASK 14: PROJECT MANAGEMENT, ADMINISTRATION &amp; INSPECTION (Feb 1 to Mar 1)</td>
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<td>TASK 15: SUBMITTAL REVIEWS FOR EOR, RFI's, NCR's</td>
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<td>12</td>
<td>TASK 17: SCHNABEL SUPPORT</td>
<td>$ 40,000</td>
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<td>13</td>
<td>TASK 18: INSIGHT SUPPORT</td>
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<td>14</td>
<td>Construction Related ODC's</td>
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<td><strong>SUBTOTAL - Design Services During Construction</strong></td>
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<td><strong>TOTAL = Design + Construction Services</strong></td>
<td>$ 565,847</td>
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<tr>
<td>Line</td>
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<tr>
<td>1</td>
<td>Basic Design Services</td>
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<tr>
<td>2</td>
<td>N/A</td>
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<tr>
<td>4</td>
<td>SUBTOTAL - Basic Design Services</td>
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<td>5</td>
<td>Percent of cost by firm</td>
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<tr>
<td>7</td>
<td>CONSTRUCTION SUPPORT SERVICES</td>
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<td>TASK 13: CONSTRUCTION SUPPORT SERVICES-TRANSITION TO PHASE 2</td>
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<td>TASK 14: PROJECT MANAGEMENT, ADMINISTRATION &amp; INSPECTION (Feb 1 to Mar 1)</td>
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<td>TASK 17: SCHNABEL SUPPORT</td>
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<td>TASK 18: INSIGHT SUPPORT</td>
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<td>Construction Related ODC’s</td>
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<tr>
<td>16</td>
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<td>Percent of cost by firm</td>
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<td>TOTAL = Design + Construction Services</td>
<td>$429,542</td>
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### JMT

**Construction Related ODC's**

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<th>Item</th>
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<th>Description</th>
<th>Miles</th>
<th>Trips</th>
<th>Travelers</th>
<th>Submissions</th>
<th>Total Cost</th>
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</thead>
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<tr>
<td>Rental Car</td>
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<td>Per Diem Meals</td>
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**Total ODC's** $4,470.00

### Schnabel

**Other Direct Costs**

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<th>Description</th>
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<th>Trips</th>
<th>Travelers</th>
<th>Submissions</th>
<th>Total Cost</th>
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</thead>
<tbody>
<tr>
<td>Geotech Reviews / Consultation</td>
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**Total ODC's** $40,000.00

### Insight

**Other Direct Costs**

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<th>Item</th>
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<th>Miles</th>
<th>Trips</th>
<th>Travelers</th>
<th>Submissions</th>
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<tbody>
<tr>
<td>QA During Construction</td>
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**Total ODC's** $96,305.00

### Name

**Other Direct Costs**

<table>
<thead>
<tr>
<th>Item</th>
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<th>Description</th>
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<th>Trips</th>
<th>Travelers</th>
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</tr>
<tr>
<td>Hotel</td>
<td>$125.00 Per night</td>
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<td>Rental Car</td>
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<td>Per Diem Meals</td>
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**Total ODC's** $0.00

### HN

**Other Direct Costs**

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<tr>
<th>Item</th>
<th>Rate</th>
<th>Description</th>
<th>Miles</th>
<th>Trips</th>
<th>Travelers</th>
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<tr>
<td>Airfare</td>
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<td>0 Travelers</td>
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<tr>
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<tr>
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<td>0</td>
<td></td>
<td>0 Travelers</td>
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<td>$0.00</td>
</tr>
<tr>
<td>Per Diem Meals</td>
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<td>0</td>
<td></td>
<td>0 Travelers</td>
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<td>$0.00</td>
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<tr>
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<td>0</td>
<td></td>
<td>0 Submissions</td>
<td>=</td>
<td>$0.00</td>
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<td></td>
<td></td>
<td></td>
<td>=</td>
<td>$0.00</td>
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</table>

**Total ODC's** $0.00
<table>
<thead>
<tr>
<th>Labor Description</th>
<th>Total Hours</th>
<th>Average Hourly Loaded Rate</th>
<th>Total</th>
<th>Phase Total</th>
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<tbody>
<tr>
<td><strong>TASK 13: CONSTRUCTION SUPPORT SERVICES-TRANSITION TO PHASE 2</strong></td>
<td></td>
<td></td>
<td></td>
<td>$54,672.00</td>
</tr>
<tr>
<td>prep and execute one kick off meeting with follow up</td>
<td>8</td>
<td>$282.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>project systems set up for reporting</td>
<td>8</td>
<td>$225.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>attend public meeting for project kick-off</td>
<td>8</td>
<td>$156.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>contractor coordination for transition from Phase 1 to 2</td>
<td>40</td>
<td>$156.00</td>
<td></td>
<td>$17,320.00</td>
</tr>
<tr>
<td>Phase 1 Additional Const Time beyond contractual date and Phase 1 close-out activities (punch lists, as-built verification, etc.)</td>
<td>160 40</td>
<td>$174.00</td>
<td></td>
<td>$25,680.00</td>
</tr>
</tbody>
</table>

Task
- $0.00
- $0.00
- $0.00
- $0.00
- $0.00
- $0.00
- $0.00
- $0.00
- $0.00
- $0.00
### Project Engineering Fee Estimate

<table>
<thead>
<tr>
<th>Staff Description</th>
<th>Total Hours</th>
<th>Principal</th>
<th>Specialty Engineer</th>
<th>Engin. Design Manager</th>
<th>Deputy Design Manager</th>
<th>Sr. Const. Inspector</th>
<th>Mid Engr / Designer</th>
<th>Junior Engr / Designer</th>
<th>Senior CADD / Tech</th>
<th>Junior CADD / Tech</th>
<th>Admin / Clerical</th>
<th>Other</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Hourly Loaded Rates</td>
<td></td>
<td>$282.00</td>
<td>$225.00</td>
<td>$156.00</td>
<td>$156.00</td>
<td>$130.50</td>
<td>$144.00</td>
<td>$108.00</td>
<td>$120.00</td>
<td>$81.00</td>
<td>$48.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Labor Task</th>
<th>Total</th>
<th>Phase Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>PM attendance at weekly Contract meetings - assume one 2 hour meeting each week for one year (52 weeks) (door to door)</td>
<td>104</td>
<td>$16,224.00</td>
</tr>
<tr>
<td>PM Monthly Project Management of 4 hours/week for 1 year of Const</td>
<td>208</td>
<td></td>
</tr>
<tr>
<td>PM monthly pay app review-assume 2 hours/month</td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>Const Inspection for 1 year 8 hours per day x 5 days/week x 52 weeks inclusive of on-site inspection, reporting, testing, pay application reviews and project administration</td>
<td>2080</td>
<td>$271,440.00</td>
</tr>
<tr>
<td>Task</td>
<td>$0.00</td>
<td></td>
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<td>Task</td>
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<td>Task</td>
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<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Task</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>
### Project Engineering Fee Estimate

#### Task 15: Submittal Reviews for EOR, RFI’s, NCR’s

<table>
<thead>
<tr>
<th>Staff Description</th>
<th>Principal Engineer</th>
<th>Specialty Engineer</th>
<th>Engin. Design Manager</th>
<th>Deputy Design Manager</th>
<th>Sr. Const. Inspector</th>
<th>Mid Engr / Designer</th>
<th>Junior Engr / Designer</th>
<th>Senior CADD / Tech</th>
<th>Junior CADD / Tech</th>
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<th>Other</th>
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<tbody>
<tr>
<td>Total Hours</td>
<td>20</td>
<td>0</td>
<td>50</td>
<td>0</td>
<td>0</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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</tr>
</tbody>
</table>

#### Average Hourly Loaded Rates

| Rate (USD/Hour) | $282.00 | $225.00 | $156.00 | $156.00 | $130.50 | $144.00 | $108.00 | $120.00 | $81.00 | $48.00 | $0.00 | $0.00 |

#### Labor Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Hours</th>
<th>Phase Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shop drawings and product submittals - assume all within first 6 months of project - assume two per week with 6 hours review and comment resolution time each</td>
<td>20 0 50 0 531 0 0 0 0 0 0 0 0</td>
<td>$20,368.00</td>
</tr>
<tr>
<td>RFI’s for 1 year constr. duration - assume 2/week @ 6hrs</td>
<td>20 50 375</td>
<td>$62,377.50</td>
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Total Labor Costs: $82,735.50
### Task 17: Schnabel Support

<table>
<thead>
<tr>
<th>Staff Description</th>
<th>Total Hours</th>
<th>Labor</th>
<th>Average Hourly Loaded Rates</th>
<th>Total</th>
<th>Phase Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer</td>
<td>0</td>
<td>$282.00</td>
<td>$282.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specialty Engineer</td>
<td>0</td>
<td>$225.00</td>
<td>$225.00</td>
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<tr>
<td>Design Manager</td>
<td>0</td>
<td>$158.00</td>
<td>$158.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deputy Design Manager</td>
<td>0</td>
<td>$156.00</td>
<td>$156.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Engr. Designer</td>
<td>0</td>
<td>$174.00</td>
<td>$174.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mid Engr. Designer</td>
<td>0</td>
<td>$144.00</td>
<td>$144.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Junior Engr. Designer</td>
<td>0</td>
<td>$108.00</td>
<td>$108.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior CADD Tech</td>
<td>0</td>
<td>$120.00</td>
<td>$120.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Junior CADD Tech</td>
<td>0</td>
<td>$81.00</td>
<td>$81.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admin / Clerical</td>
<td>0</td>
<td>$48.00</td>
<td>$48.00</td>
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<td>Other</td>
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<tr>
<td>Other</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total hours: 0

Total: $0.00
### Project Engineering Fee Estimate

#### Labor

<table>
<thead>
<tr>
<th>Staff Description</th>
<th>Total Hours</th>
<th>Average Hourly Loaded Rates</th>
<th>Total</th>
<th>Phase Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer</td>
<td>0</td>
<td>$282.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Deputy Manager</td>
<td>0</td>
<td>$225.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Senior Engr./Design</td>
<td>0</td>
<td>$156.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Mid Engr./Designer</td>
<td>0</td>
<td>$174.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Junior Engr./Designer</td>
<td>0</td>
<td>$144.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Senior CADD/Techn</td>
<td>0</td>
<td>$108.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Junior CADD/Techn</td>
<td>0</td>
<td>$120.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Admin/Other</td>
<td>0</td>
<td>$81.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>0</td>
<td>$48.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>Other</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
January 4, 2020

J. Frank Newham
Senior Engineering Project Manager
Department of Stormwater Management
2 George Street, Suite 2100
Charleston, SC 29401
Phone: (843) 724-3713
newhamj@charleston-sc.gov

RE: Low Battery Rehabilitation – Phase II Construction Support
    JMT Job No. 14-1139-005

Mr. Newham:

With Phase II of the Low Battery Improvement Project being successfully bid, and planning to start construction soon, JMT is now prepared to commence with our Low Battery Phase II Construction Management role. It is our understanding that the City wishes JMT to provide similar services to what was provided by JMT for Phase 1 of the project.

This letter is to request a T&M contract modification (Amendment 7) in the amount of $565,847.00 for the Phase II Construction Management Services for Phase II of the project from Ashley Avenue to Council Street. For purposes of setting this budget, we have assumed a construction management service period from Feb 1, 2020 to March 1, 2022 (456 days).

Please find attached 3 signed originals of the City’s Contract Amendment form along with the proposed scope and fee estimate.

If you have any questions or need further information, please do not hesitate to contact me at 843-556-2624 or joconnor@jmt.com.

JOHNSON, MIRIMIRAN & THOMPSON, INC.

Jim O’Connor, P.E.
Vice President
COMMITTEE / COUNCIL AGENDA

TO:     John J. Tecklenburg, Mayor
FROM:   Geona Shaw Johnson
        DEPT. Housing and Community Development
SUBJECT MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF CHARLESTON AND DAYS INN OF THE CITY OF CHARLESTON, A HILTON CORPORATION.
REQUEST: Mayor and City Council approval are requested to approve a Memorandum of Agreement between the City of Charleston and Days Inn, a Hilton Corporation to provide hotel rooms for individuals and families transitioning from homelessness. Persons provided the temporary shelter are clients of nonprofit organizations that have entered into a partnership agreement with the City of Charleston and conduct the necessary support for each individual or family. The City of Charleston provides the funding for the rooms through the Community Development Block Grant Cares Act Funding.

COMMITTEE OF COUNCIL: Ways and Means    DATE: January 26, 2021

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

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing &amp; Community Dev</td>
<td>☑️</td>
<td></td>
<td>Geona Shaw Johnson</td>
<td>☑️</td>
</tr>
<tr>
<td>Corporation Counsel</td>
<td>☑️</td>
<td></td>
<td>John J. Tecklenburg</td>
<td></td>
</tr>
</tbody>
</table>

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

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

Balance in Account $200,000  Amount needed for this item $200,000.00

NEED: Identify any critical time constraint(s):
CFO's Signature: ____________________________

FISCAL IMPACT:
Mayor's Signature: ____________________________ John J. Tecklenburg, Mayor

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

This Memorandum of Agreement is made and entered into, effective on the 1st day of January, 2021, by and between the following entities, collectively referred to as the “Parties”:

- The City of Charleston, a municipal corporation under the laws of the State of South Carolina (hereinafter referred to as the “City”); and
- ____________________________, a corporation under the laws of ____________, d/b/a Days Inn by Wyndham Charleston Historic District (hereinafter referred to as the “Days Inn”).

WHEREAS, the City wishes to provide temporary accommodations on a weekly basis to individuals/families who are unsheltered in the City of Charleston until they can be admitted to shelters or more permanent housing becomes available; and

WHEREAS, Days Inn agrees to provide rooms to the City for such use on an as-needed basis; and

WHEREAS, the Parties wish to formalize their understanding of the responsibilities and obligations of the Parties with respect to this arrangement.

NOW, THEREFORE, in consideration for the promises of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

1. Term of Agreement; Renewal. The initial term of this Agreement shall commence on January 1, 2021 and terminate on December 31, 2021 (the “Term”). The Agreement may be renewed upon the written agreement of the Parties.

2. Use of Days Inn Facility. Subject to the terms and conditions of this Agreement, Days Inn shall provide accommodations to the City as follows:

a. Days Inn shall provide rooms on an as-needed basis to City, subject to availability, at its Facility located at 155 Meeting Street, Charleston, SC 29401 (the “Premises”);

b. Individuals and/or families shall have tested negative for COVID-19 prior to admittance as Occupants at the Premises;

c. The City will authorize all Occupants’ admission to the Premises;

d. The City shall have access to and use of the Premises twenty-four (24) hours per day, seven (7) days per week while occupied during the Term;

e. Occupants’ accounts will be on a cash basis only. Occupants will not have charging privileges to buy items from the Market or post any miscellaneous fees to their rooms.

3. Fees. The Fee for using the Premises as described in this Agreement is Fifty-four and no/100 Dollars ($54.00) plus tax per occupied unit, per day. Days Inn agrees to waive all parking fees. The City shall promptly be notified of any Occupants’ departure and shall not be charged a
Fee for any unoccupied unit. Payment shall be made on a monthly basis. Days Inn shall invoice the City on the 1st day of the month for the number of units used during the preceding month. The City shall submit payment for each invoice within thirty (30) days from date of the City’s receipt of an invoice.

4. Services, Utilities and Supplies.

a. **Days Inn Responsibilities.** Days Inn, at Days Inn’s sole cost and expense, during the Term of this Agreement shall furnish the following services, utilities, and supplies to the Premises occupied by the City:

   i. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories.
   ii. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for City’s operations.
   iii. Television, telephone, microwave and refrigerator in each guest room.
   iv. Toiletries including, shampoo, conditioner, soap, toilet paper and tissues, to be stocked in the guest rooms in advance of occupancy.
   v. Clean linens/towels to be stocked in the guest rooms in advance of occupancy.
   vi. Laundry service for soiled linens and towels.
   vii. Provide vacuum cleaner and other cleaning supplies for Occupants’ use during occupancy.
   viii. Provide regular cleaning service at the end of each occupancy of a room.
   ix. Trash disposal.
   x. Provide a point of contact for maintenance issues and coordination with City.
   xi. Conduct weekly inspections of the assigned units and promptly notify the City’s Community Liaison and Homelessness Coordinator of any issues or concerns that could result in possible damage.

b. **City Responsibilities.** City, at City’s sole cost and expense, during the Term of this Agreement shall furnish the following services and supplies to the Premises occupied by the City:

   i. Coordinate COVID-19 testing of all Occupants prior to being assigned a room.
   ii. Meals delivered to occupied units once per day.
   iii. Regular case management support to Occupants via telephone or in person.
   iv. City’s Community Liaison and Homelessness Coordinator will serve as the City’s point of contact.

5. **Behavior of Occupants.** The City shall be responsible for ensuring that all Occupants are familiar with “Housing Program Expectations” attached hereto as “Exhibit A” and incorporated herein by reference. Any individual who fails to comply with these guidelines or any State, Federal, or local law or ordinance shall be removed at the direction of the City. If needed,
designated City staff will coordinate with Charleston Police Department to have an individual escorted off of Days Inn property.

6. **Damages.** The City shall reimburse Days Inn for any repairs for damages within or to any accommodations or furnishings caused by Occupants' neglect or abuse, normal wear and tear excepted, to the extent such costs are not covered and paid by Days Inn's insurance; provided, however, that in no event shall City be liable for damages in an amount which exceeds $300.00 per room. The City shall have the right to self-perform any necessary repairs, or to take any other remedial action, to the Premises.

7. **Early Termination.** Either Party may terminate this Agreement without cause upon giving written notice to the other Party at least thirty (30) days prior to the date when such termination shall be effective.

8. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of South Carolina, without regard to its choice of law principles. In the event of a dispute between the Parties to this Agreement regarding or related to the terms and provisions contained herein, the Parties mutually agree that the sole venue for any such dispute shall be the State or Federal courts located in Charleston County, South Carolina.

9. **Liability.** To the extent permitted under South Carolina law and without waiving sovereign immunity, each Party agrees to be responsible for any negligent acts or omissions by or through itself or its employees and each Party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing herein will impute or transfer any such responsibility from one Party to the other.

10. **Insurance.** The City agrees to maintain insurance coverage to the limits of liability as set forth in the South Carolina Tort Claims Act (S.C. Code Ann. § 15-78-10 et seq., as amended). Days Inn agrees to maintain general liability and property damage insurance coverage in the amount of at least One Million ($1,000,000.00) Dollars with a written endorsement naming the City of Charleston as an additional insured. Proof of insurance shall be provided immediately upon request of either Party.

11. **Relationship of Parties.** This Agreement shall not be construed to create a partnership, employer-employee, joint venture or agency relationship between the Parties, and the Parties shall remain independent at all times.

12. **Integration and Modification.** This Agreement contains the entire agreement and understanding between the Parties and supersedes all prior and contemporaneous oral and written agreements, understandings, inducements, promises, and conditions between the Parties regarding their subject matter. The Parties acknowledge and understand that all negotiations, terms, and agreements are contained herein and that the Agreement cannot be altered or modified unless such modification is in writing and executed by an authorized representative of each Party.
13. Construction. The Parties agree that the rule of construction that any ambiguity shall be construed against the drafting party shall not apply to any dispute arising under or relating to the Agreement.

14. Severability. In case one or more of the provisions contained in the Agreement should be held invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality, and enforceability of such provision or provisions shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or thereby impaired.

15. Non-Assignment Provision. The City shall not have the right to assign, sell, convey, or otherwise transfer any rights or interests granted in the Agreement to any person or entity without the prior written consent of Days Inn, and any unauthorized assignment, sale, conveyance, or transfer shall be null and void.

16. Force Majeure. If the Premises is damaged or made unavailable from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of Days Inn, including, without limitation, acts of God, acts of terrorism, fires, floods, epidemics or pandemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as authorized in the Agreement, Days Inn is hereby released by the City from any damages so caused thereby.

17. Notices. All notices provided for in this Agreement shall be in writing and shall be deemed to be given when sent by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to City: If to Days Inn:

City of Charleston Department of Housing
and Community Development
75 Calhoun Street, Suite 3200
Charleston, SC 29401

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to a Party may be changed by giving written notice to the other Party.

18. Signatures. The undersigned individuals represent that they are authorized to sign and bind the respective Parties to this Agreement.

[Signature page to follow]
IN WITNESS WHEREOF, the Parties execute this Agreement on this ___ day of January, 2021.

APPROVED:

DAYS INN

By: ______________________
 Its: ______________________

APPROVED:

CITY OF CHARLESTON

By: John J. Tecklenburg
 Its: Mayor
Exhibit A

Housing Program Expectations

I understand that I am expected to:

1. Take a COVID-19 test prior to being issued a room. If I choose not to participate in the test, I understand that I will not be assigned a room and will be removed from consideration for this program.

2. Wait for my COVID-19 test results. Within a few days after I am tested for COVID-19, I will receive my results. If the results are negative, I will be assigned a room. For the safety of others, if the results are positive, I will be put in isolation. Details related to this will be communicated to me as necessary.

3. Under no circumstances, allow any other individual into my assigned room. If I am ever found to have let someone into the building, I understand that I will be asked to leave my assigned room and will be removed from this program.

4. Minimize in-person contact with others whenever possible so that I reduce the risk of contracting COVID-19.

5. Wear a mask whenever I leave my assigned room so that I reduce the risk of contracting COVID-19.

6. Answer all calls to the phone in my assigned room. This is how my appointment times will be communicated to me and how I will receive daily check-ins and housing support. If I choose not to answer my phone, I understand that I may be asked to leave my assigned room and be removed from this program.

7. Work daily on ending my homelessness by obtaining permanent housing. I agree to do this work by engaging with my caseworker who will check on me regularly as well as on my own as I’m able. If I choose to not work on my housing situation, I understand that I may be asked to leave my assigned room and be removed from this program.

8. Demonstrate responsibility for myself, my children, my actions, and my housing plan.

9. At all times supervise my child/children and/or any minor(s) under my care and ensure that they comply with these Housing Program Expectations. I understand that no child care will be provided and I assume full responsibility for my child/children and/or any minors under my care.

10. Treat other guests, clients, staff, volunteers and others respectfully at all times. If I am disrespectful to others, I understand that I may be asked to leave my assigned room and be removed from the program.
11. Abstain from behavior that is illegal, disruptive, or unacceptable to others. Examples include: verbal, physical, or sexual harassment, threats and/or violent behavior, intentionally being nude in public areas, possessing weapons, distributing or using illegal drugs, possession of and/or use of alcoholic beverages by minors, etc. If I engage in any of these behaviors, I understand that I will be asked to leave my assigned room and removed from the program.

12. Only smoke in designated smoking areas. If I smoke in my room, I understand that I may be asked to leave my assigned room and be removed from the program.

13. Raise any concerns I have with my caseworker who will be checking in with me regularly. I understand that my caseworker will attempt to address my basic needs as they’re able.

14. Keep my assigned room clean. I understand that excessive damage to my room will result in me being asked to leave my assigned room and removed from the program.

I understand that:

a. Each day I will be delivered 3 meals (breakfast, lunch and dinner) sometime between 10:30am 11:30am. Someone will knock on my door and deliver my meals.

b. My caseworker will be checking in with me regularly via telephone or in person to assist me in working on housing and to attempt to ensure my basic needs are met.

c. I am responsible for laundering my own clothes. The closest laundromat is College Laundromat at 226 Calhoun Street.

d. If I have a vehicle and don’t keep the parking pass I receive from the front desk displayed in my vehicle and up to date, my vehicle may be towed at my expense.

My signature below indicates that I have read or have had read to me the Housing Program Expectations. I also understand that there may be consequences for not following through on these expectations, including removal from the program.

Client Signature: ___________________________ Date: ____________

Staff Signature: ___________________________ Date: ____________
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Joe Swaim / Andrew Jones DEPT. Stormwater Management

SUBJECT: HUGER STREET DRAINAGE IMPROVEMENTS PHASE I CONSTRUCTION CONTRACT

REQUEST: Approval of a Construction Contract with Gulfstream Construction Company in the amount of $5,266,974.52 for the improvement of surface collection and conveyance system of stormwater at the Huger St./King St. intersection. Construction will also upsize select drainage pipes in the road in preparation for a future pump station. CWS has included their previously planned water line replacement to avoid additional road closure/interruption and reduce future repaving/roadwork.

With the approval of the project budget, Staff is authorized to award and/or amend contracts less than $40,000.00, to the extent project contingency funds exist in the Council Approved Budget.

COMMITTEE OF COUNCIL: Ways & Means DATE: January 26, 2021

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

CPR Committee Chair Yes N/A Signature of Individual Contacted Attachment
Corporate Counsel ☑
Dir. of SW Management ☑
MBE Manager ☑

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

If yes, provide the following: Dept/Div SW Mgmt-Proj. Mgmt Acct # 050370-52240

Balance in Account $5,266,974.52 Amount needed for this item $5,266,974.52

NEED: Identify any critical time constraint(s).

CFO’s Signature: 

FISCAL IMPACT: Approval of this Construction Contract will institute a project budget of $6,926,407.52 of which $5,266,974.52 will be obligated for the contract. The funding source for this project are: Cooper River Bridge TIF ($1,157,141.00), SCRIA Grant ($499,292.00), CWS Contribution ($1,866,820.55) and the Drainage Fund ($3,413,153.97).

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.
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| FUNDING SOURCES | YEAR | SOURCE | AMOUNT | RECEIVED |  |
|-----------------|------|--------|---------|----------|
| Cooper River Bridge TIF | 1,157,141.00 | - |  |
| SDDIA Grant | 499,292.00 | - |  |
| CWS | 1,856,826.00 | - |  |
| Drainage Fund | 3,415,153.97 | - |  |
|  |
| TOTAL FUNDING | 6,926,407.52 | - |  |

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COMMITTEE ON WAYS AND MEANS
GENERAL FORM

TO: Committee on Ways and Means
DATE: January 26, 2021

FROM: Julia Copeland
DEPT: Legal

ADDRESS: N/A

PROPERTY OWNER: City of Charleston

Request approval for the Mayor to execute attached Memorandum of Agreement between the City of Charleston and Area Convention and Visitors Bureau for the purpose of installing, maintaining and removing decorative planters hanging from light posts along King Street commercial corridor.

ACTION REQUEST:

ORDINANCE: Is an ordinance required? Yes [ ] No [X]

COORDINATION: The request has been coordinated with:
All supporting documentation must be included

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<thead>
<tr>
<th>Department Head</th>
<th>Signature</th>
<th>Attachments</th>
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<td>Chief Financial Officer</td>
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<td>[ ]</td>
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<tr>
<td>Director Real Estate Management</td>
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FUNDING: Was funding needed? Yes [ ] No [X]
If yes, was funding previously approved?* Yes [ ] No [ ]

*If approved, provide the following: Dept/Div. ____________ Acct: ____________
Balance in Account ______________ Amount needed for this item ____________

NEED: Identify any critical time constraint(s).
MEMORANDUM OF AGREEMENT

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

This Memorandum of Agreement (the "MOA") is executed by and between The Charleston Area Convention and Visitors Bureau ("CVB"), and the City of Charleston, a South Carolina municipal corporation (the "City"). CVB and the City shall be collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the City owns and/or maintains certain decorative light poles along real property commonly known as King Street, more particularly shown on Exhibit 1, attached hereto and incorporated herein by reference ("King Street");

WHEREAS, the City desires to increase foot traffic along the King Street shopping corridor by creating an attractive ambiance along the public right-of-way.

WHEREAS, the CVB desires to implement and maintain a beautification project along a portion of King Street in the Central Business District to promote and encourage the public to visit and shop on King Street and at other downtown merchants. Said beautification project being more particularly described in Exhibit 2, attached hereto and incorporated herein by reference;

WHEREAS, the Parties routinely cooperate with each other on projects and enjoy a longstanding relationship, during which time the Parties have collaborated on various projects to promote the social and economic well-being of the constituents of each;

WHEREAS, the Parties realize that by working together they can create benefits inuring to both Parties at a reduced cost.

WHEREAS, in keeping with the collaboration that has existed between the Parties over the course of many years, the Parties have consulted and agreed to work together to implement a year-long beautification project along the King Street Corridor for 2021 ("Project"); and

WHEREAS, the purpose of this MOA is to memorialize the terms of the Agreement between the Parties to work together to accomplish the successful implementation of the Project.

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Obligations of the CVB. The CVB's obligations shall be as follows:
a. The CVB agrees to implement the Project by supplying all hanging baskets, hardware, materials, tools, labor, and expertise to safely erect decorative baskets on approved City light poles over the public right-of-way along King Street.

b. The CVB agrees to maintain the decorative baskets in a safe, clean, orderly, and aesthetically pleasing manner and acquire City approval prior to making any material changes;

c. Unless the CVB and the City enter into an annual light pole decorative agreement before January 11, 2022, the CVB agrees to remove all hanging baskets by January 12, 2022;

d. The CVB will be responsible for any damage to the light poles arising from the installation, maintenance and removal of the baskets and will safely store the baskets after they are removed at no cost to the City;

e. The CVB recognizes the potential hazards to the CVB, the CVB’s employees or agents and to others arising from it work in the vicinity of the City’s electric power lines and/or equipment and from working adjacent to and in the public right-of-way and its employees will be trained and agree to work in a safe and workmanlike manner;

f. The CVB agrees that it will access the City’s property only through now existing City or State rights-of-way;

g. The CVB agrees that it may not store, or allow to be stored, any equipment, or materials on or within the public right-of-way without permission from the appropriate authority;

h. The CVB agrees that it will take all safety precautions necessary to protect the general public and invitees while installing, maintaining, and removing the Project;

i. The CVB agrees that under no circumstances does this MOA permit or provide approval for any attachments to City poles without prior approval from the City. Prior to any work, CVB shall submit a request for permission to hang or alter existing attachments prior to any action;

j. CVB acknowledges that the City reserves the right to approve the location of poles to be used for the Project and the City may reject any use of its light poles for any reason or to request that the CVB change or remove an attachment at any time for any reason. Failure to comply with this provision of the MOA may jeopardize authorization for future requests to utilize City poles for attachments and result in the removal of all attachments by the City;
k. The CVB shall be responsible for creating and implementing a sponsorship program to secure sponsors to fund the maintenance of any beautification project.

l. The CVB shall be responsible for administering any and all maintenance, including but not limited to repair and replacement.

m. The CVB agrees that the light poles that are identified on Exhibit 1 are the City’s property and are operated by Dominion Energy. Either the City or Dominion Energy may request the removal of a decorative basket and its accompanying hardware at no cost to the City or Dominion. The CVB agrees to accommodate all removal requests pursuant to this paragraph within twenty-four (24) hours of receiving such request.

n. In the event of a Category three or greater storm event, or any weather event where excessive wind could damage the baskets or poles, CVB agrees to remove the baskets, with or without the request of Dominion Energy or the City, in an expeditious, safe and efficient manner. CVB will provide to the City a copy of the agreement, if any, with a company retained to perform this task.

2. **Obligations of the City.** The City’s obligations shall be as follows:

   a. The City agrees to promptly review and will not unreasonably withhold approval of CVB submittals.

   b. The City agrees to grant agents of CVB permission to enter onto City property to install and remove attachments.

   c. The City will support the City’s efforts to secure additional funding for the Project from Dominion Energy.

3. **Indemnification.**

   a. The Parties to this Agreement shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney’s fees) which may arise out of the acts or failures to act, of their respective employee or agents, in connection with the performance of this MOA.

   b. Except for expenses or liabilities incurred by the CVB arising from the gross negligence of the City, the CVB hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities, including but not limited to damage to the light poles, arising out of the performance or default of this MOA.
4. **Insurance Requirements.** The Parties to this MOA shall carry liability insurance during the term of this MOA which provides coverage for any damage to person or property caused by its use of the subject area, with the minimum policy limits being not less than Three Hundred Thousand and No/100 ($300,000) Dollars for injuries or death sustained by one person, Six Hundred Thousand and No/100 ($600,000) Dollars for injuries or death sustained in one occurrence, and Three Hundred Thousand and No/100 ($300,000) Dollars for property damage, or such other minimum statutory caps for liability as may be established by the South Carolina Tort Claims act, as the same may from time to time be amended. CVB will provide proof of the City being added as an additional insured for this Project.

5. **Governing Law.** This MOA shall be construed and enforced in accordance with the laws of the State of South Carolina.

6. **Effective Date.** This MOA will become effective when all parties have signed it. The date of this MOA (the “Effective Date”) will be the date this MOA is signed by the last party to sign it (as indicated by the date associated with that party’s signature).

7. **Termination.** Either party may terminate this agreement for any reason at any time for the convenience of the terminating party. No damages for a termination shall be awarded.

8. **Entire Agreement.** This Agreement is the entire agreement between the City and CVB as to all subject matter included in this Agreement.

IN WITNESS WHEREOF, Charleston Area Convention and Visitor Bureau has caused these presents to be executed as of the date set forth below.

Signed, Sealed and Delivered in the Presence of:  

First Witness  

Second Witness  

CVB

By:  

Print Name: C. Douglas Warren  

Its: Vice Pres.  

Date: 1/13/2021

IN WITNESS WHEREOF, the City of Charleston has caused these presents to be executed as of the date set forth below.
Signed, Sealed and Delivered in the Presence of:

CITY OF CHARLESTON, also known as the CITY COUNCIL OF CHARLESTON

By: _______________________________
Print Name: John J. Tecklenburg
Its: Mayor
Date: ______________________________

First Witness

Second Witness
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<th>Move to</th>
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Map Key
Red Circles - traffic light poles - no baskets
White circles - decorative street light poles - no baskets
    circles - decorative street light poles with baskets
    circles with red X's - decorative street light poles with baskets that will be moved
O yellow circle current baskets
X Baskets that need to move
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