COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Brady

2. Approval of Minutes:
   May 25, 2021

3. Bids and Purchases

4. Human Resources Department: Approval to submit the CDC Closing the Gap with Social Determinants of Health Accelerator Plan Grant in the amount of $125,000 to address health disparities and chronic diseases. No City match is required.

5. Recreation Department: Approval to submit a grant application to offer the USDA Summer Foods Service Program. The effective date will be June 21, 2021. Funding is provided through the SC Department of Education to the City of Charleston as the local sponsoring agency. Due to time constraints, this grant was submitted on June 1st. No City match is required. This is an after-the-fact approval.

6. Budget Finance and Revenue Collections: An ordinance to amend the Public Infrastructure Improvements Agreement dated as of September 15, 2015, as amended, between the City of Charleston, South Carolina and Highland Resources, Inc., as successor to Ashley River Investors, LLC; and other matters relating thereto.

7. Budget Finance and Revenue Collections: An ordinance providing for and approving a Public Infrastructure Improvements Agreement between the City of Charleston and Morrison Yard Owner, LLC, a Delaware Limited Liability Company and TKC-ODP Morrison LLC, a South Carolina Limited Liability Company; and other matters relating thereto.

8. Police Department: Approval of an application to the FY21 Paul Coverdell Forensic Science Improvement Grants Program to fund $55,512 for two (2) indirect contact narcotic and pharmaceutical drug identification instruments to be used in the field and in the forensics lab. This application is due on July 8, 2021. This project does not require a match.

9. Police Department: Approval of an application to the FY21 Comprehensive Opioid Stimulant and Substance Abuse Site-based Program to embed a Peer Recovery Specialist in law enforcement.
The grant is for three years. Positions will be eliminated at the end of the grant period. This application is due on June 21, 2021. This project does not require a match.

10. Stormwater Management: Approval of a professional services contract with Salmons Dredging Corp. in the amount of $181,875 for the 1-year warranty inspection of the Spring-Fishburne stormwater deep tunnel system. Approval of the professional services contract will obligate $181,875 of the $49,103,759.50 project budget. The funding sources for this project are: State Infrastructure Bank ($49,000,000), Capital Contribution ($61,759.50), and Drainage Fund ($42,000).

11. Parks-Capital Projects: Approval of a Construction Contract with ICC Commonwealth in the amount of $575,884 for the disassembly of the interior liners of the St. Julian Devine Smokestacks. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than $40,000, to the extent contingency funds exist in the Council Approved Budget. Approval of this Construction Contract will obligate $575,884 of the project budget $3,098,069.36. Funding sources for this project are: 2015 General Fund Reserves ($250,000), 2018 General Fund Reserves ($400,000), Cooper River Bridge TIF ($2,340,000), and Charleston Parks Conservancy Contribution ($108,069.36).

12. Parks-Capital Projects: Approval of West Ashley Greenway Improvements (Stinson to Parkdale) Fee Amendment #2 with Jon Guerry Taylor & Associates, Inc., in the amount of $20,500 for permitting and engineering services, design, coordination and construction administration services for the Phase 2 foot-bridge replacement portion of the project. Approval of Fee Amendment #2 will increase the professional services contract by $20,500 (from $34,800 to $55,300). Funding sources for this project are: 2013 General Fund Reserves ($214,016.57), 2016 General Fund Reserves ($100,000) and 2018 General Fund Reserves ($235,000).

13. Parks-Capital Projects: Approval of International African American Museum GMP Change Order #12 with Turner Construction Company in the amount of $345,414 for the installation of the new Sony Display Walls, adding additional data infrastructure, adding additional exhaust fans, changes to the millwork and countertops to quartz, addition of 24 lockers, changing the height of toilet partitions and adding pocket doors. Funding is coming from the IAAM. Approval of Change Order #12 will increase the Guarantee Maximum Price (GMP) Contract by $345,414 (contract total $59,829,652). Funding sources for this project are: Accommodations Tax ($13,200,000), Charleston County Accommodations Tax ($12,500,00), State Funding ($14,000,000), IAAM Contributions ($53,000,000).

14. Parks-Capital Projects: Approval of CPD Forensic Services Building Change Order #9 with Hill Construction Services of Charleston, Inc., in the amount of $166,052.296 for the addition of a door release/lock button and aiphone master station/pc station, additional rubber base for the vehicle bays, data drops in the mechanical rooms and to upfit the PRT room. Change Order #9 will add 259 days to the substantial completion date. Approval of Change Order #9 will increase the construction contract by $166,052.29 (from $9,537,486.76 to $9,703,539.07). Funding sources for this project are: 2015 IPRB ($7,392,186) and 2017 IPRB ($5,000,000).
15. **The Committee on Real Estate (Meeting was held on Monday, June 14, 2021 at 3:30 p.m.,
Conference Call: 1-929-205-6099; Access Code: 835 678 884)**

   a. An ordinance to authorize the Mayor to execute a General Agreement between the U.S. Department of Interior; National Park Service; Fort Sumter and Fort Moultrie National Historic Parks; The South Carolina Aquarium and City of Charleston Department of Parks for Joint Operations at Liberty Square. (Liberty Square/Aquarium Site). The property is owned by the City of Charleston. [Ordinance]

   b. Request for approval authorizing the Mayor to execute on behalf of the City an easement to Dominion Energy in order to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a lot of land containing 4.42 acres, more or less, and being the same lands conveyed to Grantor by deed of 1776, LLC, dated and recorded 6/11/2020, and filed in the Register of Deeds office for Charleston County in Deed Book 0889 at Page 478. The property is owned by City of Charleston. (River Road and Maybank Highway) (TMS No. 346-00-00-813)

   c. Request for approval authorizing the Mayor to execute on the behalf of City an easement to Dominion Energy in order to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a tract of land containing 11.73 acres, more or less, and being the same lands conveyed to Grantor by deed of 1776, LLC, dated or recorded 6/11/2020, and filed in the Register of Deeds office for Charleston County in Deed Book 0889 at Page 475. The property is owned by the City of Charleston. (River Road and Maybank Highway) (TMS No. 346-00-00-04)

   d. Request approval for the Mayor to execute a Memorandum of Understanding with Transdev Services, Inc. regarding non-exclusive use of a parking lot for CARTA driver training purposes. The property is owned by the City of Charleston. (14 Sumar Street Parking Lot)

   e. Request authorization for the Mayor to execute a Temporary Access Agreement between the City of Charleston and GMS Cannon, LLC, granting the City access to 144 and 146 Cannon St. as a temporary construction easement and laydown area to facilitate portion(s) of the Spring/Fishburne stormwater project. The property is owned by GMS Cannon, LLC. (144 Cannon St. and 146 Cannon St.) (TMS Nos. 460-11-04-150 and 460-11-04-151)

   f. Request authorization for the Mayor to execute the attached Easement Agreement between the City of Charleston and the Charleston Area Regional Transportation Authority (CARTA) for the installation and maintenance of a bus bench. The property is owned by the City of Charleston. (44 America St.) (TMS No. 459-09-04-025)
g. Request that the City of Charleston City Council authorize the Mayor to execute the necessary documents for the City’s acceptance of 1.1 acres of donated land on Heriot Street from HR Charleston VI, LLC, in exchange for 48 housing credits. The property will be used for the development of rental workforce or for sale (homeownership) housing. (2112-2114 Heriot Street, Charleston, SC 29401) (TMS Nos. 464-13-00-008, 464-13-00-011, 464-13-00-012, 464-13-00-013, and 464-13-00-023) [Ordinance]

h. Consider the following annexations:

   (i) 1351 Ashley River Road (0.25 acre) (TMS# 418-05-00-001), West Ashley, (District 7). The property is owned by Shubh Labh of Charleston, LLC.

   (ii) 1349 Ashley River Road (0.28 acre) (TMS# 418-05-00-002), West Ashley, (District 7). The property is owned by Graphic Glamour Holdings LLC.

   (iii) 420 Arlington Drive (0.25 acre) (TMS# 310-12-00-083), West Ashley, (District 5). The property is owned by Olivia L. Vedad.

   (iv) 2147 and 2151 River Road (4.78 acres) (TMS# 315-00-00-110; 315-00-00-048), Johns Island, (District 5). The property is owned by Abbi Lake Beckford.

i. **Request approval for the Mayor to execute a Memorandum of Understanding with Middle Street Partners regarding the continued use of an area under the I-26 overpass for construction storage**

j. **Executive Session pursuant to Section 30-4-70(a)(2) of the South Carolina Code, to discuss contractual negotiations for the purchase of a Greenbelt grant property.**

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.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Randall K. Benjamin
DEPT. Traffic & Transportation

SUBJECT: PORTABLE TRAFFIC SIGNAL SYSTEMS

REQUEST: Approval to establish a contract for Portable Traffic Signal Cables with American Wire Group, 2980 NE 207 Street, Suite PH, Miami, FL 33180.

Solicitation #21-B007R

COMMITTEE OF COUNCIL: Ways & Means DATE: June 15, 2021

COORDINATION: This request has been coordinated with:

| Corporate Counsel | Yes | N/A | Signature of Individual Contacted |
| Cap. Proj. Cmte. Chair |  |  |  |
| Traffic & Transportation | X |  |  |
| Procurement Director | X |  |  |

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

If yes, provide the following:

| Dept./Div. | 230000 |
| Account # | 52066 |

Balance in Account Amount needed for this item $125,000.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Whiting, CFO

FISCAL IMPACT: Funded by State Traffic Engineering Funds

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: Gary Cooper, Director of Procurement
    Budget, Finance and Revenue Department

FROM: Troy Mitchell, Signal System Manager
      Department of Traffic and Transportation

SUBJECT: Traffic Signal Cable Contract

DATE: June 4, 2021

The traffic signal cable contract is for purchasing of cable that is specifically designed/specked for the use in the installation, maintenance and construction of traffic signals. The contract will be used by Traffic and Transportation to keep the cables in stock for new construction, maintenance, emergency repairs due to auto accidents and storms (hurricanes).
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<td>15,000 ft.</td>
<td>Lot 2: Traffic Signal Twisted, 2 pair, #14 AWG, Single Gray Jacket, 1,000 ft./reel</td>
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<td>10,000 ft.</td>
<td>Lot 3: Traffic Signal Cable (Black), 4 Conductor, #14 AWG, Black Jacket, 1,000 ft./reel</td>
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<td>20,000 ft.</td>
<td>Lot 4: Traffic Signal Cable, 12 Conductor, #14 AWG, Black Jacket, 1,000 ft./reel</td>
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<td>BUYER: ROBIN B. ROBINSON</td>
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<td>WITNESS:</td>
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STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

AGREEMENT BETWEEN THE CITY OF CHARLESTON
AND AMERICAN WIRE GROUP FOR
TRAFFIC SIGNAL CABLES

THIS AGREEMENT is entered into this _____ day of ____________, 20__
between the City of Charleston, a municipal corporation organized under the laws of the State of
South Carolina (hereinafter referred to as "the City"), and American Wire Group (hereinafter
referred to as the "Contractor").

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

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish services and any necessary supplies
and equipment for the Traffic Signal Cables in accordance with Solicitation #21-B007R.
All attachments and exhibits, including Exhibits A, B, C and D listed below, shall be
incorporated herein:

Exhibit A: Solicitation #21-B007R (the "Invitation for Bid")
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor’s Proposal Bid Response and Pricing List
Exhibit E: Amended Price List

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

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

3. The Contractor hereby warrants and represents to the City that it possesses all
necessary licenses to perform the work as set forth in this Agreement, carries the
requisite insurance policies as set forth in Exhibit C, and is competent and able to
provide professional and high quality goods and/or services to the City in accordance
with this Agreement.
4. The Contractor shall bill only for work according to Exhibit A, Exhibit B and Exhibit D as approved by the City and the proposed pricing for such work as shown in Exhibit D. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.

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

§2. CONTRACT TERM

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

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $125,000.00 (One Hundred Twenty-Five Thousand Dollars and Zero Cents) to be made in accordance with the Invitation for Bid, Addenda and the Contractor(s)' Bid Response and Cost Pricing, Exhibits A, B and D. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.

B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and rating of the machinery, mechanical, and other equipment, which the Contractor is, required to incorporate into the project. Machinery, equipment, material and supplies used without the required prior approval of the City shall be at the risk of subsequent rejection by the City at no cost to the City.
C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.

§5. SUBCONTRACTORS

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

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

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

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

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

§6. INDEMNIFICATION

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

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys’ fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City’s officers,
officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

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

§8. GRATUITIES AND KICKBACKS

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

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

§9. TERMINATION

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

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

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

§11. NOTICES

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

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

To:
American Wire Group
Michael Dorfman
President
2980 NE 207 Street, Suite PH
Miami, FL 33180

With copies to:

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

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

§12. CHANGE ORDERS

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

§13. ENTIRE AGREEMENT

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

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

§15. LICENSE AND PERMITS

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

§16. PUBLICITY RELEASES

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

§17. INDEPENDENT CONTRACTOR

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

§18. SEVERABILITY

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

§19. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.
§20. COMPLIANCE WITH LEGAL REQUIREMENTS

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

§21. BACKGROUND CHECK

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

§22. SC STATE AND LOCAL TAX

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

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

Contractor shall calculate that portion of this Agreement that is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

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

§23. NONDISCRIMINATION

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

____________________________

Date: ________________________

Name

Date: ________________________

____________________________

John J. Tecklenburg
Mayor
Date: ________________________

WITNESSES FOR VENDOR:

____________________________

Name

Date: ________________________

____________________________

Michael Dorfman
President
Date: ________________________

Name

Date: ________________________
EXHIBIT A

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

<table>
<thead>
<tr>
<th>Bid Number: 21-B007R</th>
<th>Bids will be received until: April 8, 2021 @ 12:00pm</th>
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</thead>
<tbody>
<tr>
<td>Bid Title: Traffic Signal Cables</td>
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<tr>
<td>Mailing Date: March 5, 2021</td>
<td>Direct Inquiries to: Robin B. Robinson</td>
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<tr>
<td>Vendor Name: FEIN/SS#:</td>
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<td>Vendor Address:</td>
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<td>City – State – Zip:</td>
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<td>Telephone Number: Fax Number:</td>
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<tr>
<td>Minority or Women Owned Business:</td>
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<tr>
<td>Are you a certified Minority or Women-Owned business in the State of South Carolina?</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>If so, please provide a copy of your certificate with your response</td>
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<tr>
<td>Authorized Signature: Title:</td>
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<td>Date:</td>
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</tbody>
</table>

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.

IMPORTANT

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

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

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

4. Questions regarding this solicitation must be submitted to Robin B. Robinson in writing no later than 1:00pm on March 23, 2021. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson at robinsonr@charleston-sc.gov.
INSTRUCTIONS TO BIDDERS

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

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

All pages that require a Signature shall be included with the bid. Failure to include these required pages may result in the bid being deemed Non-Responsive.

2. Bidders must clearly mark as “Confidential” each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

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

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

5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.
6. Proposals may be withdrawn by written request received from the Bidder prior to the time set for opening of Proposals, but not thereafter.

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

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

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

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

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

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

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

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

15. The Bidder is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.
16. GRATUITIES AND KICKBACKS
A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

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

17. BIDDER REPRESENTATIONS
Each Bidder by submitting a Proposal represents that:

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

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

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

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

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

18. COMPETITIVE PROCUREMENT
It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Bidder’s responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City’s Procurement Director.
19. ADDENDA/CHANGES
Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City’s Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City’s Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City’s Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City’s website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Bidder shall be bound by such addenda whether or not received by the Bidder. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

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

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

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

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

D) The City may choose to award to more than one vendor if it is in the best interest of the City.

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

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

22. CONTRACT ADMINISTRATION
Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts’ Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.
23. **NOTICE OF AWARD OF CONTRACT**
The successful Bidder shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Bidder(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Bidder(s) prior to issuance of the Notice to Proceed.

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

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

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

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

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

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

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

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

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

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

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

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

D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

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

33. **SUSPENSION OF WORK**

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

34. **TERMINATION**

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

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

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35. **MATERIAL AND WORKMANSHIP: WARRANTIES AND REPRESENTATIONS**

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

B) By signing its proposal, the successful Bidder(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.

C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. **COMPLIANCE WITH LEGAL REQUIREMENTS**

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

37. **PERMITS AND LICENSES**

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

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

38. **DISPUTES**

Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.
39. **STATE AND LOCAL TAXES**
   A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.

   B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

   C) Contractor shall calculate that portion of the contract which is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

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

40. **INCORPORATION BY REFERENCE**
   The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor’s Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

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

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

43. **DRUG-FREE WORKPLACE**
   (Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

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

45. **SUBMITTING CONFIDENTIAL INFORMATION**
For every document Bidder submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Bidder must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Bidder contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Bidder contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Bidder shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Bidder shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED," (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Bidder's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL," or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Bidder agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the City withholding information that Bidder marked as “CONFIDENTIAL” or “TRADE SECRET” or "PROTECTED."

46. **RECORDS RETENTION & RIGHT TO AUDIT**
The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.
47. **COST**
   Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

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

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

50. **DISCUSSION/NEGOTIATION:**
   By submission of a proposal, a Bidder agrees that during the period following issuance of a proposal and prior to final award of contract, the Bidder shall not discuss this Procurement with any party except members of the City’s Procurement Division or other parties specifically designated in this solicitation.

51. **NON-DISCRIMINATION**
   The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City’s Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at [http://charleston-sc.gov/index.aspx? nid=246](http://charleston-sc.gov/index.aspx? nid=246). To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

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

53. **FORCE MAJURE**
   The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
54. EXCEPTIONS AND DEVIATIONS
Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Bidder will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. PROMPT PAYMENT DISCOUNT TERMS
Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION
The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. ARBITRATION
Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES
The Bidder shall state his normal warranty and any extended warranties where available. Excluding any manufacturer’s warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES
Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS
All questions and written responses, interpretations, corrections or changes to the IFB will be made by Addendum. Addenda will be mailed or otherwise delivered to all Bidders who have notified the City Procurement Division of receipt of the proposal.

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

62. AFFIRMATIVE ACTION
The successful Bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
63. **WAIVER**
The City reserves the right to waive any Instruction to Bidders, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. **RESPONSE PERIOD**
All responses shall be good for a minimum period of ninety (90) calendar days.

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

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

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.
H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

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

Required certificates should be mailed to:

City of Charleston  
Procurement Division  
75 Calhoun Street, Suite 3500  
Charleston, SC 29401
NO BID RESPONSE FORM

Bid Number: 21-B007R   Bids will be received until: April 8, 2021 @ 12:00pm
Bid Title: Traffic Signal Cables
Mailing Date: March 5, 2021   Direct Inquiries to: Robin B. Robinson
Vendor Name: FEIN/SS#: 
Vendor Address: 
City – State – Zip: 
Telephone Number: Fax Number: 

Minority or Women Owned Business:
Are you a certified Minority or Women-Owned business in the State of South Carolina?  □ Yes □ No
If so, please provide a copy of your certificate with your response.

Authorized Signature: ___________________________ Title: ___________________________
Date: ___________________________

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be sent in if not sending in a submission.

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

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

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

Comments: ________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

26
CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached Bid, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this Bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to Bid by all conditions of this solicitation and certify that I am authorized to sign this Bid. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name
As registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Email Address

TelephoneNumber

Toll-Free Number (if available)

Fax Number

Remittance Address

Date

City, State, Zip

Federal Tax ID (FEIN)/SS Number

SC Sales Tax Number

Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?
☐ Yes     ☐ No

If so, please provide a copy of your certificate with your response.
CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

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

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

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

BUSINESS NAME: ________________________________

CHARLESTON STREET ADDRESS: ________________________________

SIGNATURE: ________________________________ TITLE: __________

By: ________________________________
    (Print Name)

Sworn to and subscribed before me at ________________________________.
State of _____________________, this _______ day of __________, 20___.

__________________________ (SEAL)
Notary Public for _____________________
My Commission Expires __________
MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston’s Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

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

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

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

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston’s web site www.charleston-sc.gov under “BIDLINE” link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City’s MWBE Compliance Provisions.


   AND

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

   OR

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

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

Name of Company: __________________________________________

Signature __________________________________________________

Print Name ___________________________ Date _________________________

Title ___________________________ Witness ___________________________
AFFIDAVIT A
Page 1 of 2

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

Affidavit of ________________________________________________

(Name of Bidder)

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

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

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

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

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

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

○ 5. Attended any pre-solicitation meetings scheduled by the City.

○ 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

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

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

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

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

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

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

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

Date: ____________ Name of Authorized Officer (Print/Type): ______________________________

Signature: ______________________________

Title: ___________________________________
AFFIDAVIT A
Page 2 of 2

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

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

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<thead>
<tr>
<th>1. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
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<tbody>
<tr>
<td>Minority Firm Telephone Number</td>
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<td>Minority Firm Fax Number</td>
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<td>DBE Certification Number</td>
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<th>Minority Group Type</th>
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☐ Follow up Verification

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

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

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

Notary Public for the State of ___________________________
My Commission Expires: __________________________
Print Name: ______________________________________________________________________
Phone Number: ____________________________________________________________________
Address: ________________________________________________________________________

Signature: __________________________ Title: __________________________

Notary Seal: ____________________________________________________________________

31
AFFIDAVIT B

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

Affidavit of _____________________________. I hereby certify that on the 

(Name of Bidder) 

________________________, Total Project Amount $ __________________

(Project Name)

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

(Attach additional sheets if needed)

<table>
<thead>
<tr>
<th>Name and Phone Number</th>
<th>*Minority Code</th>
<th>Work Description</th>
<th>Dollar Value</th>
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Total MBE Participation: _____% $ __________

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

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

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

Date: _______________ 
Name of Authorized Officer (Print/Type): __________________________

Signature: _______________________________________________________
Title: __________________________________________________________

Sworn to before me this ____ day of ____________, 20__. 
My Commission Expires: __________________________
Print Name: _________________________________________________
Phone Number: _______________________________________________
Address: ____________________________________________________

Notary Public for the State of ______________________________
Notary Seal: 32
AFFIDAVIT C

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

Affidavit of _________________________________________________________
(Name of Bidder)

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

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

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

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

Date: __________ Name of Authorized Officer (Print/Type): ______________________________

Signature: __________________________________________________________

Title: _____________________________________________________________

Sworn to before me this ___ day of ____________, 20__,
Notary Public for the State of __________________________________________
My Commission Expires: __________________________
Print Name: _________________________________________________________
Phone Number: ______________________________________________________
Address: ____________________________________________________________

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

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<td>Phone/Fax:</td>
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<td>Email:</td>
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</tbody>
</table>
General Information

The City of Charleston is soliciting requests for proposals from qualified vendors to provide LED Traffic Signal Cables for the City of Charleston. We ask that the vendor provide detailed information of product/service they are bidding.

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

Questions
Every effort has been made to insure that all information needed by the Bidder is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City Will Not Accept telephone calls or visits regarding this Solicitation. All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov. Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on March 23, 2021. No interpretation shall be binding upon the City unless in writing from the City’s Corporate Counsel.

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

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

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

Suspension and Debarment
The Bidder certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Bidder is unable
to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

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

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

**Receipt of Bids**
Bids must be submitted to and received by the City no later than the date and time specified within this solicitation. Bidders mailing proposals should allow a sufficient mail delivery period to insure timely receipt (*April 8, 2021 @ 12:00pm*) of their proposal by the City. Bids received after the scheduled due date and time will not be considered.

**Number of Bids to be Submitted**
Each Vendor must submit one (1) **Original (single sided) and one copy.** Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the bid, the solicitation identification number specified in the solicitation and note “**Original**” on the original bid.

**Required Forms And Signature Pages**
Offerors shall include as an appendix, all ancillary forms required in this Invitation for Bid (IFB). Required forms include, but are not limited to the following:

- IFB Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

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

a) All bids should be clearly marked “**21-B007R Traffic Signal Cables**” and submitted in a sealed envelope.
b) Bids must be submitted by mail or hand delivered to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.

c) Proposals must be received in the City’s Procurement Office no later than 12:00pm on April 8, 2021. Late proposals will not be accepted for any reason.

d) No more than one bid may be submitted by any Vendor.

e) The bid must be signed by an official authorized to contractually bind the Vendor.

f) All forms from this solicitation requiring signature must be included in the bid.

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

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

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

Basis for Award
The City will base its recommendation on the bid submitted and if it is responsive and responsible. The City reserves the right to inspect the Bidder’s physical premises prior to award to satisfy questions regarding the Bidder’s capabilities.
Traffic Signal Cable Specifications

Lot #1
SCDOT Spec. No. S005107.03-03/10/10

Description: This specification pertains to single conductor cable used for in-road loop detection systems.

Specification: Conductor #14 AWG, 19 strands, bare copper wire. The conductor insulation (black) shall be high density polyethylene and shall be both ultraviolet and weather resistant. The wall thickness shall be 0.030 in. minimum point thickness. The insulation shall be permanently printed with a sequential footage marking, per reel (every three feet maximum), beginning at the footage number required, per reel, descending to zero. Cable shall be manufactured in accordance with the National Electric Code.

Requirements: The traffic signal loop cable must also meet or exceed specifications in the chart below.

<table>
<thead>
<tr>
<th>Supply Depot Stock Number</th>
<th>Insulation Color</th>
<th>Type</th>
<th>Size (AWG)</th>
<th>Insulation Voltage Rating (V)</th>
</tr>
</thead>
<tbody>
<tr>
<td>S005107</td>
<td>Black</td>
<td>NA</td>
<td>#14</td>
<td>2000</td>
</tr>
</tbody>
</table>

Testing: The completed conductor shall withstand a 2000 volt test between the conductor and ground for a period of five minutes.

Packaging: Cable shall be delivered in 5000ft. length on a 24 in. diameter reel. Each reel must have a 2 in. center mandrel hole.

Marking: Each reel shall indicate a short description of the product, the cable length, and the manufacturer’s name and address. Cable must indicate size and voltage rating.

Sales Literature and Specifications: Each bidder shall attach to his bid illustrated catalog data sheets with manufacturer’s complete printed specifications covering the class or type of product covered by the bid. This material shall show reasonable evidence of having been printed before publication of the bid notice and shall be sufficiently detailed to permit the department’s engineers and/or staff to properly evaluate the bid.

Deterioration in Storage: There shall be no abnormal or undesirable change in the product while in storage for a period up to twenty-four (24) months.

Acceptance: The awarded successful bidder shall furnish a qualification sample of the material he proposes to furnish, along with a technical data sheet for the material, to City of Charleston, Traffic & Transportation, 180 Lockwood Blvd., Charleston, SC 29403, Attn: Troy Mitchell, for approval; however, this step may not be required when the same product has previously been tested and found acceptable. Upon receipt of an ordered shipment, additional samples will be taken at random from the shipment and tested by the Department to verify compliance with the specifications before payment for the shipment is made. Any shipment of material found not to be in conformity with these specifications will be rejected and returned to the supplier at his expense.
Delivery: The delivery of all quantities ordered shall not exceed 30 days after receipt of order (ARO).

Lot #2
SCDOT Spec. No. S005202.06-03/10/10

Description: This specification pertains to two pairs (4 conductor) and four pairs (8 conductor) cable with gray outer insulation used in traffic signal installations.

Specification: GRAY - Unless specified elsewhere, the loop lead-in cable shall be two individually shielded pairs (4 conductor). Each pair shall be individually twisted (two turns per foot minimum). The conductor shall be #14 AWG, 19 strands, bare copper. The conductor insulation shall be high density polyethylene and shall be both ultraviolet and weather resistant. The nominal insulation thickness shall be 0.025". The nominal insulation diameter shall be .124". Each pair shall be wrapped with a 0.001 inch aluminum Mylar foiled shield with a minimum 25% overlap. Aluminum is to be located on the outside. 3 (60) Non-Hydroscopic Polypropylene filler material shall be utilized to produce a circular cross section. The cabling overall lay shall be a 4.00" left hand lay. The drain wire shall be #16 AWG, 19 strands, tinned copper. The conductor cable assembly shall be wrapped with a 0.001 inch clear Mylar binder applied helically with a minimum 25% overlap. The overall cable assembly shall be provided with a high density polyethylene jacket which is both ultraviolet and weather resistant. Nominal Jacket diameter shall be 0.40" and shall have a ripcord for easy jacket removal. Nominal Cabling Diameter shall be .335". The nominal jacket thickness shall be 0.035". The outer cable jacket shall have sequential foot marks. Traffic signal cable shall be manufactured in accordance with the requirements of SCDOT, IMSA 50-2, ROHS, and the National Electric Code.

Specification: GRAY - Unless specified elsewhere, the loop lead-in cable shall be four individually shielded pairs (8 conductor). Each pair shall be individually twisted (two turns per foot minimum). The conductor shall be #14 AWG, 19 strands, bare copper. The conductor insulation shall be high density polyethylene and shall be both ultraviolet and weather resistant. The nominal insulation thickness shall be 0.025". The nominal insulation diameter shall be .134". Each pair shall be wrapped with a 0.001 inch aluminum Mylar foiled shield with a minimum 25% overlap. Aluminum is to be located on the outside. 4 (60) Non-Hydroscopic Polypropylene filler material shall be utilized to produce a circular cross section. The cabling overall lay shall be a 5.50" left hand lay. The drain wire shall be #16 AWG, 19 strands, tinned copper. The conductor cable assembly shall be wrapped with a 0.001 inch clear Mylar binder applied helically with a minimum 25% overlap. The overall cable assembly shall be provided with a high density polyethylene jacket which is both ultraviolet and weather resistant. Nominal Jacket diameter shall be 0.525" and shall have a ripcord for easy jacket removal. Nominal Cabling Diameter shall be .445". The nominal jacket thickness shall be 0.042". The outer cable jacket shall have sequential foot marks. Traffic signal cable shall be manufactured in accordance with the requirements of SCDOT, IMSA 50-2, ROHS, and the National Electric Code.
The twisted pair loop lead-in cable must also meet or exceed specifications in the chart below.

<table>
<thead>
<tr>
<th>Supply Depot Stock #</th>
<th>Insulation Color</th>
<th>Pairs</th>
<th>Conductor Pair Color Markings</th>
</tr>
</thead>
<tbody>
<tr>
<td>S005202</td>
<td>Gray</td>
<td>2</td>
<td>White + Yellow Red + Green</td>
</tr>
<tr>
<td>S005402</td>
<td>Gray</td>
<td>4</td>
<td>White + Yellow Red + Green White w/black band + Yellow w/black band Red w/black band + Green w/black band</td>
</tr>
</tbody>
</table>

**Requirements:** The traffic signal cable must meet color marking requirements in the chart below:

**Testing:** The completed cable conductors shall withstand a 2000 volt test between each conductor and each conductor and shield. This test shall be applied for a minimum of five minutes per conductor.

**Packaging:** Cable shall be delivered in 1,000 ft. lengths and mounted on a reel with a maximum diameter of 36 in. and a maximum width of 15 in. Each reel must have a 2 in. center mandrel hole.

**Marking:** Each reel shall indicate a short description of the product, the cable length, and the manufacturer’s name and address. Cable must indicate size and voltage rating.

**Sales Literature and Specifications:** Each bidder shall attach to his bid illustrated catalog data sheets with manufacturer’s complete printed specifications covering the class or type of product covered by the bid. This material shall show reasonable evidence of having been printed before publication of the bid notice and shall be sufficiently detailed to permit the department’s engineers and/or staff to properly evaluate the bid.

**Deterioration in Storage:** There shall be no abnormal or undesirable change in the product while in storage for a period up to twenty-four (24) months.

**Acceptance:** The awarded successful bidder shall furnish a qualification sample of the material he proposes to furnish, along with a technical data sheet for the material, to City of Charleston, Traffic & Transportation, 180 Lockwood Blvd., Charleston, SC 29403, Attn: Troy Mitchell, for approval; however, this step may not be required when the same product has previously been tested and found acceptable. Upon receipt of an ordered shipment, additional samples will be taken at random from the shipment and tested by the Department to verify compliance with the specifications before payment for the shipment is made. Any shipment of material found not to be in conformity with these specifications will be rejected and returned to the supplier at his expense.

**Delivery:** The delivery of all quantities ordered shall not exceed 30 days after receipt of order (ARO).
Lot #3
SCDOT Spec. No. S005201.03-03/10/10

Description: This specification pertains to two pairs (4 conductor) and four pairs (8 conductor) cable with black outer insulation used in traffic signal installations.

Specification: BLACK - Unless specified elsewhere, the traffic signal cable shall be (4 conductor). The conductor shall be #14 AWG, 19 strands, bare copper. The conductor insulation shall be high density polyethylene and shall be both ultraviolet and weather resistant. The wall thickness for the single conductor shall be 0.025” minimum point thickness with a .124” nominal diameter. The Cabling overall lay shall be 4.50” left hand lay. 4 (60) Non-Hydroscopic Polypropylene filler material shall be utilized to produce a circular cross section. The conductor cable assembly shall be wrapped with a 0.001 inch clear Mylar tape material applied helically with a minimum 25% overlap. The overall cable assembly shall be provided with a black high density polyethylene jacket which is both ultraviolet and weather resistant. The wall thickness shall be 0.045 inch minimum point thickness. The cable shall have a nominal cabling diameter of .296” and a nominal jacket diameter of .373” and shall have a ripcord for easy jacket removal. The outer cable jacket shall have sequential foot marks. Traffic signal cable shall be manufactured in accordance with the requirements of Underwriters’ Laboratories, SCDOT, IMSA 20-1, ROHS, Federal specifications, and the National Electric Code.

Specification: BLACK - Unless specified elsewhere, the traffic signal cable shall be (8 conductor). The conductor shall be #14 AWG, 19 strands, bare copper. The conductor insulation shall be high density polyethylene and shall be both ultraviolet and weather resistant. The wall thickness for the single conductor shall be 0.025” minimum point thickness with a .124” nominal diameter. The Cabling overall lay shall be 6” with a left hand lay. 1 (60) Non-Hydroscopic Polypropylene filler material shall be utilized to produce a circular cross section. The conductor cable assembly shall be wrapped with a 0.001 inch clear Mylar tape material applied helically with a minimum 25% overlap. The overall cable assembly shall be provided with a black high density polyethylene jacket which is both ultraviolet and weather resistant. The wall thickness shall be 0.042 inch minimum point thickness. The cable shall have a nominal cabling diameter of .393” and a nominal jacket diameter of .487” and shall have a ripcord for easy jacket removal. The outer cable jacket shall have sequential foot marks. Traffic signal cable shall be manufactured in accordance with the requirements of Underwriters’ Laboratories, SCDOT, IMSA 20-1, ROHS, Federal specifications, and the National Electric Code.

The traffic signal cable must also meet or exceed specifications in the chart below.

Requirements: The traffic signal cable must meet color marking requirements in the chart below:

<table>
<thead>
<tr>
<th>Supply Depot Stock #</th>
<th>Insulation Color</th>
<th>Pairs</th>
<th>Conductor Pair Color Markings</th>
</tr>
</thead>
<tbody>
<tr>
<td>S005201</td>
<td>Black</td>
<td>2</td>
<td>White + Yellow</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Red + Green</td>
</tr>
<tr>
<td>S005401</td>
<td>Black</td>
<td>4</td>
<td>White + Yellow</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Red + Green</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>White w/black band + Yellow w/black band</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Red w/black band + Green w/black band</td>
</tr>
</tbody>
</table>
**Testing:** The completed cable conductors shall withstand a 2000 volt test between each conductor and each conductor and shield. This test shall be applied for a minimum of five minutes per conductor.

**Packaging:** Cable shall be delivered in 1,000 ft. lengths and mounted on a reel with a maximum diameter of 36 in. and a maximum width of 15 in. Each reel must have a 2 in. center mandrel hole.

**Marking:** Each reel shall indicate a short description of the product, the cable length, and the manufacturer's name and address. Cable must indicate size and voltage rating.

**Sales Literature and Specifications:** Each bidder shall attach to his bid illustrated catalog data sheets with manufacturer’s complete printed specifications covering the class or type of product covered by the bid. This material shall show reasonable evidence of having been printed before publication of the bid notice and shall be sufficiently detailed to permit the department’s engineers and/or staff to properly evaluate the bid.

**Deterioration in Storage:** There shall be no abnormal or undesirable change in the product while in storage for a period up to twenty-four (24) months.

**Acceptance:** The awarded successful bidder shall furnish a qualification sample of the material he proposes to furnish, along with a technical data sheet for the material, to City of Charleston, Traffic & Transportation, 180 Lockwood Blvd., Charleston, SC 29403, Attn: Troy Mitchell, for approval; however, this step may not be required when the same product has previously been tested and found acceptable. Upon receipt of an ordered shipment, additional samples will be taken at random from the shipment and tested by the Department to verify compliance with the specifications before payment for the shipment is made. Any shipment of material found not to be in conformity with these specifications will be rejected and returned to the supplier at his expense.

**Delivery:** The delivery of all quantities ordered shall not exceed 30 days after receipt of order (ARO).
Lot #4

Description: This specification pertains to six pairs (12 conductor) cable with black outer insulation used in traffic signal installations.

Specification: Black – Unless specified elsewhere, the traffic signal cable shall be (12 conductor). The conductor shall be #14 AWG, 19 strands, bare copper. The conductor insulation shall be high-density polyethylene and shall be both ultraviolet and weather resistant. The wall thickness for the single conductor shall be 0.025” minimum point thickness with a .124” nominal diameter. The Cabling overall lay shall be 6 ¾” with a left hand lay. The conductor cable assembly shall be wrapped with a 0.001 inch clear Mylar tape material applied helically with a minimum 25% overlap. The overall cable assembly shall be provided with a black high density polyethylene jacket which is both ultraviolet and weather resistant. Jacket shall be rigid, non-collapsing and does not shrink when cut in a cross-section. The wall thickness shall be 0.060 inch minimum point thickness. The cable shall have a nominal cabling diameter of 487” (±/− 5%) and a nominal jacket diameter of .607” (±/− 5%) and shall have a ripcord for easy jacket removal. The outer cable jacket shall have sequential foot marks. Traffic signal cable shall be manufactured in accordance with the requirements of Underwriters’ Laboratories, SCDOT, IMSA 20-1, ROHS, Federal specifications, and the National Electric Code.

Requirements: The traffic signal cable must also meet or exceed specifications in the chart below.

<table>
<thead>
<tr>
<th>Conductor Colors</th>
<th>Insulation Color</th>
<th>Size (AWG)</th>
</tr>
</thead>
<tbody>
<tr>
<td>White, Yellow</td>
<td>Black</td>
<td>#14</td>
</tr>
<tr>
<td>Red, Green</td>
<td></td>
<td></td>
</tr>
<tr>
<td>White w/Black Band, Yellow w/Black Band</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Red w/Black Band, Green w/Black Band</td>
<td></td>
<td></td>
</tr>
<tr>
<td>White w/Blue Band, Yellow w/Blue Band</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Red w/Blue Band, Green w/Blue Band</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Packaging: Cable shall be delivered in 1,000 ft. length reels.

Marking: Each reel shall indicate a short description of the product, the cable length, and the manufacturer’s name and address. Cable must indicate size.

Sales Literature and Specifications: Each bidder shall attach to his bid illustrated catalog data sheets with manufacturer’s complete printed specifications covering the class or type of product covered by the bid. This material shall show reasonable evidence of having been printed before publication of the bid notice and shall be sufficiently detailed to permit the department’s engineers and/or staff to properly evaluate the bid.

Deterioration in Storage: There shall be no abnormal or undesirable change in the product while in storage for a period up to twenty-four (24) months.
Acceptance: The awarded successful bidder shall furnish a qualification sample of the material he proposes to furnish, along with a technical data sheet for the material, to City of Charleston, Traffic & Transportation, 180 Lockwood Blvd., Charleston, SC 29403, Attn: Troy Mitchell, for approval; however, this step may not be required when the same product has previously been tested and found acceptable. Upon receipt of an ordered shipment, additional samples will be taken at random from the shipment and tested by the Department to verify compliance with the specifications before payment for the shipment is made. Any shipment of material found not to be in conformity with these specifications will be rejected and returned to the supplier at his expense.

Delivery: The delivery of all quantities ordered shall not exceed 30 days after receipt of order (ARO).
<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>30,000ft. (6 reels)</td>
<td>Traffic Signal Loop Cable, #14AWG, Single Conductor Insulated Black Footage markings, 5000ft/reel</td>
<td>Lot 1 – Traffic Signal Loop Cable</td>
<td></td>
</tr>
<tr>
<td>15,000ft. (15 reels)</td>
<td>Traffic Signal Twisted 2 pair #14AWG, Single Grey Jacket, 1000ft/reel</td>
<td>Lot 2 – Traffic Signal Cable (Grey)</td>
<td></td>
</tr>
<tr>
<td>10,000ft. (10 reels)</td>
<td>Traffic Signal Twisted, 4 pair #14AWG, Single Gray Jacket, 1000ft/reel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10,000ft. (10 reels)</td>
<td>4 Conductor, #14AWG, Black Jacket, 1000ft/reel</td>
<td>Lot 3 – Traffic Signal Cable (Black)</td>
<td></td>
</tr>
<tr>
<td>20,000ft. (20 reels)</td>
<td>8 Conductor, #14AWG, Black Jacket, 1000ft./reel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10,000ft. (10 reels)</td>
<td>12 Conductor, #14AWG, Black Jacket, 1000ft./reel</td>
<td>Lot 4 – Traffic Signal Cable (Black)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sub-Total</td>
<td></td>
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<td>Shipping Fee</td>
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<td></td>
<td></td>
<td>9% Tax</td>
<td></td>
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<td></td>
<td></td>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE**
Quantities will not be purchased all at once. These quantities will be purchased over the course of time. The City cannot do minimum quantity orders.

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

Traffic Signal Loop Cable

Make ___________________________  Type ___________________________

Conductor: _______ number  Feature: _____________ insulation thickness

________ AWG  ___________ insulation color

________ strands  ___________ cable length

________ insulation type  ___________ reel size

Is this cable manufactured in accordance with the requirements of the National Electric Code (Yes or No): ___________________________

Is the cable packaged 5000ft. on a 24 in. diameter reel with a 2 in. center mandrel hole (Yes or No): ___________________________

Is the insulation permanently printed with a sequential footage marking every 3ft. beginning at the footage number required, per reel, descending to zero (Yes or No): ___________________________

Lot 2 - Questionnaire
(To be completed and returned with the bid)

Traffic Signal Cable (Grey) – 2 Pair

Make ___________________________  Type ___________________________

Conductor: _______ number  Feature: _____________ insulation thickness

________ AWG  ___________ insulation color

________ strands  ___________ cable length

________ insulation type  ___________ reel size

Is this cable manufactured in accordance with the requirements of the National Electric Code (Yes or No): ___________________________

Is the cable packaged 1000ft. on a 36 in. diameter maximum width 15in. reel with a 2 in. center mandrel hole (Yes or No): ___________________________

Is the insulation permanently printed with a sequential footage marking every 3ft. beginning at the footage number required, per reel, descending to zero (Yes or No): ___________________________

46
Traffic Signal Cable (Grey) – 4 Pair

Make ____________________________ Type ____________________________

Conductor: ______ number

Feature: ____________ insulation thickness

_______ AWG

__________ insulation color

__________ cable length

__________ insulation type

__________ reel size

Is this cable manufactured in accordance with the requirements of the National Electric Code (Yes or No): ______________

Is the cable packaged 1000ft. on a 36 in. diameter maximum width 15in. reel with a 2 in. center mandrel hole (Yes or No): ______________

Is the insulation permanently printed with a sequential footage marking every 3ft. beginning at the footage number required, per reel, descending to zero (Yes or No): ______________

Lot 3 - Questionnaire
(To be completed and returned with the bid)

Traffic Signal Cable (Black) – 4 Conductor

Make ____________________________ Type ____________________________

Conductor: ______ number

Feature: ____________ insulation thickness

_______ AWG

__________ insulation color

__________ cable length

__________ insulation type

__________ reel size

Is this cable manufactured in accordance with the requirements of the National Electric Code (Yes or No): ______________

Is the cable packaged 1000ft. on a 36 in. diameter maximum width 15in. reel with a 2 in. center mandrel hole (Yes or No): ______________

Is the insulation permanently printed with a sequential footage marking every 3ft. beginning at the footage number required, per reel, descending to zero (Yes or No): ______________
Traffic Signal Cable (Black) – 8 Conductor

Make ___________________________ Type ___________________________

Conductor: _______ number Feature: _____________ insulation thickness
________ AWG _____________ insulation color
________ strands _____________ cable length
________ insulation type __________ reel size

Is this cable manufactured in accordance with the requirements of the National Electric Code (Yes or No): __________________________

Is the cable packaged 1000ft. on a 36 in. diameter maximum width 15in. reel with a 2 in. center mandrel hole (Yes or No): __________________________

Is the insulation permanently printed with a sequential footage marking every 3ft. beginning at the footage number required, per reel, descending to zero (Yes or No): __________________________

Lot 4 - Questionnaire
(To be completed and returned with the bid)

Traffic Signal Cable (Black) – 12 Conductor

Make ___________________________ Type ___________________________

Conductor: _______ number Feature: _____________ insulation thickness
________ AWG _____________ insulation color
________ strands _____________ cable length
________ insulation type __________ reel size

Is this cable manufactured in accordance with the requirements of the National Electric Code (Yes or No): __________________________

Is the cable packaged 1000ft. on a 36 in. diameter maximum width 15in. reel with a 2 in. center mandrel hole (Yes or No): __________________________

Is the insulation permanently printed with a sequential footage marking every 3ft. beginning at the footage number required, per reel, descending to zero (Yes or No): __________________________
Vendor’s Checklist

1. Did you provide required information and sign the front page of the solicitation?
   ____ Yes ____ No

2. Did you sign the Certificate of Familiarity form?
   ____ Yes ____ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   ____ Yes ____ No

4. Did you sign the applicable Affidavit?
   ____ Yes ____ No

5. Did you mark your “Original” Bid and provide the required # of copies?
   ____ Yes ____ No

6. Did you complete and include all pricing sheets?
   ____ Yes ____ No

7. Did you include the required references?
   ____ Yes ____ No

8. Did you provide a copy of insurance and all other documentation requested?
   ____ Yes ____ No

9. Did you include and sign any addenda?
   ____ Yes ____ No

10. Did you double check to make sure you have included everything that is requested?
    ____ Yes ____ No

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

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

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

ADDENDUM #1 Q&A

DATE: March 30, 2021
TO: All Bidders
FROM: Robin B. Robinson
RE: 21-B007R – Traffic Signal Cables

This addendum #1 to the solicitation is being made for the following reasons:

Q-1 Regarding your bid on traffic signal cables; copper cables are in tremendous flux at the moment. Under normal conditions it is difficult to get factories to hold prices for extended periods. With current market conditions, factories will not hold pricing for more than a week if that. Can any further direction be given as to whether this is an immediate buy or will it be purchased over course of a year?

A-1 The quantities in the IFB are a per year quantity for the contract. The City will purchase the yearly quantity based on its needs; therefore, the purchase may be all at once or split over the course of the year, again, depending on the needs of the City.

If you have any questions, please feel free to call 843-724-7314. Thank you in advance for your cooperation.

__________________________________________
Signature of Acknowledgement

__________________________________________
Date

__________________________________________
Company Name
INSURANCE REQUIREMENTS

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

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. GENERAL LIABILITY: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

2. AUTOMOBILE LIABILITY: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. WORKERS’ COMPENSATION: Statutory limits are required by South Carolina state law, and employer’s liability limits of $100,000 per accident.

4. PROFESSIONAL LIABILITY: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

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

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:
(a) to be excess insurance over any project professional liability policy, and

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers’ Compensation

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

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

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

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

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

Required certificates should be mailed to:

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

Bid Number: 21-B007R  
Bids will be received until: April 8, 2021 @ 12:00pm

Bid Title: Traffic Signal Cables

Mailing Date: March 5, 2021  
Direct Inquiries to: Robin B. Robinson

Vendor Name: AMERICAN WIRE GROUP  
FEIN/SS#: 65-1129415

Vendor Address: 2980 NE 207 Street Suite PH

City – State – Zip: Miami, FL 33180

Telephone Number: 954-455-3050  
Fax Number: 954-455-9886

Minority or Women Owned Business:
Are you a certified Minority or Women-Owned business in the State of South Carolina?  
☐ Yes ☐ No

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

Authorized Signature: Julia Nassonov  
Title: JULIA NASSONOV

Date: 3/17/2021

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.

IMPORTANT

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

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

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

4. Questions regarding this solicitation must be submitted to Robin B. Robinson in writing no later than 1:00pm on March 23, 2021. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson at robinsonr@charleston-sc.gov.

1
INSTRUCTIONS TO BIDDERS

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

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

All pages that require a Signature shall be included with the bid. Failure to include these required pages may result in the bid being deemed Non-Responsive.

2. Bidders must clearly mark as "Confidential" each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

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

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

5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.
6. Proposals may be withdrawn by written request received from the Bidder prior to the
time set for opening of Proposals, but not thereafter.

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

8. All Proposals shall provide a straightforward, concise description of Bidder’s ability to
satisfy the requirements of the Solicitation.

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

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

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

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

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

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

15. The Bidder is solely responsible for all costs and expenses associated with the
preparation of the proposal and of any supplementary presentation (including any oral
presentation) requested by the City.
16. GRATUITIES AND KICKBACKS
   A) **Gratuites.** It shall be unethical for any person to offer, give or agree to give any
       employee or former employee, or for any employee or former employee to solicit,
       demand, accept, or agree to accept from another person a gratuity or an offer of
       employment in connection with any decision, approval, disapproval, recommendation,
       preparation or any part of a program requirement or a purchase
       request, influencing the content of any specification or procurement standard,
       rendering of advice, investigation, auditing, or in any other advisory capacity in
       any proceeding or application, request for ruling, determination, claim or
       controversy, or other particular matter pertaining to any program requirement or a
       contract or subcontract, or to any solicitation or proposal therefore.

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

17. BIDDER REPRESENTATIONS
    Each Bidder by submitting a Proposal represents that:

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

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

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

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

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

18. COMPETITIVE PROCUREMENT
    It is the intent and purpose of the City of Charleston that this Solicitation permits
    competition. It shall be each Bidder's responsibility to advise the City if any language,
    provision, or other requirement, or any combination thereof, inadvertently restricts or
    limits the satisfaction of the specifications stated in this Solicitation to a single source.
    Such notification must be submitted in writing, and must be received by the City of
    Charleston Procurement Division no later than the last date for written questions. Any
    such notification shall be reviewed by the City's Procurement Director.
19. **ADDENDA/CHANGES**
Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Bidder shall be bound by such addenda whether or not received by the Bidder. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

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

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

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

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

D) The City may choose to award to more than one vendor if it is in the best interest of the City.

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

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

22. **CONTRACT ADMINISTRATION**
Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.
23. **NOTICE OF AWARD OF CONTRACT**
The successful Bidder shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Bidder(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Bidder(s) prior to issuance of the Notice to Proceed.

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

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

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

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

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

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

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

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

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

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

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

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

D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

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

33. **SUSPENSION OF WORK**

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

34. **TERMINATION**

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

B) **For Default:** If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.
35. **MATERIAL AND WORKMANSHIP: WARRANTIES AND REPRESENTATIONS**
   A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

   B) By signing its proposal, the successful Bidder(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.

   C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

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

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

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

38. **DISPUTES**
   Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.
39. STATE AND LOCAL TAXES
   A) Except as otherwise provided, contract prices shall include all applicable state and local taxes.

   B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form 1-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

   C) Contractor shall calculate that portion of the contract which is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

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

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

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

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

43. DRUG-FREE WORKPLACE
   (Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

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

45. SUBMITTING CONFIDENTIAL INFORMATION
For every document Bidder submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Bidder must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Bidder contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Bidder contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Bidder shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Bidder shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED," (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Bidder's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Bidder agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Bidder marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED."

46. RECORDS RETENTION & RIGHT TO AUDIT
The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.
47. **COST**
Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

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

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

50. **DISCUSSION/NEGOTIATION:**
By submission of a proposal, a Bidder agrees that during the period following issuance of a proposal and prior to final award of contract, the Bidder shall not discuss this Procurement with any party except members of the City’s Procurement Division or other parties specifically designated in this solicitation.

51. **NON-DISCRIMINATION**
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City’s Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at http://charleston-sc.gov/index.aspx?nid=246. To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

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

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

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

55. PROMPT PAYMENT DISCOUNT TERMS
Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION
The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. ARBITRATION
Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES
The Bidder shall state his normal warranty and any extended warranties where available. Excluding any manufacturer’s warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES
Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS
All questions and written responses, interpretations, corrections or changes to the IFB will be made by Addendum. Addenda will be mailed or otherwise delivered to all Bidders who have notified the City Procurement Division of receipt of the proposal.

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

62. AFFIRMATIVE ACTION
The successful Bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
63. **WAIVER**
   The City reserves the right to waive any Instruction to Bidders, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. **RESPONSE PERIOD**
   All responses shall be good for a minimum period of ninety (90) calendar days.

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

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

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. GENERAL LIABILITY: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

2. AUTOMOBILE LIABILITY: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. WORKERS' COMPENSATION: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

4. PROFESSIONAL LIABILITY: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers’ Compensation

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

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

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

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.
H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

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

Required certificates should be mailed to:

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

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached Bid, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this Bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to Bid by all conditions of this solicitation and certify that I am authorized to sign this Bid. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

AMERICAN WIRE GROUP, INC.
Company Name
As registered with the IRS
2980 NE 207 Street Suite PH
Correspondence Address
Miami, FL 33180
City, State, Zip
SALES@BUYAWG.COM
Email Address
1800-342-7215
Toll-Free Number (if available)
SAME
Remittance Address
City, State, Zip

Authorized Signature

JULIA NASSONOV
Printed Name
INSIDE SALES MANAGER
Title
954-455-3050
Telephone Number
954-455-9886
Fax Number
3/17/2021
Date
65-1129415
Federal Tax ID (FEIN)/SS Number

SC Sales Tax Number

Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?
☐ Yes  ☐ No
If so, please provide a copy of your certificate with your response.
MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston’s Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

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

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

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

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston’s web site www.charleston-sc.gov under “BIDLINE” link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordarr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

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

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

Name of Company: AMERICAN WIRE GROUP
Signature: JULIA NASSONOV 3/17/2021
Print Name: JULIA NASSONOV
Title: INSIDE SALES MANAGER
Witness
AFFIDAVIT C

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

Affidavit of ____________________________
(Name of Bidder)

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

______________________________
(Name of Project)

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

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

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

Date: 3/17/2021 Name of Authorized Officer (Print/Type): JULIA NASSONOV

Signature: ____________________________

Title: INSIDE SALES MANAGER

Sworn to before me this 17th day of MARCH, 2021
Notary Public for the State of FLORIDA
My Commission Expires: 11/2023
Print Name: CRISTAL OCAMPO
Phone Number: 954-455-3050
Address: 2980 NE 207 Street Suite PH
_________ Miami, FL 33180

Notary Seal:
## References

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Gustavo Taborga, Procurement Division</th>
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<tbody>
<tr>
<td>Address</td>
<td>TEXAS DEPT OF TRANSPORTATION</td>
</tr>
<tr>
<td></td>
<td>150 E. Riverside Dr., South Tower, 2nd FL AUSTIN TX 78704</td>
</tr>
<tr>
<td>Phone/Fax</td>
<td>512-416-4724 / 512-488-5690</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Gustavo.Taborga@txdot.gov">Gustavo.Taborga@txdot.gov</a></td>
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<thead>
<tr>
<th>Name</th>
<th>Robert Jeffrey Burdette, Communications Manager- District 4 Traffic Signal Shop</th>
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<tbody>
<tr>
<td>Address</td>
<td>SC Department of Transportation</td>
</tr>
<tr>
<td></td>
<td>1143 SCDOT Road Chester, South Carolina 29706</td>
</tr>
<tr>
<td>Phone/Fax</td>
<td>803 581-8551 / 803 581-3191</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:burdetterj@scdot.org">burdetterj@scdot.org</a></td>
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<tr>
<th>Name</th>
<th>Brian Nisbet, Signal EIC</th>
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<tr>
<td>Address</td>
<td>NYSDOT Region 6</td>
</tr>
<tr>
<td></td>
<td>107 BROADWAY HORNELL NY 14843</td>
</tr>
<tr>
<td>Phone/Fax</td>
<td>(607) 324-8523 / (607) 324-2663</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Brian.Nisbet@dot.ny.dot">Brian.Nisbet@dot.ny.dot</a></td>
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<thead>
<tr>
<th>Name</th>
<th>ADRIAN STALLONE, BUYER</th>
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<tbody>
<tr>
<td>Address</td>
<td>STATE OF LOUISIANA DOT</td>
</tr>
<tr>
<td></td>
<td>PROCUREMENT SECTION FW S-447</td>
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<tr>
<td></td>
<td>PO BOX 94245 BATON ROUGE LA 70804-9245</td>
</tr>
<tr>
<td>Phone/Fax</td>
<td>225-379-1428 225-379-1862</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:adrian.stallone@la.gov">adrian.stallone@la.gov</a></td>
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General Information

The City of Charleston is soliciting requests for proposals from qualified vendors to provide LED Traffic Signal Cables for the City of Charleston. We ask that the vendor provide detailed information of product/service they are bidding.

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

Questions
Every effort has been made to insure that all information needed by the Bidder is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City Will Not Accept telephone calls or visits regarding this Solicitation. All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov. Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on March 23, 2021. No interpretation shall be binding upon the City unless in writing from the City’s Corporate Counsel.

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

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

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

Suspension and Debarment
The Bidder certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Bidder is unable to
certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

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

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

**Receipt of Bids**
Bids must be submitted to and received by the City no later than the date and time specified within this solicitation. Bidders mailing proposals should allow a sufficient mail delivery period to insure timely receipt (April 8, 2021 @ 12:00pm) of their proposal by the City. Bids received after the scheduled due date and time will not be considered.

**Number of Bids to be Submitted**
Each Vendor must submit one (1) Original (single sided) and one copy. Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the bid, the solicitation identification number specified in the solicitation and note “Original” on the original bid.

**Required Forms And Signature Pages**
Offerors shall include as an appendix, all ancillary forms required in this Invitation for Bid (IFB). Required forms include, but are not limited to the following:

- IFB Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

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

- All bids should be clearly marked “21-B007R Traffic Signal Cables” and submitted in a sealed envelope.
- Bids must be submitted by mail or hand delivered to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
c) Proposals must be received in the City's Procurement Office no later than 12:00pm on April 8, 2021. Late proposals will not be accepted for any reason.
d) No more than one bid may be submitted by any Vendor.
e) The bid must be signed by an official authorized to contractually bind the Vendor.
f) All forms from this solicitation requiring signature must be included in the bid.

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

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

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

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

Lot #1
SCDOT Spec. No. S005107.03-03/10/10

Description: This specification pertains to single conductor cable used for in-road loop detection systems.

Specification: Conductor #14 AWG, 19 strands, bare copper wire. The conductor insulation (black) shall be high density polyethylene and shall be both ultraviolet and weather resistant. The wall thickness shall be 0.030 in. minimum point thickness. The insulation shall be permanently printed with a sequential footage marking, per reel (every three feet maximum), beginning at the footage number required, per reel, descending to zero. Cable shall be manufactured in accordance with the National Electric Code.

Requirements: The traffic signal loop cable must also meet or exceed specifications in the chart below.

<table>
<thead>
<tr>
<th>Supply Depot Stock Number</th>
<th>Insulation Color</th>
<th>Type</th>
<th>Size (AWG)</th>
<th>Insulation Voltage Rating (V)</th>
</tr>
</thead>
<tbody>
<tr>
<td>S005107</td>
<td>Black</td>
<td>NA</td>
<td>#14</td>
<td>2000</td>
</tr>
</tbody>
</table>

Testing: The completed conductor shall withstand a 2000 volt test between the conductor and ground for a period of five minutes.

Packaging: Cable shall be delivered in 5000 ft. length on a 24 in. diameter reel. Each reel must have a 2 in. center mandrel hole.

Marking: Each reel shall indicate a short description of the product, the cable length, and the manufacturer’s name and address. Cable must indicate size and voltage rating.

Sales Literature and Specifications: Each bidder shall attach to his bid illustrated catalog data sheets with manufacturer’s complete printed specifications covering the class or type of product covered by the bid. This material shall show reasonable evidence of having been printed before publication of the bid notice and shall be sufficiently detailed to permit the department’s engineers and/or staff to properly evaluate the bid.

Deterioration in Storage: There shall be no abnormal or undesirable change in the product while in storage for a period up to twenty-four (24) months.

Acceptance: The awarded successful bidder shall furnish a qualification sample of the material he proposes to furnish, along with a technical data sheet for the material, to City of Charleston, Traffic & Transportation, 180 Lockwood Blvd., Charleston, SC 29403, Attn: Troy Mitchell, for approval; however, this step may not be required when the same product has previously been tested and found acceptable. Upon receipt of an ordered shipment, additional samples will be taken at random from the shipment and tested by the Department to verify compliance with the specifications before payment for the shipment is made. Any shipment of material found not to be in conformity with these specifications will be rejected and returned to the supplier at his expense.

Delivery: The delivery of all quantities ordered shall not exceed 30 days after receipt of order (ARO).
Lot #2
SCDOT Spec. No. S005202.06-03/10/10

Description: This specification pertains to two pairs (4 conductor) and four pairs (8 conductor) cable with gray outer insulation used in traffic signal installations.

Specification: GRAY - Unless specified elsewhere, the loop lead-in cable shall be two individually shielded pairs (4 conductor). Each pair shall be individually twisted (two turns per foot minimum). The conductor shall be #14 AWG, 19 strands, bare copper. The conductor insulation shall be high density polyethylene and shall be both ultraviolet and weather resistant. The nominal insulation thickness shall be 0.025". The nominal insulation diameter shall be .124". Each pair shall be wrapped with a 0.001 inch aluminum Mylar foiled shield with a minimum 25% overlap. Aluminum is to be located on the outside. 3 (60) Non-Hydroscopic Polypropylene filler material shall be utilized to produce a circular cross section. The cabling overall lay shall be a 4.00" left hand lay. The drain wire shall be #16 AWG, 19 strands, tinned copper. The conductor cable assembly shall be wrapped with a 0.001 inch clear Mylar binder applied helically with a minimum 25% overlap. The overall cable assembly shall be provided with a high density polyethylene jacket which is both ultraviolet and weather resistant. Nominal Jacket diameter shall be 0.40" and shall have a ripcord for easy jacket removal. Nominal Cabling Diameter shall be .335". The nominal jacket thickness shall be 0.035". The outer cable jacket shall have sequential foot marks. Traffic signal cable shall be manufactured in accordance with the requirements of SCDOT, IMSA 50-2, ROHS, and the National Electric Code.

Specification: GRAY - Unless specified elsewhere, the loop lead-in cable shall be four individually shielded pairs (8 conductor). Each pair shall be individually twisted (two turns per foot minimum). The conductor shall be #14 AWG, 19 strands, bare copper. The conductor insulation shall be high density polyethylene and shall be both ultraviolet and weather resistant. The nominal insulation thickness shall be 0.025". The nominal insulation diameter shall be .134". Each pair shall be wrapped with a 0.001 inch aluminum Mylar foiled shield with a minimum 25% overlap. Aluminum is to be located on the outside. 4 (60) Non-Hydroscopic Polypropylene filler material shall be utilized to produce a circular cross section. The cabling overall lay shall be a 5.50" left hand lay. The drain wire shall be #16 AWG, 19 strands, tinned copper. The conductor cable assembly shall be wrapped with a 0.001 inch clear Mylar binder applied helically with a minimum 25% overlap. The overall cable assembly shall be provided with a high density polyethylene jacket which is both ultraviolet and weather resistant. Nominal Jacket diameter shall be 0.525" and shall have a ripcord for easy jacket removal. Nominal Cabling Diameter shall be .445". The nominal jacket thickness shall be 0.042". The outer cable jacket shall have sequential foot marks. Traffic signal cable shall be manufactured in accordance with the requirements of SCDOT, IMSA 50-2, ROHS, and the National Electric Code.

The twisted pair loop lead-in cable must also meet or exceed specifications in the chart below.

<table>
<thead>
<tr>
<th>Supply Depot Stock #</th>
<th>Insulation Color</th>
<th>Pairs</th>
<th>Conductor Pair Color Markings</th>
</tr>
</thead>
<tbody>
<tr>
<td>S005202</td>
<td>Gray</td>
<td>2</td>
<td>White + Yellow</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Red + Green</td>
</tr>
<tr>
<td>S005402</td>
<td>Gray</td>
<td>4</td>
<td>White + Yellow</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Red + Green</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>White w/black band + Yellow w/black band</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Red w/black band + Green w/black band</td>
</tr>
</tbody>
</table>
Requirements: The traffic signal cable must meet color marking requirements in the chart below:

Testing: The completed cable conductors shall withstand a 2000 volt test between each conductor and each conductor and shield. This test shall be applied for a minimum of five minutes per conductor.

Packaging: Cable shall be delivered in 1,000 ft. lengths and mounted on a reel with a maximum diameter of 36 in. and a maximum width of 15 in. Each reel must have a 2 in. center mandrel hole.

Marking: Each reel shall indicate a short description of the product, the cable length, and the manufacturer's name and address. Cable must indicate size and voltage rating.

Sales Literature and Specifications: Each bidder shall attach to his bid illustrated catalog data sheets with manufacturer's complete printed specifications covering the class or type of product covered by the bid. This material shall show reasonable evidence of having been printed before publication of the bid notice and shall be sufficiently detailed to permit the department's engineers and/or staff to properly evaluate the bid.

Deterioration in Storage: There shall be no abnormal or undesirable change in the product while in storage for a period up to twenty-four (24) months.

Acceptance: The awarded successful bidder shall furnish a qualification sample of the material he proposes to furnish, along with a technical data sheet for the material, to City of Charleston, Traffic & Transportation, 180 Lockwood Blvd., Charleston, SC 29403, Attn: Troy Mitchell, for approval; however, this step may not be required when the same product has previously been tested and found acceptable. Upon receipt of an ordered shipment, additional samples will be taken at random from the shipment and tested by the Department to verify compliance with the specifications before payment for the shipment is made. Any shipment of material found not to be in conformity with these specifications will be rejected and returned to the supplier at his expense.

Delivery: The delivery of all quantities ordered shall not exceed 30 days after receipt of order (ARO).
Lot #3
SCDOT Spec. No. S005201.03-03/10/10

Description: This specification pertains to two pairs (4 conductor) and four pairs (8 conductor) cable with black outer insulation used in traffic signal installations.

Specification: BLACK - Unless specified elsewhere, the traffic signal cable shall be (4 conductor). The conductor shall be #14 AWG, 19 strands, bare copper. The conductor insulation shall be high density polyethylene and shall be both ultraviolet and weather resistant. The wall thickness for the single conductor shall be 0.025" minimum point thickness with a .124" nominal diameter. The Cabling overall lay shall be 4.50" left hand lay. 4 (60) Non-Hydroscopic Polypropylene filler material shall be utilized to produce a circular cross section. The conductor cable assembly shall be wrapped with a 0.001 inch clear Mylar tape material applied helically with a minimum 25% overlap. The overall cable assembly shall be provided with a black high density polyethylene jacket which is both ultraviolet and weather resistant. The wall thickness shall be 0.045 inch minimum point thickness. The cable shall have a nominal cabling diameter of .296" and a nominal jacket diameter of .373" and shall have a ripcord for easy jacket removal. The outer cable jacket shall have sequential foot marks. Traffic signal cable shall be manufactured in accordance with the requirements of Underwriters' Laboratories, SCDOT, IMSA 20-1, ROHS, Federal specifications, and the National Electric Code.

Specification: BLACK - Unless specified elsewhere, the traffic signal cable shall be (8 conductor). The conductor shall be #14 AWG, 19 strands, bare copper. The conductor insulation shall be high density polyethylene and shall be both ultraviolet and weather resistant. The wall thickness for the single conductor shall be 0.025" minimum point thickness with a .124" nominal diameter. The Cabling overall lay shall be 6" with a left hand lay. 1 (60) Non-Hydroscopic Polypropylene filler material shall be utilized to produce a circular cross section. The conductor cable assembly shall be wrapped with a 0.001 inch clear Mylar tape material applied helically with a minimum 25% overlap. The overall cable assembly shall be provided with a black high density polyethylene jacket which is both ultraviolet and weather resistant. The wall thickness shall be 0.042 inch minimum point thickness. The cable shall have a nominal cabling diameter of .393" and a nominal jacket diameter of .487" and shall have a ripcord for easy jacket removal. The outer cable jacket shall have sequential foot marks. Traffic signal cable shall be manufactured in accordance with the requirements of Underwriters' Laboratories, SCDOT, IMSA 20-1, ROHS, Federal specifications, and the National Electric Code.

The traffic signal cable must also meet or exceed specifications in the chart below.

Requirements: The traffic signal cable must meet color marking requirements in the chart below:

<table>
<thead>
<tr>
<th>Supply Depot Stock #</th>
<th>Insulation Color</th>
<th>Pairs</th>
<th>Conductor Pair Color Markings</th>
</tr>
</thead>
<tbody>
<tr>
<td>S005201</td>
<td>Black</td>
<td>2</td>
<td>White + Yellow</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Red + Green</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>White w/black band + Yellow w/black band</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Red w/black band + Green w/black band</td>
</tr>
<tr>
<td>S005401</td>
<td>Black</td>
<td>4</td>
<td>White + Yellow</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Red + Green</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>White w/black band + Yellow w/black band</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Red w/black band + Green w/black band</td>
</tr>
</tbody>
</table>
Testing: The completed cable conductors shall withstand a 2000 volt test between each conductor and each conductor and shield. This test shall be applied for a minimum of five minutes per conductor.

Packaging: Cable shall be delivered in 1,000 ft. lengths and mounted on a reel with a maximum diameter of 36 in. and a maximum width of 15 in. Each reel must have a 2 in. center mandrel hole.

Marking: Each reel shall indicate a short description of the product, the cable length, and the manufacturer’s name and address. Cable must indicate size and voltage rating.

Sales Literature and Specifications: Each bidder shall attach to his bid illustrated catalog data sheets with manufacturer’s complete printed specifications covering the class or type of product covered by the bid. This material shall show reasonable evidence of having been printed before publication of the bid notice and shall be sufficiently detailed to permit the department’s engineers and/or staff to properly evaluate the bid.

Deterioration in Storage: There shall be no abnormal or undesirable change in the product while in storage for a period up to twenty-four (24) months.

Acceptance: The awarded successful bidder shall furnish a qualification sample of the material he proposes to furnish, along with a technical data sheet for the material, to City of Charleston, Traffic & Transportation, 180 Lockwood Blvd., Charleston, SC 29403, Attn: Troy Mitchell, for approval; however, this step may not be required when the same product has previously been tested and found acceptable. Upon receipt of an ordered shipment, additional samples will be taken at random from the shipment and tested by the Department to verify compliance with the specifications before payment for the shipment is made. Any shipment of material found not to be in conformity with these specifications will be rejected and returned to the supplier at his expense.

Delivery: The delivery of all quantities ordered shall not exceed 30 days after receipt of order (ARO).
Lot #4

Description: This specification pertains to six pairs (12 conductor) cable with black outer insulation used in traffic signal installations.

Specification: Black – Unless specified elsewhere, the traffic signal cable shall be (12 conductor). The conductor shall be #14 AWG, 19 strands, bare copper. The conductor insulation shall be high-density polyethylene and shall be both ultraviolet and weather resistant. The wall thickness for the single conductor shall be 0.025” minimum point thickness with a .124” nominal diameter. The Cabling overall lay shall be 6 ¾” with a left hand lay. The conductor cable assembly shall be wrapped with a 0.001 inch clear Mylar tape material applied helically with a minimum 25% overlap. The overall cable assembly shall be provided with a black high density polyethylene jacket which is both ultraviolet and weather resistant. Jacket shall be rigid, non-collapsing and does not shrink when cut in a cross-section. The wall thickness shall be 0.060 inch minimum point thickness. The cable shall have a nominal cabling diameter of 487” (+/- 5%) and a nominal jacket diameter of .607” (+/- 5%) and shall have a ripcord for easy jacket removal. The outer cable jacket shall have sequential foot marks. Traffic signal cable shall be manufactured in accordance with the requirements of Underwriters’ Laboratories, SCDOT, IMSA 20-1, ROHS, Federal specifications, and the National Electric Code.

Requirements: The traffic signal cable must also meet or exceed specifications in the chart below.

<table>
<thead>
<tr>
<th>Conductor Colors</th>
<th>Insulation Color</th>
<th>Size (AWG)</th>
</tr>
</thead>
<tbody>
<tr>
<td>White, Yellow</td>
<td>Black</td>
<td>#14</td>
</tr>
<tr>
<td>Red, Green</td>
<td></td>
<td></td>
</tr>
<tr>
<td>White w/Black Band, Yellow w/Black Band</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Red w/Black Band, Green w/Black Band</td>
<td></td>
<td></td>
</tr>
<tr>
<td>White w/Blue Band, Yellow w/Blue Band</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Red w/Blue Band, Green w/Blue Band</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Packaging: Cable shall be delivered in 1,000 ft. length reels.

Marking: Each reel shall indicate a short description of the product, the cable length, and the manufacturer’s name and address. Cable must indicate size.

Sales Literature and Specifications: Each bidder shall attach to his bid illustrated catalog data sheets with manufacturer’s complete printed specifications covering the class or type of product covered by the bid. This material shall show reasonable evidence of having been printed before publication of the bid notice and shall be sufficiently detailed to permit the department’s engineers and/or staff to properly evaluate the bid.

Deterioration in Storage: There shall be no abnormal or undesirable change in the product while in storage for a period up to twenty-four (24) months.
Acceptance: The awarded successful bidder shall furnish a qualification sample of the material he proposes to furnish, along with a technical data sheet for the material, to City of Charleston, Traffic & Transportation, 180 Lockwood Blvd., Charleston, SC 29403, Attn: Troy Mitchell, for approval; however, this step may not be required when the same product has previously been tested and found acceptable. Upon receipt of an ordered shipment, additional samples will be taken at random from the shipment and tested by the Department to verify compliance with the specifications before payment for the shipment is made. Any shipment of material found not to be in conformity with these specifications will be rejected and returned to the supplier at his expense.

Delivery: The delivery of all quantities ordered shall not exceed 30 days after receipt of order (ARO).
**Lot 1 - Questionnaire**  
(To be completed and returned with the bid)

Traffic Signal Loop Cable

<table>
<thead>
<tr>
<th>Make</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADC</td>
<td>8467</td>
</tr>
</tbody>
</table>

Conductor: 1 number  
14 AWG  
19 strands

Feature: .035 insulation thickness  
black insulation color  
5000 cable length  
24 reel size

Is this cable manufactured in accordance with the requirements of the National Electric Code (Yes or No): **yes**

Is the cable packaged 5000ft. on a 24 in. diameter reel with a 2 in. center mandrel hole (Yes or No): **yes**

Is the insulation permanently printed with a sequential footage marking every 3ft. beginning at the footage number required, per reel, descending to zero (Yes or No): **yes**

---

**Lot 2 - Questionnaire**  
(To be completed and returned with the bid)

Traffic Signal Cable (Grey) – 2 Pair

<table>
<thead>
<tr>
<th>Make</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADC</td>
<td>8782HFG</td>
</tr>
</tbody>
</table>

Conductor: 4 number  
14 AWG  
19 strands

Feature: 0.25 insulation thickness  
GRAY insulation color  
1000 cable length  
36x 28 reel size

Is this cable manufactured in accordance with the requirements of the National Electric Code (Yes or No): **yes**

Is the cable packaged 1000ft. on a 36 in. diameter maximum width 15in. reel with a 2 in. center mandrel hole (Yes or No): **yes**

Is the insulation permanently printed with a sequential footage marking every 3ft. beginning at the footage number required, per reel, descending to zero (Yes or No): **yes**
Traffic Signal Cable (Grey) – 4 Pair

Make: ADC
Type: 8784HFG

Conductor: 8 number
14 AWG
19 strands

Feature: 0.25 insulation thickness
grey insulation color
1000 cable length

High Density Polyethylene insulation type
36x28 reel size

Is this cable manufactured in accordance with the requirements of the National Electric Code (Yes or No): yes

Is the cable packaged 1000ft. on a 36 in. diameter maximum width 15in. reel with a 2 in. center mandrel hole (Yes or No): yes

Is the insulation permanently printed with a sequential footage marking every 3ft. beginning at the footage number required, per reel, descending to zero (Yes or No): yes

Lot 3 - Questionnaire
(To be completed and returned with the bid)

Traffic Signal Cable (Black) – 4 Conductor

Make: ADC
Type: 8304HF

Conductor: 14 number
4 AWG
19 strands

Feature: 0.25 insulation thickness
black insulation color
1000 cable length

High Density Polyethylene insulation type
36x28 reel size

Is this cable manufactured in accordance with the requirements of the National Electric Code (Yes or No): yes

Is the cable packaged 1000ft. on a 36 in. diameter maximum width 15in. reel with a 2 in. center mandrel hole (Yes or No): yes

Is the insulation permanently printed with a sequential footage marking every 3ft. beginning at the footage number required, per reel, descending to zero (Yes or No): yes
Traffic Signal Cable (Black) – 8 Conductor

Make: ADC
Type: 8308HF

Conductor: 8 number
14 AWG
19 strands
High Density Polyethylene insulation type

Feature: 0.25 insulation thickness
BLACK insulation color
1000 cable length
36 X 28 reel size

Is this cable manufactured in accordance with the requirements of the National Electric Code (Yes or No): YES

Is the cable packaged 1000ft. on a 36 in. diameter maximum width 15in. reel with a 2 in. center mandrel hole (Yes or No): YES

Is the insulation permanently printed with a sequential footage marking every 3ft. beginning at the footage number required, per reel, descending to zero (Yes or No): YES

Lot 4 - Questionnaire
(To be completed and returned with the bid)

Traffic Signal Cable (Black) – 12 Conductor

Make: ADC
Type: 8312

Conductor: 12 number
14 AWG
19 strands
High Density Polyethylene insulation type

Feature: 0.25 insulation thickness
BLACK insulation color
1000 cable length
36X 28 reel size

Is this cable manufactured in accordance with the requirements of the National Electric Code (Yes or No): YES

Is the cable packaged 1000ft. on a 36 in. diameter maximum width 15in. reel with a 2 in. center mandrel hole (Yes or No): YES

Is the insulation permanently printed with a sequential footage marking every 3ft. beginning at the footage number required, per reel, descending to zero (Yes or No): YES
Vendor’s Checklist

1. Did you provide required information and sign the front page of the solicitation?
   _x_ Yes _____ No

2. Did you sign the Certificate of Familiarity form?
   _x_ Yes _____ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   _x_ Yes _____ No

4. Did you sign the applicable Affidavit?
   _x_ Yes _____ No

5. Did you mark your “Original” Bid and provide the required # of copies?
   _x_ Yes _____ No

6. Did you complete and include all pricing sheets?
   _x_ Yes _____ No

7. Did you include the required references?
   _x_ Yes _____ No

8. Did you provide a copy of insurance and all other documentation requested?
   _x_ Yes _____ No

9. Did you include and sign any addenda?
   _x_ Yes _____ No

10. Did you double check to make sure you have included everything that is requested?
    _x_ Yes _____ No

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

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your response.
ADDENDUM #1 Q&A

DATE: March 30, 2021
TO: All Bidders
FROM: Robin B. Robinson
RE: 21-B007R – Traffic Signal Cables

This addendum #1 to the solicitation is being made for the following reasons:

Q-1 Regarding your bid on traffic signal cables; copper cables are in tremendous flux at the moment. Under normal conditions it is difficult to get factories to hold prices for extended periods. With current market conditions, factories will not hold pricing for more than a week if that. Can any further direction be given as to whether this is an immediate buy or will it be purchased over course of a year?

A-1 The quantities in the IFB are a per year quantity for the contract. The City will purchase the yearly quantity based on its needs; therefore, the purchase may be all at once or split over the course of the year, again, depending on the needs of the City.

If you have any questions, please feel free to call 843-724-7314. Thank you in advance for your cooperation.

Signature of Acknowledgement

Date

AMERICAN WIRE GROUP
Company Name
<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>30,000ft.</td>
<td>Traffic Signal Loop Cable, #14AWG, Single Conductor Insulated Black Footage markings, 5000ft/reel</td>
<td>$0.13/FT</td>
<td>$3,900.00</td>
</tr>
<tr>
<td></td>
<td><strong>Lot 2 - Traffic Signal Cable (Grey)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15,000ft.</td>
<td>Traffic Signal Twisted 2 pair #14AWG, Single Grey Jacket, 1000ft/reel</td>
<td>$0.70/FT</td>
<td>$10,500.00</td>
</tr>
<tr>
<td>(15 reels)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10,000ft.</td>
<td>Traffic Signal Twisted, 4 pair #14AWG, Single Gray Jacket, 1000ft/reel</td>
<td>$1.405/FT</td>
<td>$14,050.00</td>
</tr>
<tr>
<td>(10 reels)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Lot 3 - Traffic Signal Cable (Black)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10,000ft.</td>
<td>4 Conductor, #14AWG, Black Jacket, 1000ft/reel</td>
<td>$0.56/FT</td>
<td>$5,600.00</td>
</tr>
<tr>
<td>(10 reels)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20,000ft.</td>
<td>8 Conductor, #14AWG, Black Jacket, 1000ft./reel</td>
<td>$1.063/FT</td>
<td>$21,260.00</td>
</tr>
<tr>
<td>(20 reels)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Lot 4 - Traffic Signal Cable (Black)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10,000ft.</td>
<td>12 Conductor, #14AWG, Black Jacket, 1000ft./reel</td>
<td>$1.48/FT</td>
<td>$14,800.00</td>
</tr>
<tr>
<td>(10 reels)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td></td>
<td></td>
<td>$70,110.00</td>
</tr>
<tr>
<td><strong>Shipping Fee</strong></td>
<td></td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td><strong>9% Tax</strong></td>
<td></td>
<td>N/A*</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td>$70,110.00</td>
</tr>
</tbody>
</table>

*AWG is not licensed to collect tax in SC.

**NOTE**
Quantities will not be purchased all at once. These quantities will be purchased over the course of time. The City cannot do minimum quantity orders.

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

**Lot 1 – Traffic Signal Loop Cable**
- Traffic Signal Loop Cable, #14AWG, Single Conductor Insulated Black Footage markings, 5000ft/reel
  - Quantity: 36,000ft. (6 reels)
  - Unit Price: $0.22/FT
  - Total Price: $6,600.00

**Lot 2 – Traffic Signal Cable (Grey)**
- Traffic Signal Twisted 2 pair #14AWG, Single Grey Jacket, 1000ft/reel
  - Quantity: 15,000ft. (15 reels)
  - Unit Price: $1.16/FT
  - Total Price: $17,400.00
- Traffic Signal Twisted, 4 pair #14AWG, Single Gray Jacket, 1000ft/reel
  - Quantity: 10,000ft. (10 reels)
  - Unit Price: $2.400/FT
  - Total Price: $24,000.00

**Lot 3 – Traffic Signal Cable (Black)**
- 4 Conductor, #14AWG, Black Jacket, 1000ft/reel
  - Quantity: 10,000ft. (10 reels)
  - Unit Price: $0.950/FT
  - Total Price: $9,500.00
- 8 Conductor, #14AWG, Black Jacket, 1000ft./reel
  - Quantity: 20,000ft. (20 reels)
  - Unit Price: $1.770/FT
  - Total Price: $35,400.00

**Lot 4 – Traffic Signal Cable (Black)**
- 12 Conductor, #14AWG, Black Jacket, 1000ft./reel
  - Quantity: 10,000ft. (10 reels)
  - Unit Price: $2.30/FT
  - Total Price: $23,000.00

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
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<tbody>
<tr>
<td>Lot 1 – Traffic Signal Loop Cable</td>
<td>$0.22/FT</td>
<td>$6,600.00</td>
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<tr>
<td>Lot 2 – Traffic Signal Cable (Grey)</td>
<td>$1.16/FT</td>
<td>$17,400.00</td>
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<tr>
<td>Lot 3 – Traffic Signal Cable (Black)</td>
<td>$0.950/FT</td>
<td>$9,500.00</td>
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<td>Lot 4 – Traffic Signal Cable (Black)</td>
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</tr>
<tr>
<td>Lot 1 – Traffic Signal Loop Cable</td>
<td>$2.30/FT</td>
<td>$23,000.00</td>
</tr>
</tbody>
</table>

Sub-Total: $115,900.00
Shipping Fee: N/A
9% Tax: N/A*
Total: $115,900.00

*AWG is not licensed to collect tax in SC.

**NOTE**
Quantities will not be purchased all at once. These quantities will be purchased over the course of time. The City cannot do minimum quantity orders.

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

TO: John J. Tecklenburg, Mayor

FROM: Randall K. Benjamin

DEPT. Traffic & Transportation

SUBJECT: PORTABLE TRAFFIC SIGNAL SYSTEM

REQUEST: Approval to establish a contract for Portable Traffic Signal System with Bullzeye Equipment & Supply, PO Box 484, Moncks Corner, SC 29461

Solicitation #21-B011R

COMMITTEE OF COUNCIL: Ways & Means DATE: June 15, 2021

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

Corporate Counsel x N/A
Cap. Proj. Cmte. Chair □ □
Traffic & Transportation □ □ x
Procurement Director □ □ x

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

If yes, provide the following:
Dept./Div.: 230000
Account #: 52086

Balance in Account □ Amount needed for this item $150,000.00

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

NEED: Identify any critical time constraint(s).

CFO’s Signature: Amy W. Harton

FISCAL IMPACT: State Traffic Signalization Funding. 1 Portable traffic signal system per year over the next 5 years maximum.

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: Gary Cooper, Director of Procurement  
    Budget, Finance and Revenue Department

FROM: Troy Mitchell, Signal System Manager  
       Department of Traffic and Transportation

SUBJECT: Portable Traffic Signal System

DATE: June 4, 2021

The portable traffic signal system is a reliable backup automated system that is needed to effectively manage traffic in emergencies due to signal knock downs, repairs at signalized intersections, hurricane or special events.
# BID TABULATION SHEET

**CITY OF CHARLESTON**  
Charleston, South Carolina  
Traffic & Transportation

**DATE:** May 6, 2021  
**SOL. #** 21-B011R  
**BUYER:** ROBIN B. ROBINSON

## Portable Traffic Signal System

<table>
<thead>
<tr>
<th>QTY.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>TOTAL</th>
<th>UNIT</th>
<th>TOTAL</th>
<th>UNIT</th>
<th>TOTAL</th>
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<td>Portable Traffic Signal System</td>
<td>$23,160.00</td>
<td>$92,640.00</td>
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<td>2</td>
<td>PTS Programmers</td>
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<tr>
<td>1</td>
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<table>
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<tr>
<th>QTY.</th>
<th>DESCRIPTION</th>
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<th>UNIT</th>
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**SUB-TOTAL:** $34,840.00 $136,360.00 $53,380.00 $209,545.00 $40,051.00 $154,714.00 $34,600.00 $135,100.00

**Delivery/Shipping:** 0.00 0.00 0.00 0.00

**State Tax 9%:** 3,135.60 12,272.40 4,804.20 18,859.05 3,604.59 14,056.83 3,114.00 12,159.00

**TOTAL:** $37,975.60 $148,632.40 $58,184.20 $228,404.05 $43,655.59 $170,243.83 $37,714.00 $147,259.00

**COMMENTS:**

**BUYER:** [Signature]  
**WITNESS:** [Signature]
AGREEMENT BETWEEN THE CITY OF CHARLESTON
AND BULLZYE EQUIPMENT & SUPPLY FOR
PORTABLE TRAFFIC SIGNAL SYSTEM

THIS AGREEMENT is entered into this _____ day of ______________, 20___
between the City of Charleston, a municipal corporation organized under the laws of the State of
South Carolina (hereinafter referred to as “the City”), and Bullzeye Equipment & Supply
(hereinafter referred to as the “Contractor”).

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

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish services and any necessary supplies
and equipment for the Portable Traffic Signal System in accordance with Solicitation
#21-B011R. All attachments and exhibits, including Exhibits A, B, C and D listed
below, shall be incorporated herein:

Exhibit A: Solicitation #21-B011R (the “Invitation for Bid”)
Exhibit B: Insurance Requirements
Exhibit C: Contractor’s Proposal

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

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

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

4. The Contractor shall bill only for work according to Exhibit A and Exhibit C as
approved by the City and the proposed pricing for such work as shown in Exhibit D.
No additional work shall be performed unless requested by the City Official
authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.

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

§2. CONTRACT TERM

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

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $150,000.00 (One Hundred Fifty Thousand Dollars and Zero Cents) to be made in accordance with the Request for Proposal, Addenda and the Contractor(s)' Proposal Response and Cost Proposal, Exhibits A, and C. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 833, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.

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

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

§5. SUBCONTRACTORS

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

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

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

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

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

§6. INDEMNIFICATION

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

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice,
Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

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

§8. GRATUITIES AND KICKBACKS

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

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

§9. TERMINATION

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

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

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

§11. NOTICES

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

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

To: Bullzeye Equipment & Supply
    Kristie Collins
    Owner
    PO Box 484
    Moncks Corner, SC  29461

With copies to:

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

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

§12. CHANGE ORDERS

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

§13. ENTIRE AGREEMENT

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

§14. GOVERNING LAWS

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

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

§16. PUBLICITY RELEASES

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

§17. INDEPENDENT CONTRACTOR

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

§18. SEVERABILITY

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

§19. WAIVER OF CONTRACTUAL RIGHTS

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

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

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

§21. BACKGROUND CHECK

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

§22. SC STATE AND LOCAL TAX

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

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

Contractor shall calculate that portion of this Agreement that is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

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

§23. NONDISCRIMINATION

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>John J. Tecklenburg</td>
<td>Date</td>
</tr>
<tr>
<td>Mayor</td>
<td>Date</td>
</tr>
</tbody>
</table>

| Name          | Date       |

WITNESSES FOR VENDOR:

<table>
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<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kristie Collins</td>
<td>Date</td>
</tr>
<tr>
<td>Owner</td>
<td>Date</td>
</tr>
</tbody>
</table>

| Name          | Date       |

| Name          | Date       |
EXHIBIT A

Bid Number: 21-B011R    Bids will be received until: May 6, 2021 @ 12:00pm
Bid Title: Portable Traffic Signal System

Mailing Date: April 9, 2021    Direct Inquiries to: Robin B. Robinson

Vendor Name: FEIN/SS#: 
Vendor Address: 
City – State – Zip: 
Telephone Number: Fax Number: 

Minority or Women Owned Business:
Are you a certified Minority or Women-Owned business in the State of South Carolina? □ Yes □ No
If so, please provide a copy of your certificate with your response. 

Authorized Signature: ___________________________ Title: ___________________________
Date: ___________________________

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.

IMPORTANT

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

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

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

4. Questions regarding this solicitation must be submitted to Robin B. Robinson in writing no later than 1:00pm on April 21, 2021. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson at robinsonr@charleston-sc.gov.
INSTRUCTIONS TO BIDDERS

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

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

All pages that require a Signature shall be included with the bid. Failure to include these required pages may result in the bid being deemed Non-Responsive.

2. Bidders must clearly mark as “Confidential” each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

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

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

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

6. Proposals may be withdrawn by written request received from the Bidder prior to the time set for opening of Proposals, but not thereafter.
7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request “at cost” for the City’s internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

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

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

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

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

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

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

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

15. The Bidder is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.
16. GRATUITIES AND KICKBACKS
A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

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

17. BIDDER REPRESENTATIONS
Each Bidder by submitting a Proposal represents that:

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

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

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

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

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

18. COMPETITIVE PROCUREMENT
It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Bidder's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.
19. ADDENDA/CHANGES
Any additions, deletions, modifications, or changes made to this Solicitation shall be
processed through the City’s Procurement Director. Any deviation from this procedure
may result in the disqualification of the proposal or the cancellation of any contract
resulting from this Solicitation. Requests for interpretation of this Solicitation and any
other questions concerning the Solicitation shall be made in writing, and addressed to the
City’s Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina
29401. Questions may be transmitted by fax, but it shall be the responsibility of the
sender to confirm receipt by the City. These requests must be submitted by the deadline
for written questions. Responses to said requests shall be made at the discretion of the
City’s Procurement Director. When issued, such interpretations and answers to such
questions shall be in the form of an addendum to the Solicitation which shall be posted on
the City’s website, www.charleston-sc.gov. All such addenda shall become part of the
Solicitation and each Bidder shall be bound by such addenda whether or not received by
the Bidder. The City of Charleston shall not be legally bound by any amendment or
interpretation that is not in writing.

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

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

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

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

D) The City may choose to award to more than one vendor if it is in the best interest
of the City.

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

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

22. CONTRACT ADMINISTRATION
Questions or problems arising after award of this contract shall be directed to the
Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence
concerning this contract shall be sent to the Contracts’ Coordinator, 75 Calhoun Street,
Suite 3500 Charleston, SC 29401.
23. NOTICE OF AWARD OF CONTRACT
The successful Bidder shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Bidder(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Bidder(s) prior to issuance of the Notice to Proceed.

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

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

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

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

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

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

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

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

31. **ASSIGNMENT**
   The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.
32. **SUBCONTACTORS**
   
   A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.

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

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

   D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

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

33. **SUSPENSION OF WORK**

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

34. **TERMINATION**

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

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

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

B) By signing its proposal, the successful Bidder(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.

C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

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

37. PERMITS AND LICENSES

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

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

38. DISPUTES

Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.
39. **STATE AND LOCAL TAXES**
   A) Except as otherwise provided, contract prices shall include all applicable state and local taxes.

   B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

   C) Contractor shall calculate that portion of the contract which is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

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

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

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

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

43. **DRUG-FREE WORKPLACE**
    (Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

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

45. **SUBMITTING CONFIDENTIAL INFORMATION**

For every document Bidder submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Bidder must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Bidder contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Bidder contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Bidder shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Bidder shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED," (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Bidder's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Bidder agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the City withholding information that Bidder marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED."

46. **RECORDS RETENTION & RIGHT TO AUDIT**

The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.
47. **COST**
Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

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

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

50. **DISCUSSION/NEGOTIATION:**
By submission of a proposal, a Bidder agrees that during the period following issuance of a proposal and prior to final award of contract, the Bidder **shall not** discuss this Procurement with any party except members of the City’s Procurement Division or other parties specifically designated in this solicitation.

51. **NON-DISCRIMINATION**
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at [http://charleston-sc.gov/index.aspx?nid=246](http://charleston-sc.gov/index.aspx?nid=246). To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

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

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

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

55. PROMPT PAYMENT DISCOUNT TERMS
Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION
The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. ARBITRATION
Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES
The Bidder shall state his normal warranty and any extended warranties where available. Excluding any manufacturer’s warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES
Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS
All questions and written responses, interpretations, corrections or changes to the IFB will be made by Addendum. Addenda will be mailed or otherwise delivered to all Bidders who have notified the City Procurement Division of receipt of the proposal.

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

62. AFFIRMATIVE ACTION
The successful Bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
63. **WAIVER**
The City reserves the right to waive any Instruction to Bidders, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. **RESPONSE PERIOD**
All responses shall be good for a minimum period of ninety (90) calendar days.

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

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

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. **General Liability**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

2. **Automobile Liability**: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. **Workers’ Compensation**: Statutory limits are required by South Carolina state law, and employer’s liability limits of $100,000 per accident.

4. **Professional Liability**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

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

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

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

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

1. **General Liability and Automobile Liability Coverages**

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

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

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

2. **Workers’ Compensation**

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

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

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

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.
H. Insurance must be placed with an approved insurance company with current Best’s rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

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

Required certificates should be mailed to:

   City of Charleston  
   Procurement Division  
   75 Calhoun Street, Suite 3500  
   Charleston, SC 29401
NO BID RESPONSE FORM

Bid Number: 21-B011R    Bids will be received until: May 6, 2021 @ 12:00pm
Bid Title: Portable Traffic Signal System
Mailing Date: April 9, 2021    Direct Inquiries to: Robin B. Robinson
Vendor Name:    FEIN/SS#: 
Vendor Address: 
City – State – Zip: 
Telephone Number:    Fax Number: 

Minority or Women Owned Business:
Are you a certified Minority or Women-Owned business in the State of South Carolina? □ Yes □ No
If so, please provide a copy of your certificate with your response.

Authorized Signature: ___________________________    Title: ___________________________
Date: ___________________________

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must sent in if not sending in a submission.

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

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

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

Comments: _______________________________________

_________________________________________________

_________________________________________________
CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached Bid, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this Bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to Bid by all conditions of this solicitation and certify that I am authorized to sign this Bid. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name
As registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Email Address

Telephone Number

Toll-Free Number (if available)

Fax Number

Remittance Address

Date

City, State, Zip

Federal Tax ID (FEIN)/SS Number

SC Sales Tax Number

Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?
☐ Yes   ☐ No
If so, please provide a copy of your certificate with your response.
CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

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

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

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

BUSINESS NAME: _______________________________________

CHARLESTON STREET ADDRESS: ____________________________

SIGNATURE: ____________________________ TITLE: __________

By: ________________________________
(Print Name)

Sworn to and subscribed before me at _______________________

State of ____________________, this __________ day of __________, 20_____.

________________________________________(SEAL)

Notary Public for ___________________

My Commission Expires __________
MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston’s Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

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

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

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

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston’s web site www.charleston-sc.gov under “BIDLINE” link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City’s MWBE Compliance Provisions.


      AND

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

      OR

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

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

Name of Company: ____________________________

Signature ____________________________ Date ____________________________

Print Name ____________________________ Title ____________________________

Witness ____________________________
AFFIDAVIT A
Page 1 of 2

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

Affidavit of ____________________________ (Name of Bidder)

I have made a good faith effort to comply with the City of Charleston’s MWBE compliance provisions under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

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

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

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

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

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

- 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

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

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

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

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

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

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

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

Date:____________ Name of Authorized Officer (Print/Type): ____________________________

Signature: ____________________________

Title: ____________________________
AFFIDAVIT A
Page 2 of 2

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

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

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<th>1. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
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<td>Minority Firm Telephone Number</td>
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I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: __________________ Name of Authorized Officer (Print/Type): ____________________________

Sworn to before me this ______ day of ______________________, 20__

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

Print Name: __________________________________________
Phone Number: _______________________________________
Address: ____________________________________________

Signature:_________________________________________
Title: _____________________________________________
Notary Seal: ________________________________________
AFFIDAVIT B

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

Affidavit of _______________________________. I hereby certify that on the
(Name of Bidder)
_________________________________________, Total Project Amount $ ___________
(Project Name)
I will make a good faith effort to expend a minimum of _______% of the total dollar amount of the Contract
with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as
subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to
the following businesses listed below:

(Attach additional sheets if needed)

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<tr>
<th>Name and Phone Number</th>
<th>*Minority Code</th>
<th>Work Description</th>
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Total MBE Participation: _______% $ ___________

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

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

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

Date: __________ Name of Authorized Officer (Print/Type): _______________________________

Signature: ________________________________

Title: _______________________________

Sworn to before me this __ day of __________, 20__. Notary Public for the State of _____________________

My Commission Expires: ________________________________

Print Name: ________________________________

Phone Number: ________________________________

Address: ________________________________

Notary Seal: ________________________________

32
AFFIDAVIT C

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

Affidavit of ____________________________

(Name of Bidder)

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

(Name of Project)

contract.

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

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

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

Date:__________ Name of Authorized Officer (Print/Type):______________________________

Signature:______________________________________________________________

Title:______________________________________________________________

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

______________________________
Notary Seal:
References
Bidders must supply a minimum of four (4) references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

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General Information

The City of Charleston, South Carolina is soliciting vendors for the **Portable Traffic Signal System**. The Vendor should provide detailed information of product/service they are bidding.

**Procurement Process**

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

**Questions**

Every effort has been made to insure that all information needed by the Bidder is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. *The City Will Not Accept telephone calls or visits regarding this Solicitation. All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov. Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on April 21, 2021.* No interpretation shall be binding upon the City unless in writing from the City’s Corporate Counsel.

**Oral Statements**

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

**Contractor Solely Responsible for Performance**

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

**Disqualification of Bidders**

Bidders may be disqualified for any of the following reasons:

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

**Suspension and Debarment**

The Bidder certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Bidder is unable
to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

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

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

**Receipt of Bids**
Bids must be submitted to and received by the City no later than the date and time specified within this solicitation. Bidders mailing proposals should allow a sufficient mail delivery period to insure timely receipt (May 6, 2021 @ 12:00pm) of their proposal by the City. Bids received after the scheduled due date and time will not be considered.

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

**Required Forms and Signature Pages**
Offerors shall include as an appendix, all ancillary forms required in this Invitation for Bid (IFB). Required forms include, but are not limited to the following:

- IFB Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

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

a) All bids should be clearly marked “21-B011R Portable Traffic Signal System” and submitted in a sealed envelope.
b) Bids must be submitted by mail or hand delivered to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.

c) Proposals must be received in the City’s Procurement Office no later than 12:00pm on May 6, 2021. Late proposals will not be accepted for any reason.

d) No more than one bid may be submitted by any Vendor.

e) The bid must be signed by an official authorized to contractually bind the Vendor.

f) All forms from this solicitation requiring signature must be included in the bid.

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

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

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

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

FUNCTION

The system should include, as a minimum, the following features:

a) 4-way Intersection Control: The unit priced should be sufficient to support the full functionality to control a high volume four-way intersection. If this function requires multiple units, the bid must include the quantity and pricing for units sufficient to perform this function. Units set to perform standard single lane closure applications will not be sufficient for this need.

b) Mast Arm Trailer: The unit needs to be a towable, trailer mounted, hydraulically lifted mast and arm. It shall have two (2) twelve inch (12") ITE approved signals with optional back-plates. The unit shall include a battery powered hydraulic pump for raising and lowering the arm. Lifting mechanisms using cable, winches, or linear actuators are not acceptable. The chassis of the unit will provide multiple points at which auxiliary equipment may be mounted. The trailer shall have fourteen- to sixteen-inch (14-16) wheels; fenders, and standard DOT required trailer lights.

The unit should have drop tongue that can be hinged down and locked toward the ground as well as be removable. The tongue should be provided with a standard two-inch (2") ball hitch. There needs to be at least 2,000 lbs. capacity extendable leveling jacks at each of the four corners of the trailer. In the folded position, the unit less the hitch shall not exceed the following over-all dimensions: 72” width, 112” length, or 114” height. The removable hitch will typically extend 56 inches in front of the trailer, for a 168” total length.

The arm should be fifteen feet (15’) long, extended from the side of the trailer, long enough to make five (5) section left turn signals feasible in the overhead position and give a minimum of seventeen feet (17”) feet clearance over the baseline established by the jacks. A lock or fixed mechanism shall keep the arm from lowering once the reach is established. Each trailer will have two (2) ITE approved twelve-inch (12") three-section signals in place: one at the outer end of the arm, the other mounted on the vertical mast, each equipped with optional back-plates and tunnel visors. The unit needs to withstand at least ninety (90) mph wind gusts. The wind gust rating assumes the entire weight of the unit is carried by the jack stands, the unit is level, and the jack stands are on clean, dry pavement.

The chassis and mast shall be labeled to designate pinch points, electrical hazards and overhead power line cautions. There needs to be an electrical grounding lug provided to terminate to a user supplied driven electrical ground. The primary pivot point of the mast, when fully extended, shall have a positive mechanical lock to ensure the mast remains upright. All other joints and extensions of the mast or arm should have positive mechanical locks or pins to prevent the collapse or unauthorized movement or dismantling of the mast or arm. The unit shall have a receiver type hitch in the rear, enabling a receiver tube to be installed for towing multiple units in tandem. The unit needs to include a rear electrical receptacle for plugging in lights from a second (2nd) unit for tandem towing. The hydraulic pump shall power the mast in both up and down directions. The pump flow should be restricted to limit the maximum speed of travel of the arm to a safe speed.
Operator safety must be enhanced by the use of a nonconductive pendant to operate the pump via a minimum six-foot (6') long cable, allowing the operator to step away from the trailer so he can clearly watch the mast as it rises to observe for power lines, traffic or other obstructions. The hydraulic pump and pump battery terminations shall be housed in a lockable enclosure. The unit shall be powder coated a highway safety orange, and have reflective decals placed appropriately to meet DOT requirements for the State of South Carolina. The unit shall have an axle and suspension rated adequately to handle the overall trailer weight. Trailers that have a gross weight over 3,000 lbs. must be equipped with trailer brakes.

The system shall comply with the requirements for Portable Traffic Control Signals as defined in the Federal Manual of Uniform Traffic Control Devices (MUTCD), Part IV, 4B-4, including specifically the requirements pertaining to signal heads, lamps, spacing of signals, clearance and number of signal faces. For optimizing signal viewing, signal mountings shall allow a 180 degrees vertical axis of rotation and adjustments also for up and down alignments. The system needs to be delivered with matching programmable, weatherproof, 4-digit combination padlocks for all enclosures.

c) **Emergency Portable Mast Arm Knock-Down Capability:** Each independent portable signal trailer shall have the capability to flash yellow or red, or be used as a knock down replacement portable mast arm, independent of other trailers. In this case, the control system shall enable external AC signal inputs to run the LED signal heads independent of the normal control system.

d) **Traffic Signal Time Controller:** The controller shall conform to Institute of Transportation Engineers (ITE) Advanced Transportation Controller (ATC) standards for permanent traffic controller functionality and shall be menu driven through a menu driven display and keypad. The display should be able to show programming parameters, and real-time operational parameters not limited to: each timing interval should have the capability to flash yellow or red, or be used as a knock down replacement portable mast arm, independent of other trailers. In this case, the control system shall enable external AC signal inputs to run the LED signal heads independent of the normal control system.

d) **Traffic Signal Time Controller:** The controller shall conform to Institute of Transportation Engineers (ITE) Advanced Transportation Controller (ATC) standards for permanent traffic controller functionality and needs to be menu driven through a menu driven display and keypad. The display should be able to show programming parameters, and real-time operational parameters not limited to each timing interval being timed including green min, green max, green extensions, yellow and red as well as which phase is being timed.

Standard traffic signal nomenclature shall be used, making the assumption that a movement of traffic is a phase and that individual parts of the phases timing are intervals. The controller shall have a minimum 16-phase controller functionality for a four-way intersection and shall have a minimum of six (6) output circuits at each master or remote locations. When vehicle detectors are added to the system, the software must be able to allow for the extension of green-time with each vehicle detected in the direction of moving traffic rather than simply identifying the first vehicle in the line of traffic. If the trailer signal outputs are DC or DC LED signal heads, provision shall be provided for running the DC signal heads from an AC signal source.
The traffic controller shall have the following phases included:

1. Northbound movement
2. Southbound movement
3. Eastbound movement
4. Westbound movement
5. N left turn
6. S left turn
7. E left turn
8. W left turn
9. Protected right hand turns
10. Protected pedestrian movements with audible voice for functional/accessibility needs compliance

Additional Controller Features should include:

**Green Recycle:** The controller shall be set up to enable a recycle in the middle of the red clearance time when the phase just clearing is headed toward a red rest but receives a vehicle call and there is no other phase receiving a call to service. When this controller is being operated in an actuated mode, this feature will time an adjustable time interval, typically five (5) sections, before engaging the recycle. The recycle when activated recycles back to green of the last phase serviced, cutting off the remaining all red time (This is sometimes called green revert). In no case would the recycle be activated if vehicles calls (or any type of call to service) remain on any other phases. The all red time related to each phase using the green recycle is effectively made up of two timing intervals, the first a minimum 0-25.5 second interval and the second an interval of minimum 0-255 seconds.

**Dual Entry:** Allowing for receipt of inputs from multiple traffic detection devices on multiple phases simultaneously.

**Dual Right:** Allowing for control of intersection with two (2) protected left hand turn movements.

**Dual Ring Actuated Traffic Control:** Eight (8) phase dual ring allowing left turn movements to happen based upon vehicle detection, but allowing directions through movements to continue on. The signal shall allow controller to split traffic movements up to provide for maximum flexibility in high traffic volume applications.

**Controller Memory:** The controller shall have the ability to register and retain a vehicle call on any designed phase if the vehicle call was made at the time when the clearance intervals were initiated. This is to ensure the phase is serviced at the next appropriate place in the controller phasing, reducing the likelihood of traffic being trapped in the detection zone. The controller and power systems must have adequate over current protection suing breakers or fuses. Fuses should be industry standards if used.

**Conflict Monitor:** The conflict monitor shall conform to ATC specification monitor functionality. Monitors must be factory tested before installation. A multiple trailer signal
system consisting of master-secondary arrangements shall by design, remain inoperable unless the conflict monitor is installed. Provision shall be made in the monitoring system to accommodate different phasing and numbers of remote trailers. It needs to also be able to monitor five (5) section heads. Monitoring shall be done according to standard permanent signal conventional functionality except for having connections being made wireless through the radio system.

**Modes of Failure:** Malfunction management system shall monitor the following functions at a minimum in real time: power, voltage, conflict, lack of signal. If the conflict monitor orders a fail mode, the traffic signals should display a default flashing red (also programmable yellow, steady yellow and steady red) at both ends of the work zone. If there is a loss of power, the traffic signals shall be dark on the trailer affected and the traffic signals on the other trailer shall flash. Monitoring shall be done according to standard permanent signal conventional functionality except for having connections being made wireless through the radio system.

**Modes of Failure:** Malfunction management system shall monitor the following functions at a minimum in real time: power, voltage, conflict, lack of signal. If the conflict monitor orders a fail mode, the traffic signals shall display a default flashing red (also programmable yellow, steady yellow and steady red) at both ends of the work zone. If there is a loss of power, the traffic signals shall be dark on the trailer affected and the traffic signals on the other trailer should flash. The monitoring system shall be able to detect the difference between soft and hard fail conditions. If enabled, soft fail conditions such as losing the radio signal shall enable the system to restart if and when the soft fail condition is corrected.

**I/O Mapping:** The controller system inputs and outputs should be map able. This shall as a minimum enable detector and phase assignments to be changed.

**Vehicle Actuation:** The system shall be able to run in pre-timed, actuated or semi-actuated modes. This shall be programmable through a keyboard or handheld device. Each unit (Master and Secondary) shall have a non-intrusive vehicle detector mounted on its mast arm, which shall require no pavement cuts or any connection to the pavement. The detector shall be capable of covering one or more lanes and have a detection range of up to 200 feet for cars and trucks, assuming straight, level pavement. Other optional detection systems shall be compatible with system inputs.

**Preemption:** The control system shall be able to accommodate the addition of preempt inputs. The preemption programming shall be as typical for permanent traffic signal equipment.

**Time Base Coordination:** The controller shall have an internal time clock and internal time base coordination. It shall have the optional capability to coordinate into existing traffic systems.

**Programming Capability:** The controller shall include clock/calendar and needs to be able to be programmed for up to twenty (20) day plans with multiple events and situations.

Remote monitoring capability.
e) **Wireless Communication/Interconnection:** The following shall be the minimum common requirements for the Wireless Transceiver.

It must:
- Operate in license-free, Spread Spectrum Bands (902-928 MHz) utilizing Frequency Hopping
- Be capable of maintaining wireless communication in all types of terrain without direct line of sight
- Operate multiple user-selectable non-overlapping hopping patterns
- Operate multiple user-selectable non-overlapping hopping patterns
- Be completely configurable via the provided menu driven display/keypad
- Provide Bi-directional radio transmission with confirmation
- Real time data transfer ensuring multiple transfers of data with error checking for live monitoring
- Have LED indicators for PWR/RF Link Status
- Have an operating temperature of -40 to +80 degrees C
- Operate within the full operating voltage ranges of the DC system
- Programmable RF output levels of 1mW, 10 mW, 100 mW or 1 Watt c/o supplied operator interface
- Operate as Master, Remote, or Repeater
- Have RSSI signal strength indicator LEDs
- Allow firmware updates w/o industry standard port

f) **Cabinet Requirements:** The radio, monitoring, and control equipment shall be enclosed in a weather tight enclosure of NEMA 3R standards. It shall also contain a battery charger (120 VAC input) and charge controller. The bottom of the cabinet should have a spring loaded trap door access hole for running a power cord into the battery charger.

g) **Signals:** The system shall be designed to use LED traffic single heads. In a fail mode the signal system shall be programmable for flash or steady, and yellow or red color.

h) **Batteries:** Batteries shall be a deep cycle lead acid absorbed glass mat (AGM) type. They shall be hermetically sealed and shall be maintenance free. Batteries shall be housed in enclosure(s) secure from vandalism, theft and weather. The enclosure(s) shall also keep the batteries securely in place during transport.

i) **Signals:** The system shall be designed to use LED traffic single heads. In a fail mode the signal system shall be programmable for flash or steady, and yellow or red color.

j) **Batteries:** Batteries shall be a deep cycle lead acid absorbed glass mat (AGM) type. They shall be hermetically sealed and needs to be maintenance free. Batteries needs to be housed in enclosure(s) secure from vandalism, theft and weather. The enclosure(s) must also keep the batteries securely in place during transport.

k) **Solar Charging Option:** Each unit (Master and Secondary) shall have adequate solar charging capacity to ensure each can operate independently of line power auxiliary charging devices for a minimum of the six best solar months in the forty-eight (48) contiguous states of the Unites States. The solar array on each unit shall be capable of tilt
adjustment on two (2) axes in order to maximize the efficiency hardware shall use high security bolt heads. The solar arrays shall be capable of being stowed in a manner so they are entirely within the boundaries of the framework of the trailer and minimize wind resistance when the trailer is towed.

l) **Battery Charger:** A 120VAC battery charger shall be provided for the instance when batteries need to be charged from an external source. It must be rated at a minimum wattage of 360 watts.

m) **Charge Controller:** A charge controller shall be provided for interfacing between the solar panels, the control system, and the batteries. Any combination shall be able to be used simultaneously. It needs to be maximum power point tracking, multiple stage configurable to optimize charge parameters, battery temperature and AGM battery superior charge parameters. The charge controller shall be rated to handle the solar system maximum outputs. It shall have current limiting. It needs to have a digital display to monitor charge performance.

n) **System Capabilities:** Trailer systems shall be able to be used within larger, compatible, portable traffic equipment and systems. The radio and control system shall be able to work within larger systems that have greater phasing capabilities, more complex deployments and larger power consumption needs such as five (5) section head left turn movement, or side street signals and system with longer mast arms.

2. MATERIALS AND CONSTRUCTION
   
a) **Portable Traffic Signal System:** All materials and labor to considered shall be included in the price for the Portable Traffic Signal System. Upon delivery the vendor must setup, demonstrate, test, and train the receiver on all components of the Portable Traffic Signal System.

3. TRAINING
   
   Onsite training (location determined by the City of Charleston) must be provided for the unit and the bid price must include any associated charges with providing this training. A weatherproof operators manual needs to be included to store on the unit.
<table>
<thead>
<tr>
<th>Item #</th>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>4</td>
<td>Solar-Assisted Signal Trailers with: Tandem tow capability (2) signal heads per trailer All LED lamps (1) Controllers per trailer Wireless Radio Communication System per trailer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>PTS Programmers</td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td>4</td>
<td>Wireless Knockdown Package</td>
<td></td>
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<tr>
<td>4</td>
<td>4</td>
<td>Radar Sensors – Motion detectors for signal actuation, includes (1) sensor, which allows for real-time traffic actuation</td>
<td></td>
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<tr>
<td>5</td>
<td></td>
<td>Training (approximately 10 hours)</td>
<td></td>
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</tr>
</tbody>
</table>

*The City reserves the right to order the below items at any time during the contract period if the need occurs:*

<table>
<thead>
<tr>
<th>Item #</th>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>1</td>
<td>Advanced Remote Monitoring System – Annually recurring data air-time fee, which allows City to access monitoring website, track equipment and receive text message alerts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>4</td>
<td>Video Detection – True presence detection via multiple detection zones. Includes video camera, module, inverter, video monitor, and all cables/brackets for (1) trailer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>4</td>
<td>Left Turn Arrow Package – Includes (1) 2-section poly head with LEDs (yellow &amp; green arrow) controller, circuit board, miscellaneous hardware and wiring to connect to a new or existing overhead signal</td>
<td></td>
<td></td>
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<tr>
<td>9</td>
<td></td>
<td>Warranty</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Delivery/Shipping Fee**

**9% Tax (SC State/County/Local)**

**Total**

**The City will not be purchasing all four (4) at one time. The City reserves the right to purchase as the need arises.**
Vendor’s Checklist

1. Did you provide required information and sign the front page of the solicitation?
   _____ Yes _____ No

2. Did you sign the Certificate of Familiarity form?
   _____ Yes _____ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   _____ Yes _____ No

4. Did you sign the applicable Affidavit?
   _____ Yes _____ No

5. Did you mark your “Original” Bid and provide the required # of copies?
   _____ Yes _____ No

6. Did you complete and include all pricing sheets?
   _____ Yes _____ No

7. Did you include the required references?
   _____ Yes _____ No

8. Did you provide a copy of insurance and all other documentation requested?
   _____ Yes _____ No

9. Did you include and sign any addenda?
   _____ Yes _____ No

10. Did you double check to make sure you have included everything that is requested?
    _____ Yes _____ No

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

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

INSURANCE REQUIREMENTS

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

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 10 93.

2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.

B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. **WORKERS’ COMPENSATION**: Statutory limits are required by South Carolina state law, and employer’s liability limits of $100,000 per accident.

4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

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

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:
(a) to be excess insurance over any project professional liability policy, and
(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy’s limits of liability are exhausted, or if the policy expires.

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers’ Compensation

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

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

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

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

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

Required certificates should be mailed to:

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

Bid Number: 21-B011R  Bids will be received until: May 6, 2021 @ 12:00pm
Bid Title: Portable Traffic Signal System
Mailing Date: April 9, 2021  Direct Inquiries to: Robin B. Robinson
Vendor Name: Bullseye Equipment Supply, FEIN/SS#: 80-0867438
Vendor Address: 3049 Old Hwy 52
City - State - Zip: Moncks Corner, SC 29461
Telephone Number: 843-899-4001  Fax Number: —

Minority or Women Owned Business:
Are you a certified Minority or Women-Owned business in the State of South Carolina?  □ Yes  □ No
If so, please provide a copy of your certificate with your response.

Authorized Signature:  Date: 4-10-21
Owner

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.

IMPORTANT

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

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

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

4. Questions regarding this solicitation must be submitted to Robin B. Robinson in writing no later than 1:00pm on April 21, 2021. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson at robinsonr@charleston-sc.gov.
INSTRUCTIONS TO BIDDERS

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

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

All pages that require a Signature shall be included with the bid. Failure to include these required pages may result in the bid being deemed Non-Responsive.

2. Bidders must clearly mark as "Confidential" each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to − 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

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

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

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

6. Proposals may be withdrawn by written request received from the Bidder prior to the time set for opening of Proposals, but not thereafter.
7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request “at cost” for the City’s internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straightforward, concise description of Bidder’s ability to satisfy the requirements of the Solicitation.

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

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

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

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

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

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

15. The Bidder is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.
16. GRATUITIES AND KICKBACKS
   A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

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

17. BIDDER REPRESENTATIONS
   Each Bidder by submitting a Proposal represents that:

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

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

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

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

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

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

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City’s Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City’s Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City’s website, [www.charleston-sc.gov](http://www.charleston-sc.gov). All such addenda shall become part of the Solicitation and each Bidder shall be bound by such addenda whether or not received by the Bidder. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. **EVALUATION PROCESS**

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

21. **AWARD OF CONTRACT**

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

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

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

D) The City may choose to award to more than one vendor if it is in the best interest of the City.

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

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

22. **CONTRACT ADMINISTRATION**

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts’ Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.
23. **NOTICE OF AWARD OF CONTRACT**
The successful Bidder shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Bidder(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Bidder(s) prior to issuance of the Notice to Proceed.

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

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

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

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

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

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

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

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

31. ASSIGNMENT
The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.
32. SUBCONTACTORS
A) If any subcontractors shall be used for this project, the Contractor shall provide to the City’s Director of Procurement a list of names of any of the intended subcontractors, the subcontractor’s applicable license number(s), and a description of the work to be done by each subcontractor, if requested.

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

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

D) If at any time the City’s Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

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

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

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

B) For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.
35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS
   A) If equipment, materials and supplies are to be a part of the service provided, all
      equipment, materials, and supplies incorporated in the work covered by the Proposal
      and provided by the Contractor(s) are to be new and of the most suitable grade for
      the purpose intended. Unless otherwise specifically provided in this Solicitation,
      reference to any equipment, material, supply or patented process, by trade name,
      make or catalog number, shall not be construed as limiting competition. When
      requested, the Contractor(s) shall furnish to the City for approval the name of the
      manufacturer, the model number, and other identifying data and information
      respecting the performance, capacity, nature and rating of the machinery and
      mechanical and other equipment which the Contractor(s) contemplates incorporating
      in the work. When required by this Contract or when called for by the City the
      Contractor(s) shall provide full information concerning the material or supplies
      which he contemplates incorporating in the work. Machinery, equipment, material
      and supplies installed or used without the required prior approval shall be at the risk
      of subsequent rejection.

   B) By signing its proposal, the successful Bidder(s) shall be deemed to have represented
      that its staff is knowledgeable about and experienced in performing the work
      required in this Solicitation and warrants that it shall use best skill and attention to
      provide the above described work in a professional, timely manner.

   C) The City may, in writing, require the Contractor(s) to remove from the work any
      employee the City deems incompetent, careless or otherwise objectionable.

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

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

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

38. DISPUTES
   Any bona fide dispute concerning the bid, proposal, request for qualifications or
   Agreement shall be resolved by the courts of the State of South Carolina. In the event any
   litigation is commenced with respect to any matter set forth in the aforementioned
   documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and
   all other reasonable direct costs associated with such litigation from the non-prevailing
   party.
39. **STATE AND LOCAL TAXES**
   
   A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.

   B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

   C) Contractor shall calculate that portion of the contract which is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

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

40. **INCORPORATION BY REFERENCE**

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

41. **PRIME CONTRACTOR RESPONSIBILITIES**

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

42. **OWNERSHIP OF MATERIAL**

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

43. **DRUG-FREE WORKPLACE**

   (Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

44. **FUNDING**

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

45. SUBMITTING CONFIDENTIAL INFORMATION
For every document Bidder submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Bidder must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Bidder contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Bidder contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous: use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Bidder shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Bidder shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED," (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Bidder's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Bidder agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the City withholding information that Bidder marked as “CONFIDENTIAL” or “TRADE SECRET” or "PROTECTED."

46. RECORDS RETENTION & RIGHT TO AUDIT
The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.
47. **COST**
   Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

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

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

50. **DISCUSSION/NEGOTIATION:**
   By submission of a proposal, a Bidder agrees that during the period following issuance of a proposal and prior to final award of contract, the Bidder shall not discuss this Procurement with any party except members of the City’s Procurement Division or other parties specifically designated in this solicitation.

51. **NON-DISCRIMINATION**
   The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at [http://charleston-sc.gov/index.aspx?nid=246](http://charleston-sc.gov/index.aspx?nid=246). To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

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

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

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

55. **PROMPT PAYMENT DISCOUNT TERMS**
Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. **REJECTION**
The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. **ARBITRATION**
Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. **GUARANTEE AND WARRANTIES**
The Bidder shall state his normal warranty and any extended warranties where available. Excluding any manufacturer’s warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. **PUBLICITY RELEASES**
Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. **AMENDMENTS**
All questions and written responses, interpretations, corrections or changes to the IFB will be made by Addendum. Addenda will be mailed or otherwise delivered to all Bidders who have notified the City Procurement Division of receipt of the proposal.

61. **WITHDRAWALS**
Proposals may be withdrawn by written request received from the Bidder prior to the time set for opening of Proposals, but not thereafter.

62. **AFFIRMATIVE ACTION**
The successful Bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
63. **WAIVER**
   The City reserves the right to waive any Instruction to Bidders, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. **RESPONSE PERIOD**
   All responses shall be good for a minimum period of ninety (90) calendar days.

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

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

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.
H. Insurance must be placed with an approved insurance company with current Best’s rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

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

Required certificates should be mailed to:

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

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached Bid, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this Bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to Bid by all conditions of this solicitation and certify that I am authorized to sign this Bid. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

BuiltEye Equipment & Supply
Company Name
As registered with the IRS

P.O. Box 484
Correspondence Address
Moncks Corner, SC 29461
City, State, Zip

builteyeequipment.com
Email Address

Kristie Collins
Printed Name
Owner

843-899-4001
Telephone Number

Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?
☐ Yes  ☐ No
If so, please provide a copy of your certificate with your response.
CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me [Kristie Collins] (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: Bullseye Equipment & Supply

CHARLESTON STREET ADDRESS: 3049 Old Hwy 52

SIGNATURE: [Kristie Collins] TITLE: Owner

(Print Name)

Sworn to and subscribed before me at 3049 Hwy 52 Moncks Corner, SC 29461
State of SC, this 14 day of April, 2021.

[Shannon Johnson] (SEAL)
Notary Public for South Carolina
My Commission Expires 12-13-2026

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

This Project is covered under the City of Charleston’s Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager. 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

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

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

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

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston’s web site www.charleston-sc.gov under “BIDLINE” link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City’s MWBE Compliance Provisions.


AND

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

OR

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

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

Name of Company: BullzEye Equipment & Supply

Signature: Kristie Collins
Print Name: Kristie Collins
Witness: Johnson

Date: 4/16/21
Owner:
Title:
AFFIDAVIT A
Page 1 of 2

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

Affidavit of Bulle Eye Equipment & Supply

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

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

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

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

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

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

○ 5. Attended any pre-solicitation meetings scheduled by the City.

○ 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

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

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

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

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

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

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

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

Date: 4-10-21  Name of Authorized Officer (Print/Type): Kristie Collins

Signature: [Signature]

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

1. Kristie Collins, hereby certify that on this project we contacted the following minority/women-owned 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>Bullseye - Kristie Collins</td>
<td>3849 hwy 52 moncks corner, SC</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minority Firm Telephone Number</th>
<th>Minority Group Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>(843) 917-4001</td>
<td>(Women)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DBE Certification Number</th>
<th>Follow up Verification</th>
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<tbody>
<tr>
<td>See Attached</td>
<td></td>
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</table>

2. Kristie Collins

<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
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<tbody>
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<td></td>
<td>3849 hwy 52 moncks corner, SC</td>
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</tbody>
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<th>Minority Group Type</th>
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3. Minority Firm Name and Contact

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4. Minority Firm Name and Contact

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</table>

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

Date: 4/16/21
Name of Authorized Officer (Print/Type): Kristie Collins

Sworn to before me this 16 day of April, 2021
Notary Public for the State of South Carolina
My Commission Expires: 12-12-2024
Print Name: Shannon Johnson
Phone Number: (843) 917-4001
Address: 4849 hwy 417, moncks Corner, SC

Signature: [Signature]
Title: [Title]
AFFIDAVIT B

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

Affidavit of **BullzEye Equipment & Supply**. I hereby certify that on the Portable Traffic Signal System, Total Project Amount $________

I will make a good faith effort to expend a minimum of 100% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

<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>Bullzeye 843-994-0041</td>
<td>W</td>
<td>Portable Traffic Signal System</td>
<td>$147,259.00</td>
</tr>
</tbody>
</table>

Total MBE Participation: 100% $147,259

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

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

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

Date: 4/10/21 Name of Authorized Officer (Print/Type): **BullzEye Equipment & Supply**

Signature: __________________________
Title: **Owner**

Sworn to before me this 10 day of April, 2021
My Commission Expires: 12-13-2024
Print Name: Shannon Johnson
Phone Number: 843-894-4001
Address: 1810 Hwy 402 Moncks Corner, SC 29461

Notary Public for the State of South Carolina

Shannon Johnson
Notary Public in the State of South Carolina

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AFFIDAVIT C

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

Affidavit of Bulb Eye Equipment & Supply
(Name of Bidder)

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

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

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

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

Date: 4-16-21 Name of Authorized Officer (Print/Type): Kristie Collins

Signature: __________________________

Title: Owner

Sworn to before me this 16 day of April 2021
Notary Public for the State of South Carolina
My Commission Expires: 12-13-2024
Print Name: Shannon Johnson
Phone Number: 843-949-4001
Address: 1791 Hwy 402

(Uponks Corner, SC 29441)


## References

Bidders must supply a minimum of four (4) references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone/Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curtis Contracting</td>
<td>7481 Theron Rd.</td>
<td>804-843-4633</td>
<td><a href="mailto:Kurtis@curtiscontracting.com">Kurtis@curtiscontracting.com</a></td>
</tr>
<tr>
<td>S&amp;D Industrial</td>
<td>1575 Rawlings Road</td>
<td>727-937-2080</td>
<td><a href="mailto:Sdaemolos@aol.com">Sdaemolos@aol.com</a></td>
</tr>
<tr>
<td>Roy Anderson</td>
<td>P.O. Box 2</td>
<td>228-297-4136</td>
<td><a href="mailto:Jason.McHugh@rac.com">Jason.McHugh@rac.com</a></td>
</tr>
<tr>
<td>City of Myrtle Beach</td>
<td>Joe W. Ave.</td>
<td>843-918-2171</td>
<td><a href="mailto:jcowan@cityofmyrtlebeach.com">jcowan@cityofmyrtlebeach.com</a></td>
</tr>
<tr>
<td>Marine Corps. Recruit Depot</td>
<td>P.O. Box 5069</td>
<td>843-228-3258</td>
<td><a href="mailto:terrence.wideman@usmc.mil">terrence.wideman@usmc.mil</a></td>
</tr>
</tbody>
</table>
**General Information**

The City of Charleston, South Carolina is soliciting vendors for the **Portable Traffic Signal System**. The Vendor should provide detailed information of product/service they are bidding.

**Procurement Process**

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

**Questions**

Every effort has been made to insure that all information needed by the Bidder is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The **City Will Not Accept telephone calls or visits regarding this Solicitation**. All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov. **Written Questions may also be faxed to:** 843-720-3872. **All questions must be received before 1:00pm on April 21, 2021.** No interpretation shall be binding upon the City unless in writing from the City’s Corporate Counsel.

**Oral Statements**

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

**Contractor Solely Responsible for Performance**

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

**Disqualification of Bidders**

Bidders may be disqualified for any of the following reasons:

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

**Suspension and Debarment**

The Bidder certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Bidder is unable to
certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

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

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

**Receipt of Bids**
Bids must be submitted to and received by the City no later than the date and time specified within this solicitation. Bidders mailing proposals should allow a sufficient mail delivery period to insure timely receipt *(May 6, 2021 @ 12:00pm)* of their proposal by the City. Bids received after the scheduled due date and time will not be considered.

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

**Required Forms and Signature Pages**
Offerors shall include as an appendix, all ancillary forms required in this Invitation for Bid (IFB). Required forms include, but are not limited to the following:

- IFB Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

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

a) All bids should be clearly marked “21-B011R Portable Traffic Signal System” and submitted in a sealed envelope.
b) Bids must be submitted by mail or hand delivered to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.

c) Proposals must be received in the City’s Procurement Office no later than 12:00pm on May 6, 2021. Late proposals will not be accepted for any reason.

d) No more than one bid may be submitted by any Vendor.

e) The bid must be signed by an official authorized to contractually bind the Vendor.

f) All forms from this solicitation requiring signature must be included in the bid.

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

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

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

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

FUNCTION

The system should include, as a minimum, the following features:

a) **4-way Intersection Control:** The unit priced should be sufficient to support the full functionality to control a high volume four-way intersection. If this function requires multiple units, the bid must include the quantity and pricing for units sufficient to perform this function. *Units set to perform standard single lane closure applications will not be sufficient for this need.*

b) **Mast Arm Trailer:** The unit needs to be a towable, trailer mounted, hydraulically lifted mast and arm. It shall have two (2) twelve inch (12’’), ITE approved signals with optional back-plates. The unit shall include a battery powered hydraulic pump for raising and lowering the arm. Lifting mechanisms using cable, winches, or linear actuators are not acceptable. The chassis of the unit will provide multiple points at which auxiliary equipment may be mounted. The trailer shall have fourteen- to sixteen-inch (14-16) wheels; fenders, and standard DOT required trailer lights.

The unit should have drop tongue that can be hinged down and locked toward the ground as well as be removable. The tongue should be provided with a standard two-inch (2’’) ball hitch. There needs to be at least 2,000 lbs. capacity extendable leveling jacks at each of the four corners of the trailer. In the folded position, the unit less the hitch shall not exceed the following over-all dimensions: 72’’ width, 112’’ length, or 114’’ height. The removable hitch will typically extend 56 inches in front of the trailer, for a 168’’ total length.

The arm should be fifteen feet (15’) long, extended from the side of the trailer, long enough to make five (5) section left turn signals feasible in the overhead position and give a minimum of seventeen feet (17’’) feet clearance over the baseline established by the jacks. A lock or fixed mechanism shall keep the arm from lowering once the reach is established. Each trailer will have two (2) ITE approved twelve-inch (12’’) three-section signals in place: one at the outer end of the arm, the other mounted on the vertical mast, each equipped with optional back-plates and tunnel visors. The unit needs to withstand at least ninety (90) mph wind gusts. The wind gust rating assumes the entire weight of the unit is carried by the jack stands, the unit is level, and the jack stands are on clean, dry pavement.

The chassis and mast shall be labeled to designate pinch points, electrical hazards and overhead power line cautions. There needs to be an electrical grounding lug provided to terminate to a user supplied driven electrical ground. The primary pivot point of the mast, when fully extended, shall have a positive mechanical lock to ensure the mast remains upright. All other joints and extensions of the mast or arm should have positive mechanical locks or pins to prevent the collapse or unauthorized movement or dismantling of the mast or arm. The unit shall have a receiver type hitch in the rear, enabling a receiver tube to be installed for towing multiple units in tandem. The unit needs to include a rear electrical receptacle for plugging in lights from a second (2nd) unit for tandem towing. The hydraulic pump shall power the mast in both up and down directions. The pump flow should be restricted to limit the maximum speed of travel of the arm to a safe speed.
Operator safety must be enhanced by the use of a nonconductive pendant to operate the pump via a minimum six-foot (6') long cable, allowing the operator to step away from the trailer so he can clearly watch the mast as it rises to observe for power lines, traffic or other obstructions. The hydraulic pump and pump battery terminations shall be housed in a lockable enclosure. The unit shall be powder coated a highway safety orange, and have reflective decals placed appropriately to meet DOT requirements for the State of South Carolina. The unit shall have an axle and suspension rated adequately to handle the overall trailer weight. Trailers that have a gross weight over 3,000 lbs. must be equipped with trailer brakes.

The system shall comply with the requirements for Portable Traffic Control Signals as defined in the Federal Manual of Uniform Traffic Control Devices (MUTCD), Part IV, 4B-4, including specifically the requirements pertaining to signal heads, lamps, spacing of signals, clearance and number of signal faces. For optimizing signal viewing, signal mountings shall allow a 180 degrees vertical axis of rotation and adjustments also for up and down alignments. The system needs to be delivered with matching programmable, weatherproof, 4-digit combination padlocks for all enclosures.

c) **Emergency Portable Mast Arm Knock-Down Capability:** Each independent portable signal trailer shall have the capability to flash yellow or red, or be used as a knock down replacement portable mast arm, independent of other trailers. In this case, the control system shall enable external AC signal inputs to run the LED signal heads independent of the normal control system.

d) **Traffic Signal Time Controller:** The controller shall conform to Institute of Transportation Engineers (ITE) Advanced Transportation Controller (ATC) standards for permanent traffic controller functionality and shall be menu driven through a menu driven display and keypad. The display should be able to show programming parameters, and real-time operational parameters not limited to: each timing interval should have the capability to flash yellow or red, or be used as a knock down replacement portable mast arm, independent of other trailers. In this case, the control system shall enable external AC signal inputs to run the LED signal heads independent of the normal control system.

d) **Traffic Signal Time Controller:** The controller shall conform to Institute of Transportation Engineers (ITE) Advanced Transportation Controller (ATC) standards for permanent traffic controller functionality and needs to be menu driven through a menu driven display and keypad. The display should be able to show programming parameters, and real-time operational parameters not limited to each timing interval being timed including green min, green max, green extensions, yellow and red as well as which phase is being timed.

Standard traffic signal nomenclature shall be used, making the assumption that a movement of traffic is a phase and that individual parts of the phases timing are intervals. The controller shall have a minimum 16-phase controller functionality for a four-way intersection and shall have a minimum of six (6) output circuits at each master or remote locations. When vehicle detectors are added to the system, the software must be able to allow for the extension of green-time with each vehicle detected in the direction of moving traffic rather than simply identifying the first vehicle in the line of traffic. If the trailer signal outputs are DC or DC LED signal heads, provision shall be provided for running the DC signal heads from an AC signal source.
The traffic controller shall have the following phases included:

1. Northbound movement
2. Southbound movement
3. Eastbound movement
4. Westbound movement
5. N left turn
6. S left turn
7. E left turn
8. W left turn
9. Protected right hand turns
10. Protected pedestrian movements with audible voice for functional/accessibility needs compliance

Additional Controller Features should include:

**Green Recycle:** The controller shall be set up to enable a recycle in the middle of the red clearance time when the phase just clearing is headed toward a red rest but receives a vehicle call and there is no other phase receiving a call to service. When this controller is being operated in an actuated mode, this feature will time an adjustable time interval, typically five (5) sections, before engaging the recycle. The recycle when activated recycles back to green of the last phase serviced, cutting off the remaining all red time (This is sometimes called green revert). In no case would the recycle be activated if vehicles calls (or any type of call to service) remain on any other phases. The all red time related to each phase using the green recycle is effectively made up of two timing intervals, the first a minimum 0-25.5 second interval and the second an interval of minimum 0-255 seconds.

**Duel Entry:** Allowing for receipt of inputs from multiple traffic detection devices on multiple phases simultaneously.

**Duel Right:** Allowing for control of intersection with two (2) protected left hand turn movements.

**Dual Ring Actuated Traffic Control:** Eight (8) phase dual ring allowing left turn movements to happen based upon vehicle detection, but allowing directions through movements to continue on. The signal shall allow controller to split traffic movements up to provide for maximum flexibility in high traffic volume applications.

**Controller Memory:** The controller shall have the ability to register and retain a vehicle call on any designed phase if the vehicle call was made at the time when the clearance intervals were initiated. This is to ensure the phase is serviced at the next appropriate place in the controller phasing, reducing the likelihood of traffic being trapped in the detection zone. The controller and power systems must have adequate over current protection using breakers or fuses. Fuses should be industry standards if used.

**Conflict Monitor:** The conflict monitor shall conform to ATC specification monitor functionality. Monitors must be factory tested before installation. A multiple trailer signal system consisting of master-secondary arrangements shall by design, remain inoperable
unless the conflict monitor is installed. Provision shall be made in the monitoring system to accommodate different phasing and numbers of remote trailers. It needs to also be able to monitor five (5) section heads. Monitoring shall be done according to standard permanent signal conventional functionality except for having connections being made wireless through the radio system.

**Modes of Failure:** Malfunction management system shall monitor the following functions at a minimum in real time: power, voltage, conflict, lack of signal. If the conflict monitor orders a fail mode, the traffic signals should display a default flashing red (also programmable yellow, steady yellow and steady red) at both ends of the work zone. If there is a loss of power, the traffic signals shall be dark on the trailer affected and the traffic signals on the other trailer shall flash. Monitoring shall be done according to standard permanent signal conventional functionality except for having connections being made wireless through the radio system.

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**I/O Mapping:** The controller system inputs and outputs should be map able. This shall as a minimum enable detector and phase assignments to be changed.

**Vehicle Actuation:** The system shall be able to run in pre-timed, actuated or semi-actuated modes. This shall be programmable through a keyboard or handheld device. Each unit (Master and Secondary) shall have a non-intrusive vehicle detector mounted on its mast arm, which shall require no pavement cuts or any connection to the pavement. The detector shall be capable of covering one or more lanes and have a detection range of up to 200 feet for cars and trucks, assuming straight, level pavement. Other optional detection systems shall be compatible with system inputs.

**Preemption:** The control system shall be able to accommodate the addition of preempt inputs. The preemption programming shall be as typical for permanent traffic signal equipment.

**Time Base Coordination:** The controller shall have an internal time clock and internal time base coordination. It shall have the optional capability to coordinate into existing traffic systems.

**Programming Capability:** The controller shall include clock/calendar and needs to be able to be programmed for up to twenty (20) day plans with multiple events and situations.

Remote monitoring capability.
e) **Wireless Communication/Interconnection:** The following shall be the minimum common requirements for the Wireless Transceiver.

- It must:
  - Operate in license-free, Spread Spectrum Bands (902-928 MHz) utilizing Frequency Hopping
  - Be capable of maintaining wireless communication in all types of terrain without direct line of sight
  - Operate multiple user-selectable non-overlapping hopping patterns
  - Operate multiple user-selectable non-overlapping hopping patterns
  - Be completely configurable via the provided menu driven display/keypad
  - Provide Bi-directional radio transmission with confirmation
  - Real time data transfer ensuring multiple transfers of data with error checking for live monitoring
  - Have LED indicators for PWR/RF Link Status
  - Have an operating temperature of -40 to +80 degrees C
  - Operate within the full operating voltage ranges of the DC system
  - Programmable RF output levels of 1mW, 10 mW, 100 mW or 1 Watt c/o supplied operator interface
  - Operate as Master, Remote, or Repeater
  - Have RSSI signal strength indicator LEDs
  - Allow firmware updates w/o industry standard port

f) **Cabinet Requirements:** The radio, monitoring, and control equipment shall be enclosed in a weather tight enclosure of NEMA 3R standards. It shall also contain a battery charger (120 VAC input) and charge controller. The bottom of the cabinet should have a spring loaded trap door access hole for running a power cord into the battery charger.

g) **Signals:** The system shall be designed to use LED traffic single heads. In a fail mode the signal system shall be programmable for flash or steady, and yellow or red color.

h) **Batteries:** Batteries shall be a deep cycle lead acid absorbed glass mat (AGM) type. They shall be hermetically sealed and shall be maintenance free. Batteries shall be housed in enclosure(s) secure from vandalism, theft and weather. The enclosure(s) shall also keep the batteries securely in place during transport.

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k) **Solar Charging Option:** Each unit (Master and Secondary) shall have adequate solar charging capacity to ensure each can operate independently of line power auxiliary charging devices for a minimum of the six best solar months in the forty-eight (48) contiguous states of the United States. The solar array on each unit shall be capable of tilt adjustment on two (2) axes in order to maximize the efficiency hardware shall use high security bolt heads. The solar arrays shall be capable of being stowed in a manner so they are entirely within the
boundaries of the framework of the trailer and minimize wind resistance when the trailer is towed.

l) **Battery Charger:** A 120VAC battery charger shall be provided for the instance when batteries need to be charged from an external source. It must be rated at a minimum wattage of 360 watts.

m) **Charge Controller:** A charge controller shall be provided for interfacing between the solar panels, the control system, and the batteries. Any combination shall be able to be used simultaneously. It needs to be maximum power point tracking, multiple stage configurable to optimize charge parameters, battery temperature and AGM battery superior charge parameters. The charge controller shall be rated to handle the solar system maximum outputs. It shall have current limiting. It needs to have a digital display to monitor charge performance.

n) **System Capabilities:** Trailer systems shall be able to be used within larger, compatible, portable traffic equipment and systems. The radio and control system shall be able to work within larger systems that have greater phasing capabilities, more complex deployments and larger power consumption needs such as five (5) section head left turn movement, or side street signals and system with longer mast arms.

2. **MATERIALS AND CONSTRUCTION**

a) **Portable Traffic Signal System:** All materials and labor to considered shall be included in the price for the Portable Traffic Signal System. Upon delivery the vendor must setup, demonstrate, test, and train the receiver on all components of the Portable Traffic Signal System.

3. **TRAINING**

Onsite training (location determined by the City of Charleston) must be provided for the unit and the bid price must include any associated charges with providing this training. A weatherproof operators manual needs to be included to store on the unit.
Vendor's Checklist

1. Did you provide required information and sign the front page of the solicitation?
   √ Yes ___ No

2. Did you sign the Certificate of Familiarity form?
   √ Yes ___ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   √ Yes ___ No

4. Did you sign the applicable Affidavit?
   √ Yes ___ No

5. Did you mark your “Original” Bid and provide the required # of copies?
   √ Yes ___ No

6. Did you complete and include all pricing sheets?
   √ Yes ___ No

7. Did you include the required references?
   √ Yes ___ No

8. Did you provide a copy of insurance and all other documentation requested?
   ___ Yes ___ No

9. Did you include and sign any addenda?
   √ Yes ___ No

10. Did you double check to make sure you have included everything that is requested?
   √ Yes ___ No

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

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

January 15, 2020

To whom it may concern,

This letter is to certify that BullzEye Equipment and Supply is an authorized Horizon Signal dealer in the state of South Carolina. For any assistance, please contact:

BullzEye Equipment and Supply
3049 Old Highway 52
Moncks Corner, SC 29461
(843)-899-4001

BullzEye Equipment and Supply has the responsibility to promote, distribute, sell and service Horizon Signal products.

This agreement is valid indefinitely.

If you have any questions please do not hesitate to reach out to me.

Thank you,

Brian Watson
Regional Sales Manager
Horizon Signal
bwatson@horizonsignal.com
202-556-3083
Bullseye Equipment & Supply, LLC

City of Charleston

MWBE Certification

This is to certify that Bullseye Equipment & Supply, LLC has met the requirements and is re-certified minority or woman-owned business enterprise in good standing with the City of Charleston, South Carolina's Minority and Women Business Enterprise Program.

March 18, 2020

Date of Certification

03-031820-223

Certification Number

March 31, 2021

Expiration Date

Paula Whelan

MBE Manager
May 13, 2020

Ms. Kristie Collins
Bullzeye Equipment and Supply, LLC
Post Office Box 484
Moncks Corner, South Carolina 29461

RE: Disadvantaged Business Enterprise Certification – EXPANSION

Dear Ms. Collins:

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

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

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

Bullzeye Equipment and Supply, LLC
Post Office Box 484
Moncks Corner, SC 29461
Contact: Kristie Collins
(843) 499-2226
www.bullzeyeequipment.com

Area of Work: Supplier/Dealer of construction equipment, traffic control products, utility trailer and truck rental, tools, safety supplies, material handling, industrial supplies and construction materials. Rental Leasing of construction related tools and equipment and temporary galvanized fence installation (posts in ground and base), electrical supplies. Traffic control sign installation. Residential Hauling (1)

NAICS: 238990, 423390, 423440, 423610, 423710, 423830, 423840, 423990, 425120, 484220, 532412, 532490

If you have any questions regarding your certification or the SCUCP in general, please call Syrees Gillens Oliver, DBE Certification Program Manager at 803-737-4449.

Sincerely,

Greg Davis
Division Director, Minority and Small Business Affairs

GOD/kh
File:DRE SGO
HORIZON SIGNAL TECHNOLOGIES
LIMITED WARRANTY

1. Horizon Signal Technologies (HST), hereinafter referred to as HST, warrants New HST Equipment and accessories to be free from defects in material and workmanship for a period of two years from the date of receipt of goods, subject to the conditions and restrictions contained herein.

2. HST warrants SQ3TS trailers for a period of 10 years from date of manufacture against defects in workmanship arising from normal use. This 10-year warranty is exclusive to the trailer and does not include any bolt-on or otherwise add-on components or paint.

3. HST further warrants New Service Parts furnished under this warranty to be free from defects in material and workmanship for a period of ninety (90) days from date of shipment, or the remaining time on the HST warranty on the unit to which the Service Part is attached.

4. Exceptions to the general warranty statements above pertain to the following equipment installed at the factory:
   - LED signal indications are warranted for a period of five (5) years from date of manufacture.
   - Signal Controllers are warranted for a period of two (2) years.
   - Battery Chargers are warranted for a period of two (2) years.
   - Batteries and tires are covered by the manufacturer's warranty. All warranty claims should be addressed through the manufacturers as HST does not warrant these items.
   - Hydraulic components are warranted for a period of one (1) year from date of manufacture.

5. This warranty does not apply to a product that has not been installed or maintained in accordance with the manufacturer's instructions, has been subjected to damage in an accident, abused or neglected during operation, repaired or modified by persons other than the manufacturer, its employees or authorized agents, or failed to have normal maintenance.

6. The buyer expressly agrees that the buyer's sole remedy and the manufacturer's sole responsibility, in respect to a warranty claim, is exclusively limited to repair or replacement at the manufacturer's option of product or portion thereof found by the manufacturer to be defective. The manufacturer is not responsible for labor or other expended charges by buyer including transportation charges and shall not be liable for any incidental or consequential damages connected with repair of a product deemed to be defective or with installation or replacement of repaired product. Further, the manufacturer disclaims any liability for any incidental or consequential damages, including lost or duplicated time or expense accruing for any reason, to the owner or user of any products sold by the manufacturer, whether claim is made in contract or in tort or under any theory of warranty, negligence or otherwise.

7. Subsequent Owners. Horizon Signal warranty covers the retail purchaser and all subsequent owners of the equipment during the specified warranty period. Should you sell this equipment it is therefore important that you complete the warranty registration form (attached above) and deliver the warranty document to the buyer so that the new owner can sign the registration form and forward it to HST Service Department to obtain the remaining warranty benefits, if required.

8. The terms and conditions of the warranty cannot be altered without the written consent of the manufacturer.

9. The HST warranty includes parts and labor costs required to repair or replace equipment at the selling Dealer's business location.

10. The foregoing warranty is exclusive and in lieu of all other express, statutory and implied warranties, including those of merchantability and fitness for any particular purpose. There are no warranties, which extend beyond the language in the previous nine (9) paragraphs.
Advanced Remote Monitoring for Your Horizon Portable Signals

The Advanced Remote Monitoring (ARM) System allows an authorized user to digitally manage and monitor a fleet of Horizon Portable Traffic Signals. Users can remotely access signal timing data and event logs from active signal systems outfitted with the ARM system, and also configure email and SMS text message alerts to be delivered based on signal operation.

Detailed history logs and status reports help keep you informed with up-to-the-minute information, so that you can better manage your Portable Traffic Signal equipment in the field.
Advanced Remote Monitoring System

SCREENSHOTS

FEATURES:
- Email / SMS text alerts
- Reports current location
- Battery voltage reports
- Instant signal fault alerts
- History Logs
- View active signal timing program
- Password protected website

OTHER AVAILABLE OPTIONS
WORK ZONE PTZ WEB CAM | Monitor jobsite activities remotely via live stream and 360-degree camera system.
PRE-EMPTION SYSTEM | Recognizes emergency vehicles and provides earliest safe green indications.
WAIT TIME & FAULT DISPLAY | Informs motorists of wait time before next green indication.
CLEARANCE TIME EXTENDER | Adds extra red time for slow-moving vehicles that need more time to clear the work area.
MESSAGE BOARD INTERFACE | Wireless connectivity with a portable VMS to display signal status messages in real-time.

DISTRIBUTED BY
Detection Systems

MOTION SENSOR
This state-of-the-art detection system utilizes doppler radar technology to detect approaching vehicles with ultra-low power consumption at long ranges. Simply plug and play for a quick and reliable actuation solution that can detect vehicles at up to 300 feet.

- Detection Type: Motion
- Setup & Configuration: Plug and play
- Weight: 0.6 lb. (0.27 kg)
- Detectable Speeds: 1-206 mph (1-330 km/h)
- Waterproof Rating: IP68

VIDEO DETECTION
The video detection system is optimized for intersection and work zone vehicle presence detection, and can be configured with multiple directional detection zones. The non-intrusive installation and configuration is accomplished quickly and efficiently via a simple monitor and mouse system.

- Detection Type: Presence
- Setup & Configuration: Up to 6 custom detection zones
- Weight: 4.25 lb. (2 kg)
- Lens: Auto focus w/ Internal heater
- Waterproof Rating: IP67

SIGNAL PRE-EMPTION
Allows emergency vehicles to have faster response times in time-critical situations when navigating through a work zone.
The system provides the earliest safe green indication in the direction of an approaching emergency vehicle, and holds all other signals RED until the emergency vehicle has cleared.

- Detection Type: Emergency optical strobe
- Setup & Configuration: Plug and play
- Height: 96 in. (244 cm)
- Signal acquisition time: 1.5 sec.
- Confirmation: Flashing indicator
SQ3TS® System
The most advanced portable traffic signal, ever.

NEMA TS-5 Type TR1 Portable Traffic Signal System

APPROVED BY MORE STATE DOTs THAN ANY OTHER PTS

The SQ3TS Trailer-Mounted PTS is the most dynamic and dependable portable traffic signal available today. With an industry-leading 100-mph wind load, and a 25-year design life, the SQ3TS Portable Traffic Signal is the temporary traffic control workhorse that you can rely on year after year. From a simple one-lane bridge repair project, to complete intersection control, the SQ3TS System has you covered, under even the most demanding conditions.

The SQ3TS Portable Traffic Signal exceeds NEMA TS-5 specifications for Type TR1 PTS, and is available with a wide range of add-on components to meet any project requirements.

"WE COULD NOT BE HAPPIER WITH THE SQ3TS."
TAD BROOKS
Vice President, LMC
Safety Barricades Corp.
SQ3TS® Portable Traffic Signal

SPECIFICATIONS

- **Signal Lamp**: 12" (300 mm) diameter LED
- **Signal Arm Extension**: 68 to 109° (173 to 277 cm)
- **Solar Charge**: 520W min
- **Power Source**: 12V / (16) 6V batteries
- **Tow Height**: 89" (226 cm)
- **Trailer Width**: 85" (216 cm)
- **Trailer Weight**: 3000 lb. (1361 kg)

SQ3TS FEATURES

- Heavy-duty trailer with 25-year design life
- Dual-Processor Malfunction Management System
- Withstands sustained winds of 100 mph, gusts up to 110 mph
- 10-year structural warranty on trailer
- Lifting Ring for easy signal placement
- Hydraulic lift system
- 30 days run time on batteries alone
- Up to 14 phases of traffic per system
- Tandem-tow trailers
- Exceeds NEMA TS-5 requirements for Type TR1 PTS
- MUTCD Compliant

AVAILABLE OPTIONS

- **TILTING SOLAR PANELS**: Allows for solar panel adjustment on SQ3TS for maximum sun exposure.
- **15-FOOT EXTENSION ARM**: Longer extension arm for greater horizontal reach on SQ3TS trailer. Ideal for 2-lane applications.
- **ADVANCED REMOTE MONITORING**: Receive text and/or email alert notifications of signal operation and battery voltage levels.
- **WIRELESS KNOCKDOWN**: Allows signal to operate in conjunction with a standard street corner control cabinet.
- **PRE-EMPTION SYSTEM**: Recognizes emergency vehicles and provides earliest safe green indications.
- **WAIT TIME & FAULT DISPLAY**: Informs motorists of wait time before next green indication.

EASY TO DEPLOY

The SQ3TS Portable Traffic Signal is equipped with a one-touch, easy-up hydraulic lifting system to make deployments simple.

DISTRIBUTED BY

HORIZON
Advancing Workzone Safety

Regional Support Centers
- Philadelphia
- Birmingham, AL
- Charlotte, NC
- Orlando, FL

ADJUSSTABLE OUTFRIGERS

NEMA 4 CABINET ENCLOSURE

7' 6" (2 M) TRANSPORT HEIGHT
SQ3TS® Upgrades

EXTENDED MAST ARM
The Extended Mast Arm provides over three feet of additional horizontal reach over the SQ3TS® Standard Arm, while still maintaining a 90 MPH wind load rating, as verified by an independent 3rd-party licensed engineer.

TILTABLE SOLAR PANELS
The adjustable solar panel allows for the solar panel to be tilted 45° in either direction to maximize sun exposure and help increase battery run times. The Tiltable Solar Panel is not currently compatible with the Extended Mast Arm.

VIDEO DETECTION
Video actuation allows for true presence vehicle detection via the creation of customized detection zones. This non-intrusive detection system is easily installed and does not require a PC for configuration.

EMERGENCY VEHICLE PREEMPTION
Provides the earliest possible safe green indication in the direction of approaching emergency vehicles. Vehicles can be detected via either optical strobe light patterns or audible siren detection.

ADVANCED REMOTE MONITORING (ARM)
The ARM system sends text message and/or email alerts, reporting signal status and operation. Battery voltage, signal location, and fault status is reported in real-time or on demand from our dedicated monitoring website.

WIRELESS REMOTE
With up to a 1/2 mile range, the wireless remote is the most convenient method of manual signal control. The built-in vibration function works as a confirmation of each button press, and the signals can be switched back to automatic mode with just one tap.

PILOT CAR
The Pilot Car / Flagger module allows a pilot car driver to control a Horizon Signal System remotely via a handheld transmitter for simple, all-day operation.

WORK ZONE LUMINAIRE
The Work Zone Luminaire increases safety by illuminating the Horizon PTS and surrounding work area during periods of low visibility. Photocell sensors automatically activate the light at dusk.
**SQ3TS® Portable Traffic Signal**

**SPECIFICATIONS**

- **Signal Lamp**: 12" (300 mm) diameter LED
- **Signal Arm Extension**: 68 to 109" (173 to 277 cm)
- **Solar Charge**: 520W min
- **Power Source**: 12V / (16) 6V batteries
- **Tow Height**: 89" (226 cm)
- **Trailer Width**: 85" (216 cm)
- **Trailer Weight**: 3000 lb. (1361 kg)

**SQ3TS FEATURES**

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- Dual-Processor Malfunction Management System
- Withstands sustained winds of 100 mph, gusts up to 110 mph
- 10-year structural warranty on trailer
- Lifting Ring for easy signal placement
- Hydraulic lift system
- 30 days run time on batteries alone
- Up to 14 phases of traffic per system
- Tandem-tow trailers
- Meets/exceeds NEMA TS-5 requirements for Type TR1 PTS
- MUTCD Compliant

**AVAILABLE OPTIONS**

- TILTING SOLAR PANELS | Allows for solar panel adjustment on SQ3TS for maximum sun exposure.
- 15-FOOT EXTENSION ARM | Longer extension arm for greater horizontal reach on SQ3TS trailer. Ideal for 2-lane applications.
- ADVANCED REMOTE MONITORING | Receive text and/or email alert notifications of signal operation and battery voltage levels.
- WIRELESS KNOCKDOWN | Allows signal to operate in conjunction with a standard street corner control cabinet.
- PRE-EMPTION SYSTEM | Recognizes emergency vehicles and provides earliest safe green indications.
- WAIT TIME & FAULT DISPLAY | informs motorists of wait time before next green indication.
Wireless Knockdown
Interface with existing signal infrastructure

Wireless Connection With Permanent Signal Systems

The Wireless Knockdown System allows a Horizon SQ3TS Signal to be wirelessly operated by a standard street corner traffic signal controller. This system allows for a quick and easy temporary signal substitution of a permanent signal in the event of a knockdown, relocation, or traffic pattern reconfiguration.

The Horizon Portable Traffic Signal can be connected to the street corner controller within 30 minutes. Once deployed, the Horizon PTS is under complete control of the existing street corner cabinet — including full conflict monitoring as if it were a permanent span wire or pole-mounted signal. The Horizon signal transmits its status and information back to the cabinet in real-time, allowing it to be fully monitored via the cabinet's Malfunction Management Unit. The wireless interface system has a range of up to ¼ mile.
Kireless Knockdown System

WIRELESS KNOCKDOWN FEATURES
- Secure wireless connection to any NEMA-compliant streetcorner traffic controller
- Full conflict monitoring via existing control cabinet
- 1/4 mile communication range
- Add-on kit easily adapts to any Horizon SQ3TS trailer
- Operational in 30 minutes or less

OTHER AVAILABLE OPTIONS
ADVANCED REMOTE MONITORING | Receive text and/or email alert notifications of signal operation and battery voltage levels.
PRE-EMPTION SYSTEM | Recognizes emergency vehicles and provides earliest safe green indications.
WAIT TIME & FAULT DISPLAY | Informs motorists of wait time before next green indication
CLEARANCE TIME EXTENDER | Adds extra red time for slow-moving vehicles that need more time to clear the work area.
MESSAGE BOARD INTERFACE | Wireless connectivity with a portable VMS to display signal status messages in real-time.

DISTRIBUTED BY

HORIZON
5 Corporate Blvd
Reading, PA 19608
800-342-0700

Regional Support Centers
Philadelphia PA
Pittsburgh PA
Charlotte NC
Charleston SC
Columbia SC
Indianapolis IN
Chicago IL
Cincinnati OH
Rochester NY
San Diego CA

40012015
# Portable Traffic Signal Comparison Chart

**WHICH IS RIGHT FOR YOUR WORK ZONE?**
Most Portable Traffic Signals may seem very similar upon first glance, but there are several factors that should be considered before making a selection.

<table>
<thead>
<tr>
<th></th>
<th>John Thomas, Inc. PTS-2000</th>
<th>Horizon Signal SQ3TS®</th>
</tr>
</thead>
<tbody>
<tr>
<td>Batteries</td>
<td>(8) 6-volt standard, optional (16)</td>
<td>(16) 6-volt</td>
</tr>
<tr>
<td>Battery Life</td>
<td>21 days</td>
<td>30 days</td>
</tr>
<tr>
<td>Applications</td>
<td>Short &amp; Medium Term</td>
<td>Short, Medium, &amp; Long-Term</td>
</tr>
<tr>
<td>Solar</td>
<td>320 watts standard, 640 watts optional</td>
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</tr>
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<td>Electric-Hydraulic</td>
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<td>Two at each signal trailer</td>
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<td>Wind Load</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>110 MPH gusts</td>
</tr>
<tr>
<td>Structural Warranty</td>
<td>None advertised</td>
<td>10 Years</td>
</tr>
<tr>
<td>Footprint</td>
<td>99&quot; W x 173&quot;L</td>
<td>85&quot; W x 85&quot;L</td>
</tr>
</tbody>
</table>

*Note: All information listed was collected from manufacturers' websites as of Dec 2020.*
# PTS Components

## Upgrade Options by Manufacturer

<table>
<thead>
<tr>
<th>System</th>
<th>John Thomas Inc PTS-2000</th>
<th>Horizon Signal SQ3TS*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sensors</td>
<td>Not advertised</td>
<td>Houston Radar SS400</td>
</tr>
<tr>
<td>Video Detection</td>
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</tr>
<tr>
<td>Pre-Emption Systems</td>
<td>Galaxy Station Control System</td>
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<tr>
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<td></td>
<td></td>
<td>Website featuring: history/log, viewable active signal timings</td>
</tr>
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<td>Countdown Timer</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>12 characters x 6 screens of custom messages</td>
</tr>
<tr>
<td>Clearance Extender</td>
<td>Extends Red times for slow-moving vehicles</td>
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</tr>
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</tr>
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</tr>
</tbody>
</table>

*Note: All information listed was collected from manufacturers' websites as of Dec 2020.
Specifications
Portable Traffic Signal

STANDARD CONFIGURATION

Dimensions

Overall
Deployed Height: Pavement to bottom of upper signal head...17'0"
Deployed Height: Pavement to bottom of lower signal head... 9'7"
Transport Height: Pavement to highest point on trailer........... 8'5"
Width: At widest point.................................................. 7'0"
Length: With tongue extended.......................................16'6"
Length: With tongue stowed...........................................12'5"
Length: In tandem tow configuration.................................28'8"
Distance: Lateral spacing between signal heads..................10'7"
Distance: Between edge of trailer and upper signal head...... 9'7"
Distance: Between pavement and top of upper signal head....21'4"
Gross Weight: Fully equipped........................................... 3,880 lbs.

Features
- Stowable tongue
- Manual pump for lowering arms without power
- Lifting eye - for trailer placement
- Narrow design - for limited footprint applications
- Universal design - all trailers identical
- Lower travel height- DOT legal transport on flatbed
- Heavy duty, 15" long travel jacks
- Bracket for shortening the chain to the perfect length
- Lifetime, low power consumption, LEDs
- Solar Tilt And Rotate (STAR)
- Designed to tow in tandem or individually
- Electric-hydraulic powered mast - One switch to raise/lower mast, one switch to extend/retract signal arm
- Batteries provide 21 day run time without solar charging
- Onboard auxiliary 110/120v ac charger
- Self-contained, no external power source required

Available Options
- Microwave, doppler, video, audio & optical sensors
- Back plates • Pilot car operation • 3rd signal head
- Remote tracking/monitoring • Flagger/Remote controller
- Pre-emption (emergency vehicle) • Custom colors available
- AGM, maintenance free batteries • Turn Arrows
- Custom hitch/coupler/pintle style and sizes available
- Security light • Wireless Interface System
- Direct wired to NEMA cabinet interface
- Pedestrian Crossing Signal • Countdown timer
- Tethered pendant controller for raising/lowering mast
- JTI customizes to match any state specification including signal head visor/door color/material, trailer harness plugs, LED brand, and signal head configuration (turn arrows, etc.)
Standard Trailer

Steel Control Cabinet
- Lockable metal cabinet
- Sealed Weatherstripping
- Non-slip treads on top
- Easy control access
- Operator faces oncoming traffic and stays out of the active traffic lane at all times

Battery Boxes
- Lockable metal boxes
- Sealed weatherstripping
- Non-slip treads on top

Galaxy Controller
- Wireless programming and operation
- Easy to set-up and operate
- Standard traffic programs stored and ready to use
- Operate remotely or from a central location
- Control up to 16-phase intersection
- Dynamic clearing time function improves traffic flow and minimizes delays
- Weatherproof enclosure
- Completely portable

Signal Heads
- 12" diameter, standard ITE approved
- Rotate and lock in 10° increments
- Two signal head assemblies
- Inner signal head can be mounted over the roadway or at the lower position on mast
- Mast arm allows signal to be centered on the roadway while trailer sits in the clear zone

Batteries
- 16, 6v, 225 amp-hour deep cycle HD batteries standard, wired in a 12v DC configuration
- 21 day autonomous run time (without solar or external recharging)

Mast
- Electro-hydraulic 12v DC, fully automatic
- One switch to raise and lower the mast
- One switch to extend and retract arm
- Effortless and safe deployment

Wireless Operation - Proven Proformance

Solar Array
- Effortless and safe fully automatic deployment
- Six, 85-90w solar panels standard
- Solar Tilt And Rotate (STAR) design allows for flexible positioning to maximize solar collecting capabilities and minimize effects of snow and ice

Trailer Construction & Materials
- Heavy-duty, ASTM A500B, structural steel tubing
- Frame, steel tubing size: 4" x 2" x 3/16"
- Mig welds
- Powder coat: UV resistant, highway orange
- Zinc rich primer - superior corrosion resistance
- Fenders: Heavy duty stand-on type with non-slip treads
- 6,000 lb. drop axle
- Electric brakes with break-away switch
- Four, 8,000 lb. heavy duty drop leg jacks

Certifications
- 90 mph wind load certified
- NATM certified
- NEMA TS1 tested and certified
- Meets the proposed NEMA TS5 standards

Rational Strategy On Highway Safety
PROUD PARTNER
TowardZeroDeaths.org
www.JTltraffic.com (888) 447-7263

Made In USA
Portable Traffic Signal
Comparison Chart

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## PTS Components

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**Bid #: 21-B011R**

Vendor: BullzeEye Equipment & Supply

<table>
<thead>
<tr>
<th>Item #</th>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4</td>
<td>Solar-Assisted Signal Trailers with:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tandem tow capability</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(2) signal heads per trailer</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>All LED lamps</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(1) Controllers per trailer</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Wireless Radio Communication System per trailer</td>
<td>$23,100</td>
<td>$92,400</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>FTS Programmers</td>
<td>Included</td>
<td>0</td>
</tr>
<tr>
<td>3</td>
<td>4</td>
<td>Wireless Knockdown Package</td>
<td>$4,300</td>
<td>$17,200.00</td>
</tr>
<tr>
<td>4</td>
<td>4</td>
<td>Radar Sensors – Motion detectors for signal actuation, includes (1) sensor,</td>
<td>$550.00</td>
<td>$2,200.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>which allows for real-time traffic actuation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>Training (approximately 10 hours)</td>
<td>Included</td>
<td>0</td>
</tr>
</tbody>
</table>

*The City reserves the right to order the below items at any time during the contract period if the need occurs.*

| 6      | 1        | Advanced Remote Monitoring System – Annually recurring data air-time fee,     | $1,100.00  | $1,100.00   |
|        |          | which allows City to access monitoring website, track equipment and receive   |            |             |
|        |          | text message alerts                                                          |            |             |
| 7      | 4        | Video Detection – True presence detection via multiple detection zones.       | $3,750.00  | $15,000.00  |
|        |          | Includes video camera, module, inverter, video monitor, and all cables/brackets|            |             |
|        |          | for (1) trailer                                                              |            |             |
| 8      | 4        | Left Turn Arrow Package – Includes (1) 2-section poly head with LEDs (yellow | $1,800.00  | $7,200.00   |
|        |          | & green arrow) controller, circuit board, miscellaneous hardware and wiring to|            |             |
|        |          | connect to a new or existing overhead signal                                  |            |             |
| 9      |          | Warranty                                                                     | NO CHARGE  |             |

**Delivery/Shipping Fee**

<table>
<thead>
<tr>
<th>9% Tax (SC State/County/Local)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$141,547.00</td>
</tr>
</tbody>
</table>

**The City will not be purchasing all four (4) at one time. The City reserves the right to purchase as the need arises.**
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Jason Kronsberg DEPT: Parks Department
SUBJECT: PARKING GARAGES AND LOTS GROUNDS MAINTENANCE
REQUEST: Approval to process a change order to increase the contract from $105,000.00 to $108,000.00 by adding the Trolley Barn GM to the current contract with Kevin Verrell DBA Creative Concepts Landscaping, 104 Flicker Lane, Summerville, SC 29485. #18-B027R

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>
<tbody>
<tr>
<td>Cap. Proj. Cmtt. Chair</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parks Department</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Procurement Director</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

If yes, provide the following:
Dept./Div.: 022097 Account #: 52206
Balance in Account: Amount needed for this item: $3,000.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: [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

TO: Charleston City Council
FROM: Rodney H. Porter, PLA
Department of Parks
RE: Trolley Barn Parking Lot
DATE: January 9, 2020

Please let this memo serve notice of explanation of why there has been a request to increase the contract amount for the general maintenance of the City-owned parking garages and surface parking lots.

The Trolley Barn parking lot on Meeting Street is near competition. This surface lot will require annual maintenance. This maintenance includes trash pick-up, mowing, weeding, string trimming, sidewalk cleaning, and trimming. The vendor holding the current parking lot GM contract has provided an appropriate proposal for this maintenance and can fit this additional work into his current maintenance schedule. From a contract management standpoint, it would benefit everyone involved to keep this type of maintenance with the current parking lot vendor.

Please let me know if there are any questions related to this maintenance and contract increase.
## 2021 GARAGE AND PARKING LOT GROUNDS MAINTENANCE

### UNIT PRICE FORM / SCHEDULE OF DEDUCTIONS

*Grand Total must match Lump Sum entered on "CONTRACT".*

Unit prices provided shall apply for entire contract period, and may be used to increase or decrease scope of work, as well as for the "Schedule of Deductions" referenced in Part 2 of the specifications.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT PRICE</th>
<th>FREQUENCY</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trash Collection &amp; Removal</td>
<td>40</td>
<td>x 52</td>
<td>2080</td>
</tr>
<tr>
<td>Grass Cutting</td>
<td>30</td>
<td>x 41</td>
<td>1270</td>
</tr>
<tr>
<td>Edging</td>
<td>1.5</td>
<td>x 41</td>
<td>61.5</td>
</tr>
<tr>
<td>Trimming</td>
<td>1.5</td>
<td>x 3</td>
<td>4.5</td>
</tr>
<tr>
<td>Sweep/Blow</td>
<td>2.5</td>
<td>x 52</td>
<td>130</td>
</tr>
<tr>
<td>Weed Control</td>
<td>1.5</td>
<td>x 52</td>
<td>78.0</td>
</tr>
<tr>
<td>Sidewalk &amp; Gutter Cleaning</td>
<td>1.5</td>
<td>x 21</td>
<td>31.5</td>
</tr>
<tr>
<td>Mulch (40 cubic yards)</td>
<td>2.200</td>
<td>x 1</td>
<td>2.200</td>
</tr>
<tr>
<td>Ant Treatment</td>
<td>4.5</td>
<td>x 1</td>
<td>4.5</td>
</tr>
</tbody>
</table>

**Non-Metered Maintenance Responsibility**

(crew 4hr. min. x 10 = 40 hours)

150 x 4 = 600

| Company name:                              | CREATIVE CONCEPT LANDSCAPING |
| Address:                                   | 104 FLICKER LANE             |
| Telephone:                                 | 843-724-4911                 |
| Authorized representative:                | KEVIN V & B JR.             |

Signature / Date: 5-19-21
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 August 21, 2018, approved the following items in Bids and Purchases:

**BUDGET, FINANCE REVENUE COLLECTION:**  **ACCOUNT:**  VARIOUS-52206  **APPROPRIATION:**  $ 150,000.00

Approval to establish a contract for Uniform Rental/Lease and Accessories for Various City Departments from UniFirst Corporation, 7627 Southrail Rd., North Charleston, SC 29420. Solicitation #18-P024R. (One Original, Amy Wharton; One Original, Clerk of Council; Three Originals to Gary Cooper).

**INFORMATION TECHNOLOGY DEPARTMENT:**  **ACCOUNT:**  235000-52740  **062017-52740**  **APPROPRIATION:**  $ 220,376.20

Approval to purchase GETAC MDT’s and docking stations from lowest bidder (newcom) for Police and Fire Department vehicles. Solicitation #18-B034R. This provides fifty-five (55) Mobile Data Terminals (MDT’s or semi-rugged laptops) for Police vehicles (30 replacements and 25 new) with associated docking stations, and twenty (20) replacement MDT’s for Fire vehicles. Twenty-five new Police MDT’s with fifty docks and fifty adapters are charged to 235000-52740, while remaining units and docks are charged to Lease-Purchase.

**INFORMATION TECHNOLOGY DEPARTMENT:**  **ACCOUNT:**  162000-52206  **APPROPRIATION:**  $ 109,000.00

Approval to renew GIS ESRI ARCGIS Licensing for Enterprise Licensing Agreement (ELA). Sole Source Purchase. This provides Enterprise License Agreement to cover all City ArcGIS licensing for City employees using Geographic Information System (GIS) resources for City operations, development and services.

**PARKS DEPARTMENT:**  **ACCOUNT:**  051398-52700/58015  **APPROPRIATION:**  $ 103,409.75

Approval to purchase exercise equipment for the Louis Waring, Jr. Senior Center from Life Fitness, 9525 Bryn Mawr Avenue, Rosemont, IL 60018. NJPA (Sourcewell) Contract #120215-LFF. The purchase of exercise equipment will be paid from the $200,000 allocated by the City for the purchase of FFE per the Lease and Management Agreement with Roper St. Francis and included in the project budget.

**PARKS DEPARTMENT:**  **ACCOUNT:**  051671-58002  **APPROPRIATION:**  $ 83,465.68

Approval to purchase/install playground equipment for Daniel Island Park #4 from Playworld, 11515 Vansutory Drive, Suite 100, Huntersville, NC 28078. NJPA/Sourcewell Contract #030117-LTS.

**PARKS DEPARTMENT:**  **ACCOUNT:**  051672-58240  **APPROPRIATION:**  $ 94,496.50

Approval to purchase/construct Gazebo for Daniel Island Park #4 by CRD (Churchich Recreation & Design) of Hilton Head, Inc., 20 Towne Dr. PMB 186, Bluffton, SC 29910. NJPA/Sourcewell Contract #030117.
Bids and Purchases – August 21, 2018
Page 2 of

PARKS DEPARTMENT: ACCOUNT: 022016-52206 APPROPRIATION: $ 105,000.00
Approval to establish a contract for the Ground Maintenance of the Parking Garages and Lots with Creative Concepts, 104 Flicker Lane, Summerville, SC 29485. Solicitation #18-B027R. The remainder of Contract amount will be in the 2019 Budget. (One Original, Amy Wharton; One Original, Clerk of Council; One Original to Jason Kronsberg; Two Originals to Gary Cooper).

POLICE DEPARTMENT: ACCOUNT: 200000-52740 APPROPRIATION: $ 148,012.19
Approval to purchase Geulac Body Worn Cameras and Accessories from Techventures, LLC DBA WH Platts Company, 6543-A Fair Blvd., North Charleston, SC 29406, Solicitation #18-B033S.

POLICE DEPARTMENT: ACCOUNT: 240123-52206/58015 APPROPRIATION: $ 99,381.04
Approval to purchase a Safety & Security Video Camera System from Hitachi Vantara Corp., 2845 Lafayette St., Santa Clara, CA 95050. Sole Source. Funding is from the 2017 Port Security Grant: $110,384 in Federal Funding and $36,795 as a City match. The match amount is budgeted in 2018.

PUBLIC SERVICE DEPARTMENT: ACCOUNT: 050356-58240 APPROPRIATION: $ 49,500.00
Approval to purchase Oyster Shells for restoration project from Crimson Bay Seafood, 13100 Wintzell Avenue, Bayou La Batre, AL, 36509. This is part of Spring-Fishburne Phase 3. There is a MOU with the Citadel for 50% reimbursement.

FIRE DEPARTMENT: ACCOUNT: 210000/211000-52008 APPROPRIATION: $ 275,000.00
Approval to establish a contract for Uniforms and Accessories with Galls, LLC, 1340 Russell Cave Road, Lexington, KY 40505. Solicitation #18-P014R. (One Original, Amy Wharton; One Original, Clerk of Council; One Original, Chief Curia; Two Originals to Gary Cooper).

Sincerely,

Vanessa Turner Maybank
Clerk of Council

Endorses: As Stated

c: Gary Cooper, Director of Procurement
    Matt Frohlich, Deputy Chief Financial Officer
    Ruth Jordan, Minority Business Enterprise
    Wes Ratterree, Information Technology
    Edmund Most, Parks Department
    Jason Kronsberg, Parks Department
    Chief Luther Reynolds, Police Department
    Laura Cabiness, Public Service Department
    Chief Daniel Curia, Fire Department
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree
DEPT: Information Technology
SUBJECT: DELL LAPTOP COMPUTERS
REQUEST: APPROVAL OF THE PURCHASE OF DELL COMPUTERS AS PART OF THE CITY’S ANNUAL PC ROTATION CYCLE. STATE CONTRACT #: 4400011358

COMMITTEE OF COUNCIL: Ways & Means
DATE: June 15, 2021

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

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

| FUNDING: Was funding previously approved? | Yes [x] No [ ] N/A [ ] |
| If yes, provide the following: | Dept./Div.: | IT | Account #: 062021-52740 |
| Balance in Account | Lease-Purchase | Amount needed for this item | $118,476.45 |

Does this document need to be recorded at the RMC’s Office? [x]

NOTES: Provides 50 Dell Laptop PCs with docking stations and monitors @ $2,161.56 each plus additional docking stations and monitors for other laptop installations as part of the City’s annual rotation of PCs on a 4-5 year rotation cycle. LEASE-PURCHASE.

CFO’s Signature: [Signature]

FISCAL IMPACT: 2021 Lease Purchase

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.
A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this Quote to Order.

Quote No. 3000087212169.1
Total $118,476.45
Customer # 43392896
Quoted On Jun. 01, 2021
Expires by Jul. 01, 2021
Contract Name State of South Carolina
Contract Code C000000010739
Customer Agreement # MNWNC-108/4400011358
Deal ID 14621854
Sales Rep Laura Burns
Phone (800) 456-3355, 6180176
Email Laura_Burns@Dell.com
Billing To CITY OF CHARLESTON
CITY OF CHARLESTON
PO BOX 853
CHARLESTON, SC 29402-0853

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Laura Burns

Shipping Group

Shipping To
RECV DEPT
CITY OF CHARLESTON
2 GEORGE ST, STE2800
INFORMATION TECHNOLOGY
CHARLESTON, SC 29401-3583
(843) 805-3220

Shipping Method Standard Delivery

<table>
<thead>
<tr>
<th>Product</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dell 24 Monitor - P2419H</td>
<td>$177.00</td>
<td>20</td>
<td>$3,540.00</td>
</tr>
<tr>
<td>Dell Thunderbolt Dock- WD19TBS</td>
<td>$240.00</td>
<td>75</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>Dell Latitude 5421</td>
<td>$1,501.00</td>
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<td>$75,050.00</td>
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<tr>
<td>Dell 27 Monitor - P2719H</td>
<td>$224.00</td>
<td>50</td>
<td>$11,200.00</td>
</tr>
<tr>
<td>Dell Essential Backpack 15 (ES1520P)</td>
<td>$18.08</td>
<td>25</td>
<td>$452.00</td>
</tr>
<tr>
<td>Dell Essential Briefcase 15 (ES1520C)</td>
<td>$18.08</td>
<td>25</td>
<td>$452.00</td>
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<tr>
<td>Description</td>
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<tr>
<td>Subtotal</td>
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<td>Shipping</td>
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<tr>
<td>Estimated Tax</td>
<td>$9,762.45</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$118,476.45</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.
### Shipping Group Details

**Shipping To**

RECV DEPT  
CITY OF CHARLESTON  
2 GEORGE ST,STE2800  
INFORMATION TECHNOLOGY  
CHARLESTON, SC 29401-3583  
(843) 805-3220

**Shipping Method**

Standard Delivery

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<table>
<thead>
<tr>
<th>Description</th>
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<th>Quantity</th>
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<td></td>
<td>$177.00</td>
<td>20</td>
<td>$3,540.00</td>
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<tr>
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<tr>
<td>June 21, 2021</td>
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<tr>
<td>Contract # C000000010739</td>
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<table>
<thead>
<tr>
<th>Description</th>
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<th>Unit Price</th>
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<th>Subtotal</th>
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<tbody>
<tr>
<td>Dell Thunderbolt Dock- WD19TBS</td>
<td></td>
<td>$240.00</td>
<td>75</td>
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<tr>
<td>Contract # C000000010739</td>
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<tr>
<td>Customer Agreement # MNWNC-108/4400011358</td>
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</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>SKU</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Subtotal</th>
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<tbody>
<tr>
<td>Dell Latitude 5421</td>
<td></td>
<td>$1,501.00</td>
<td>50</td>
<td>$75,050.00</td>
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<tr>
<td>Estimated delivery if purchased today:</td>
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<td>July 10, 2021</td>
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<td>Customer Agreement # MNWNC-108/4400011358</td>
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The table above details the shipping group for Dell products, including Dell 24 Monitor, Dell Thunderbolt Dock, and Dell Latitude 5421. Each item specifies the SKU, unit price, quantity, and subtotal. Additional notes on delivery dates, contracts, and customer agreements are also included.
<table>
<thead>
<tr>
<th>Description</th>
<th>SKU</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Subtotal</th>
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</thead>
<tbody>
<tr>
<td>Dell Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1</td>
<td>555-BGGT</td>
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<tr>
<td>Intel DW5820E 736O LTE-A 4G WWAN Card, Verizon</td>
<td>556-BCUF</td>
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<td>50</td>
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<tr>
<td>4 Cell 64WHR BYD Battery</td>
<td>451-BCUN</td>
<td>-</td>
<td>50</td>
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<tr>
<td>130W E5 Type-C Power Adapter</td>
<td>450-AJNH</td>
<td>-</td>
<td>50</td>
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<tr>
<td>Single Pointing, None Security</td>
<td>346-SHGL</td>
<td>-</td>
<td>50</td>
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<td>E5 US Power Cord</td>
<td>450-AAEJ</td>
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<td>Latitude 5421 Quick Start Guide</td>
<td>340-CVFF</td>
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<td>ENERGY STAR Qualified</td>
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<td>Dell Optimizer</td>
<td>658-BEQP</td>
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<tr>
<td>Mix Model Packaging 130W Type-C Adapter</td>
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<td>50</td>
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<tr>
<td>11th Generation Intel(R) Core(TM) i7 non-vPro Processor Label</td>
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<tr>
<td>BTO Standard Shipment (VS)</td>
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<td>EPEAT 2018 Registered (Gold)</td>
<td>379-BDZB</td>
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<tr>
<td>Latitude 5421 Bottom Door, L10, TAA</td>
<td>321-BGLD</td>
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<tr>
<td>Dell Limited Hardware Warranty Extended Year(s)</td>
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<tr>
<td>Dell Limited Hardware Warranty</td>
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<tr>
<td>Onsite/In-Home Service After Remote Diagnosis, 1 Year</td>
<td>997-3328</td>
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<td>Onsite/In-Home Service After Remote Diagnosis, 3 Year Extended</td>
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**Dell 27 Monitor - P2719H**

Estimated delivery if purchased today:
Jun. 09, 2021  
Contract # C000000010739  
Customer Agreement # MNWNC-108/4400011358

<table>
<thead>
<tr>
<th>Description</th>
<th>SKU</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dell 27 Monitor - P2719H</td>
<td>210-AQCS</td>
<td>-</td>
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<tr>
<td>Dell Limited Hardware Warranty</td>
<td>815-2491</td>
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<tr>
<td>Advanced Exchange Service, 3 Years</td>
<td>815-2492</td>
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<td>50</td>
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</table>

**Dell Essential Backpack 15 (ES1520P)**

Estimated delivery if purchased today:
Jun. 15, 2021  
Contract # C000000010739  
Customer Agreement # MNWNC-108/4400011358

<table>
<thead>
<tr>
<th>Description</th>
<th>SKU</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dell Essential Backpack 15 - ES1520P</td>
<td>460-BCTJ</td>
<td>-</td>
<td>25</td>
<td>452.00</td>
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</tbody>
</table>

**Dell Essential Briefcase 15 (ES1520C)**

Estimated delivery if purchased today:
Jun. 09, 2021  
Contract # C000000010739  
Customer Agreement # MNWNC-108/4400011358

<table>
<thead>
<tr>
<th>Description</th>
<th>SKU</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Subtotal</th>
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<tbody>
<tr>
<td>Dell Essential Briefcase 15 - ES1520C</td>
<td>460-BCTK</td>
<td>-</td>
<td>25</td>
<td>452.00</td>
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<tr>
<td>Description</td>
<td>Amount</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------</td>
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<tr>
<td>Subtotal</td>
<td>$108,694.00</td>
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<tr>
<td>Shipping</td>
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<tr>
<td>Estimated Tax</td>
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<td><strong>Total</strong></td>
<td><strong>$118,476.45</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governance Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer’s affiliate and Supplier or a Supplier’s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell’s Terms of Sale (available at www.dell.com/terms or www.dell.com/oet/terms), or for cloud-as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer’s use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer’s use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificTerms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer’s use (and Customer’s resale of and the end-user’s use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement sols for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier’s compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer’s invoice. Supplier encourages customers to dispose of electronic equipment properly.

Automated links and descriptions are available in hard copy upon request.

"Dell Business Credit (DBC):
OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree
DEPT. Information Technology

SUBJECT: CISCO SMARTNET ANNUAL MAINTENANCE AGREEMENT
REQUEST: APPROVAL OF ANNUAL MAINTENANCE AGREEMENT RENEWAL WITH CISCO
SYSTEMS FROM INTERNETWORK ENGINEERING TO PROVIDE MAINTENANCE FOR ALL
CITY NETWORK HARDWARE. STATE CONTRACT # 4400016103.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 15, 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 Contacted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Information Technology</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Procurement</td>
<td>X</td>
<td></td>
<td></td>
</tr>
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</table>

FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]
If yes, provide the following:
Dept./Div.: IT
Account #: 161000-52206
Balance in Account: $2,336,171.34
Amount needed for this item: $91,970.37

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

NOTES: Provides hardware and software maintenance, replacement, and advanced problem
resolution for all City network infrastructure components required to operate and maintain the City's
network (switches, routers, firewalls, access control, wireless networking, email protection and
content management).

CFO's Signature: [Signature]

FISCAL IMPACT:

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

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS
DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA
MEETING.
<table>
<thead>
<tr>
<th>ITEM #</th>
<th>PART #</th>
<th>DESCRIPTION</th>
<th>QTY.</th>
<th>LIST PRICE</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
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<td>CON-RENEWAL-ECMU</td>
<td>ECMU - SWISS UPGRADES (SAU)</td>
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<td>$8,537.70</td>
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<td>2</td>
<td>CON-RENEWAL-SNT</td>
<td>SNT - SMARTnet 8x5xNBD</td>
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<td>$39,850.05</td>
<td>$35,076.84</td>
<td>$35,076.84</td>
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<td>3</td>
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<td>$44,343.11</td>
<td>$39,021.94</td>
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<tr>
<td>4</td>
<td>CON-RENEWAL-SSTC</td>
<td>SSTC - Software Subscriptions</td>
<td>1</td>
<td>$3,000.00</td>
<td>$1,740.00</td>
<td>$1,740.00</td>
</tr>
</tbody>
</table>

Note: By request, this quote does not include IE Professional Services. If you would like assistance in implementing this solution, please contact your IE Account Manager immediately for a services estimate.

Total Investment $84,376.48

Plus Tax and/or Shipping

DELIVERY: FOB: Shipping Point
TERMS: NET 30
QUOTATION FIRM FOR: 30 DAYS

CUSTOMER'S SIGNATURE

Please Print Name & Title Below

The enclosed material and information is proprietary to Internetwork Engineering and is strictly confidential. Any unauthorized use, reproduction or retransmission is forbidden. The preceding restrictions shall not apply to State agencies and governmental units to the extent the enclosed material is required to be disclosed under applicable State public record laws.
Robin, let me know if the explanations are what you need. Thanks

**Traffic Signal Cable Contract**

The Traffic Signal Contract is the purchasing of cable that is specifically designed/specked for the use is installation, maintenance and construction of transportation. The contract will be used by Traffic and Transportation to keep the cables in stock for new construction, maintenance, emergency repairs due to auto accidents and storms (Hurricanes).

**Portable Traffic Signal System**

The Portable Traffic Signal System is automated system that allow you to effectively manage traffic. Whether you need emergency backup due to signal knock downs, repairs at signalized intersections, hurricane or special events; these traffic control systems are portable and reliable.

Troy L. Mitchell | Traffic Signal Systems Manager  
City of Charleston | Department of Traffic and Transportation  
Electronics and Signal Maintenance Division  
160 Lockwood Drive, Ste. C | Charleston, SC 29403  
T:(843) 973-7288 | F:(843) 722-5956 | mitchellt@charleston-sc.gov | www.charleston-sc.gov

From: Barrett-Robinson, Robin  
Sent: Thursday, June 3, 2021 9:08 AM  
To: Mitchell, Troy <MITCHELLT@charleston-sc.gov>; Brown, Parrish <BROWN@charleston-sc.gov>  
Subject: Traffic Signal Cables and Portable Traffic Signal System  
Importance: High

Troy,

Gary wants you to write up a paragraph about each to go with each agenda form telling what it is and will be used for. Please email to me as soon as possible.

Thank you.

Be well,
Robin

Mrs. Robin Barrett Robinson | Senior Buyer  
City of Charleston | Department of BFRC  
Procurement Division  
75 Calhoun Street, Suite 3500 | Charleston, SC 29401  
T:(843) 724-7314 | F:(843) 720-3872 | robinsonr@charleston-sc.gov | www.charleston-sc.gov/Bidline
TO: John J. Tecklenburg, Mayor
FROM: Matt Fountain
DEPT. Stormwater
SUBJECT: MENZI MUCK M220 WALKING EXCAVATOR
REQUEST: Approval to purchase Menzi Muck M220 walking Excavator from Menzi USA 1850 Fairbanks St Lakeland, Florida using the Florida Sheriff's Purchasing Contract.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 15, 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: 
Stormwater: X 
Procurement Director: X 

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

If yes, provide the following: Dept./Div.: Account #: 58015
Balance in Account: Amount needed for this item: $274,707.25

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

NEED: Identify any critical time constraint(s).

CFO's Signature: 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.
**QUOTATION**

Quote Number: 04202021CHARLESTON  
Quote Date: Apr 21, 2021  
Page: 1

**Quoted To:**  
CITY OF CHARLESTON  
2 GEORGE STREET  
CHARLESTON, SC 29401

**Ship To:**  
2 GEORGE STREET  
CHARLESTON, SC 29401

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<td>FSA20-EQU18.0 - HEAVY EQUIPMENT</td>
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<td>ITEM 48 - MENZI MUCK M3</td>
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<td>DOWNGRADE MMM220 - MENZI MUCK M220 (INCLUDING A/C, 1400mm BUCKET, REARVIEW</td>
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<td>CAMERA, X4 LASHING EYELIGHTS)</td>
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<td>POWERTILT</td>
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<td>***</td>
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<td>TWO (2) YEAR MACHINE AND ENGINE WARRANTY</td>
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<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>252,025.00</strong></td>
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</table>
TO: John J. Tecklenburg, Mayor

FROM: Kay Cross

DEPT. HROD

SUBJECT: CDC GRANT APPLICATION CLOSING THE GAP WITH SOCIAL DETERMINANTS OF HEALTH ACCELERATOR

REQUEST: Permission to submit an application request in the amount of $125,000 to Address Health Disparities and Chronic Diseases

COMMITTEE OF COUNCIL: W&M

DATE: June 15, 2021

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

Corporate Counsel: Yes □ N/A □ Signature of Individual Contacted: □
Cap. Proj. Cmte. Chair: □ □
Dir. of HR: X □ Signature of Individual Contacted: □
Grants Manager: X □ Signature of Individual Contacted: □

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

If yes, provide the following:
Dept./Div.: __________________ Account #: __________________
Balance in Account: __________________ Amount needed for this item: __________________

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

NEED: Identify any critical time constraint(s).

No city match is required

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.
To: Mayor John J. Tecklenburg  
City Councilmembers

From: Kay Cross, Director

Subject: CDC Closing the Gap with Social Determinants of Health Accelerator Plan Grant (CDC-RFA-DP21-2111 due July 6, 2021)

Date: June 7, 2021

The purpose of this memorandum is to request approval to submit an application for the CDC’s Closing the Gap with Social Determinants of Health Accelerator Plans Grant. The City’s Health and Wellness Advisory Committee has been focused on health disparities and chronic disease, and its impact on life expectancy in our city through efforts like Health in All Policies. If awarded, the grant is an opportunity to accelerate actions that lead to improved chronic disease outcomes among persons experiencing health disparities and inequities.

With this grant we would develop an Accelerator Plan, or a plan that includes sustainability strategies to expand and diversify implementation efforts and funding. This year long process would include strategies and activities to improve health outcomes related to two SDOH priority areas, the built environment and food and nutrition security. Our ultimate goal is to use this as a tool for implementing effective strategies to increase life expectancy in the city’s Neck Area. The proposal will center on collaboration and engagement among the diverse and inclusive representation and input of various partners through the development of a multi-sectorial leadership team.

This grant allows up to $125,000 to fund this project. There is no match required for this grant. Should you have any questions regarding this project, please contact Paul Wieters, Wellness Coordinator, wietersp@charleston-sc.gov.
TO: John J. Tecklenburg, Mayor  
FROM: Laurie C. Yarbrough DEPT. Recreation  
SUBJECT: SUMMER FOOD SERVICE PROGRAM  
REQUEST: Authorization for approval to submit a grant application to offer the USDA Summer Food Service Program. The Effective date will be June 21st, 2021. Funding is provided through the SC Department of Education to the City of Charleston as the local sponsoring agency.

COMMITTEE OF COUNCIL: W&M DATE: June 15, 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: □ □ □
Dir. of Recreation: X □ □
Grants Manager: X □ □

FUNDING: Was funding previously approved? Yes □ No □ N/A □
If yes, provide the following: Dept./Div.: _________ Account #: _________
Balance in Account _________ Amount needed for this item _________

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

NEED: Identify any critical time constraint(s).
Due to time constraints this grant was submitted on June 1st

CFO’s Signature: ________________________________

FISCAL IMPACT: No city match required.

Mayor’s Signature: ________________________________

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.
Sponsor Application

2021 Application for City of Charleston
Sponsor SF-6357

In Progress

General
Operations
Questionnaire
Budget
Contacts
Documents

Review

Certify

General Information

Sponsor Name
City of Charleston

Sponsor Address
823 Meeting St
Charleston, SC 29403-3108

County Code
10 (Charleston)

DUNS Number
077990786

SCEIS Vendor Number
7000142192

SAM Expiration Date
12/21/2021

Federal ID
57-6000226

Sponsor Type
Government Entity (state, local, municipal, or county)

Other USDA Programs
No other USDA programs

Prior Participation
Yes (renewal application)
2020 SC 6357

Operations

Program Start Date
Monday, June 21, 2021

Program End Date
Friday, August 6, 2021

Administrative Trainers
Stanley Newton

Site Trainers
Stanley Newton

Meal Preparation Type
Vended ONLY (no self-prep sites)

Charleston County Schools — Vendor
DHEC Permit 10-208-04913
3999 Bridge View Drive
North Charleston SC 29405
Contact: Jeremy Tunstill 843-746-1376

Meal Preparation Location
Not applicable to vended-only sponsors.

No central kitchens are listed.

Questionnaire
Does the applicant provide a year-round public service to the area in which they intend to operate SFSP?
Yes

kids that come to the playground during the summer from June to August

Does the applicant plan to provide meals during an unanticipated school closure?
No

Has applicant managed or administered any community food service program(s) including the Summer Food Service Program?
Yes

Does applicant plan to operate an Offer Versus Serve (OVS) meal service at any of its sites?
No

Was applicant ever terminated or determined to have been seriously deficient in his/her operation of any community food service program?
No

List names of other federal agencies providing assistance to the applicant organization. (No agencies listed.)

Has the applicant ever been found to be in noncompliance with regard to Civil Rights regulations for any of the agencies listed above?
No

Ethnic Demographics
Hispanic: 10.00%  Non-Hispanic: 90.00%

Racial Demographics
White: 20.00%
African-American: 70.00%
Native American: 0.00%
Asian: 0.00%
Other: 10.00%

What efforts will be used to assure that minority populations have equal opportunity to participate?
Distribution of brochures or program information at public locations
Paid or free advertisements in local newspapers
Personal contact with community groups and/or parents
Public service announcements in local newspapers
Public service announcements on radio
Public service announcements on television

Do these efforts also reflect methods used to assure minority and grassroots organizations participate in the program as required by program regulations?
Yes

Is your organization faith-based or affiliated with a church?
No

Multi-State Operations
No (no out-of-state operations)
Does the local affiliate send money from the non-profit food service account or money from the SFSP to the parent organization?
No

**Budget**

Director SFP — 1 position(s)
$19.71/hr × 8.00 hrs/day × 50 days each
Total Salary: $7,884.00
Total Fringe Benefits: $0.00
Total Compensation: $7,884.00
Duties: visit sites and train staff

Monitor — 1 position(s)
$0.00/hr × 3.00 hrs/day × 10 days each
Total Salary: $0.00
Total Fringe Benefits: $0.00
Total Compensation: $0.00
Duties: Director will monitor sites

**Projected Administrative Costs —**
Total: $7,884.00 projected

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<td>Office Supplies</td>
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<td>Administrative Mileage</td>
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**Projected Operational Costs —**
Total: $33,660.00 projected

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<td>monitor sites</td>
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</table>
No A-133 audit required

Contacts

Official Authorized Representative
Director SFP Stanley Newton
04/25/1950
7 Charlyn Drive
Charleston SC 29407
843-830-4917
ssmphotography@aol.com

Financial Representative
Senior Acct.-Grants Nancy Madden
09/05/1953
116 Meeting Street
Charleston SC 29401
843-830-4917
madden@charleston-sc.gov

Documents

Administrative personnel training agenda
Blank.pdf

Site personnel training agenda
S2021_site_Personnel_Training.pdf

Menu
Menu.pdf

Press release certification (sites WITHOUT income limits)
Public_Release_2021-Free_Meal_Policy.pdf

Press release certification (sites WITH income limits)
Blank.pdf

List of board members
City_of_Charleston_Council_Members.pdf

Meal count procedures
Meal_Count_Form.pdf
Corrective action procedures
Corrective_Action_2021.pdf

Form W-9
W-9_2021.pdf

Annual year-end non-profit status form
Budget_Summary.pdf

Projected budget expense detail report
Budget.pdf

Letter of authorization
Letter_of_Authorization.pdf

Vendor contract (or agreement with school district)
Food_Contract.pdf

List of vendor locations

Statement of procurement standards
SFSP_Procurement_Plan_Form_Signed.pdf

Free meal policy statement
Meal_Policy_Statement.pdf

Training verification
Training_NM.pdf

Monitoring schedule
Visits.pdf

Additional sponsor document 1
5.28.19_Ways_and_Means_Minutes.pdf

Additional sponsor document 2
transcript.pdf

Additional sponsor document 3
TO: Mayor Tecklenburg and Members of City Council

FROM: Jeremy Cook and Susan Herdina

CC: Amy Wharton

DATE: June 9, 2021

RE: An Ordinance Approving a Third Amendment to the Public Infrastructure Improvements Agreement Relating to the Charleston Neck Redevelopment Project Area

The City and the developers of Magnolia entered into a Public Infrastructure Improvements Agreement (the "PIIA") dated as of September 1, 2015 to determine, among other things, the public infrastructure projects that were expected to be funded with the TIF revenues resulting from the Charleston Neck Redevelopment Project Area and the expected timing of such public infrastructure projects. These public infrastructure projects were categorized into different phases referred to as tranches in the PIIA. The PIIA was subsequently amended on March 14, 2018 and December 20, 2019.

During the past year, City Staff has been meeting with the Magnolia development team and the result of those efforts is the Third Amendment (the "Third Amendment") to the PIIA that is included on the agenda for the June 15, 2021 City Council meeting. The Third Amendment increases the allocation of expected TIF revenues for projects in the second and third tranches, which includes the City's replacement Public Works facility. The increased project costs in the second and third tranches are based on the costs of the public infrastructure projects that are currently underway at Magnolia, overall increases in construction costs, and updated projections regarding the TIF Revenues. Additionally, the list of eligible projects in Tranche 2 is being significantly expanded by the Third Amendment and will now specifically include affordable housing. Finally, the Third Amendment provides the City with greater flexibility for the timing of funding a portion of the Tranche 2 public infrastructure projects, which includes the City's replacement Public Works Facility, with the TIF revenues.

We will be present at the June 15, 2021 City Council meeting and will be glad to answer any questions you may have that evening or prior to that meeting.
AN ORDINANCE

TO AMEND THE PUBLIC INFRASTRUCTURE IMPROVEMENTS AGREEMENT DATED AS OF SEPTEMBER 1, 2015, AS AMENDED, BETWEEN THE CITY OF CHARLESTON, SOUTH CAROLINA AND HIGHLAND RESOURCES, INC., AS SUCCESSOR TO ASHLEY RIVER INVESTORS, LLC; AND OTHER MATTERS RELATING THERETO.

INCIDENT TO THE ADOPTION OF THIS ORDINANCE, CITY COUNCIL MAKES THE FOLLOWING FINDINGS OF FACT:

1. During its 1984 Session, the General Assembly of South Carolina adopted the “Tax Increment Financing Law” set forth at Section 31-6-10 to 31-6-120 of the Code of Laws of South Carolina, as amended (the “Tax Increment Financing Law”).

2. The General Assembly provided in the Tax Increment Financing Law a method for paying a portion of the costs of public infrastructure improvements from incremental tax revenues generated by properties within redevelopment project areas as well as from revenues of certain facilities owned by the municipality in the redevelopment project area.

3. Pursuant to the Tax Increment Financing Law, City Council of the City of Charleston (“City Council”) by Ordinance No. 2004-151 ratified on December 21, 2004 (“Ordinance No. 2004-151”), established the Charleston Neck Redevelopment Project Area identifying the properties therein (the “Redevelopment Project Area”) and established for that area a Redevelopment Plan, which was amended by Ordinance 2014-91 adopted by City Council on July 15, 2014 (“Ordinance No. 2014-91”), all as contemplated by the Tax Increment Financing Law.

4. By Ordinance 2015-106 adopted by City Council on August 18, 2015 (Ordinance No. 2015-106), City Council approved the Public Infrastructure Improvements Agreement between the City and Ashley River Investors, LLC dated September 1, 2015 (the “Agreement”) which Agreement has been assigned to HR Charleston, LLC (the “Developer” or “Highland”). Section 10.4 of the Agreement provides that “The City and the Developer may, by mutual consent, agree in writing to amend the terms and conditions set forth in this Agreement and/or any exhibit...” Pursuant to such Section 10.4, the City and the Developer previously amended the Agreement and the exhibits thereto on arch 14, 2018 and December 20, 2019.

5. City Council is minded, in consultation with Highland, to further amend the Agreement including by modifying the Public Infrastructure Projects and costs contained on Exhibit B.
NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA:

SECTION 1. City Council confirms all the findings of fact contained in the recitals of this Ordinance.

SECTION 2. The Agreement shall be further amended including a revised Exhibit B thereto, and the Mayor is hereby authorized to execute and deliver the Third Amendment to the Agreement on behalf of the City, in substantially the form attached hereto as Exhibit A (the "Third Amendment") with such changes as shall be approved by the Mayor, his execution of the Third Amendment to be conclusive evidence of such approval and to make the same conforming change by replacing Exhibit A to the Memorandum of Understanding and Agreement dated September 1, 2015 relating to the Agreement.

Mayor, City of Charleston, South Carolina

Attest:

Clerk, City of Charleston, South Carolina

First Reading: June 15, 2021
Second Reading: July 20, 2021
STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  

I, the undersigned, Clerk of the City Council of the City of Charleston, South Carolina ("City Council"), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by City Council. The Ordinance was read at two public meetings of City Council held on June 15 and July 20, 2021. An interval of at least six days occurred between each reading. At each meeting, a quorum of City Council was present and remaining present throughout the meeting.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand this ___ day of July 2021.


Clerk
EXHIBIT A

THIRD AMENDMENT TO PUBLIC INFRASTRUCTURE IMPROVEMENTS AGREEMENT
AND
AMENDMENT TO MEMORANDUM OF UNDERSTANDING AND AGREEMENT

THIS THIRD AMENDMENT TO PUBLIC INFRASTRUCTURE IMPROVEMENTS AGREEMENT AND AMENDMENT TO MEMORANDUM OF UNDERSTANDING AND AGREEMENT (this “Third Amendment”) is made effective as of the day of 2021 (the “Effective Date”), by and between the CITY OF CHARLESTON, SOUTH CAROLINA, a South Carolina municipal corporation (the “City”), and HR CHARLESTON, LLC, a South Carolina limited liability company (as assignee of ASHLEY RIVER INVESTORS, LLC, (“ARF”) a South Carolina limited liability company), its successors and assigns (collectively, the “Developer”). The City and the Developer are sometimes referred to individually as a “Party” and together as the “Parties” as the context may require.

RECITALS

1. The City and ARI entered into that certain Public Infrastructure Improvements Agreement (the “PIIA”) and that certain Memorandum of Understanding and Agreement (the “MOU”) each dated September 1, 2015, regarding the construction of and reimbursement for certain Public Infrastructure Projects, as defined in the PIIA; and

2. The City and ARI amended the PIIA on March 14, 2018 (the “First Amendment”); and

3. The Developer and ARI entered into that certain Assignment and Assumption of Public Infrastructure Improvements Agreement (the “Assignment and Assumption Agreement”) on March 14, 2018, assigning all rights, duties and obligations of ARI to and under the PIIA and MOU to the Developer; and

4. The City and Developer amended the PIIA and MOU on December 20, 2019 (the “Second Amendment”); and

5. A portion of the WR Grace site intended for the replacement public works facilities for the City is required in connection with port related improvements and is no longer available for the replacement public works facilities.

6. The City desires to assume management of construction of the replacement public works facilities in lieu of paying Developer a fee for construction management services.

7. The Parties desire to update the exhibits to the PIIA and MOU to reflect updated cost estimates for Public Infrastructure Projects (as defined in the PIIA).

8. The Parties wish to further amend the PIIA and MOU as set forth herein.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:
1. **Recitals.** The foregoing recitals are incorporated into and made a part of this Third Amendment.

2. **Defined Terms.** Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the PIIA or MOU, as applicable.

3. **Amendments to Exhibit A to MOU and Exhibit B to PIIA.**
   a. *Exhibit A* of the MOU is hereby deleted and replaced with the revised table attached hereto as *Exhibit A*.
   b. *Exhibit B* of the PIIA is hereby deleted and replaced with the revised table attached hereto as *Exhibit B*.
   c. The dollar amounts, annual adjustments, and priority of expenditures of TIF Revenues and TIF Bond Proceeds pursuant to Article II and Article IV of the MOU (and any references thereto, including without limitation Section 5.18(i) of the PIIA) are hereby amended to conform to the dollar amounts, annual adjustments, and priority of expenditures as set forth on *Exhibit A* attached hereto.

4. **Amendments regarding Replacement Public Works Facilities and other Tranche 2 Projects.**
   a. All or part of the Replacement Facilities (as defined in the PIIA), or Replacement Public Works Facility (as defined in the MOU), may be located outside of the TIF District, as determined and approved by City Council of the City of Charleston in accordance with applicable requirements for projects to be located outside of the TIF District.
   b. Notwithstanding anything to the contrary set forth in the PIIA or MOU, the Developer shall not be responsible for the acquisition of land, planning, design, permitting, construction, management of construction, or other development activities or costs with respect to the Replacement Facilities (as defined in the PIIA) or Replacement Public Works Facility (as defined in the MOU), all of which shall be undertaken by and be the sole responsibility of the City. The Developer shall not receive any construction management fee in connection with the Replacement Facilities or Replacement Public Works Facility, and any provisions in the PIIA or MOU providing for a 5% or other construction management fee for the Replacement Facilities or Replacement Public Works Facility are hereby deleted.
   c. The City may elect to utilize a portion of the TIF Revenues and TIF Bond Proceeds available as part of Tranche 2, as designated on *Exhibit A* attached hereto, for eligible projects (subject to compliance with any applicable laws) other than the Replacement Facilities or Replacement Public Works Facility as described on *Exhibit A*, provided that the City shall be responsible for any costs of the Replacement Facilities or Replacement Public Works Facility that exceed remaining TIF Revenues and TIF Bond Proceeds available as part of Tranche 2. Any such additional projects shall be the sole responsibility of the City, and the Developer shall not be responsible for the acquisition of land, planning, design,
permitting, construction, management of construction, or other development activities or costs with respect thereto.

d. Section 5.18(iv) of the PIIA is hereby amended and restated in its entirety to read as follows:

“(iv) In addition, ARI may terminate the current lease dated December 19, 2008 between the City of Charleston and Ashley II of Charleston, LLC by providing written notice no later than thirty-six (36) months prior to the effective date of the termination, provided that such notice shall be given to the City no earlier than July 1, 2022.”

5. **Effect.** Terms and provisions of the PIIA and MOU that are not expressly modified by this Third Amendment shall remain in full force and effect. All of the provisions of the PIIA and MOU unambiguously affected by this Third Amendment shall be deemed amended, whether or not actually specified herein, if such amendment is clearly necessary to effectuate the intent of the Parties hereto. The PIIA and MOU, as modified hereby, are hereby ratified and approved in all respects.

6. **Final Agreement.** The PIIA and MOU, as amended by the First Amendment, Second Amendment, and the Third Amendment, represent the final agreement between the parties regarding the subject matter hereof and may not be contradicted by evidence of prior, subsequent or contemporaneous oral agreements of the parties. No amendment or modification hereto shall be valid and binding unless expressed in writing and executed by both parties hereto.

7. **Counterparts.** This Third Amendment may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Third Amendment.

8. **Severability.** If any provision of this Third Amendment is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Third Amendment and the PIIA and MOU shall nonetheless remain in full force and effect.

9. **Applicable Law.** This Third Amendment is enforceable in the State of South Carolina and shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of South Carolina.

10. **Captions.** The section headings appearing in this Third Amendment are for convenience of reference only and are not intended, to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

11. **Construction.** The Parties acknowledge that the Parties and their counsel have reviewed and revised this Third Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Third Amendment or any exhibits or amendments hereto.
12. **Further Actions.** Each of the Parties shall execute and deliver such additional documents and take such actions as may be reasonably requested in order to fully carry out the intent and purpose of this Third Amendment.

[Signature Pages Follow]
IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the
day and year first written above.

CITY OF CHARLESTON, SOUTH
CAROLINA

By: ____________________________

Its: Mayor

Attested to:

______________________________
Jennifer Cook, Clerk of Council
IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the day and year first written above.

HR CHARLESTON, LLC,
a South Carolina limited liability company

By: HROZF, LLC
Its: Member

By: __________________________
Name: __________________________
Its: __________________________

By: HROZB, LLC
Its: Member

By: __________________________
Name: __________________________
Its: __________________________
## EXHIBIT A

<table>
<thead>
<tr>
<th>Projects</th>
<th>Total Reimbursable Project Costs Amount as of Jan 1, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tranche 1</strong>&lt;br&gt;Public Infrastructure Remediation&lt;br&gt;Public Infrastructure Demolition&lt;br&gt;Stormwater/Fill/Sewer&lt;br&gt;Roads &amp; Infrastructure&lt;br&gt;Public Parks&lt;br&gt;Adjacent Property Improvements¹&lt;br&gt;Dominion Energy Gas Regulation Station&lt;br&gt;Dominion Energy Power Line Relocation&lt;br&gt;Construction Manager Fee (3%)</td>
<td><strong>$44,032,801</strong>&lt;br&gt;(Remaining balance to spend is $13,582,768)</td>
</tr>
<tr>
<td><strong>Tranche 2</strong>&lt;br&gt;Public Works Facility²&lt;br&gt;Affordable Housing&lt;br&gt;Other Projects³</td>
<td><strong>$31,446,086⁴</strong></td>
</tr>
<tr>
<td><strong>Tranche 3</strong>&lt;br&gt;Public Infrastructure Remediation&lt;br&gt;Public Infrastructure Demolition&lt;br&gt;Stormwater/Fill/Sewer&lt;br&gt;Roads &amp; Infrastructure&lt;br&gt;Public Parks&lt;br&gt;Adjacent Property Improvements¹&lt;br&gt;Dominion Energy Gas Regulation Station&lt;br&gt;Dominion Energy Power Line Relocation&lt;br&gt;Community Center&lt;br&gt;Construction Manager Fee (3%)&lt;br&gt;Parking Decks/Roads/Infrastructure/Parks</td>
<td><strong>$85,736,557</strong></td>
</tr>
<tr>
<td><strong>Total Tranches</strong>²³⁴⁵⁶</td>
<td><strong>$161,215,444</strong></td>
</tr>
</tbody>
</table>

¹ Adjacent Property Improvements include King St. improvements and other improvements located outside of the Property but within the TIF District.
² The City may elect, at its option, to utilize up to $7,000,000.00 of the Tranche 2 Subtotal at any time prior to completion of Tranche 1. The balance of Tranche 2 shall be funded after the completion of funding Tranche 1.
³ Exhibit B does not include capitalized interest or bond issuance costs.
⁴ Does not include the City Project Manager fee contemplated by Section 8.1 of the Public Infrastructure Agreement.
⁵ Reimbursable costs include remediation, operation, and maintenance incurred with respect to such projects.
⁶ The outstanding year end balances of the three tranches shall increase at an annualized rate of 6% on January 1st of each year.
⁷ Excess funds in Tranche 2 that are not needed for the replacement Public Works Facility may be utilized by the City for other public improvements identified by the City.
⁸ The last $3,000,000 of the Tranche 2 Subtotal shall be deferred and funded promptly after funding of the first $10,000,000 of Tranche 3.
## EXHIBIT B

<table>
<thead>
<tr>
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<th>Total Reimbursable Project Costs Amount as of Jan 1, 2021</th>
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<tr>
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<tr>
<td><strong>Tranche 2 Subtotal</strong></td>
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<tr>
<td><strong>Tranche 3</strong></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Tranche 3 Subtotal</strong></td>
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AN ORDINANCE

PROVIDING FOR AND APPROVING A PUBLIC INFRASTRUCTURE IMPROVEMENTS AGREEMENT BETWEEN THE CITY OF CHARLESTON AND MORRISON YARD OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND TKC-ODP MORRISON LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY; AND OTHER MATTERS RELATING THERETO.

The City Council ("City Council") of the City of Charleston, South Carolina (the "City"), hereby finds and determines:

WHEREAS, the City by ordinance adopted October 8, 2019 and bearing ratification Number 2019-093 (the "Ordinance") established the Morrison Drive Redevelopment Project Area (the "TIF District") and established therein a "Redevelopment Plan" all pursuant to the State's Tax Increment Finance Law codified as Chapter 6 of Title 31 of the Code of Laws of South Carolina 1976, as amended (the "TIF Act"); and

WHEREAS, the Ordinance contains within the Redevelopment Plan attached thereto a description of infrastructure public improvements (the "Improvements") and designates appropriate redevelopment project costs, as contemplated by the TIF Act; and

WHEREAS, the City is considering a plan for the installation of certain aspects of the Improvements to be undertaken by Morrison Yard Owner, LLC and TKC-ODP Morrison LLC (collectively, the "Developer") as well as by the City; and

WHEREAS, the TIF District was established by City Council so that the Improvements may be financed by the City through the issuance of tax increment bonds, secured by taxes deposited to a special tax allocation fund so as to provide funds to pay the costs of acquiring, designing, equipping, and constructing the Improvements; and

WHEREAS, the City has determined that installation of certain aspects of the Improvements will be undertaken by the Developer pursuant to the provisions of a Public Infrastructure Improvements Agreement (the "Infrastructure Improvements Agreement").

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA:

SECTION 1. Public Infrastructure Improvements Agreement. Acquisition and construction of the Improvements shall be pursuant to the Infrastructure Improvements Agreement, in substantially the form attached hereto as Exhibit A, with such changes as shall be determined and
approved by the Mayor in his sole discretion (the execution to be conclusive evidence of such approval), the execution and delivery of which is hereby authorized and directed. The Infrastructure Improvements Agreement shall be executed on behalf of the City by the Mayor.

SECTION 2. Severability. The provisions of this Ordinance are severable, and if any one or more of the provisions, sentences, clauses, sections or parts hereof shall be held or deemed to be or shall, in fact, be inoperative and unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because of conflict with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatsoever. It is hereby declared that this Ordinance would have been enacted if such operative or unenforceable or invalid provision, sentence, clause, section or part had not been included herein and such inoperative or unenforceable or invalid provisions, sentences, clauses or sections or parts shall be deemed severable from the remaining covenants and agreements and portions thereof provided in this Ordinance.

SECTION 3. This Ordinance shall become effective as of the date hereof.

THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON FINAL READING.

SIGNED AND DELIVERED THIS 20th day of July, 2021.

CITY OF CHARLESTON, SOUTH CAROLINA

______________________________
Mayor

Attest:

______________________________
Clerk

First Reading: June 15, 2021
Second Reading: July 20, 2021
STATE OF SOUTH CAROLINA  
                     )
COUNTY OF CHARLESTON  )

I, the undersigned, Clerk of City Council of Charleston, South Carolina, DO HEREBY CERTIFY:

That the foregoing is a true, correct and verbatim copy of an Ordinance unanimously adopted by the said City Council, having been read at two duly called and regularly held meetings at which a quorum attended and remained throughout on each of June 15 and July 20, 2021.

That the said Ordinance is now in full force and effect and has not been modified, amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my Hand this ____ day of July, 2021.

__________________________________________
Clerk of City Council of the City of Charleston,
South Carolina
EXHIBIT A

PUBLIC INFRASTRUCTURE IMPROVEMENTS AGREEMENT

THIS PUBLIC INFRASTRUCTURE IMPROVEMENTS PURCHASE AGREEMENT (this “Agreement”) is made effective as of the ___ day of __________, 2021 (the “Effective Date”), by and between the CITY OF CHARLESTON, SOUTH CAROLINA, a South Carolina municipal corporation (the “City”), and MORRISON YARD OWNER, LLC, a Delaware limited liability company (“MYO”) and TKC-ODP MORRISON LLC, a South Carolina limited liability company (“TOM”), their successors and assigns (collectively, the “Developer”). The City and the Developer are sometimes referred to individually as a “Party” and together as the “Parties” as the context may require.

RECITALS

1. Pursuant to the “Tax Increment Financing Law” codified at Title 31, Chapter 6, Code of Laws of South Carolina, 1976 as amended (the “TIF Act”) the City is authorized to establish redevelopment project areas, issue obligations to carry out a redevelopment project and pay redevelopment project costs, each as defined in the TIF Act. The City Council of the City (“City Council”) by ordinance (the “TIF Ordinance”) adopted October 8, 2019 established the Morrison Drive Redevelopment Project Area (the “TIF District”). The Redevelopment Plan (the “Redevelopment Plan”) attached to the TIF Ordinance describes the expectation that certain public improvements will be funded by TIF Revenues (as hereinafter defined) or will be financed by borrowings secured by a pledge of revenues generated by the TIF District.

2. Developer owns, in fee simple 100% of the 7.54 acres of property, which is more particularly described in Exhibit A attached hereto and made a part hereof (the “Property”). The entirety of the Property is situated within the TIF District.

3. In conjunction with the development of all or portions of the Property, subject to the terms and conditions hereof, the Developer (or Developer Affiliate) will undertake certain improvements on the Property or within and near the TIF District, which improvements are set forth on Exhibit B attached hereto and made a part hereof (collectively the “Public Infrastructure Projects” and individually as the context may require a “Public Infrastructure Project”). The TIF Ordinance describes revenue bonds to be issued to defray the cost of such Public Infrastructure Projects (“TIF Bonds”). The TIF Ordinance, as currently amended and to be amended in the future, describes certain public infrastructure improvements to be undertaken within the TIF District.

4. The parties intend that certain of the costs to be incurred by Developer (or Developer Affiliate) in connection with the remediation, engineering, design, permitting, construction (including construction management fees, if any, as set forth in Exhibit B) and equipping of the Public Infrastructure Projects (collectively the “Public Infrastructure Costs”), which shall include all types of costs eligible for reimbursement under applicable law, will be funded from the proceeds available from TIF Bonds (“TIF Bonds Proceeds”) and Excess TIF Revenues (“Excess TIF Revenues” as hereinafter defined), in either case solely attributable to, or generated by, respectively, the Property. Further, from time to time, the City shall determine the
amount of the TIF Bonds Proceeds and Excess TIF Revenues that are attributable to, or generated by, respectively, the Property, and the amount of TIF Bonds Proceeds and Excess TIF Revenues that are attributable to, or generated by, respectively, the remaining portion of the TIF District other than the Property. The City shall notify the Developer of such determinations made pursuant to this paragraph. In addition, funds advanced by the Developer for Public Infrastructure Costs will be reimbursed solely from the TIF Bonds Proceeds and Excess TIF Revenues attributable to, or generated by, respectively, the Property, as determined by the City as set forth above. The estimated Public Infrastructure Costs are set forth on Exhibit B attached hereto.

5. The City is willing to facilitate the reimbursement described above to the Developer and/or Developer Affiliate from the TIF Bond Proceeds and Excess TIF Revenues for such Public Infrastructure Costs and to disburse TIF Bond Proceeds and Excess TIF Revenues at least once per month on the terms and conditions hereinafter set forth and as set forth.

6. In order for Developer to successfully develop the Property and in order for the City to successfully issue the TIF Bonds, in accordance with the Redevelopment Plan, it may be necessary that the TIF Ordinance be amended in accordance with the requirements hereinafter set forth; and Developer’s and the City’s obligations set forth in this Agreement are conditioned upon such TIF Bonds being issued and such modifications being accomplished by properly adopted City Council ordinances.

7. In connection with the City’s issuance of TIF Bonds, it is necessary that the City Council by ordinance (the “Bond Ordinance”) approve such TIF Bonds and it is further necessary that a successful financing of the TIF Bonds be accomplished.

8. The parties intend to enter into one or more supplemental amendments or addendums to this Agreement in connection with the issuance of TIF Bonds.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I - RECITALS**

**Section 1.1** The foregoing Recitals are incorporated into and made a part of this Agreement.

**ARTICLE II - DEFINITIONS**

**Section 2.1** Defined Terms. In addition to the terms defined in the Recitals and elsewhere herein, the following terms shall have the meanings specified herein:

“Applicable Requirements” shall mean, collectively, all requirements contained in this Agreement, the Indenture, the Construction Documents, all City standards and requirements for publicly dedicated infrastructure improvements, and all applicable and duly enacted federal, state, county and City laws, codes, ordinances, rules, regulations, approvals, and permits (all as may have been modified by any documents applicable to the Property, including without limitation any
subsequent Development Agreement executed pursuant to S.C.Code Ann. §6-31-160, as amended). The Applicable Requirements shall not include the City procurement code.

"Approved Reviewing Consultant" means an engineer, geotechnical specialist, or other type of consultant ("Reviewing Consultant") whose services are determined by one of the parties to be useful in connection with technical reviews associated with City action on Development Permits, whose qualifications meet the City's requirements for such services and who has been approved by the City. The Developer shall have the option, from time to time, to submit a list of qualified Reviewing Consultants to be pre-approved by City. The Approved Reviewing Consultant, when retained, will perform functions otherwise required to be performed by the City, including reviewing designs and plans, inspecting construction and determining satisfaction of project requirements; however, all final approvals shall be made by the City. The City shall approve those Reviewing Consultants who meet the City's qualification requirements. The costs of the Approved Reviewing Consultant shall be included within Public Infrastructure Cost.

"City Project Manager" shall mean the individual appointed by the City who is responsible for coordinating the City's obligations and rights under this Agreement and who is responsible for coordinating all City responses to Developer's applications for Development Permits, for assisting Developer with the application and review process for Development Permits and for obtaining timely and unified City responses to Developer's requests for approvals, permits and consents. The City Project Manager shall be a City employee and Developer shall be entitled to rely on the authority of the City Project Manager to act on behalf of the City in obtaining such approvals, permits and consents unless the City Ordinances explicitly provide otherwise. The costs of the City Project Manager shall be included as a Public Infrastructure Cost and shall not exceed 1% in the aggregate of the total approved budget established pursuant to Section 5.7. All of the City Project Manager's time shall be dedicated to the redevelopment of the Redevelopment Project Area, unless the parties to this Agreement agree otherwise, in which case the costs shall be prorated based upon an allocation formula agreed to between the parties.

"Construction Documents" shall mean, collectively, the Plans, and all construction budgets, engineering reports, Design Professional contracts, construction management agreements, contracts for environmental services and remediation, supply contracts, construction contracts, project schedules, and other documentation pertaining to the design, equipping, and construction of the Public Infrastructure Projects (but not including any construction financing documents with third party construction loan lenders, if any), each as may be amended from time to time in accordance herewith.

"Construction Fund" shall mean a fund established into which TIF Bond Proceeds and Excess TIF Revenues generated and attributable to the Property are deposited in order to reimburse Developer for and/or pay directly Public Infrastructure Costs.

"Design Professional" means the properly licensed architects and/or engineers engaged by the Developer for a Public Infrastructure Project as further described in Section 5.13 of this Agreement.

"Developer Affiliate" shall mean any entity owned in whole or part by Developer or by any entity that controls, is controlled by, or is under common control with Developer.
“Development Permits” includes a building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, certificate of occupancy, municipal separate storm sewer system (MS4) permit and/or any other official action of the City having the effect of permitting all or portions of the Project or use of all or portions of the property.

“Disbursement Request” has the meaning set forth in Section 6.2 of this Agreement.

“Excess TIF Revenues” means excess funds from TIF Revenues that exist beyond that necessary to support annual payments for outstanding TIF Bonds and required debt coverage ratio if any, beyond debt service.

“Indenture” shall mean the master trust indenture, if any, as may be modified or supplemented by one or more supplemental indentures.

“Plans” shall mean the final plans and specifications, including all drawings and design calculations, prepared by a Design Professional and approved by the City in accordance with the procedures set forth in Section 8.2 with respect to a Public Infrastructure Project or portion thereof.

“Project Schedule” has the meaning set forth in Section 5.5 of this Agreement.

“TIF Revenues” means the incremental tax revenues generated by the TIF District.

**ARTICLE III - CONDITIONS TO THE DEVELOPER’S OBLIGATIONS HEREUNDER**

**Section 3.1 Modification of TIF Ordinance and Related Ordinances and Documents.** The respective obligations of the Developer and City hereunder are conditioned upon, among other conditions set forth in this Agreement, the following:

(i) Agreement of Developer and City that, with respect to future issuance of TIF Bonds, at such time as TIF Revenues generated by and attributable to the Property exceed 102% of the current bond year’s principal and interest payment only for TIF Bonds issued for the Property such excess shall transfer to the Construction Fund for reimbursement of the Developer of Project Infrastructure Costs (such agreement being subject to the obligations imposed by purchaser of such TIF Bonds);

(ii) The City’s commitment to issue subsequent series of TIF Bonds in order to finance Public Infrastructure Costs, recognizing that the principal amount of such future issuance of TIF Bonds is dependent upon such factors as the income stream securing such borrowings as well as interest rates then prevailing;

(iii) If needed, Developer’s acquisition of title to (or a valid easement or other right to construct upon) the portion or portions of the Property on which a Public Infrastructure Project is to be located.
ARTICLE IV- ISSUANCE OF TIF BONDS AND EXCESS TIF REVENUES

Section 4.1 Public Infrastructure Projects. In connection with the issuance of TIF Bonds, Developer and the City shall have the right, upon mutual agreement, to designate additional Public Infrastructure Projects (the existing Public Infrastructure Projects listed on Exhibit B) and shall enter into an amendment or addendum hereto or a separate agreement in form and substance equivalent hereto; provided however that TIF Bond Proceeds and Excess TIF Revenues shall first be applied to Public Infrastructure Projects listed on Exhibit B. City shall proceed with the issuance of such subsequent series of TIF Bonds contemplated under the Redevelopment Plan (defined herein) for the continued development of the Property in accordance with the Redevelopment Plan. The TIF Bond Proceeds and Excess TIF Revenues generated by and attributable to the Property shall not be used by the City for any purposes or for any other projects other than as provided hereunder.

Section 4.2 Deposits to Construction Fund. The City agrees to deposit all TIF Bond Proceeds and Excess TIF Revenues generated by the Property as part of the TIF District into the Construction Fund established for the reimbursement of Developer for Public Infrastructure Costs and to apply such TIF Bond Proceeds and Excess TIF Revenues for such purposes. Excess TIF Revenues shall be made available hereunder for payment or reimbursement of Public Infrastructure Costs paid or incurred by Developer or any other Developer Affiliate to the extent that such amounts have not been reimbursed. As a final distribution prior to dissolution of the special tax allocation fund as described at Section 31-6-70 of the TIF Act, any funds remaining in such Construction Fund shall be applied to reimburse Developer or any other Developer Affiliate as described in the preceding sentence to the extent such reimbursement shall not previously have been made. All reimbursements to the Developer described in this paragraph and available under this Agreement will be deposited in an escrow agreement designated by the Developer for appropriate further. Distribution.

ARTICLE V- CONSTRUCTION REQUIREMENTS

Section 5.1 Responsibilities with Respect to Construction.

(a) Developer (or Developer Affiliate) shall cause all work performed by it with respect to the construction of Public Infrastructure Projects to be conducted in a good workmanlike and commercially reasonable manner. The Developer shall retain at all times adequate staff or consultants to administer and coordinate all work related to the design, engineering, acquisition, construction, and installation of the Public Infrastructure Projects. The City shall make available the TIF Bond Proceeds and other Excess TIF Revenues attributable to and generated by the Property for reimbursement of Public Infrastructure Costs as set forth herein.

(b) Developer shall be paid a construction management fee if set forth in Exhibit B.

(c) Public Infrastructure Projects identified on Exhibit B will be undertaken by Developer, and the Public Infrastructure Costs incurred in connection as set forth in Exhibit B therewith shall be reimbursed and/or directly paid from the TIF Bond Proceeds and Excess TIF Revenues in accordance with the terms of this Agreement.
Upon written agreement of the City and Developer, Exhibit B may be amended from time to time to change individual Public Infrastructure Projects provided that such change does not compromise the economic viability of the Property and TIF Bonds as a whole. In addition, additional Public Infrastructure Projects may be added to Exhibit B from time to time at the request of Developer upon written agreement of the City and Developer.

**Section 5.2 Compliance with Applicable Requirements.** Developer shall construct the Public Infrastructure Projects that are undertaken in accordance with Applicable Requirements. The Developer shall obtain all necessary permits and approvals prior to commencing construction of any portion of an individual Public Infrastructure Project, and promptly thereafter shall commence and diligently pursue the completion of the approved portion of the Public Infrastructure Project in accordance with all Applicable Requirements.

**Section 5.3 Approval of Plans.** The Developer shall cause all Plans to be prepared for the Public Infrastructure Projects by a Design Professional, duly licensed and in good standing in the State of South Carolina. The Developer shall promptly provide to the City copies of each set of the Plans as required by the City’s building codes and requirements and one reproducible copy of each set of the approved Plans, which shall become the property of the City, at no cost to the City.

**Section 5.4 [Reserved].**

**Section 5.5 [Reserved].**

**Section 5.6 Independent Contractor.** In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City. Except as set forth in this Agreement, the City shall not be responsible for making any payments to any contractor, subcontractor, agent, consultant, employee, or supplier of the Developer but shall be responsible to fund amounts to the Developer (or Developer Affiliate as applicable) in accordance with this Agreement, unless otherwise directed in writing by the Developer to fund directly to Developer’s contractors, suppliers and consultants.

**Section 5.7 Project Budget; Schedule of Values.** The cost budget to complete the Public Infrastructure Projects is set forth on Exhibit B attached hereto, together with the project breakdown for each applicable phase. The budget for a Public Infrastructure Project set forth on Exhibit B hereto may be amended from time to time to reflect increases, decreases, or reallocations as approved in writing by the City Project Manager such approval not to be unreasonably withheld. Prior to commencement of work on any Public Infrastructure Project, the Developer shall prepare and submit to the City for the City’s review and approval a detailed cost breakdown allocating values to various portions of the applicable Public Infrastructure Project by each trade and division of the work (“Schedule of Values”). The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the City may reasonably require. The Schedule or Values with trade payment breakdown shall provide sufficient detail to identify sections of the Public Infrastructure Project by convenient or meaningful units and shall be updated as reasonably required by the City. Any Schedule of Values or trade breakdown that fails to include sufficient detail, is unbalanced, or exhibits “front-loading” of the value of the work shall be rejected. The Schedule of Values for one or more Public Infrastructure Projects shall be modified
from time to time as necessary to reflect any changes to the applicable Plans or any differences in estimated and actual costs. The approval of a Schedule of Values or any modification thereto shall be submitted and reviewed in accordance with the approval procedure set forth in Section 8.2.

Section 5.8 Mortgages and Other Liens to be Subject to this Agreement. In connection with the acquisition, financing of, development and construction on the Property (other than Public Infrastructure Projects funded under this Agreement), the Developer may from time to time grant mortgages or other liens to its lenders. Any mortgage or other liens which may encumber the Property shall be subject to the condition that all Public Infrastructure Projects funded under this Agreement, together with all easements necessary for the operation and maintenance thereof, shall upon acquisition by Lender or its assignee be conveyed to the City upon completion thereof and acceptance thereof by the City as provided herein and in the Applicable Requirements without further consideration from the City, free and clear of any such mortgage or other lien or encumbrance, and any such lien holder shall upon request execute and record an acknowledgement that such Public Infrastructure Project, and all easements associated therewith, are released from such lien. In order to provide record notice of this provision, the City may require that this Agreement or a short form notice thereof be recorded in the county office of Register of Mesne Conveyance. Any existing mortgagee or other lien holder as of the date of such recording must execute a subordination of its lien to this Agreement. The City agrees that if requested by Developer it shall issue estoppels confirming that no default exists under this Agreement or associated TIF documents.

Section 5.9 [Reserved].

Section 5.10 Payment and Performance Bonds. Contractors for Public Infrastructure Projects shall be required to obtain payment and performance bonds, unless Developer shall determine otherwise with the consent of the City Project Manager. However, the City shall not require payment and performance bonds for contracts for less than $500,000. Such bonds are to be secured by cash, or a letter of credit or must be issued by a surety company licensed in the State of South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best Key Rating Guide, Property Liability" or other equivalent protection as approved by City Project Manager. Such bonds will name the City and Developer as the obligees and will be on a modified AIA Bond Form A312.

Section 5.11 Developer's Agent. Developer may from time to time appoint an agent to act on its behalf hereunder ("Developer's Agent"). The initial Developer's Agent shall be Woodfield Development Company, LLC. The Developer may replace the Developer's Agent at any time and shall provide written notice of such replacement to the City.

Section 5.12 Warranty. The City and Developer shall obtain warranties from the Contractor constructing the Public Infrastructure Project that (a) materials and equipment furnished will be of good quality and new (unused) unless otherwise permitted by this Agreement or unless the City approves of reasonable substitutes presented by the Developer (such approval not to be unreasonably withheld); and (b) that the work will be of good quality, free from faults and defects and in conformance in all material respects with this Agreement, any amendments hereto, and the Plans. Contractors constructing Public Infrastructure Projects shall agree that any
defects found within the said work will be repaired at contractor's expense for the period of at least one year (two years for road improvements) from substantial completion of the Public Infrastructure project or portion thereof as agreed to by the City Project Manager. Defects shall be defined as any work or services performed that do not comply with the Plans. With respect to roads, for purposes of commencement of such two year period applicable to road improvements, final approval shall mean approval by the City Project Manager of all work other than the final wearing surface of the road if such surface application is postponed with the consent of the City to avoid damage from ongoing construction activities.

Section 5.13 Contractors. Contractors to perform work on a Public Infrastructure Project shall be selected by Developer. The Parties affirm the City’s Minority/Women Disadvantaged Business goals of 20% and their intention to work to achieve such goals.

Section 5.14 Indenture Provisions. Upon issuance of the TIF Bonds, certain procedures for the City's requisitioning of TIF Bond Proceeds will be set forth in an Indenture. The Developer shall provide all items and other information as may be reasonably required by the City to comply with such requisitioning procedures. Notwithstanding anything to the contrary contained herein, however, the City shall not be obligated to pay for a Public Infrastructure Project except as set forth herein. The City agrees to make available the Excess TIF Revenues and the TIF Bond Proceeds in the amounts as set forth herein. The City and Developer makes no warranty, express or implied, that the available TIF Bond Proceeds and Excess TIF Revenues will be sufficient to pay the Public Infrastructure Costs provided, however, that Developer shall have no obligation to construct individual Public Infrastructure Projects if TIF Bond Proceeds and Excess TIF Revenues do not exist to reimburse Developer for such individual Public Infrastructure Costs.

ARTICLE VI - DISBURSEMENT REQUESTS

Section 6.1 Monthly Disbursements. The Developer and Developer's contractor upon written directive by Developer shall be entitled to receive from the City disbursements of TIF Bond Proceeds or direct disbursements of Excess TIF Revenues for reimbursement and/or direct payment of the Public Infrastructure Costs incurred by them which are eligible for reimbursement on a monthly basis provided the requirements and conditions for such disbursements set forth herein are met. No more frequently than once per month, the Developer may request disbursement of TIF Bond Proceeds (and/or Excess TIF Revenues) only for Public Infrastructure Costs that the Developer has actually incurred (which includes construction management fees, to the extent set forth in Exhibit B, or if to be paid directly to contractor, for work already performed) and for which disbursements have not been previously made. Any Public Infrastructure Costs paid by Developer prior to the availability of Excess TIF Revenues or TIF Bond Proceeds remain eligible for reimbursement hereunder as and when Excess TIF Revenues or TIF Bond Proceeds become available.

Section 6.2 Disbursement Requests. When the Developer (or as applicable, its contractors) seeks disbursements for Public Infrastructure Costs that it has incurred or that are to be paid directly, the Developer shall deliver to the City an application for payment on Standard AIA forms (i.e., G702 or G703) or such other form agreed to by the City, together with the information and documentation required pursuant to the applicable sections of Article VI hereof.
as applicable for such disbursement and, in all cases, the following documentation in form and content reasonably satisfactory to the City (collectively, a "Disbursement Request"):

6.2.1 Work Completed. Written notice from the Developer or its designee of the performance of the portions of the work that constitute Public Infrastructure Projects as set forth on the applicable Schedule of Values for which the Developer is seeking reimbursement of associated Public Infrastructure Costs;

6.2.2 Evidence of Costs Incurred. Evidence that Developer has incurred the Public Infrastructure Costs for which reimbursement is being sought (or that the work has been performed if contractor is to be paid directly) and for which payment has not been previously made;

6.2.3 Lien Waivers. Duly executed waivers of mechanic's and materialmen's liens from the Developer's general contractor (partial or final, as applicable); a duly executed and acknowledged affidavit of the general contractor showing all subcontractors with whom the Developer's contractor has entered into subcontracts, the amount of such subcontract, the amount requested for any subcontractor in the Disbursement Request, the amount to be paid to the contractor from such progress payment, statements that there are no claims of mechanic's or materialmen's liens submitted to the contractor at the date of such Disbursement Request and that all due and payable bills with respect to the work have been paid to date or shall be paid from the proceeds of such Disbursement Request;

6.2.4 Design Professional's Certificate. A certificate from the Design Professional or Approved Reviewing Consultant that the work included in the Disbursement Request is substantially consistent with the Plans approved by the City and all other Applicable Requirements;

6.2.5 Indenture Requisition. All other items and information required to be submitted for a requisition of funds as set forth in the Indenture (if such Indenture exists), which shall include a certification with respect to each Disbursement Request: (a) the amount to be paid; (b) the nature and purpose of the obligation for which such payment is requested; (c) the person, firm, or corporation to whom such obligation is owed or to whom a reimbursable advance has been made; (d) that such obligation has been properly incurred and is a proper payment under the Indenture and has not been the basis of any previous advance; (e) that the Developer has not received notice of any mechanic's, materialmen's or other liens or right to liens or other obligations (other than those being contested in good faith) that should be satisfied or discharged before payment of such obligation is made; and (f) that such payment does not include any amount that is then entitled to be retained under any holdbacks or retainages provided for in any agreement; and

6.2.6 Other Information. Such other information, certificates, inspections, opinions and reports as may be reasonably requested by the City for the purposes of confirming that the TIF Bond Proceeds and/or Excess TIF Revenues are being used for the purpose intended.
At no time shall the Developer's failure to submit a Disbursement Request for any given month constitute or be construed as a waiver by the Developer of its rights hereunder to be reimbursed for such Public Infrastructure Costs.

Section 6.3  City's Approval. Within ten business days following the City's receipt of a Disbursement Request or re-submittal of a revised Disbursement Request (excepting Saturdays, Sundays, and legal public holidays), the City Project Manager shall provide to the Developer its written notice of approval or rejection, as the case may be, of the Disbursement Request, in the event that the City Project Manager rejects a Disbursement Request, the City Project Manager shall provide to Developer a specific explanation of the reason for rejection and the requirements to remedy the deficiency.

Section 6.4  Payment of Disbursement Request. Within ten business days following the City's receipt of a satisfactory Disbursement Request and provided that all of the applicable conditions precedent as set forth in Sections 6 and 7 herein (if applicable) been met, the City shall issue its approval for such Disbursement Request and direct the disbursement of such amount set forth in the Disbursement Request within 3 business days. The City shall have no obligation to approve a Disbursement Request unless all of the applicable conditions set forth in Sections 6 and 7 have been satisfied; provided, however, the City may waive Developer's satisfaction of any condition from time to time in its sole discretion. Acceptance or approval by the City or any inspector designated by the City of a Disbursement Request or payment made in response to a Disbursement Request shall not constitute final acceptance or approval by the City of defective work.

Section 6.5  Limited Liability of City. The Developer agrees that any and all obligations of the City arising out of or related to this Agreement are special obligations of the City, and the City's obligations to make any payments hereunder are restricted entirely to available TIF Bond Proceeds and Excess TIF Revenues (plus such additional TIF Revenues as provided under the Indenture) generated by and attributable to the Property as provided pursuant to the terms of the Indenture, and from no other source. No member of the City Council, the Mayor, or any other past, present or future City employee, officer, attorney, agent or representative shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

Section 6.6  Audit. The City or its designee shall have the right, during normal business hours in the Developer's offices (or such other place designated by the parties) and upon the giving of ten days prior written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Public Infrastructure Projects and any bids taken or received for the construction thereof or materials therefor.

For purposes of this ARTICLE VI and with respect to ARTICLE VII below, Developer shall include Developer Affiliate.
ARTICLE VII - CONDITIONS TO DISBURSEMENTS

Section 7.1 Conditions Precedent to Certain Initial Disbursements. At least 15 days prior to the first Disbursement Request for Public Infrastructure Costs for each Public Infrastructure Project, the Developer shall provide the City with the following with respect to each Public Infrastructure Project or portion thereof:

7.1.1 Evidence of Title. An affidavit by the Developer confirming that the Developer has title to or a valid easement over or other valid right to construct upon the land upon which such Public Infrastructure Project has been constructed.

7.1.2 Release of Mortgage or other Lien. To the extent that the Property upon which the Public Infrastructure Project is constructed is to be conveyed to the City, if such Property is encumbered by any mortgage or other lien, Developer shall provide a release or written confirmation that such release will be granted or subordination provided from the holder of such mortgage or any other lien.

7.1.3 Insurance Requirements. A certificate of insurance for each Public Infrastructure Project naming the City as an additional insured and showing the following types of insurance and in the amounts set forth below, all of which must be from companies with an “A-” rating or better as rated by A.M. Best:

7.1.3.1 Workers’ Compensation Insurance. Workers Compensation Insurance, as prescribed by applicable law covering all employees of the Developer’s general contractor(s) and Employer’s Liability coverage of Developer with limits as required by law.

7.1.3.2 Commercial General Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than $4,000,000 per occurrence for bodily injury, personal injury, and property damage liability. The City is to be named as an additional insured or loss payee as applicable with respect to such coverage.

7.1.3.3 Automobile Liability Insurance (Primary and Umbrella). When any motor vehicle (owned, non-owned and hired) is used in connection with work to be performed in connection with a Public Infrastructure Project, the general contractor for such Public Infrastructure Project shall provide (or cause to be provided by its subcontractors) Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage if such coverage is not maintained by the Developer. The City shall be named as an additional insured or loss payee as applicable with respect to such coverage.

7.1.3.4 Builders Risk Insurance. When the general contractor for a Public Infrastructure Project undertakes any vertical construction in connection with a Public Infrastructure Project, including improvements, and/or repairs, it shall provide, or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment,
machinery, and fixtures (that are or will be part of the Public Infrastructure Project. The City shall be named as an additional insured or loss payee as applicable with respect to such coverage.

7.1.3.5 Contractor's Pollution Liability. When any environmental remediation work is performed in connection with a Public Infrastructure Project which may cause a pollution exposure, if available on commercially reasonable terms, Contractor's Pollution Liability shall be provided on claims made policy with limits of not less than $1,000,000 insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal. The City shall be named as an additional insured or loss payee as applicable with respect to such coverage.

7.1.4 Survey. If the Public Infrastructure Project is to be constructed upon property to be conveyed to the City, a preliminary survey meeting the reasonable requirements of the City and sufficient for preparing a legal description for recording a mortgage of the land upon which such Public Infrastructure Project is to be located and which boundary survey will be the basis of the legal description for the real property to be conveyed and/or dedicated to the City.

7.1.5 Environmental. Evidence reasonably satisfactory to the City that any environmental contamination located within the Property upon which such Public Infrastructure Project is to be located either is, or will be, remediated, contained, or otherwise addressed in a manner as required under state and federal laws and regulations to permit the use of such land for its intended purpose.

7.1.6 Compliance with Requirements; Permits. A certificate of the Developer's Design Professional or Approved Reviewing Consultant that the Public Infrastructure Project and the land on which it is located will comply with all Applicable Requirements (except those which might be contractually imposed under the Development Agreement) and that all permits necessary for construction have been obtained for such portion of the Public Infrastructure Project or can be obtained in the ordinary course.

7.1.7 Construction Documents. Copies of the applicable Construction Documents, including approved Plans for the applicable Public Infrastructure Project, and a certificate from the Design Professional that the Plans for such work are in compliance with all applicable laws, zoning and other ordinances, rules, regulations, and restrictions affecting the performance of such work, and a completion and draw schedule and a breakdown of direct and indirect costs of the work on which all payment requests by the Developer will be based. The Developer shall not modify or amend any of the Construction Documents in any material respect without the prior written consent of the City, which consent shall not be unreasonably withheld, provided that the Construction Documents shall be amended as reasonably required to comply with any approved changes to the Plans or otherwise as reasonably requested by Developer with respect to change orders.

7.1.8 Collateral Assignment of Contracts. A collateral assignment to the City of the portion of Construction Documents applicable to the Public Infrastructure Project, all of which shall be reasonably acceptable to the City as to form and content, together with all necessary consents from the Design Professional and general contractor.
7.19 Payment and Performance Bonds. Payment and performance bonds as required under Section 5.10 hereof.

Section 7.2 Conditions Precedent to Subsequent Disbursements. All Disbursement Requests subsequent to the initial Disbursement Request for a Public Infrastructure Project shall be subject to the following conditions at the time of the Disbursement Request:

7.2.1 Prior Conditions. All other applicable conditions set forth in Section 6.2 shall have been met to the satisfaction of the City or waived in writing by the City.

7.2.2 Disbursement Request. The City and if applicable the Trustee shall have received a Disbursement Request conforming to the requirements set forth in Section 6.2 of this Agreement and the Indenture.

7.2.3 City Inspection. The City Project Manager shall have determined, in accordance with the provisions of this Agreement, that the portion of the work that is the subject of the Disbursement Request has been completed in accordance with the Plans, this Agreement and all other Applicable Requirements, such determination to be made within five days (excepting Saturdays, Sundays, and legal public holidays) of the date the City receives the Disbursement Request.

7.2.4 Certificate. The Developer shall furnish to the City the items required to be provided pursuant to Sections 7.1.1 and 7.1.2.

Section 7.3 Conditions for All Payments. Unless otherwise expressly agreed in writing by the City, the obligation of the City to make any payment to the Developer under this Agreement is subject to the satisfaction of the following conditions at the time of making such payment;

7.3.1 Representations True. All representations and warranties of the Developer under this Agreement and all other agreements delivered by the Developer in connection with this Agreement for the benefit of the City shall be true and correct in all material respects as of the date of the payment.

7.3.2 No Defaults. The Developer shall not have received notice that it is in default under the terms of this Agreement or any of the Construction Documents, or any other related agreement with or for the benefit of the City not cured within the time provided herein or therein.

7.3.3 Compliance. The Developer shall have complied in all material respects with all agreements and satisfied in all material respects all conditions on its part to be performed or satisfied at or prior to the date of such payment.

7.3.4 No Damage. The work shall not have been materially injured or damaged by fire or other casualty, or if so damaged, provisions reasonably satisfactory to the City have been made to effect necessary restoration, repair or compensation to the City.
7.3.5 **Certificate.** If required by the City, the Developer shall furnish to the City a certificate dated as of the date of such request for payment and executed by an authorized Developer representative, confirming the satisfaction of any one or more conditions of the foregoing sections 7.3.1 through 7.3.4.

**Section 7.4 Surveys.** Prior to the final disbursement on a particular Public Infrastructure Project, if land or infrastructure is to be conveyed to the City, then upon the request of the City, Developer shall provide a current certified survey of as built conditions, showing all improvements, easements (existing and proposed, labeled accordingly), rights of way, utilities, means of ingress and egress, setback lines and encroachments, if any, acceptable to the City.

**Section 7.5 Additional Terms or Agreements.** The City and Developer agree that they shall execute amendments to this Agreement or other documents as may be reasonably necessary to effectuate this Agreement.

**ARTICLE VIII - CITY'S REVIEW AND INSPECTION RIGHTS: CONVEYANCE TO THE CITY**

**Section 8.1 City Project Manager.** The City shall designate a qualified individual to act as City Project Manager for the purposes of monitoring the Developer's construction of the Public Infrastructure Projects in accordance with all Applicable Requirements of this Agreement. The City Project Manager shall coordinate with all City departments in a timely manner in order to ensure that he or she has the necessary environmental, engineering and other resources readily available to discharge the duties of this position. The City Project Manager shall respond as promptly as reasonably possible to requests for approval and permits from Developer. Failure of the City Project Manager to act upon or respond to (including but not limited to requests for additional information) a Developer request accompanied with all required documentation within 30 days shall be deemed approval by the City, and Developer shall have the rights to proceed as provided in S.C. Code Ann. Section 6-29-1150. Costs, as provided for herein, properly allocable to the City and/or the City Project Manager, shall be payable from TIF Bond Proceeds, provided that such work and fees by or on behalf of the City or the City Project Manager shall be properly documented by the City and provided that such fees and expenses shall not exceed on average one percent of the aggregate cost of the applicable Public Infrastructure Project and shall not exceed in aggregate the amount set forth in Exhibit B. The City shall notify the Developer of the name and address of the City Project Manager. All inspectors for the City shall, upon entry to the Public Infrastructure Project site, check in with the site superintendent or project manager. While on the site, all inspectors for the City shall comply at all times with all applicable safety guidelines required by applicable law and reasonable site safety rules imposed by the Developer's contractor. The City shall reasonably require such inspectors to perform their duties in a timely manner.

**Section 8.2 City Review Processes.** Each Public Infrastructure Project shall be subject to the Applicable Requirements for review and permitting. As part of City's regular plan review process, the Plans for each Public Infrastructure Project shall be reviewed by the City prior to commencement of construction, with the anticipation that such Public Infrastructure Project is to be built for public dedication and acceptance. Developer shall submit its proposed Plans for a Public Infrastructure Project to the City Project Manager for review and approval. The City Project Manager shall be responsible for coordinating and compiling comments from any relevant City
departments. Within 30 days of such submittal, the City Project Manager shall provide any comments on the proposed Plans and be available to meet with the Design Professionals. Within 15 days of re-submittal of any revised Plans, the City Project Manager shall respond with any further comments. In the event that the City Project Manager fails to substantively respond to Developer within 5 days after notice from Developer to the City that the City Project Manager has failed to respond within the required time period, the submitted Plans shall be deemed approved. Approval of Plans shall not be unreasonably withheld so long as the Plans conform to the Applicable Requirements and the other terms of this Agreement. Any proposed modifications to approved Plans shall be submitted to the City Project Manager and shall be subject to the process set forth above. In connection with its review, the City Project Manager shall, in addition to the inspecting Design Professional, monitor the construction for compliance with all Applicable Requirements. Provided, however, such review and monitoring shall not impose any liability on the City for compliance of any Public Infrastructure Project or any part thereof with any such requirements. Except as expressly set forth herein, nothing in this Agreement shall be deemed to modify, amend, alter, or waive any of the procedures and requirements as prescribed by the City for review, approval, dedication, and acceptance of the Public Infrastructure Projects. In the event of any dispute with regard to the Plans, Project Schedules, Schedule of Values, or acceptance of completed Public Infrastructure Projects, the City Project Manager and Developer's applicable Design Professionals shall meet and attempt to resolve such dispute. In the event that the dispute is not resolved within 30 days, the City Project Manager and the Design Professionals shall select a third party qualified professional to resolve the issue.

Section 8.3 Completion: Acceptance. Upon receipt of notice from the Developer of the completion of construction of an applicable Public Infrastructure Project, the City Project Manager shall inspect the same to determine compliance with all Applicable Requirements. When all or a portion of a Public Infrastructure Project is to be conveyed to the City, Developer shall provide the City Project Manager with “as-built” drawings (as appropriate and customary for a particular project), applicable warranties, plats, deeds, bills of sale, and other documentation as may be necessary to cause such Public Infrastructure Project to be dedicated and/or conveyed to the City. After the City determines that a Public Infrastructure Project is in substantial compliance with all Applicable Requirements, the City Project Manager shall use reasonable efforts to place the item on the agenda at the earliest practical regularly scheduled meeting of City Council for action by City Council to accept conveyance and/or formal dedication of the applicable Public Infrastructure Project. Individual Public Infrastructure Projects and applicable land will be accepted by the City upon tender by the Developer provided that such Public Infrastructure Projects are completed in accordance with the terms hereof. Developer acknowledges that it is required to complete all Public Infrastructure Projects only if required and funded under this Agreement and, with respect to any Public Infrastructure Project to be conveyed to City upon completion, to convey the same to the City or other appropriate public entities, free and clear of all liens and encumbrances. In compliance with the provisions of the Indenture, such conveyances shall be made in such fashion and within such time as shall be necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the TIF Bonds.

Section 8.4 Non-Compliance. If in the course of its review of a Public Infrastructure Project the City determines that the Developer has failed to construct a Public Infrastructure Project in accordance with all Applicable Requirements, the City shall provide specific, written
notice of how the Public Infrastructure Project does not comply with the Applicable Requirements. In the event that the Developer fails to diligently pursue and complete the cure of such defects within 30 days after written notice from the City of such breach (as such date shall be extended if Developer timely commenced such cure and is proceeding with due diligence to complete such cure), the City shall have, in addition to any other rights and remedies which may be available under this Agreement or at law or in equity, the right to draw on the TIF Bond Proceeds to cure such defects and reduce the amount of TIF Bond Proceeds to which the Developer is entitled under this Agreement by the amount necessary to cure such defects.

Section 8.5 Failure to Complete. If after commencement of physical work on an individual Public Infrastructure Project and Developer has been reimbursed for related Public Infrastructure Costs paid on work performed, the Developer fails to complete such Public Infrastructure Project within the time period provided herein (excluding delays due to force majeure), the City may provide specific, written notice of such failure. In the event that the Developer fails to diligently pursue and complete that Public Infrastructure Project within 30 days after written notice from the City of such failure as such date shall be extended if Developer timely commenced such cure and is proceeding with due diligence to complete such cure, the City shall have, in addition to any other rights and remedies which may be available under this Agreement or at law or in equity, the right to draw on the TIF Bond Proceeds to complete the Public Infrastructure Project and reduce the amount of TIF Bond Proceeds to which the Developer is entitled under this Agreement by the amount necessary to complete such Public Infrastructure Project. For purposes of this Agreement, force majeure shall include but not be limited to delays due to pandemics, declared states of emergency, strikes, lock-outs, war, civil disturbance, natural disaster, acts of terrorism, or acts of God, weather or other similar events beyond the control of the party which delay performance, including unexpected or unanticipated environmental subsurface, geotechnical or structural conditions (including historical artifacts) encountered during construction and/or delays due to USEPA, SCDHEC or other governmental reviews and approvals with respect to environmental conditions at the Property.

Section 8.6 Approved Reviewing Consultants. In order to expedite the review and approval process by the City, the Developer may use an Approved Reviewing Consultant to perform services normally performed by City employees; however, final approval of any plans or inspections shall be made by the designated City official, subject to the terms of this Agreement. The City Project Manager shall ensure that the designated City official shall expeditiously review and act on the recommendations and findings of an Approved Reviewing Consultant within 15 days of the recommendations. If the Approved Reviewing Consultant is providing services related to a Public Infrastructure Project, the cost of the Approved Reviewing Consultant shall be included in the Public Infrastructure Costs.

ARTICLE IX - TERMINATION

Section 9.1 Events of Default. The following events shall constitute grounds for the City, at its option, to terminate this Agreement, without the consent of the Developer.

9.1.1 Bankruptcy. The Developer shall voluntarily file for reorganization or other relief under any federal or state bankruptcy or insolvency law, or the Developer shall have any involuntary bankruptcy or insolvency action filed against it which is not dismissed within 180
days, or shall suffer a trustee in bankruptcy or insolvency or receiver to take possession of its assets, or shall suffer an attachment or levy of execution to be made against the property it owns which is not dismissed within 180 days.

9.1.2 Stop Work. The Developer shall for reasons other than force majeure or other reasonable causes (reasonable causes including insufficient TIF Bond Proceeds or Excess TIF Revenues to reimburse Developer for Public Infrastructure Costs) abandon or substantially suspend construction of a Public Infrastructure Project for which a construction contract has been issued or the Developer abandons the development of the Property in its entirety and such abandonment or suspension is not cured or remedied within 60 days after written demand is made by the City unless Developer is proceeding diligently to complete such cure.

9.1.3 Covenant Default. The Developer shall breach any material covenant or default in the performance of any material obligation under this Agreement, any of the Construction Documents, or any other agreement with or for the benefit of the City unless Developer is proceeding diligently to cure such breach or default.

9.1.4 Misrepresentation. The Developer shall have made any material misrepresentation or omission in any written materials furnished in connection with the development of the Property or any offering document or bond purchase agreement used in connection with the sale of the TIF Bonds, or any representation or warranty contained in this Agreement shall have been or shall be untrue or incorrect in any material respect when made or when deemed made.

9.1.5 Invalidity. The Developer shall at any time challenge the validity of any of the TIF Bonds, this Agreement, any of the documents related thereto, or the levy of any ad valorem property tax, or any of the foregoing shall be deemed invalid, illegal or unenforceable and Developer refuses to enter into such modifications or new agreements as required to establish the validity, legality, or enforceability thereof.

Section 9.2 Right to Terminate. If any such event of default occurs and is not cured within the applicable cure period, as extended by Developer's diligent efforts to cure such default, the City shall give written notice of its knowledge thereof to the Developer and the Developer agrees to meet and confer with the City or appropriate City staff as to options available to assure timely completion of any Public Infrastructure Project. Such options may include, but are not limited to, the termination of this Agreement by the City. If the City elects to terminate this Agreement, the City shall first notify the Developer (and any mortgagee or trust deed beneficiary specified in writing by the Developer to the City to receive such notice) of the grounds for such termination and allow the Developer a minimum of 90 days to eliminate or mitigate to the satisfaction of the City the grounds for such termination; provided that no cure period shall apply for any voluntary bankruptcy filing listed in Section 9.1.1; and provided that in the event of a default listed in Section 9.1.2 or Section 9.1.5, no additional cure period shall be provided beyond the applicable cure period. Such period shall be extended if the Developer is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof) the default has not been cured, the City may then terminate this Agreement. In the event of the termination of this Agreement, the Developer is entitled to reimbursement for work related to the Public Infrastructure Project undertaken prior to the termination date of this
Agreement solely from the available TIF Bond Proceeds and Excess TIF Revenues according to the terms and conditions set forth in this Agreement.

Section 9.3  Cease Payments. Notwithstanding the foregoing, so long as any event listed in any of Section 9.1.1 through 9.1.5 above has occurred, notice of which has been given by the City to the Developer, and such event has not been cured or otherwise mitigated by the Developer, the City may in its discretion cease making payments for the Public Infrastructure Costs, provided that the Developer may receive payment of the Public Infrastructure Costs that have been incurred for work completed at the time of the occurrence of an event listed in Section 9.1 above upon submission of a Disbursement Request and compliance with the Applicable Requirements. In the event a cessation of payment occurs pursuant to this Section, such payment shall resume upon cure or appropriate mitigation by the Developer.

Section 9.4  Additional Remedies. In addition to the rights set forth above, the City shall have the right upon any termination of this Agreement to redeem any of the TIF Bonds in accordance with the provisions of the TIF Bond Ordinance and the Indenture and shall have the right to (but shall not be required to) execute contracts for or perform any remaining work related to the Public Infrastructure Projects not otherwise completed and use all or any portion of the Bond Proceeds for such purposes, and, except as otherwise provided herein, the Developer shall have no claim or right to any further payments for the Public Infrastructure Costs hereunder. In addition to any of the foregoing rights and remedies, the City may pursue all other rights and remedies available to it under this Agreement and otherwise available to it at law or in equity including the remedy of specific performance. Without limiting the generality of the foregoing, the City shall be entitled to take title, without additional compensation other than payment of any outstanding Public Infrastructure Costs to the extent of available remaining funds available hereunder, to all Public Infrastructure Projects previously funded under this Agreement, but the City shall not be required to do so until any such Public Infrastructure Project is completed to the City's satisfaction in accordance with this Agreement.

Section 9.5  Waivers. To the extent permitted by law, the City may waive a specific breach or default by the Developer hereunder by delivering to the Developer notice of such specific waiver in writing signed by the Mayor or his assigns. Provided, however, no waiver of any default or breach by the Developer hereunder shall be implied from any delay or omission by the City to take action on account of such default, and no such express waiver shall affect any default other than the default specified in the waiver and it shall be operative only for the time and to the extent therein stated. No advance of TIF Bond Proceeds shall constitute a waiver of any of the provisions, conditions or obligations set forth herein, nor shall any advance of TIF Bond Proceeds constitute an affirmation by the City that all provisions, conditions and requirements of this Agreement have been met.

Section 9.6  Assignment of Contracts. Should the City terminate this Agreement as set forth herein, the City shall have the right, but not the obligation, to require the Developer to assign to the City each contract agreement for any of the Public Infrastructure Projects to be completed under this Agreement, provided (1) such assignment will be effective only after termination of the Agreement and only for the contract agreements which the City accepts by notifying the Developer and applicable contractor in writing; and (2) this assignment is subject to the prior rights of a surety, if any, obligated under any surety bonds relating to this Agreement and/or any Public
Infrastructure Project. Developer shall have the right to assign this Agreement with the consent of the City, such consent not to be unreasonably withheld.

Section 9.7 Developer's Option to Terminate. If, through no fault of the Developer, the City wrongfully rejects or fails to approve a Disbursement Request within the timeframe set forth in Section 6.4 of this Agreement, then the Developer may, upon the expiration of 30 days written notice to the City (hereinafter the "Cure Period"), terminate this Agreement if the City has not (i) approved the Disbursement Request or (ii) provided valid written explanation of the City's rejection of the Disbursement Request within the Cure Period. In addition to its rights as provided herein, Developer shall have such other remedies as are available at law or in equity as a result of any breach by the City of its obligations hereunder.

9.7.1 Late Payment Costs. If the Developer incurs additional costs following expiration of the Cure Period as a direct result of late payment of any Disbursement Request caused by the City's failure to approve or wrongful rejection of same, the Developer shall be entitled to recover such additional costs as a Public Infrastructure Cost in its next Disbursement Request, provided that if adequate funds are not available within the applicable Schedule of Values, then the City shall be liable for such additional cost. Notwithstanding the foregoing, the City shall not be liable to the Developer for any lost profits or consequential damages that may arise out of the late payment of any Disbursement Request unless due to wrongful rejection.

9.7.2 Delays to Critical Path Resulting from Late Payment. If the critical path of a Project Schedule is delayed as direct result of late payment of any Disbursement Request caused by the City's failure to approve or wrongful rejection of same, the Developer shall be entitled to an extension of time in such Project Schedule commensurate to the delay in the critical path.

ARTICLE X - GENERAL MATTERS

Section 10.1 Term. This Agreement shall be effective as of the Effective Date and shall terminate upon the earlier to occur of (1) termination pursuant to Article IX, and (2) acceptance by the City of the final Public Infrastructure Project to be constructed by the Developer and receipt by Developer of TIF Bond Proceeds and Excess TIF Revenues as contemplated by this Agreement.

Section 10.2 City Council Legislative Discretion. Except as limited by any Development Agreement executed between the City and Developer, the use by the City of its reasonable efforts shall in no way impair or limit the authority of the City Council to exercise its discretion in taking legislative action and shall in no way require City Council to take any legislative action. In satisfying their obligations under this Agreement, the City and the Developer shall act diligently and in a timely fashion.

Section 10.3 Notices. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service; (2) electronic communications, whether by telex, facsimile, telegram or other telecopy, with proof of receipt by addressee; (3) overnight courier; or (4) registered or certified first class mail, postage prepaid, return receipt requested.
To whom notice is to be given:

If to the City
City of Charleston
116 Meeting Street
Charleston, SC 29401
ATTN: Chief Financial Officer

Department of Public Services
75 Calhoun Street
Charleston, South Carolina 29401
ATTN:

With a copy to:
Office of Corporation Counsel
50 Broad Street
Charleston, SC 29401
ATTN: Corporation Counsel

If to Developer:
Morrison Yard Owner, LLC
c/o Woodfield Development
P.O. Box 1127
Isle of Palms, S.C. 29451
Attn: Mike Schwarz
mschwarz@woodfieldinvestments.com

TKC-ODP Morrison, LLC
c/o Origin Development Partners, LLC
2040 E Wall Street
Mt. Pleasant, S.C. 29464
Attn: Zach Bearden
zach@origindevelopmentpartners.com

With a copy to:
W. Andrew Gowder, Jr.
Austen & Gowder, LLC
1629 Meeting Street, Suite A
Charleston, S.C. 29405
andy@austengowder.com

Any Party may change the address for notices to such Party by written notice to the other Parties to this Agreement. Notice given by personal service shall be effective upon the date delivered, if personally delivered, or the date of attempted delivery, if refused. Notice given by mail shall be effective on the third business day after posting. Notice by overnight courier shall be effective on the next business day following delivery of such notice to such courier. Notice given by email shall be effective on the date it is sent, so long as such notice is further sent by personal service, the U.S. Mail, or overnight courier, as aforesaid.
Section 10.4 Amendment. The City and the Developer may, by mutual consent, agree in writing to amend the terms and conditions set forth in this Agreement and/or any exhibit attached hereto; provided, however, that Developer's successor and assigns shall have no right to amend this Agreement unless such right is expressly conveyed by Developer to such successor or assign. No purported oral amendment to this Agreement shall be binding or enforceable.

Section 10.5 Entire Agreement. This Agreement and the related agreements executed by the Parties simultaneously herewith set forth all agreements, understandings, and covenants between the Developer and the City relative to the subject matter hereof.

Section 10.6 Waiver. Waiver by the City or the Developer with respect to any breach or default under this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer.

Section 10.7 Remedies Cumulative. The remedies available to the Parties are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

Section 10.8 Disclaimer. Nothing contained in this Agreement, nor any act of the City, shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

Section 10.9 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

Section 10.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

Section 10.11 Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Agreement, or any part thereof.

Section 10.12 Governing Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflicts of law principles.

Section 10.13 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns to whom the rights and obligations are specifically covered or assigned. Nothing herein shall prohibit the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein, provided that no such alienation, sale or any other transfer of all or any portion of the Property or the rights therein shall operate to release the Developer from its obligations or liability hereunder as to that portion of the Property so transferred, without the prior written consent of the City which consent
may be given or withheld in the City's sole discretion in each instance, and provided such transferee agrees to comply with the terms of this Agreement.

Section 10.14 Force Majeure. Neither the City nor the Developer, nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by pandemic, declarations of states of emergency, damage or destruction by fire or other casualty or act of terrorism, strike, widespread shortages of construction materials, governmental (including USEPA or SCDHEC) delays, unusually adverse weather conditions such as, by way of illustration and not limitation, hurricanes, flooding, tornadoes or cyclones, unexpected environmental conditions and other material adverse events or conditions beyond the reasonable control of the party affected which in fact delay such party in discharging its obligations hereunder.

Section 10.15 Order of Precedence. Should there be any conflict between the provisions of this Agreement and the Indenture, the order of precedence shall be the Indenture and then this Agreement.

Section 10.16 No Third Party Beneficiary. This Agreement is for the sole and exclusive benefit of the City, the Developer and Developer Affiliates and their successors and assigns. No other person or entity is an intended third party beneficiary or shall have the right to enforce any of the provisions of this Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

WITNESSES:

CITY OF CHARLESTON, SOUTH CAROLINA

By: ____________________________
   John J. Tecklenburg, Mayor

Attested to:

______________________________
Jennifer Cook, Clerk of Council

[SIGNATURE PAGE CONTINUE ON FOLLOWING PAGE]
WITNESSES:

________________________________________

________________________________________

WITNESSES:

________________________________________

________________________________________

MORRISON YARD OWNER, LLC

By:_______________________________________

Its:_______________________________________

TKC-ODP MORRISON, LLC

By:_______________________________________

Its:_______________________________________
EXHIBIT A

[Legal Description of Morrison Yard to be provided.]
TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds
DEPT. Police
SUBJECT: POLICE DEPARTMENT - FY21 PAUL COVERDELL FORENSICS GRANT
REQUEST: To approve an application to the FY21 Paul Coverdell Forensic Science Improvement Grants Program to fund $55,512 for two (2) Indirect contact narcotic and pharmaceutical drug identification instruments to be used in the field and in the forensics lab.

**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>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td>□</td>
<td>□</td>
<td></td>
<td>□</td>
</tr>
<tr>
<td>Chief of Police</td>
<td>X</td>
<td>□</td>
<td>Luther Reynolds</td>
<td>□</td>
</tr>
<tr>
<td>Grants Coordinator</td>
<td>X</td>
<td>□</td>
<td>Luther Reynolds</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 
- Amount needed for this item

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

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

This application is due on July 8, 2021

CFO's Signature: [Signature]

**FISCAL IMPACT:** This project does not require a match.

Mayor's Signature: [Signature]

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.
Scientific Background

The currently accepted method to presumptively identify narcotics in the field involve colorimetric wet chemical tests, known as spot tests, to indicate that an illegal substance may be present. This is accomplished by categorizing the unknown substance to a particular class of drugs. Although these colorimetric tests are less specific than confirmatory tests, these tests have been beneficial for many years due to their quickness and sensitivity to major drug classes still encountered in the drug market today. However, there are reported challenges to performing these spot tests. A significant limitation involving any colorimetric test is that interpretation of these tests may be subjective in nature which may lead to false positives and false negatives. In other words, the actual color perceived may vary depending on the color discrimination of the police officer or analyst. False positive results may result in an individual wrongfully charged and prosecuted for drug crimes or may lead to an extended incarceration time until confirmatory tests are conducted in the laboratory.

Another disadvantage of colorimetric testing involves the safety of police officers where the suspected narcotics may be absorbed through the skin or ingested. For example, in cases containing fentanyl, a drug that has killed thousands in overdoses, police officers must proceed with severe caution since fentanyl can be easily absorbed through the skin or inhaled if airborne. There are field tests that also contain harmful chemicals. For instance, the Marquis reagent requires careful handling and storage due to the primary ingredient, sulfuric acid, which will burn the skin upon contact. Synthetic drugs are an additional challenge for colorimetric tests as some cannot be classified by the colorimetric tests currently available on the market as these drugs are being continuously produced and modified to evade categorization as a controlled substance under the Controlled Substance Act. Manufacturers struggle to provide reliable, accurate and sensitive spot tests in a timely manner to accommodate the ever changing chemistry.
In recent years, there has been a significant increase in the use of Raman spectroscopy for forensic analysis of drugs of abuse. Raman spectrometers are available both as bench-top units as well as handheld devices. The development of handheld Raman spectrometers has drastically impacted end-users’ ability to conduct field-based as well as in-situ analysis, allowing a rapid and non-destructive identification of unknown samples including controlled drugs, drug precursors, essential chemicals and cutting agents. Raman spectrometers are replacing colorimetric tests both in the lab and in the field.

These systems operate by using Raman spectroscopy, a vibrational spectroscopy technique that provides a molecular fingerprint for the compound of interest. This method relies on Raman scattering or the inelastic scattering of photons, from a laser source, after it comes in direct contact with the molecules of interest. This Raman scattering occurs when there is a change in a molecule’s polarizability during a molecular vibration. Once the light is scattered, it’s captured and separated before the detector measures the intensity of the light at each wavelength and converts it to a spectrum. Once the spectrum is produced, it is compared against the company’s in-house spectral library using a search algorithm to identify the substance. Some notable strengths of the technology include:

- Analysis is rapid and can be easily performed
- Numerous drugs can be screened for simultaneously
- Analysis is non-destructive so preserves the sample for subsequent testing
- The Raman spectra provides specific functional group information that is useful in identifying designer drugs
- Samples can be analyzed directly through transparent or translucent containers (e.g. plastic, glass) so officers and examiners are not exposed to the drug directly
- Diverse types of samples possible: solid, liquid or slurry, either transparent or opaque
- Little or no sample preparation is required
- There is no interference from water which is commonly present in illicit preparations
• Raman spectroscopy exhibits high selectivity. According to the Scientific Working Group for the Analysis of Seized Drugs (SWGDRUG), Raman spectroscopy is listed as a category A technique, which means it has one of the highest discriminating powers for the analysis of controlled substances.

• Generates scan results that can be authenticated and archived for use in court

**Benefits to the CPD**

Acquisition of Raman technology is the next natural step in the effort of the Charleston Police Department to identify drugs while reducing the danger of exposure to fentanyl and other lethal drugs. Many opioid-derivative drugs can be up to 50 times more potent than heroin, and up to 100 times more potent than morphine, and can, thus, be lethal even at low levels. Many of the opioids can easily be absorbed through the skin or inhaled, posing much risk to law enforcement officers and public health care professionals. Both laboratory personnel and patrol officers wear enhanced personal protective equipment when field testing, serving search warrants and/or conducting confirmatory laboratory testing of unknown white powders. Balance enclosures have been purchased for the laboratory so that airborne contamination is minimized while packages are being opened, weighed and sampled. It is our hope that this equipment will assist in the safety of our officers in the field, our crime analysts in the lab, and in the prompt identification of dangerous substances.

The acquisition of this equipment is particularly critical given the rapid increase of new substances in Charleston. As overdoses rose across the country in 2020, South Carolina ranked No. 1 in increases of overdose deaths with a 64.7% increase in the first eight months of 2020 compared to the prior year. Officers and chemists are identifying new fentanyl analogues at rapid rates in our region and it is imperative that we equip our officers and forensics personnel with the tools necessary to keep our community safe. It is our hope that with the identification of these substances, the CPD will be able to alert local stakeholders through the Addiction Crisis Task Force to inform the public and potentially save lives.
TacticID®-N Plus
Handheld Raman Analyzer for Narcotic and Pharmaceutical Drug Identification

The TacticID®-N Plus is a field-ready handheld instrument specifically designed for non-contact forensic analysis of narcotics, pharmaceutical drugs, cutting agents and precursors by law enforcement personnel. Featuring an intuitive workflow and touchscreen, samples can be nondestructively analyzed through opaque and transparent packaging, with sample threat level displayed prominently for first responders, safety personnel, law enforcement, bomb squads, customs and border patrol, and hazmat team to act quickly with minimal sample contact. The TacticID-N Plus utilizes laboratory-proven Raman spectroscopy, which allows users to obtain actionable identification of illicit substances without ever compromising the integrity of the sample or the chain of evidence.

The TacticID-N Plus comes standard with a comprehensive library of over 1,000 substances. Additionally, users have access to periodic library updates in order to continuously maintain up-to-date identification capabilities and stay ahead of emerging narcotics.

Key Features

**Critical Component Mixture ID:**
Able to identify components and threat level within a mixed sample.

**Narcotics Library:**
The industry's largest on-board library of narcotics and pharmaceutical drugs.

**Indirect Contact Analysis:**
Increase user safety by scanning directly through plastics, bottles & other translucent packaging materials.

**USB, Bluetooth, Wi-Fi Connectivity:**
Manage data, send results, and update software/libraries easily and securely. Write reports directly to USB.

**Touch Screen Quick Notes:**
Add custom notes to a scan result anytime, anywhere with the touch screen interface.

**Actionable Results:**
Red, Yellow and Green result screens provide immediate visual safety information.

**On-board Camera:**
Take photos at the scene and record any sample info using the on-board camera; photos and notes are included in the test report.
Specifications

<table>
<thead>
<tr>
<th>Feature</th>
<th>Description</th>
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<tbody>
<tr>
<td>Excitation Wavelength</td>
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<td>Laser Output Power</td>
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<td>Spectral Range</td>
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<td>Display</td>
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<td>Software</td>
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<td>Libraries</td>
<td>Narcotics, Pharmaceutical Drugs, Cutting Agents, and Precursors</td>
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<td>Languages</td>
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<td>Connectivity</td>
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<td>Battery</td>
<td>Rechargeable Li-ion, &gt;10 hrs continuous operation or CR123 battery option</td>
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<td>AC Adapter</td>
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<td>Protection</td>
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TacPac™ Adaptor

The included TacPac adaptor allows for simple and accurate identification of heroin, fentanyl, synthetics and other traditionally difficult Raman samples using Surface Enhanced Raman Spectroscopy (SERS). System includes SERS library of numerous opioids and low dose narcotic substances.

Sampling Accessories

In addition to the TacPac adaptor, the included point-and-shoot adaptor and liquid vial holder are versatile for many situations and sample types. The optional right angle adaptor is ideal for quick throughput sampling without disturbing the substance. A polystyrene validation cap is also included for a quick system check.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds
DEPT. Police
SUBJECT: POLICE DEPARTMENT – BJA FY21 COSSAP
REQUEST: To approve an application to the FY21 Comprehensive Opioid
Stimulant, and Substance Abuse Site-based Program to embed
Peer Recovery Specialists in law enforcement.
COMMITTEE OF COUNCIL: W&M DATE: June 15, 2021
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>
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<tr>
<td>Cap. Proj. Cmte. Chair</td>
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<tr>
<td>Chief of Police</td>
<td>X</td>
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<tr>
<td>Grants Coordinator</td>
<td>X</td>
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FUNDING: Was funding previously approved? Yes [ ] No [X] N/A [ ]
If yes, provide the following: Dept./Div.: Account #: Balance in Account Amount needed for this item

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

NEED: Identify any critical time constraint(s).

This application is due on June 21st

CFO's Signature: ____________________________
FISCAL IMPACT: A Grant is for 3 years. Positions will be eliminated at the end of the grant period. This project does not require a match.

Mayor's Signature: ____________________________

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.
Grant Objectives:
The U.S. DOJ, Office of Justice Programs, Bureau of Justice Assistance is seeking applications for funding to develop, implement, or expand comprehensive programs in response to illicit opioids, stimulants, or other substances of abuse. Namely, funding for law enforcement and other first responder diversion programs.

Overview:
Lead Applicant: City of Charleston
Service Area: Charleston County
Total Grant Funding: $900,000 (no match required)
Application Deadline: June 21, 2021

Impact:
In addition to the collection and analysis of near real-time overdose data, funding for this grant will provide support for community-driven rapid responses to drug threats, namely rapid response to opioid overdoses. Anticipated action priorities include:

1. Identify trend data at the community and regional levels through enhanced case management and overdose monitoring through the Critical Incident Management System (CIMS) and ODMAP;
2. Support ongoing public health and public safety partnerships that can rapidly respond to emerging drug threats through the hiring of (1) Program Coordinator to monitor data through CIMS and ODMAP and disseminate timely analyses to ACTF partners;
3. Prioritize outreach efforts to high-risk populations and the communities most impacted by the opioid epidemic through training and employing (2) Peer Recovery Specialists that will be dedicated to law enforcement assisted diversion efforts within each law enforcement agency in Charleston County;
4. Provide harm reduction resources to high-risk communities identified through data-informed outreach; and
5. Develop community partnerships for multi-disciplinary, strategic problem solving using the HUB Model, creating a way to reach individuals or families at elevated-risk before an overdose or other behavioral health crisis occurs, ultimately reducing the growing strain of behavioral health-related emergencies on law enforcement.
<table>
<thead>
<tr>
<th>Program Timeline</th>
<th>Project Activity</th>
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<tbody>
<tr>
<td><strong>Event</strong></td>
<td><strong>Description</strong></td>
</tr>
<tr>
<td>April 3, 2022</td>
<td>April 25, 2022</td>
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<td>April 15, 2022</td>
<td>October 1, 2021</td>
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<td>February 1, 2022</td>
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<td>November 15, 2021</td>
</tr>
<tr>
<td>October 12, 2021</td>
<td>October 1, 2021</td>
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</table>

**Project Details:**

- **Description:** Text describing the project activities.
- **Date:** Specific dates for each event.
- **Activity:** Details on the specific actions or milestones.

**Phase 1: Planning & Training**

**Phase 2:** Comprehensive Opioid Stimulant and Substance Abuse Site-Based Program

**Phase 3:** Task Force Law Enforcement/Court Outreach Program
<table>
<thead>
<tr>
<th>Completion Date</th>
<th>Short Date</th>
<th>Responsible Person/Organization</th>
<th>Project Activity</th>
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</thead>
<tbody>
<tr>
<td>August 2024</td>
<td>8/24</td>
<td>PAAR/PRO F嗁(fabs/CMG)</td>
<td>Program Start</td>
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</table>
| August 2024     | 8/24       | PAAR/PRO F嗁(fabs/CMG)           | Provide grain project
| August 2024     | 8/24       | PAAR/PRO F嗁(fabs/CMG)           | HAIB/Model/PAR     |
| July 1, 2024    | 7/1/2024   | PAAR/PRO F嗁(fabs/CMG)           | Develop/Call video for PAAR  |
| September 30, 2023 | 9/30/2023 | PAAR/PRO F嗁(fabs/CMG)           | Identify elevated at-risk victims within 45 hours |
| August 1, 2022  | 8/1/2022   | PAAR/PRO F嗁(fabs/CMG)           | Conduct outreach to overdue
| August 1, 2022  | 8/1/2022   | PAAR/PRO F嗁(fabs/CMG)           | Follow-up
| August 1, 2022  | 8/1/2022   | PAAR/PRO F嗁(fabs/CMG)           | Contact related to peer recovery OD
| September 1, 2022 | 9/1/2022  | PAAR/PRO F嗁(fabs/CMG)           | Design/Call video for PAAR
| September 30, 2024 | 9/30/2024 | PAAR/PRO F嗁(fabs/CMG)           | Provide monthly meetings of PAAR
| September 30, 2024 | 9/30/2024 | PAAR/PRO F嗁(fabs/CMG)           | Weekly check-in and updates
| May 2, 2022     | 5/2/2022   | PAAR/PRO F嗁(fabs/CMG)           | BIA
| **Phase II: implementation/data collection and analysis** | | | |
### FY21 COSSAP Grant

**Comprehensive Opioid, Stimulant, and Substance Abuse Site-Based Program**

#### PERSONNEL

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<td>$193,191.00</td>
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<tr>
<td>3</td>
<td>Peer Recovery Specialist</td>
<td>$30,935.48</td>
<td>$18,901.00</td>
<td>$149,509.44</td>
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<tr>
<td>3</td>
<td>Peer Recovery Specialist</td>
<td>$30,935.48</td>
<td>$18,901.00</td>
<td>$149,509.44</td>
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**TOTAL** $492,209.88

#### TRAINING

<table>
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<tr>
<th>HOURS</th>
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<th>UNIT COST</th>
<th>TRAVEL</th>
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<tr>
<td>90</td>
<td>PAARI Training: Recovery Coach Academy</td>
<td>$45,000.00</td>
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<tr>
<td>12</td>
<td>PAARI Training: Recovery Coaching Basics</td>
<td>$12,000.00</td>
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<td>12</td>
<td>PAARI: 12-hour HUB Model Launch</td>
<td>$13,750.00</td>
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<td>40</td>
<td>DAODAS: Peer Recovery Training</td>
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**TOTAL** $88,466.12

#### SUPPLIES

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<td>2,000</td>
<td>Harm Reduction Kits</td>
<td>$50.00</td>
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**TOTAL** $109,000.00

#### CONTRACTS

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<tr>
<td>1</td>
<td>Consulting &amp; TTA Project Lead and Administration</td>
<td>$109,234.00</td>
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<td>$109,234.00</td>
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<tr>
<td>3</td>
<td>PAARI: Roll Call Videos</td>
<td>$15,000.00</td>
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**TOTAL** $209,234.00

#### OTHER

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<tr>
<td>200</td>
<td>Transportation Costs (Bus Tickets)</td>
<td>$5.00</td>
<td>$0.45</td>
<td>$1,090.00</td>
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**TOTAL** $900,000.00
TO: John J. Tecklenburg, Mayor
FROM: Steve Kirk / Andrew Jones DEPT. Stormwater Management
SUBJECT: SPRING-FISHBURNE US17 PHASE 3 PROFESSIONAL SERVICES CONTRACT
REQUEST: Approval of a professional services contract with Salmons Dredging Corp. in the amount of $181,875.00 for the 1-year warranty inspection of the Spring-Fishburne stormwater deep tunnel system.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 15, 2021
COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

<table>
<thead>
<tr>
<th>Coordinate</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPR Committee Chair</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Corporate Counsel</td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td>Dir. of SW Management</td>
<td>X</td>
<td></td>
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<tr>
<td>MBE Manager</td>
<td></td>
<td></td>
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</table>

FUNDING: Was funding previously approved? Yes X No No N/A No
If yes, provide the following: Dept/Div SW Mgmt-Project Mgmt Acct # 050358-58206
Balance in Account $181,875.00 Amount needed for this item $181,875.00
NEED: Identify any critical time constraint(s).

CFO's Signature: 
FISCAL IMPACT: Approval the professional services contract will obligate $181,875.00 of the $49,103,759.50 project budget. The funding sources for this project are: State Infrastructure Bank ($49,000,000.00), Capital Contribution ($61,759.50), and Drainage Fund ($42,000.00).

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.
MEMORANDUM

DATE:       June 1, 2021

TO:         Jennifer Cook
            Clerk of Council

FROM:       Robin Barrett-Robinson
            Senior Buyer

SUBJECT:    21-P012R – Spring/Fishburne Stormwater Deep Tunnel System Inspection RFP

Enclosed are five (5) copies of the contract for the Spring/Fishburne Deep Tunnel System Inspection RFP that was issued. Please have them signed and return two (2) copies to me. We will maintain one copy in our contract file; and forward one to the vendor.

Thank you,

Robin Barrett-Robinson
Senior Buyer

cc: File
AGREEMENT BETWEEN THE CITY OF CHARLESTON
AND SALMONS DREDGING CORP. FOR
SPRING/FISHBURNES STORMWATER DEEP TUNNEL SYSTEM INSPECTION

THIS AGREEMENT is entered into this _____ day of ______________, 20__, between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as “the City”), and Salmons Dredging Corp. (hereinafter referred to as the “Contractor”).

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

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish the Spring/Fishburne Stormwater Deep Tunnel System Inspection in accordance with Solicitation #21-P012R. All attachments and exhibits, including Exhibits A, B, C, D and E listed below, shall be incorporated herein:

Exhibit A: Solicitation #21-P012R (the “Request for Proposal”)
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor’s Proposal
Exhibit E: Cost Proposal
Exhibit F: Amended Cost Proposal

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

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

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

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of six (6) months from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $181,875.00 (One Hundred Eighty-One Thousand Eight Hundred Seventy-Five Dollars and Zero Cents) to be made in accordance with the Request for Proposal, Addenda and the Contractor(s)’ Proposal Response and Cost Proposal, Exhibits A, B, D and E. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor’s request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.

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

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

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

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

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

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

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

§6. INDEMNIFICATION

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

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance
coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

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

§8. GRATUITIES AND KICKBACKS

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

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

§9. TERMINATION

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

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

§10. ASSIGNMENT

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

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

To:                  To:
City of Charleston  Salmons Dredging Corp.
John J. Tecklenburg  Jack C. Harrelson, Jr.
Mayor               Business Development
PO Box 304          PO Box 42
Charleston, SC 29402 Charleston, SC 29402

With copies to:

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

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

§12. CHANGE ORDERS

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

§13. ENTIRE AGREEMENT

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

§14. GOVERNING LAWS

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

§15. LICENSE AND PERMITS

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

§16. PUBLICITY RELEASES

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

§17. INDEPENDENT CONTRACTOR

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

§18. SEVERABILITY

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

§19. WAIVER OF CONTRACTUAL RIGHTS

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

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

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

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

§22. SC STATE AND LOCAL TAX

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

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

Contractor shall calculate that portion of this Agreement that is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

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

§23. NONDISCRIMINATION

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

__________________________________________

John J. Tecklenburg
Mayor
Date: ________________________________

__________________________________________

Name
Date: ________________________________

WITNESSES FOR VENDOR:

April Bennett
Name
Date: 5/27/2021

Jack C. Harrelson, Jr.
Business Development
Date: 5/27/2021

Kimberly J. Auk
Name
Date: 5/27/2021
**EXHIBIT A**

<table>
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<th>Proposal Number: 21-P012R</th>
<th>Proposals will be received until: May 10, 2021 @ 12:00pm</th>
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</thead>
<tbody>
<tr>
<td>Proposal Title: Spring/Fishburne Stormwater Deep Tunnel System Inspection</td>
<td></td>
</tr>
<tr>
<td>Non-Mandatory Pre-Proposal Meeting: April 23, 2021 @ 3:00pm</td>
<td></td>
</tr>
<tr>
<td>Mailing Date: April 7, 2021</td>
<td>Direct Inquiries to: Robin B. Robinson or Gary Cooper</td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>FEIN/SS#:</td>
</tr>
<tr>
<td>Vendor Address:</td>
<td></td>
</tr>
<tr>
<td>City – State – Zip:</td>
<td></td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>Fax Number:</td>
</tr>
</tbody>
</table>

**Minority or Women Owned Business:**
Are you a certified Minority or Women-Owned business in the State of South Carolina? □ Yes □ No
If so, please provide a copy of your certificate with your response.

**Authorized Signature:** ___________________________ **Title:** ___________________________

**Date:** ___________________________

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.

**IMPORTANT**

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

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

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the proposal opening.

4. Questions regarding this solicitation **must be submitted in writing to Gary Cooper or Robin B. Robinson no later than 1:00pm on April 26, 2021**. Questions may either be faxed to 843-720-3872 or emailed to Gary Cooper, cooperg@charleston-sc.gov or Robin Barrett Robinson, robinsonr@charleston-sc.gov.
INSTRUCTIONS TO OFFERORS

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

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

All pages that require a Signature shall be included with the proposal. Failure to include these required pages may result in the proposal being deemed Non-Responsive.

2. Offerors must clearly mark as “Confidential” each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

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

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

5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.
6. Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

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

8. All Proposals shall provide a straightforward, concise description of Offeror’s ability to satisfy the requirements of the Solicitation.

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

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

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

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

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

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

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

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

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

17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

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

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

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

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

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

18. COMPETITIVE PROCUREMENT

It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Offeror’s responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City’s Procurement Director.
19. **ADDENDA/CHANGES**
Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City’s Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City’s Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City’s Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City’s website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. **EVALUATION PROCESS**
During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston’s best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions.

21. **AWARD OF CONTRACT**
   A) Award of contract shall be made to the most responsive and responsible Offeror(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.

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

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

   D) The City may choose to award to more than one vendor if it is in the best interest of the City.

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

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

22. **CONTRACT ADMINISTRATION**
Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts’ Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.
23. **NOTICE OF AWARD OF CONTRACT**
The successful Offeror shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Offeror(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Offeror(s) prior to issuance of the Notice to Proceed.

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

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

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

27. **INDEPENDENT CONTRACTOR**
Successful Offeror is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

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

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

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

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

31. **ASSIGNMENT**
The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.
32. SUBCONTACTORS
   A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.

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

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

   D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

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

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

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

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

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

B) By signing its proposal, the successful Offeror(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.

C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. **COMPLIANCE WITH LEGAL REQUIREMENTS**

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

37. **PERMITS AND LICENSES**

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

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

38. **DISPUTES**

Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.
39. **STATE AND LOCAL TAXES**
   A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.

   B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

   C) Contractor shall calculate that portion of the contract which is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

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

40. **INCORPORATION BY REFERENCE**
The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor’s Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

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

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

43. **DRUG-FREE WORKPLACE**
(Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

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

45. SUBMITTING CONFIDENTIAL INFORMATION
For every document Offeror submits in response to or with regard to this Solicitation that
is confidential or protected from disclosure, Offeror must separately mark with the word
"CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so
designating Offeror contends the information is exempt from public disclosure pursuant
to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through
4-165 (2007 & Supp. 2015) or other relevant law. For every document Offeror submits in
response to or with regard to this Solicitation, Offeror must separately mark with the
words "TRADE SECRET" on every page, or portion thereof, that Offeror contends
contains a trade secret as that term is defined by the South Carolina Trade Secrets Act,
S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous; use color, bold,
underlining, or some other method in order to conspicuously distinguish the mark from
the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as
confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is
improperly marked as confidential or trade secret or protected, the City may, in its sole
discretion, determine it non-responsive. If only portions of a page are subject to some
protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal
to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every
document regarding this Solicitation that was submitted at any time prior to entering into
a contract (including, but not limited to, documents contained in a response, documents
submitted to clarify a response, and documents submitted during negotiations), unless the
page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or
"PROTECTED," (2) agrees that any information not marked, as required by these
bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade
Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any
prices, commissions, discounts, or other financial figures used to determine the award, as
well as the final contract amount, may be subject to public disclosure. In determining
whether to release documents, the City shall detrimentally rely on Offeror's marking of
documents, as required by these bidding instructions, as being either "CONFIDENTIAL"
or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Offeror agrees to
defend, indemnify and hold harmless the City of Charleston, its officers and employees,
from every claim, demand, loss, expense, cost, damage or injury, including attorney's
fees, arising out of or resulting from the City withholding information that Offeror
marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED."

46. RECORDS RETENTION & RIGHT TO AUDIT
The City shall have the right to audit the books and records of the Contractor as they
pertain to this contract. Such books and records shall be maintained for a period of three
(3) years from the date of final payment under the contract. The City may conduct, or
have conducted, performance audits of the Contractor. The City may conduct, or have
conducted, audits of specific requirements of this proposal as determined necessary by
the City. Pertaining to all audits, the Contractor shall make available to the City access to
its computer files containing the history of contract performance and all other documents
related to the audit. Additionally, any software used by the Contractor shall be made
available for auditing purposes at no cost to the City.
47. **COST**
Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

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

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

50. **DISCUSSION/NEGOTIATION:**
By submission of a proposal, an Offeror agrees that during the period following issuance of a proposal and prior to final award of contract, the Offeror shall not discuss this Procurement with any party except members of the City’s Procurement Division or other parties specifically designated in this solicitation.

51. **NON-DISCRIMINATION**
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at [http://charleston-sc.gov/index.aspx?nid=246](http://charleston-sc.gov/index.aspx?nid=246). To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

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

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

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

55. **PROMPT PAYMENT DISCOUNT TERMS**
   Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. **REJECTION**
   The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. **ARBITRATION**
   Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. **GUARANTEE AND WARRANTIES**
   The Offeror shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. **PUBLICITY RELEASES**
   Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. **AMENDMENTS**
   All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Offerors who have notified the City Procurement Division of receipt of the proposal.

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

62. **AFFIRMATIVE ACTION**
   The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
63. **WAIVER**
   The City reserves the right to waive any Instruction to Offerors, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. **RESPONSE PERIOD**
   All responses shall be good for a minimum period of ninety (90) calendar days.

65. **CONTRACT TERMS**
   The initial term of the Agreement shall be for six (6) months. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest.
**NO PROPOSAL RESPONSE FORM**

<table>
<thead>
<tr>
<th>Proposal Number: 21-P012R</th>
<th>Proposals will be received until: May 10, 2021 @ 12:00pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Title: Spring/Fishburne Stormwater Deep Tunnel System Inspection</td>
<td>Non-Mandatory Pre-Proposal Meeting: April 23, 2021 @ 3:00pm</td>
</tr>
<tr>
<td>Mailing Date: April 7, 2021</td>
<td>Direct Inquiries to: Robin B. Robinson or Gary Cooper</td>
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<tr>
<td>Vendor Name:</td>
<td>FEIN/SS#:</td>
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<td>Vendor Address:</td>
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<td>City – State – Zip:</td>
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<td>Telephone Number:</td>
<td>Fax Number:</td>
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**Minority or Women Owned Business:**
Are you a certified Minority or Women-Owned business in the State of South Carolina? [ ] Yes [ ] No
If so, please provide a copy of your certificate with your response.

**Authorized Signature:** ____________________________  Title: ____________________________
Date: ____________________________

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be sent in if not sending in a submission.

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

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

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

**Comments:**

________________________________________________________________________

________________________________________________________________________
CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Authorized Signature</th>
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<td>As registered with the IRS</td>
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<th>Correspondence Address</th>
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Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?
☐ Yes  ☐ No
If so, please provide a copy of your certificate with your response.
INSURANCE REQUIREMENTS

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

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. **GENERAL LIABILITY:** $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

2. **AUTOMOBILE LIABILITY:** $1,000,000 combined single limit per accident for bodily injury and property damage.

3. **WORKERS' COMPENSATION:** Statutory limits are required by South Carolina state law, and employer’s liability limits of $100,000 per accident.

4. **PROFESSIONAL LIABILITY:** $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.
H. Insurance must be placed with an approved insurance company with current Best’s rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

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

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401
MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston’s Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

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

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

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

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston’s web site www.charleston-sc.gov under “BIDLINE” link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordamr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City’s MWBE Compliance Provisions.


   AND

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

   OR

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

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

Name of Company: ____________________________________________

Signature ____________________________________________ Date ____________________________________________

Print Name ____________________________________________ Title ____________________________________________

Witness ____________________________________________

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AFFIDAVIT A
Page 1 of 2

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

Affidavit of ____________________________

(Name of Bidder)

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

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

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

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

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

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

○ 5. Attended any pre-solicitation meetings scheduled by the City.

○ 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

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

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

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

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

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

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

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

Date: __________ Name of Authorized Officer (Print/Type): ____________________________

Signature: ________________________________________________

Title: ________________________________________________
AFFIDAVIT A
Page 2 of 2

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

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

<table>
<thead>
<tr>
<th>1. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
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</thead>
<tbody>
<tr>
<td>Minority Firm Telephone Number</td>
<td></td>
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<tr>
<td>Minority Firm Fax Number</td>
<td></td>
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<tr>
<td>DBE Certification Number</td>
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<tr>
<td>Minority Group Type</td>
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<td>(African American)</td>
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<td>(American Indian)</td>
<td>(Other)</td>
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<td>Follow up Verification</td>
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<th>2. Minority Firm Name and Contact</th>
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<td>DBE Certification Number</td>
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<td>Follow up Verification</td>
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<th>4. Minority Firm Name and Contact</th>
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<td>Follow up Verification</td>
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I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: __________ Name of Authorized Officer (Print/Type): ____________________________

Sworn to before me this ______ day of ______, 20____

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

Print Name: ____________________________
Phone Number: ____________________________
Address: ____________________________

Signature: ____________________________
Title: ____________________________
Notary Seal: ____________________________
AFFIDAVIT B

City of Charleston, South Carolina

Work to be Performed by Minority/Women-Owned Businesses

Affidavit of _________________________________. I hereby certify that on the
(Name of Bidder)

______________________, Total Project Amount $______________________

(Project Name)

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

(Attach additional sheets if needed)

<table>
<thead>
<tr>
<th>Name and Phone Number</th>
<th>*Minority Code</th>
<th>Work Description</th>
<th>Dollar Value</th>
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Total MBE Participation: _______ % $ __________

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

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

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

Date:_____________ Name of Authorized Officer (Print/Type):__________________________

Signature:________________________________________
Title:________________________________________

Notary Public for the State of________________________
Notary Seal:

Sworn to before me this ___ day of ____________, 20__.
AFFIDAVIT C

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

Affidavit of ________________________________________________________________
(Name of Bidder)

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

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

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

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

Date: ___________ Name of Authorized Officer (Print/Type): _________________________________

Signature: _____________________________________________

Title: _________________________________________________

Sworn to before me this __ day of ____________, 20__,
Notary Public for the State of ________________________________
My Commission Expires: _____________________________________
Print Name: ______________________________________________
Phone Number: ______________________________________________
Address: ____________________________________________________

__________________________________________________________
Notary Seal:
**References**

Offerors must supply a minimum of three (3) references for which they have provided the same or similar services being requested in the Scope and Statement of Work. If the references have not used similar services, please outline the services that your company has provided to these clients.

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GENERAL INFORMATION

INTRODUCTION
The purpose of this document is to provide specifications for the inspections of an existing stormwater tunnel system owned by the City of Charleston (City). See Attachment A for a detailed description and location of the proposed work. The City is soliciting proposals for the proposed work from qualified contractors interested in providing professional services to facilitate the inspection of the Spring/Fishburne stormwater deep tunnel system. Record drawing may be obtained by downloading them from Bidline, www.charleston-sc.gov/131/Bidline.

There will be a Non-Mandatory Pre-Proposal Meeting at 3:00pm on April 23, 2021 via Zoom,
https://us02web.zoom.us/j/83255495927?pwd=e2hzcUXmZEFBN1hTNDMzUHRWR1JBZz09
Meeting ID: 832 5549 5927  Passcode: 750083

One tap mobile
+13126266799,83255495927# US (Chicago)
+19292056099,83255495927# US (New York)

Dial by your location
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)

Meeting ID: 832 5549 5927
Find your local number: https://us02web.zoom.us/u/kbhD0pSM2r

PROCUREMENT PROCESS
The RFP (Request for Proposal) is not a bid. In the event the City elects to negotiate a contract with the successful Vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

QUESTIONS
Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. All questions shall be in writing and addressed to: Gary Cooper or Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: cooperg@charleston-sc.gov or robinsonr@charleston-sc.gov. Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on April 26, 2021. No interpretation shall be binding upon the City unless in writing from the City’s Corporate Counsel.
ORAL STATEMENTS
No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

NON-ENDORSEMENT
If a Proposal is accepted, the successful Offeror shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City's endorsement of the successful Offeror's product or services.

PROPRIETARY INFORMATION
If an Offeror does not desire proprietary information in the Proposal to be disclosed, the Offeror shall identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words “Proprietary Information” or “Confidential” on which such proprietary information is found. If the Offeror fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon request through the Freedom of Information Act.

UNAUTHORIZED COMMUNICATIONS
Respondents’ contact regarding this RFP with employees or officials of the City of Charleston will result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP. The only authorized contacts for this procurement are any designated Procurement staff.

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

DISQUALIFICATION OF OFFERORS
Offerors may be disqualified for any of the following reasons:
- Reason to believe collusion exists among the Offerors
- The Offeror is involved in any litigation against the City
- The Offeror is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

SUSPENSION AND DEBARMENT
The Offeror certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Offeror is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.
CONTRACT NEGOTIATIONS
The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the Vendor’s proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

CONTRACT TERMS
It is the intent of the City to select a contractor and award a contract for an expected sixty (60) day period, with the option to extend, at the City’s sole discretion, without unit price increases. Options to extend will be based on contractor’s performance, responsiveness, and compliance with these specifications.

VENDOR’S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS
Each Vendor shall become fully acquainted with the City’s requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor’s duty to become acquainted with the City’s circumstances and requirements.

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

RECEIPT OF PROPOSALS
Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt (May 10, 2021 at 12:00pm) of their proposal by the City. Proposals received after the scheduled due date and time will not be considered. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date stamp clock in the City Procurement Division is the official clock for determining whether submittals are submitted on time.

Late Proposal documents will not be accepted under any circumstances.

REQUIRED FORMS AND SIGNATURE PAGES
Offerors shall include as an appendix, all ancillary forms required in this Request for Proposal (RFP). Required forms include, but are not limited to the following:

- RFP Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda
NUMBER OF PROPOSALS SUBMITTED
Each Vendor must submit one (1) unbound Original and five (5) bound copies of the Proposal are required for submission, plus one (1) electronic copy (Flash Drive) (Please have submittal on flash drive as 2 documents only: Proposal and Cost). Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note “Original” on the original proposal.

RESPONSE FORMAT AND ORGANIZATION
To assure similarity in proposal presentation and allow the evaluation team to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below. It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement and every question. Non-responsive or incomplete answers to information requests and/or City requirements may lead to disqualification of the Offeror’s submittal.

COMPLETION OF RESPONSES
Only information presented in the Proposal will be used to evaluate the truck that best fits the needs of the City.

Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

PROPOSAL FORMAT
Proposals are to be prepared in a manner designed to provide the City with a straightforward presentation of the Offeror’s capability to satisfy the requirements of this RFP. The **Original should be single sided** and the copies can be **bound (double sided)** and all documentation submitted with the proposal should be bound in that single volume, where practical.

a) All proposal packages should be clearly marked “21-P012R Spring/Fishburne Stormwater Deep Tunnel System Inspection” and submitted in a sealed envelope.
b) Technical and Price proposals should be submitted together in one box/mailing container; however, the price proposal should be in its own separate, sealed envelope, submitted with the original proposal. Please do not waste envelopes putting each copy of the proposal in a separate envelope.
c) Proposals **must be submitted by mail or hand delivered** to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
d) Proposals **must be received** in the City’s Procurement Office no later than 12:00pm on May 10, 2021. Late proposals will not be accepted for any reason.
e) **No more than one proposal may be submitted by any Vendor.**
f) The proposal must be signed by an official authorized to contractually bind the Vendor.
g) All forms from this solicitation requiring signature must be included in the proposal.
PROPOSAL REQUIREMENTS
Proposals should provide a straightforward and concise description of the consultant's capabilities to satisfy the requirements of the RFP. It should explain the work to be performed, how the work will be accomplished and the results expected.

Proposals should include the following information:
- The name, address, phone, and email address of a contact person from the submitting firm.
- A proposed scope of services for the planning, approval, and administration of King Street Business Improvement District.
- A staffing plan that identifies the individuals involved in the effort along with their experience, resumes, and qualifications. The staffing plan should identify who the project manager will be.
- Proposed project schedule.
- Similar project experience and results related to Business Improvement Districts.
- References from clients with completed similar projects. Any other supporting documentation.
- A proposed budget for the planning, approval, and administration of King Street Business Improvement District, which should be provided separately in a sealed envelope.
- All pages from the RFP that required information being filled in.

PROPOSAL EVALUATION PROCESS
An Evaluation and Selection Committee will be established to evaluate the Proposals and select a proposal which represents the best value to the City. The Evaluation and Selection Committee will be comprised of City personnel and any other persons as designated by the City. This Committee will determine the responsiveness and acceptability of each proposal. The Evaluation and Selection Committee may request additional information from Offerors.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified as either reasonably qualified or unqualified. A Proposal may be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted Offerors will be invited to present their Proposal to the Evaluation and Selection Committee.

After the proposals are evaluated, the City will determine whether formal presentations and interviews are necessary, and if so, which vendors may be invited to make a formal presentation and/or sit for a panel interview. The City may choose not to require formal presentations or interviews. The City may choose to contact officials from other jurisdictions regarding the vendor, their prior work experience and their ability to successfully complete the scope of services. The City may request clarification or additional information from a specific vendor in
order to assist in the City's evaluation of a proposal. Finally, the City may require changes in the scope of services as deemed necessary by the City, before execution of the contract.

**PROPOSAL EVALUATION CRITERIA FACTORS**

The following weighted criteria will be used to evaluate the Proposals for purposes of selecting the Offeror(s) to negotiate with or to shortlist.

**Criteria Factors**

- Experience on projects of similar scope and scale
- Experience of personnel to be assigned to the project
- Safety Record
- Plan to perform described work
- Ability to meet the Owner's inspection schedule

It is the Offeror's responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP.
Spring/Fishburne Stormwater Deep Tunnel Inspection

The City of Charleston, South Carolina is requesting proposals from qualified firms interested in providing professional services for the City’s inspection of the Spring/Fishburne stormwater deep tunnel system.

The services will include the following (including providing all necessary equipment):
- Facilitating manned access to the tunnels and shafts
- Dewatering of the system
- Providing proper ventilation of all facilities during inspection
- Developing and implementing a detailed Safety Plan
- Developing and implementing detailed Communications Procedures
- Providing active Air Monitoring during inspection
- Monitoring weather & system flows
- Site Security
- Traffic Control
- Tunnel Evacuation (if necessary)
- Complying with all necessary OSHA requirements

The selected firm will provide services for the following project elements:
- Structural inspection of approximately 8,500 linear feet of 8-ft and 12-ft diameter concrete-lined tunnel and adits at elevations up to or exceeding 150 feet below the ground surface.
- Structural inspection of three large-diameter concrete shafts (30 feet and 20 feet in diameter and up to or exceeding 150 feet deep).
- Structural inspection of adits.
- Structural inspection of drop shaft connections.

A full description of the work can be found in the Scope of Work: Spring/Fishburne Deep Stormwater Tunnel System Inspection document.

Interested firms must demonstrate knowledge and experience of confined space entry procedures and regulations. Submittals of proposals should include copies of the firm’s OSHA Form 300A for the last four years.

In order to qualify for this work, firms must be able to:
- Demonstrate expertise with projects of similar scope and scale
- Demonstrate expertise of the individuals that will be in responsible charge and assigned for the duration of the project
- Demonstrate an acceptable safety record. Firms may be rejected if the Experience Modification Rate is greater than 1.00.
- Have the ability to obtain proper insurance:
**Premises and Operations**

- $1,000,000/per occurrence
- $2,000,000/aggregate

**Contractor’s Protective Liability**

- $1,000,000/per occurrence
- $2,000,000/aggregate

**Products Liability, Including Completed Operations Coverage**

- $1,000,000/per occurrence
- $2,000,000/aggregate

*COI should name the City as an additional insured.

*Explosion, Collapse & Underground (XCU) should not be excluded if the work contemplates this exposure

**Comprehensive Automobile Liability**

- Automobile Liability (includes owner, non-owned and hired car) $1,000,000
- Combined single limit
- Split Limits
- Bodily injury per person: $500,000
- BI per occurrence: $1,000,000
- Property Damage: $500,000

**Workers Compensation**

Must fulfill the statutory requirements.

**Environmental Liability**

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

**Subcontractor’s Liability Insurance**

Same limits as required of the General Contractor.
SCOPE OF WORK

INTENT
The purpose of this document is to provide specifications for the inspection of an existing stormwater tunnel system owned by the City of Charleston (City). See Attachment A for a detailed description and location of the proposed work. The City is soliciting proposals for the proposed work from qualified contractors interested in providing professional services to facilitate the inspection of the Spring/Fishburne stormwater deep tunnel system. Record drawings may be obtained by downloading them from Bidline, www.charleston-sc.gov/131/Bidline.

CONTRACTOR'S GENERAL REQUIREMENTS
The work covered by this specification includes furnishing all labor, equipment, and materials necessary to provide services to allow an inspection team to safely enter, exit, and inspect the Spring/Fishburne stormwater deep tunnel system consisting of the Mainline/Crosstown tunnel, the President Street tunnel, eight (8) tunnel adits, and three (3) working/access shaft locations at Harmon Field, the intersection of Cannon Street & President Street, and at the intersection of US17 and Coming Street (Note: the Lockwood Drive access shaft will only be available for dewatering and ventilation.) The inspection of the facilities will be performed by the City and their representatives. All work performed must meet the requirements of the City and must comply with all Occupational Safety and Health Administration (OSHA) and other applicable standards. Selected contractor will be expected to proceed diligently with all work assigned and will be subject to third party inspection as deemed necessary by the City. Additionally, selected contractor will be required to execute a “Contract for Professional Services”, which outlines in specific detail the responsibilities of all involved parties.

The inspection team will consist of team members from Black & Veatch, the City of Charleston, and any other persons as determined by the City of Charleston. Assume up to 6 team members.

MATERIALS AND METHODS
The selected contractor will be expected to provide all labor, materials, equipment, supplies, etc. necessary to allow the inspection team to safely and effectively perform the inspection work with horizontal penetrations up to 5,400 linear feet at depths of approximately 150 feet below grade. There are currently no dewatering pumps installed in the tunnel system. The contractor will be expected to provide a pumping system to remove collected water and de-water the tunnel system to a point below the invert of the Mainline (Crosstown) tunnel at the intersection with the Lockwood Drive Access Shaft (LDAS), approximately -150-ft. NAVD88. Dewatering is anticipated to be performed at the LDAS. The contractor is also expected to provide crane services and man cages or other suitable means necessary to accomplish the raising and lowering of personnel and equipment into and out of the tunnel access shafts. The contractor is explicitly responsible to ensure cranes are rigged properly for man-lifting in accordance with all applicable OSHA regulations and standards. The contractor is also explicitly responsible for inspecting and maintaining appropriate cage and sling conditions to ensure safe transport in accordance with all applicable OSHA regulations and standards. In addition, contractor will be explicitly responsible for providing all necessary ventilation; active air monitoring; communications; monitoring of weather and potential for tunnel inundation; site security; and traffic control as per City, SCDOT and MUTCD standards to safely and effectively perform the required work. Contractor will also be responsible for obtaining all required permits.
EXECUTION OF WORK
All services provided shall be in accordance with the rules, regulation and standards of OSHA and all ordinances, laws, and regulations of the governing authorities having jurisdiction over the type of work being performed and equipment being used. The contractor shall assume the role of exposing, creating, correcting and controlling to identify and abate any hazards.

All work performed by the contractor will be accomplished with as little disturbance to traffic, private property, and the public as is reasonably practical. As the stormwater tunnel may be subject to inundation during rain events, the inspection must be scheduled in conjunction with the weather forecast.

All inspection work will be in accordance with an inspection plan developed by the contractor and approved by the City. Additional on-site inspection will be determined as necessary by the City. Third party inspections may be called for without advance notice to the contractor, solely at the discretion of the City.

Daily clean-up of all inspection site areas is required as necessary to meet the approval of the City and to protect the public’s health and welfare. All inspection sites shall be secured after working hours and on weekends so as to limit the exposure to the public and protect any and all people and equipment.

Contractor is solely responsible for providing adequate restroom facilities for workers during the work progress. Also, contractor is responsible for providing all protective security for materials and equipment left at shaft access sites during working and non-working periods.

Any open shaft, hole, or similar structure exposing the general public to fall hazards shall be cordoned off at all times to prevent access by unauthorized persons. Contractor shall provide all required fall protection measures. Upon daily work completions, all access shaft openings shall be appropriately closed to prevent access or accident. Upon completion of inspection work at each location, the surrounding area shall be returned to its original condition at the contractor’s expense.

Contractor shall be responsible for keeping periodic and/or continuous water level measurements to ensure protection of inspection personnel. Also, contractor will be responsible for coordination with appropriate City personnel at the beginning and end of each day to ensure water levels are appropriate for functions being performed. In the event of an emergency, including but not limited to flooding of the tunnel, contractor will be required to have a rescue team on hand during all inspection activities and to notify and coordinate with the Charleston Fire Department.

The contractor shall schedule the work to ensure the inspection is completed by July 28, 2021 excluding the week of June 28, 2021 and July 12, 2021.

SUBMITTALS
Contractor will be required to submit written plans for review and approval ahead of the scheduled work as outlined in Section II – Contractor’s General Requirements of these specifications. At a minimum, the written plans shall include:

- Dewatering Plan
• Ventilation Plan
• Detailed Safety Plan
• Communications Plan and Procedures
• Active Air Monitoring Plan
• Weather Monitoring & System Inundation Monitoring Plan
• Site Security Plan
• Traffic Control Plan
• Tunnel Rescue & Evacuation Plan
• Detailed Work Plan

PAYMENT
Contractor will be required to submit a monthly invoice with a detailed breakdown of charges. Payment(s) to contractor will be made within thirty (30) calendar days of receipt of an approved monthly invoice.

RESPONSIVENESS OF CONTRACTOR
The selected contractor must be able to mobilize within fifteen (15) calendar days of notice from the City. Verbal notification shall constitute sufficient notice to proceed from the City.

TERM OF CONTRACT
It is the intent of the City to select a contractor and award a contract for an expected sixty (60) day period, with the option to extend, at the City’s sole discretion, without unit price increases. Options to extend will be based on contractor’s performance, responsiveness, and compliance with these specifications.

SPECIAL INFORMATION FOR OFFERORS
Prospective bidders are advised of the following regarding the stormwater deep tunnel system in which the inspection is to be performed:

1. The tunnels are up to -150-ft NAVD88. Three vertical shafts can provide access to the surface. The water level in the wetwell at the LDAS shall be maintained such that it will be below the invert of the tunnel at its lowest point. In the event of a rain event or mechanical or electrical failure, the tunnel may quickly become inundated and submerged.

2. The tunnels in which the inspections are to be conducted are concrete-lined and are 8-ft (President St tunnel) and 12-ft (Mainline/Crosstown tunnel) internal diameter. The tunnels intersect approximately 145-ft below the intersection of US17 (Septima Clark Pkwy/the Crosstown) and President St.

3. There are three shafts that can be used for access: the Harmon Field shaft is 30 feet in diameter and the Coming St and Cannon St access shafts are 20 feet in diameter. The LDAS will most likely not be able to be used for access as this is an active jobsite for Phase 4 of the Spring/Fishburne project. Each of the access shafts has a 6-ft by 6-ft hatch on top with hinged aluminum doors. See shaft and tunnel drawings.

4. The atmosphere in the tunnels may contain potentially explosive or hazardous gases.
ATTACHMENT A
SPRING/FISHBURNE STORMWATER DEEP TUNNEL
INSPECTION
DESCRIPTION OF WORK

GENERAL BACKGROUND OF TUNNEL SYSTEM
As part of the Spring/Fishburne Drainage Improvement Project - Division I: Tunnels & Shafts (Phase 3), approximately 8,500 linear feet of 8-ft and 12-ft internal diameter tunnel were constructed more than 150 feet below grade along with a 4 access/working shafts up to 180-ft below grade and eight (8) 48-in and 54-inch diameter drilled drop shafts.

- The Mainline tunnel is approximately 5,400 feet in length and runs between the Lockwood Drive Access Shaft (LDAS) at 135 Lockwood Dr and the Coming St shaft at the intersection of Coming St and US17.
  - The invert of the LDAS is approximately 180 feet below grade; however, the invert of the tunnel is about 25 feet above the invert of the shaft.
  - The invert of the Coming St shaft is approximately 120 feet below grade. The invert of the Mainline tunnel is about 2 feet above the invert of the Coming St shaft.

- The President St tunnel is approximately 2,000 linear feet in length and runs between the Harmon Field shaft and the Cannon St shaft.
  - The invert of the Harmon Field shaft is approximately 135 feet below grade. The invert of the President St tunnel is about 2 feet above the invert of the Coming St shaft.
  - The invert of the Cannon St shaft is approximately 135 feet below grade. The invert of the President St tunnel is about 2 feet above the invert of the Coming St shaft.

- There is an adit (8-ft internal diameter) that connects the Cherry St drop shaft to the Mainline tunnel which is approximately 550 feet in length.

- There are 7 other adits that connect to either the Mainline tunnel or President St tunnel that range in length from 15 feet to 85 feet.

- The drop shafts have covers that may be removed during the inspection to allow for ventilation and possibly emergency access/egress. Some of the shafts are within the right-of-way and may present larger challenges for access. Some of the shafts are on City-owned or City-controlled property and may be easier for ventilation and emergency access/egress.

MAJOR STRUCTURES
The major structures of the Spring/Fishburne deep tunnel system requiring inspection consist of the following:

Mainline Deep Tunnel – 5,400 linear foot 12-ft internal diameter concrete-lined tunnel up to 155 feet below grade.
President St Deep Tunnel – 2,000 linear foot 8-ft internal diameter concrete lined tunnel up to 145 feet below grade.

Coming St Access Shaft – 120-ft deep 20-ft diameter concrete lined access shaft with access from the top through a 6-ft square opening. The shaft provides access to the eastern terminus of the Mainline tunnel.

Harmon Field Access Shaft - 135-ft deep 30-ft diameter concrete lined access shaft with access from the top through a 6-ft square opening. The shaft provides access to the northern terminus of the President St tunnel.

Cannon St Access Shaft - 140-ft deep 20-ft diameter concrete lined access shaft with access from the top through a 6-ft square opening. The shaft provides access to the southern terminus of the President St tunnel.

Adits and drop shaft connections – adits will be accessed from either the Mainline or President St tunnel

1. Cherry St adit (550-ft) and drop shaft connection (Shaft A – 54-in)
2. Hagood St adit (15-ft) and drop shaft connection (Shaft B – 54-in)
3. Courtenay St adit (60-ft) and drop shaft connection (Shaft C – 48-in)
4. Bogard St West adit (40-ft) and drop shaft connection (Shaft G – 54-in)
5. Line St adit (45-ft) and drop shaft connection (Shaft H – 48-in)
6. Bogard St East adit (85-ft) and drop shaft connection (Shaft I – 54-in)
7. Sheppard St adit (50-ft) and drop shaft connection (Shaft J – 54-in)
8. Ashe St adit (80-ft) and drop shaft connection (Shaft K – 48-in)

DESCRIPTION OF WORK
The selected contractor shall provide safe entry, exit, and escort for the inspection of various components of the Mainline/Crosstown and President Street deep tunnels, access shafts, adits, drop shaft connections, and other systems. It is anticipated the City will have up to six (6) representatives participating in the inspection that will need to be supported.
### SCHEDULE OF PRICES

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<th>ITEM</th>
<th>DESCRIPTION</th>
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**TOTAL LUMP SUM PRICE**

$_________

The above unit prices shall include all labor, materials, de-watering, shoring, removal, overhead, profit, permitting, insurance, taxes, fees, equipment, office supplies, traffic control, etc., to cover the finished work of the several kinds called for, including all plans and reports.

The Stand-by Daily Rate has been included in case of delay due to weather or another reason beyond the contractor's responsibility or control.

The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so.

Cost submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless otherwise stated.
Vendor’s Checklist

1. Did you provide required information and sign the front page of the solicitation?
   ____ Yes ____ No

2. Did you sign the Certificate of Familiarity form?
   ____ Yes ____ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   ____ Yes ____ No

4. Did you sign the applicable Affidavit?
   ____ Yes ____ No

5. Did you mark your “Original” Proposal and provide the required # of copies?
   ____ Yes ____ No

6. Did you complete and include all pricing sheets?
   ____ Yes ____ No

7. Did you include the required references?
   ____ Yes ____ No

8. Did you provide a copy of insurance and all other documentation requested?
   ____ Yes ____ No

9. Did you include and sign any addenda?
   ____ Yes ____ No

10. Did you double check to make sure you have included everything that is requested?
     ____ Yes ____ No

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

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

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

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 10 93.

2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.

B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. GENERAL LIABILITY: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

2. AUTOMOBILE LIABILITY: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. WORKERS’ COMPENSATION: Statutory limits are required by South Carolina state law, and employer’s liability limits of $100,000 per accident.

4. PROFESSIONAL LIABILITY: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

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

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:
(a) to be excess insurance over any project professional liability policy, and

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers’ Compensation

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

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

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

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

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

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401
TO: John J. Tecklenburg, Mayor
FROM: Edmund Moat / Andrew Jones DEPT. Parks – Capital Projects
SUBJECT: ST. JULIAN DEVINE COMMUNITY CENTER IMPROVEMENTS TWIN SMOKE STACKS CONSTRUCTION CONTRACT
REQUEST: Approval of a Construction Contract with ICC Commonwealth in the amount of $575,884.00 for the disassembly of the interior liners of the St. Julian Devine smokestacks.

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.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 15, 2021
COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

CPR Committee Chair ☐ ☐ Signature of Individual Contacted Attachment
Corporate Counsel ☑ ☐
Capital Projects Director ☐ ☐
MBE Manager ☐ ☐

FUNDING: Was funding previously approved? Yes ☑ No ☐ N/A ☐
If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051588-58240
Balance in Account $575,884.00 Amount needed for this item $575,884.00
Project Number CP1620

NEED: Identify any critical time constraint(s).

CFO’s Signature: ________________________________

FISCAL IMPACT: Approval of this Construction Contract will obligate $575,884.00 of the project budget $3,098,069.36. Funding sources for this project are: 2015 General Fund Reserves ($250,000.00), 2018 General Fund Reserves ($400,000.00), Cooper River Bridge TIF ($2,340,000.00), and Charleston Parks Conservancy Contribution ($108,069.36).

Mayor’s Signature: ________________________________

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.
### St. Julian Davies Landscape Improvements

**05/15/68**

**DESIGN ENGINEERING**

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<th>Phase</th>
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</tr>
<tr>
<td>05/15/68-0520</td>
<td>Phase 1 Environmental report</td>
<td>-</td>
<td>-</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td>05/15/68-0520</td>
<td>Phase 2 Environmental report of SHP</td>
<td>-</td>
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</tr>
<tr>
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<td>-</td>
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</tr>
<tr>
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</tr>
<tr>
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<td>-</td>
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<tr>
<td>05/15/68-0520</td>
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<td>1,000.00</td>
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<td>1,000.00</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>4,719.76</strong></td>
<td><strong>3,576.02</strong></td>
<td><strong>1,143.74</strong></td>
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**OVERHEAD**

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Budget</th>
<th>Expense to Date</th>
<th>Encumbrances</th>
<th>Remaining Balance</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/15/68-0520</td>
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<td><strong>Total</strong></td>
<td><strong>4,719.76</strong></td>
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<td><strong>1,143.74</strong></td>
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</table>

**TOTAL COSTS**

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Budget</th>
<th>Expense to Date</th>
<th>Encumbrances</th>
<th>Remaining Balance</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/15/68-0520</td>
<td>Site Development</td>
<td>4,719.76</td>
<td>3,576.02</td>
<td>1,143.74</td>
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</table>

**CONSTRUCTION**

<table>
<thead>
<tr>
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<th>Description</th>
<th>Budget</th>
<th>Expense to Date</th>
<th>Encumbrances</th>
<th>Remaining Balance</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/15/68-0520</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>05/15/68-0520</td>
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<td>-</td>
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</tr>
<tr>
<td>05/15/68-0520</td>
<td>Construction</td>
<td>-</td>
<td>-</td>
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<td>-</td>
</tr>
<tr>
<td>05/15/68-0520</td>
<td>Construction</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>05/15/68-0520</td>
<td>Construction</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<td><strong>Total</strong></td>
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**TOTAL OVERHEAD**

<table>
<thead>
<tr>
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<th>Remaining Balance</th>
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</thead>
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<td>05/15/68-0520</td>
<td>Overhead</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td>05/15/68-0520</td>
<td>Overhead</td>
<td>-</td>
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<td>-</td>
</tr>
<tr>
<td>05/15/68-0520</td>
<td>Overhead</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td>05/15/68-0520</td>
<td>Overhead</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
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<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td>-</td>
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<td>-</td>
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**TOTAL COSTS**

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Budget</th>
<th>Expense to Date</th>
<th>Encumbrances</th>
<th>Remaining Balance</th>
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</thead>
<tbody>
<tr>
<td>05/15/68-0520</td>
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<td>Overhead</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
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<td>-</td>
<td>-</td>
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</tbody>
</table>

**TOTAL PROJECT COSTS**

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Budget</th>
<th>Expense to Date</th>
<th>Encumbrances</th>
<th>Remaining Balance</th>
<th>Notes</th>
</tr>
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<tbody>
<tr>
<td>05/15/68-0520</td>
<td>Construction</td>
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<td>-</td>
<td>-</td>
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<td><strong>Total</strong></td>
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**RUNNING SOURCES**

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<tr>
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<th>Revenue</th>
<th>Expenses</th>
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<td>General Fund Reserves</td>
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<td>$150,000.00</td>
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**PROJECT SUMMARY**

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Budget</th>
<th>Encumbrances</th>
<th>Remaining Balance</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/15/68-0520</td>
<td>Construction</td>
<td>$150,000.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$150,000.00</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
</tr>
</tbody>
</table>

**TOTAL PROJECT FUNDING**

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Budget</th>
<th>Encumbrances</th>
<th>Remaining Balance</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/15/68-0520</td>
<td>Construction</td>
<td>$150,000.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$150,000.00</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
</tr>
</tbody>
</table>

**TOTAL PROJECT COST**

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Budget</th>
<th>Encumbrances</th>
<th>Remaining Balance</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/15/68-0520</td>
<td>Construction</td>
<td>$150,000.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$150,000.00</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
</tr>
</tbody>
</table>

**PROJECT BALANCE**

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Budget</th>
<th>Encumbrances</th>
<th>Remaining Balance</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/15/68-0520</td>
<td>Construction</td>
<td>$150,000.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
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<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
</tr>
</tbody>
</table>
AGREEMENT made as of the 15th day of JUNE JTS

BETWEEN the Owner:
(Name, legal status, address and other information)
City of Charleston-Department of Parks-Attn: Ed Boinest
823 Meeting Street
Charleston, SC 29403

and the Contractor:
(Name, legal status, address and other information)
ICC Commonwealth
55 South Long Street
Williamsville, NY 14221

for the following Project:
(Name, location and detailed description)
St Julian Devine Chimney Ph 1 Disassembly of Interior Liners
CP1620

The Architect:
(Name, legal status, address and other information)
Bennett Preservation-Attn: Taylor Frost
17 Lockwood Drive, Suite 500
Charleston, SC 29401

The Owner and Contractor agree as follows.

JTS
TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS
2 THE WORK OF THIS CONTRACT
3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4 CONTRACT SUM
5 PAYMENTS
6 DISPUTE RESOLUTION
7 TERMINATION OR SUSPENSION
8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

☐ The date of this Agreement.

☑ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

JTS
§ 3.3 Substance Completion
§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(240) calendar days from the date of commencement of the Work.

JTS

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Substantial Completion Date</th>
</tr>
</thead>
</table>

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM
§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be $575,884.

JTS

§ 4.2 Alternates
§ 4.2.1 Alternates, if any, included in the Contract Sum:

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/2</td>
<td>JTS</td>
</tr>
</tbody>
</table>

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
<th>Conditions for Acceptance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/2</td>
<td>JTS</td>
<td></td>
</tr>
</tbody>
</table>

JTS
§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/2</td>
<td>JTS</td>
</tr>
</tbody>
</table>

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/2</td>
<td></td>
<td>JTS</td>
</tr>
</tbody>
</table>

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

$1,000 per day for failure to achieve substantial completion by 240 day after date of notice to proceed.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

JTS

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments
§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the (same) (following) month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (‘30’) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

JTS
§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201*-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:
   .1 That portion of the Contract Sum properly allocable to completed Work;
   .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
   .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:
   .1 The aggregate of any amounts previously paid by the Owner;
   .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
   .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
   .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
   .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10% of Work in place and/or materials stored. 

JTS

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

JTS
§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

consider reduction to 5 of upon
50% completion

JTS

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may
submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to
this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as
follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the
Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for
materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the
Contractor when
  .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct
      Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any,
      which extend beyond final payment; and
  .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the
Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or
in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%  

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the
parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if
other than the Architect.)

Taylor Frost

JTS

JTS
§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☑ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
☐ Litigation in a court of competent jurisdiction
☐ Other (Specify)  

JTS

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7  TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8  MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

Ed Boinest
823 Meeting St
2nd Floor
Charleston, SC 29403

boinesfe@charleston-sc.gov  

Init.

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

JASON SHIFTER
jason.shiffer@dominion-global.com
55 S. Long St.
Williamsville, NY 14221 716-531-2716

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 This Agreement is comprised of the following documents:
1. AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
2. AIA Document A101™-2017, Exhibit A, Insurance and Bonds
3. AIA Document A201™-2017, General Conditions of the Contract for Construction

(Insert the date of the E203-2013 incorporated into this Agreement.)

JTS
.5 Drawings

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
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<tbody>
<tr>
<td></td>
<td>PH1 drawings only</td>
<td>(5 pages)</td>
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<td>5001; 5100; EX 161; EX 201; 5301</td>
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.8 Specifications

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<tr>
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<th>Title</th>
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<td></td>
<td>project manual</td>
<td>dated</td>
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<td></td>
<td>April 29, 2021</td>
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.7 Addenda, if any:

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<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
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</table>

Ports of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- [ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
  (Insert the date of the E204-2017 incorporated into this Agreement.)

- [ ] The Sustainability Plan:

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JTS

AIA Document A101® - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1997, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The 'American Institute of Architects,' 'AIA,' the AIA Logo, 'A101,' and 'AIA Contract Documents' are registered trademarks and may not be used without permission. This document was created on 05/202021 10:29:22 under the terms of AIA Documents on Demand® Order No. 201703006. It is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Document® Documents on Demand® End User License Agreement.
Supplementary and other Conditions of the Contract:

Document Title Date Pages

ATTACHED

JTS

Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Bid Form

Addendum 1 & 2

JTS

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

JOHN T. TECKLENBURG

CONTRACTOR (Signature)

(Printed name and title)

JASON SUITOR

MAYOR

JTS
This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year.
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)
St Julian Devine Chimney Ph 1 Disassembly of Interior Liners
CP1620

THE OWNER:
(Name, legal status and address)
City of Charleston-Department of Parks-Attn: Ed Boinest
823 Meeting Street
Charleston, SC 29403

THE CONTRACTOR:
(Name, legal status and address)
ICC Commonwealth
55 South Long Street
Williamsville, NY 14221

TABLE OF ARTICLES

A.1 GENERAL
A.2 OWNER’S INSURANCE
A.3 CONTRACTOR’S INSURANCE AND BONDS
A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL
The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201®—2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER’S INSURANCE
§ A.2.1 General
Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor’s request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.
§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

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<th>Cause of Loss</th>
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§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

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<th>Coverage</th>
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§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The
Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

☐ § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner’s property, or the inability to conduct normal operations due to a covered cause of loss.

☐ § A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

☐ § A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

☐ § A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

☐ § A.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
§ A.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured’s business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

§ A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

§ A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

§ A.2.5.2 Other Insurance
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS
§ A.3.1 General
§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

Init.
§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect’s consultants as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor’s negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner’s general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect’s consultants, CG 20 32 07 04.

§ A.3.2 Contractor’s Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ($________) each occurrence, ($________) aggregate, and ($________) aggregate for products-completed operations hazard, providing coverage for claims including:

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor’s indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor’s Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor’s Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than ($________) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.
§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers’ Compensation at statutory limits.

§ A.3.2.6 Employers’ Liability with policy limits not less than


dollar amount each accident, dollar amount each employee, and dollar amount policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers’ Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks.

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than dollar amount per claim and dollar amount in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than dollar amount per claim and dollar amount in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than dollar amount per claim and dollar amount in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than dollar amount per claim and dollar amount in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than dollar amount per claim and dollar amount in the aggregate.

§ A.3.3 Contractor’s Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [ ] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible
and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

☐ § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than

($ ) per claim

($) in the aggregate, for Work within fifty (50) feet of railroad property.

☐ § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than

($ ) per claim

($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

☐ § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

☐ § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

☐ § A.3.3.2.6 Other Insurance

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage Limits

☐ § A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type

Payment Bond

Performance Bond

Penal Sum ($0.00)

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.
ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:
City of Charleston
Bid Form

BID SUBMITTED BY: Name: ICC Commonwealth
Address: 55 South Long Street, Williamsville, New York 14221

FOR PROJECT: CP-1620 - PH 1 DISASSEMBLY OF THE INTERIOR LINERS OF THE ST. JULIAN DEVINE CENTER SMOKESTACKS

OFFER

1. In response to the Invitation for Construction Bids, and in compliance with the Instructions to Bidders for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City of Charleston ("Owner") in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. Bidder has submitted Bid Security as follows in the amount and form requested by the Bidding Documents:

   ☑ Bid Bond with Power of Attorney ☐ Cashier’s Check
   (Bidder check one)

3. Bidder, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related information and data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.

4. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:
   ADDENDUM No(s) CP-1620 Addendum 1 (07 May 2021) & Addendum 2 (11 May 2021)

5. Bidder acknowledges that neither the Owner nor any of its employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project cancelled for any reason prior to the issuance of the Notice to Proceed.

6. By submitting this Bid, Bidder hereby agrees to all of the terms and conditions of the Invitation for Construction Bids and to all of the terms and conditions of the Instructions to Bidders. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner. Bidder understands that Bid Alternates that are not accepted in an initial award shall remain open for acceptance for the entire period set above and for such longer period as requested by Owner and agreed to by Bidder.

7. Bidder herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the construction work in accordance with the Bidding Documents.
7.1 BASE BID: $575,884.00

Written: FIVE HUNDRED SEVENTY-FIVE THOUSAND EIGHT HUNDRED EIGHTY-FOUR DOLLARS

7.2 ALTERNATE BID WORK (as indicated in the Bidding Documents and generally described as follows):
(Bidder shall STRIKE THROUGH “ADD” or “DEDUCT” so as to clearly indicate the price adjustment offered for each alternate)

ALTERNATE NO. 1:

ADD/DEDUCT $0.00
(to or from BASE BID)

ALTERNATE NO. 2:

ADD/DEDUCT $0.00
(to or from BASE BID)

ALTERNATE NO. 3:

ADD/DEDUCT $0.00
(to or from BASE BID)

7.3 UNIT PRICE WORK

Bidder offers for the Owner’s consideration and use the following UNIT PRICES. The UNIT PRICES offered by Bidder indicate the amount to be added to or deducted from the Base Bid for each item-unit combination. UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with Bidder.

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<th>ITEM</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICE</th>
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8. BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: 16-0850893
OR
SOCIAL SECURITY NUMBER:

9. CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

<table>
<thead>
<tr>
<th>Classification</th>
<th>Subclassification</th>
<th>Limitations</th>
</tr>
</thead>
<tbody>
<tr>
<td>BD4</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>(SC Contractor's License Number)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SIGNATURE

Thomas P. Sullivan - ICC Commonwealth

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

/Signature/  18 May 2021

BY Secretary / Treasurer

(Date) (Title) (Phone)

(716) 650-3406
MWBE Compliance Provisions and Instructions Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 145 King Street, Suite 104, Charleston SC, 29401, (843) 973-7247.

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

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

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

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's website www.charleston-sc.gov under "BIDLINE" link or by contacting Ruth Jordan, MBE Manager, 145 King Street, Suite 104, Charleston, SC 29403, (843) 973-7247, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:
1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.


AND

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

OR

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

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

Name of Company: ICC Commonwealth

Signature

Thomas P. Sullivan

Print Name

Witness

18 May 2021

Date

Secretary / Treasurer

Title

Revision 07.20.2011
AFFIDAVIT A

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

Affidavit of: ICC Commonwealth

(Name of Bidder)

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

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

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

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

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

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

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

☐ 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

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

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

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

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

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

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

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

Date: 18 May 2021

Name of Authorized Officer (Print/Type): Thomas P. Sullivan,

Signature:

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

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

<table>
<thead>
<tr>
<th>1. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trash Guru, LLC</td>
<td>327 Cypress Gardens Road, Moncks Corner, South Carolina</td>
</tr>
<tr>
<td>Melissa V. Polutte</td>
<td>29461</td>
</tr>
<tr>
<td>Minority Firm Telephone Number</td>
<td>(843) 552-1880</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td></td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td>03-072720-251</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bullzeye Equipment &amp; Supply, LLC</td>
<td>1383 Old Highway 52, Moncks Corner, South Carolina</td>
</tr>
<tr>
<td>Kristi Collins</td>
<td>29461</td>
</tr>
<tr>
<td>Minority Firm Telephone Number</td>
<td>(843) 899-4001</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td></td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td>03-031820-223</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master Steel, LLC</td>
<td>9769 Speedway Boulevard, Hardeeville, South Carolina</td>
</tr>
<tr>
<td>Priscilla Stephen</td>
<td>29927</td>
</tr>
<tr>
<td>Minority Firm Telephone Number</td>
<td>(843) 784-7173</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td></td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td>03-030121-310</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charleston Rigging &amp; Marine Hardware, Inc.</td>
<td>1210 Truxtun Avenue, Charleston, South Carolina</td>
</tr>
<tr>
<td>Jessica Sage</td>
<td>29405</td>
</tr>
<tr>
<td>Minority Firm Telephone Number</td>
<td>(843) 723-7145</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td></td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td>03-083018-77</td>
</tr>
</tbody>
</table>

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

Date: 18 May 2021  Name of Authorized Officer (Print/Type): Thomas P. Sullivan

Sworn to before me this 18 day of May, 2021

Notary Public for the State of: NEW YORK
My Commission Expires: 16 August 2022
Print Name: PAMELA K. MCLAVERY
Phone Number: 716 754 8341
Address: 432 Creek Rd, Lewiston, NY 14092
4/23/2011

PAMELA K. MCLAVERY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MC02216662 of4
Qualified in Niagara County
Commission Expires August 16, 2022
City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts
(Use as many sheets as necessary)

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

| 1. Minority Firm Name and Contact | Minority Firm Address 
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>W. Frazier Construction, Inc.</td>
<td>7050 Moberry Road, Ravenel, South Carolina 29470</td>
</tr>
<tr>
<td>Willie Frazier JR</td>
<td></td>
</tr>
<tr>
<td>Minority Firm Telephone Number</td>
<td>(843) 556-8784</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td></td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td>0110221086</td>
</tr>
<tr>
<td>Minority Group Type</td>
<td>☐ (African American)</td>
</tr>
<tr>
<td>☐ (Asian American)</td>
<td>☐ (Women)</td>
</tr>
<tr>
<td>☐ (American Indian)</td>
<td>☐ (Hispanic)</td>
</tr>
<tr>
<td>☐ (Other)</td>
<td>☐ Follow up Verification</td>
</tr>
</tbody>
</table>

| 2. Minority Firm Name and Contact | Minority Firm Address 
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Minority Firm Telephone Number</td>
<td></td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td></td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td></td>
</tr>
<tr>
<td>Minority Group Type</td>
<td>☐ (African American)</td>
</tr>
<tr>
<td>☐ (Asian American)</td>
<td>☐ (Women)</td>
</tr>
<tr>
<td>☐ (American Indian)</td>
<td>☐ (Hispanic)</td>
</tr>
<tr>
<td>☐ (Other)</td>
<td>☐ Follow up Verification</td>
</tr>
</tbody>
</table>

| 3. Minority Firm Name and Contact | Minority Firm Address 
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Minority Firm Telephone Number</td>
<td></td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td></td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td></td>
</tr>
<tr>
<td>Minority Group Type</td>
<td>☐ (African American)</td>
</tr>
<tr>
<td>☐ (Asian American)</td>
<td>☐ (Women)</td>
</tr>
<tr>
<td>☐ (American Indian)</td>
<td>☐ (Hispanic)</td>
</tr>
<tr>
<td>☐ (Other)</td>
<td>☐ Follow up Verification</td>
</tr>
</tbody>
</table>

| 4. Minority Firm Name and Contact | Minority Firm Address 
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Minority Firm Telephone Number</td>
<td></td>
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<tr>
<td>Minority Firm Fax Number</td>
<td></td>
</tr>
<tr>
<td>DBE Certification Number</td>
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<tr>
<td>Minority Group Type</td>
<td>☐ (African American)</td>
</tr>
<tr>
<td>☐ (Asian American)</td>
<td>☐ (Women)</td>
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<tr>
<td>☐ (American Indian)</td>
<td>☐ (Hispanic)</td>
</tr>
<tr>
<td>☐ (Other)</td>
<td>☐ Follow up Verification</td>
</tr>
</tbody>
</table>

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

Date: 18 May 2021 
Name of Authorized Officer (Print/Type): Thomas P. Sullivan

Sworn to before me this 18 day of May, 2021
Notary Public for the State of NEW YORK
My Commission Expires: 16 August 2027
Print Name: PAMELA K. MCLAVERY
Phone Number: 716 734 1341
Address: 4132 CREEK ROAD, LEWISTON
4/28/2011 NY 14092

Notary Seal:

PAMELA K. MCLAVERY 
NOTARY PUBLIC, STATE OF NEW YORK 
Registration No. 01MC626688E2 2 of 4 
Qualified in Niagara County 
Commission Expires August 16, 2022
**AFFIDAVIT B**

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

Affidavit of __ICC Commonwealth_________________________. I hereby certify that on the

(St. Julian Devine Chimneys Phase I - Demolition) Total Project Amount $575,884.00

(Project Name)

I will make a good faith effort to expend a minimum of 07% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

<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>Trash Gurl, LLC</td>
<td>W</td>
<td>Dumpster &amp; Portable Toilet Rental</td>
<td>$12,500.00</td>
</tr>
<tr>
<td>(843) 552-1880</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BuildEye Equipment &amp; Supply, LLC</td>
<td>W</td>
<td>Temporary Fence Rental &amp; PPE Supply</td>
<td>$11,200.00</td>
</tr>
<tr>
<td>(843) 899-4001</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master Steel, LLC.</td>
<td>W</td>
<td>Fabrication Services</td>
<td>$8,500.00</td>
</tr>
<tr>
<td>(843) 784-7173</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charleston Rigging &amp; Marine Hardware</td>
<td>W</td>
<td>Chimney Bracing/Corset Equipment</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>(843) 723-7145</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W. Frazier Construction, Inc.</td>
<td>B</td>
<td>Brick Debris Recycling</td>
<td>Value Based upon Resale of Brick</td>
</tr>
<tr>
<td>(843) 556-8784</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total MBE Participation: 07% $42,200.00

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

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

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

Date: 18 May 2021

Name of Authorized Officer (Print/Type): Thomas P. Sullivan

Signature: [Signature]

Title: Secretary / Treasurer

Notary Public for the State of

Sworn to before me this 18 day of May, 2021

My Commission Expires: 16 August 2022

Print Name: [Print Name]

Phone Number: [Phone Number]

Address: [Address]
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

___ ICC COMMONWEALTH CORPORATION (Name of Principal)

AS PRINCIPAL, AND ___ FEDERAL INSURANCE COMPANY (Name of Surety)

SURETY are held and firmly bound unto The City of Charleston hereinafter called the "Owner", in the penal sum of ___ Five Percent of Total Bid Amount ___ Dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated ___ 20th of May ___ 2021 ___ for Project Name: St. Julian Devine Chimneys Phase I - Demolition, Charleston, SC and Project Number: CP 1620

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

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

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this ___ 17th day of May ___ 2021___, the name and corporate seal of each corporate party being heretofore affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

ICC COMMONWEALTH CORPORATION

(Name of Principal)

By: _______________

(SEAL)

Thomas F. Sullivan, Secretary/Treasurer

(Name of Surety)

By: _______________

Valerie Spath, Attorney in Fact
St. Julian Devine Chimneys Phase I - Demolition, Charleston, SC
«Project_no» «Project_Name»
City of Charleston, SC
Department of Parks

Sealed and delivered in the presence of:

Anne Potter, Witness for the Surety
Federal Insurance Company
CHUBB
Power of Attorney
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All By These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Valerie Spates and Beverly A. Woolford of Garden City, New York; Kemal Brkanovic, Debra A. Deming, Sandra Diaz, Cynthia Farrell, Peter Healy, Pablo Garcia Horcayo, Francesca Kazmierczak, Kristine Mendez, Ahtina Noorhassan, Anne Potter, Frances Rodriguez and Nancy Schnee of New York, New York—

each as their true and lawful Attorney-In-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereto or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 28th day of April, 2021.

Dawn M. Chitres, Assistant Secretary

Stephen M. Haney, Vice President

STATES OF NEW JERSEY
County of Hunterdon SS.

On this 28th day of April 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chitres and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chitres and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did deposes and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

KATHERINE J. ADENLAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316955
Commission Expires July 10, 2024

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorities relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

1. Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

2. Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

3. Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, each Written Commitment of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

4. Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

5. The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chitres, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

1. the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,

2. the foregoing Power of Attorney is true, correct and in full force and effect,

Given under my hand and seals of said Companies at Whitehouse Station, NJ on this 17th Day of May, 2021

Dawn M. Chitres, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 905-3493
Fax (908) 905-3654
e-mail: surety@chubb.com
**FEDERAL INSURANCE COMPANY**

**STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS**

Statutory Basis

December 31, 2020

(in thousands)

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>LIABILITIES AND SURPLUS TO POLICYHOLDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and Short Term Investments $ (247,647)</td>
<td>Outstanding Losses and Loss Expenses $ 7,823,012</td>
</tr>
<tr>
<td>United States Government, State and Municipal Bonds 4,277,332</td>
<td>Reinsurance Payable on Losses and Expenses 1,421,176</td>
</tr>
<tr>
<td>Other Bonds 5,485,273</td>
<td>Unearned Premiums 2,145,776</td>
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<td>Stocks 567,832</td>
<td>Ceded Reinsurance Premiums Payable 261,276</td>
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<td>Other Invested Assets 1,207,053</td>
<td>Other Liabilities 551,841</td>
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<td><strong>TOTAL INVESTMENTS</strong> 11,269,842</td>
<td><strong>TOTAL LIABILITIES</strong> 12,202,880</td>
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<td>Investments in Affiliates: Great Northern Ins. Co. 404,889</td>
<td>Capital Stock 20,960</td>
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<td>Vigilant Ins. Co. 346,615</td>
<td>Paid-in Surplus 2,711,474</td>
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<td>Chub Inc. (Chubb) Inc. Co. 182,181</td>
<td>Unassigned Funds 1,651,718</td>
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<td>Chub National Ins. Co. 186,189</td>
<td><strong>SURPLUS TO POLICYHOLDERS</strong> 4,394,172</td>
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<td>Other Affiliates 96,828</td>
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<td>Premiums Receivable 1,634,609</td>
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<td>Other Assets 2,410,281</td>
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<td><strong>TOTAL ADMITTED ASSETS</strong> 16,527,052</td>
<td><strong>TOTAL LIABILITIES AND SURPLUS</strong> 15,627,052</td>
</tr>
</tbody>
</table>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2020, investments with a carrying value of 507,794,700 were deposited with government authorities as required by law.

**STATE OF PENNSYLVANIA**

**COUNTY OF PHILADELPHIA**

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31st day of December, 2020.

Sworn before me this 8th day of August, 2023.

[Signature]

**Notary Public**

Commonwealth of Pennsylvania - Notary Seal
Diane Wright, Notary Public
Philadelphia County
My commission expires August 8, 2023
Commission number 1235745
Member, Pennsylvania Association of Notaries
**ADDENDUM NO. 1**

May 7, 2021

**RE:** CP 1620 St. Julian Devine Community Center Ph.1 Disassembly of the Interior Liners of the Smokestacks

**FROM:** City of Charleston Department of Parks  
823 Meeting Street  
Charleston, SC  29403

**TO:** Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. **Acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification.**

**Attachments:**

- Pre-bid Agenda (4 pages)  
- Pre-bid Sign in sheet (1 page)  
- Table of Contents page 1 of 1. Replaces original Capital Projects cover page.  
- Bid form (3 pages). Replaces original bid form.  
- MWBE Reporting Form and Instruction Sheet (2 pages)  
- Supplemental Conditions (City of Charleston). This supersedes various General Conditions of the AIA A-210, 2017 Edition.  
- Links to video and photos (2020 and 2016)

**Additional Information**

1. The City of Charleston Parks Department, Grounds Division, will prune the existing live oak to the north of the north chimney. Do not include pricing in your bid for this work.

**END OF ADDENDUM 1**
City of Charleston  
South Carolina  
Department of Parks

Pre-Bid Conference Agenda

Project: CP 1620 St. Julian Devine Community Center Ph 1 Disassembly of Interior Liners of the Smokestacks  
Date: Thursday, May 6, 2021 at 10:00 AM  
Location of pre-bid conference: #1 Cooper Street, St. Julian Devine Center, Charleston, SC 29403, 3rd Floor Meeting Room

A. Introductions  
1. Project Manager: City of Charleston, Department of Parks – Ed Boineast  
2. Engineers: BPE, Craig Bennett P.E.; John Bennett, PE; and Taylor Frost, Conservator  
4. Deputy Director, Parks-Capital Projects- Edmund Most  
5. Recreation Programs Director: Crystal Reed  
6. Building Manager for Recreation: Eduardo Curry

B. Sign-in Sheet  
1. All attendees shall provide the name of the firm they represent on the sign-in sheet. This shall be the same name as shown on their SC Contractors License and on the Bid Form. **Please make this legible.** Please provide business cards, if available, in case some of the information on the sign-in sheet is not legible.

C. Project Scope  
1. Project Scope includes all work per the plans and specifications. All delegated structural design requirements are included in the plan notes and specifications. Work is limited to the removal of the interior liners ONLY at both stacks.  
2. Engineer will now briefly go over the scope

D. Plans/Specifications  
1. Available from: A&E Digital Printing – 517 King Street, Charleston, SC 29403  
   (aeplanroom.com)  
3. Addenda: Also posted on our Bidline site

E. Written Word  
1. Only the written word as contained in the Bid Documents, including any addenda that may be issued, shall be valid.  
2. It is the Bidders responsibility to read and review all of the Bid Documents, including addenda.
3. Statements made by the Project Manager or the A/E are for the sole purpose of calling the Bidders’ attention to items of importance in the Bid Documents.

4. All questions or requests for clarification must be submitted in writing to the project manager. All responses will be made in the form of addenda to the Bid Documents.

F. Bid Opening
1. Bids will be opened on **Thursday, May 20th, 2021 at 2pm. Location: Department of Parks, 823 Meeting Street, in the front parking area near the picnic table due to social distancing requirements.** Masks to be worn at both the pre-bid and the bid. It is the intent of the City to award a Contract for the lowest responsive bid submitted by a responsible Bidder.

2. Bidders shall not qualify their bid.

3. Bids sent by mail or other special delivery service (UPS, FED-EX, etc.), should be labeled “Sealed Bid Enclosed” and shall be received at the address indicated prior to the time of the bid opening. Bids not received prior to the time of bid opening shall be rejected as being nonresponsive.

4. Bidders shall be responsible for having their bid at the designated place for receiving bids no later than the time set for the bid opening. Once the bidding has been declared closed, all late bids, including bids improperly delivered, shall be rejected as being nonresponsive.

5. Each bid shall have bid security of not less than 5% of the sum of the Base Bid.

6. The successful Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, each in the full amount of the contract price.

7. Bidders should verify their ability to comply with all bonding and insurance requirements prior to submitting a bid. Insurance requirements are described in the draft contract. This will be issued in the first addendum along with this meeting agenda and the sign-in sheet.

8. Bidders shall be licensed in accordance with the requirements of the South Carolina Contractor’s Licensing Board.

G. Bid Form
1. Bidders shall indicate the form of the Bid Security (Bid Bond or cashier’s check) on the Bid Form.

2. Bidders shall acknowledge all addenda.

3. By submitting a bid, Bidders agree that the Base Bid price and the Bid Alternate(s) price(s) shall not be revoked or withdrawn for 60 days.

4. Base Bid shall be shown in figures only.

5. Alternates (when included): Bidders should strike through “ADD” or “DEDUCT” so as to clearly indicate the price adjustment for each alternate.

6. Unit Prices (when included): The Bidder should furnish requested unit prices.

H. Substitutions
1. Materials and products listed in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by the proposed substitution.

2. References in the Bid Documents to the words ‘or equal’ and ‘or approved equal’ shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.

3. Requests for substitutions must be submitted to the PM in writing by Tuesday, May 11, 2021, by 12:00pm. Proof of equality of substitutions is the responsibility of the proposer. The engineer’s decision, via the PM as applicable, to approve or disapprove the requested substitution shall be final.

4. The PM/Architect shall include in an addendum the approved substitutions. Substitution requests not approved by the PM and the A/E may be listed in an addendum at the A/E’s option.

I. Addenda
1. Addendum 1, which will include the list of the attendees and the Pre-Bid Meeting Minutes, will be issued on Friday, May 7th, 2021 by 5:00 PM. Please check A&E digital for all addenda. Addenda
will also be posted on the City’s Bidline site as a convenience only. No plans or specifications are available on that site.

2. **No addenda will be issued later than Friday, May 14th, 2021 by 5:00pm. All questions should be submitted in writing to the project manager by Wednesday, May 12th, by 4:00 pm.**

3. It is the Bidders responsibility to determine, prior to submitting a bid, that all addenda issued have been received.

**J. Time of Contract Performance / Rain Days**

1. The Date of Commencement shall be established in the Notice to Proceed.
2. Number of calendar days for construction to reach Substantial Completion: Refer to the Instructions to Bidders (240 calendar days).
3. Number of calendar days to reach Final Completion: Refer to the contract (30 calendar days).
4. Substantial Completion is considered the ability to use and operate the facility as it is intended. The awarded contractor will be required to complete all work, including punch-list items, and be demobilized in order for the facility to be considered for Final Completion.
5. The Contractor shall install a rain gauge on-site (not near any irrigation heads) and submit logging information and requested rain days along with Payment Applications for approval each month. Per the contract, 5 rain days per month are anticipated in the contractual completion date.
6. Per the contract, work schedule is allowed from 7am to 7pm Monday through Friday. Some weekend work may be permitted given approval from the City in advance.

**K. Liquidated Damages:**

1. Liquidated Damages in the amount of $1,000.00 per day shall be applied for failure to reach Substantial Completion within the contract time limits, and/or for failure to reach Final Completion within the contract time limits. This is not a penalty, but represents the actual calculated loss of revenue, per day, to the City.

**L. Agreements**

1. An incomplete bid, or information not requested that is written on or attached to the Bid Form, could be considered a qualification of the Bid and may be cause for rejection of the Bid.
2. Failure of the Bidder to indicate a price for a Bid Alternate shall render the Bid non-responsive.
3. Bid Alternates may be accepted by the City in any combination or order at the sole discretion of the City.
4. To support the City’s evaluation of the Bidders’ responsibility, it may request the prospective contractor to furnish information on its experience and capability.
5. The successful bidder shall maintain a business license with the City of Charleston for the duration of this contract along with any other licenses required.
6. By signing the Bid, the Bidder certifies that it will provide a “Drug-free Workplace” as required by SC law.
7. The project may be cancelled for the convenience of the City at any time prior to issuance of the Notice to Proceed.

**M. Insurance and Bonds**

1. Bidders should verify their ability to comply with all insurance and bonding requirements of the project prior to submittal of their bid.
2. Insurance requirements are described in the contract (AIA-A101 2017 edition) a draft of which shall be included in addendum #1

**N. Minority Business Enterprise Goals**

1. This project is subject to the goals of the City of Charleston’s Minority Business Enterprise program. POC is Mrs. Ruth Jordan, 843-724-7434, at jordanr@charleston-sc.gov
2. Goals are 20% combined MWBE participation.
3. The MWBE Program requirements are outlined in five pages within the bid documents. All Bidders must complete and return their Affidavits A & B or Affidavit C.
4. Failure to include the required MWBE paperwork will render the bid non-responsive.
5. Mrs. Jordan is a great resource. Please call her if you have any questions or if you need assistance accessing our database of MWBE registered firms.
6. Please note that firms providing dumpsters, clean up services, engineering services, temporary facilities, just to describe a few, and that are registered as an MWBE with Ruth’s office, can be used to increase the % of participation. Certainly, all subcontractors meeting these requirements are to be included in your percentage of MWBE participation. Ruth can help identify firms that can help with pricing and your effort to meet or exceed the goal.
7. **Ms. Jordan will now answer any questions the bidders may have.**

O. **Additional Items from the Architect**

1. Project Plan Review has been initiated with the City of Charleston; it will be the responsibility of the successful bidder to secure the Permit and either upgrade or obtain a City of Charleston Business License prior to any work being started. The permit will be issued free of charge.

P. **Questions**

1. All questions will be answered in writing in the addendum.
2. Questions after the pre-bid conference and during the bidding stage concerning front-end documents should be directed to the PM.
3. The A/E will, when necessary, provide answers to questions and other clarifying information to Bidders by addendum in conjunction with the PM.
4. All lines of communication during the bidding stage should be through the PM via email: boineste@charleston-sc.gov
5. Deadline for questions is Wednesday, May 12th, 2021 by 4:00 PM.

R. **Closing**

1. Addendum 1, which will include the list of the attendees and the Pre-Bid Meeting Minutes, will be issued on Friday, May 7, 2021 no later than 5:00 PM
2. Everyone must acknowledge receipt of the addenda on their bid form.
3. Remind attendees to sign the sign-in sheet and provide all other requested information on the sign-in sheet before leaving the Pre-bid.
4. Please keep in mind:
   a. Late bids shall be rejected as non-responsive.
   b. Bids without proper bid security or qualified bids shall be rejected as nonresponsive.
   c. Bid **ALL** alternates included on the Bid Form if applicable. There are currently no alternates.
   d. **Ensure your base bid includes all of the allowances, if applicable.**

S. **Additional Site Visits**

1. Contact PM for additional site visits @ boineste@charleston-sc.gov

Thanks for your attendance and interest in the City of Charleston.
# Pre-con Attendance Sheet

**Project:** CP 1620  
**Date:** 5/6/2021  10:00 AM  
**Location:** StJDCC, #1 Cooper Street

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>MAILING ADDRESS</th>
<th>TELEPHONE NO.</th>
<th>FAX NO.</th>
<th>CONTACT NAME</th>
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</thead>
<tbody>
<tr>
<td>CC Commonwealth</td>
<td>55 South Long Street, Williamsburg, VA 23185</td>
<td>(716) 650-3409</td>
<td></td>
<td>Jason Seay</td>
</tr>
<tr>
<td>Pravat &amp; Company</td>
<td>8300 Dorchester Rd, Charleston, SC 29412</td>
<td>843-552-6150</td>
<td></td>
<td>Christina McKee</td>
</tr>
<tr>
<td>QS (Quality Staffing)</td>
<td>1695 Brown Town Rd, Mount Pleasant, SC 29464</td>
<td>(912) 224-1981</td>
<td></td>
<td>Sean Hanratty</td>
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<tr>
<td>Bennett Preservation</td>
<td>17 Lockwood Dr. Suite 500, Charleston, SC 29401</td>
<td>843-294-1110</td>
<td></td>
<td>Taylor Frantzi</td>
</tr>
<tr>
<td>Ruth Jordan</td>
<td>City M W B E</td>
<td></td>
<td></td>
<td>Rith J.</td>
</tr>
<tr>
<td>J Hollingsworth</td>
<td>17 Lockwood Dr. Suite 500, Charleston, SC 29401</td>
<td>843-577-8830</td>
<td></td>
<td>John Bennett</td>
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<tr>
<td>Phillips</td>
<td>1005 St. Andrews Blvd, Charleston, SC 29407</td>
<td>843-937-0023</td>
<td></td>
<td>Riedel</td>
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<tr>
<td>USS INC Schley</td>
<td>1005 St. Andrews Blvd, Charleston, SC 29407</td>
<td>843-937-0023</td>
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<td>Alan Schleyer</td>
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**Contract Manager:** Ed Boynest  
**Contract No:** 12-210-0769

---

823 MEETING STREET, CHARLESTON, SC 29403  TEL. (843) 724-7324 FAX (843) 724-7300
PROJECT MANUAL AND CONTRACT DOCUMENTS

FOR

CP 1620 Ph 1 Disassembly of the Interior Liners of the Smokestacks

John Tecklenburg, Mayor

Pre-Bid Meeting (Mandatory): May 6th, 2021 10:00 AM, on-site at #1 Cooper Street, 3rd Floor Meeting Room

Bid Opening Date: May 20th, 2021 2:00 PM at 823 Meeting Street, Parking Lot near picnic table at 823 Meeting Street, Charleston, SC 29403, Parks Department, Second Floor Conference Room

City of Charleston Department of Parks
823 Meeting Street
Charleston, SC 29403

Ed Boinest
boineste@charleston-sc.gov
843-579-7552

April 29th, 2021
CP 1620 Ph 1 Disassembly of the Interior Liners of the Smokestacks at St. Julian Devine Cntr.
City of Charleston Department of Parks

Table of Contents

<table>
<thead>
<tr>
<th>SECTION</th>
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<td>DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS</td>
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<td>S .......................................................................</td>
<td>See Phase 1 drawings.</td>
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</table>
City of Charleston
Bid Form

BID SUBMITTED BY: Name: 
Address: 

FOR PROJECT: CP 1620 - PH 1 DISASSEMBLY OF THE INTERIOR LINERS OF THE ST. JULIAN DEVINE CENTER SMOKESTACKS

OFFER

1. In response to the Invitation for Construction Bids, and in compliance with the Instructions to Bidders for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City of Charleston ("Owner") in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. Bidder has submitted Bid Security as follows in the amount and form requested by the Bidding Documents:
   [ ] Bid Bond with Power of Attorney  [ ] Cashier's Check
   (Bidder check one)

3. Bidder, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related information and data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.

4. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into this Bid:
   ADDENDUM No.(s) ____________________________

5. Bidder acknowledges that neither the Owner nor any of its employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project cancelled for any reason prior to the issuance of the Notice to Proceed.

6. By submitting this Bid, Bidder hereby agrees to all of the terms and conditions of the Invitation for Construction Bids and to all of the terms and conditions of the Instructions to Bidders. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner. Bidder understands that Bid Alternates that are not accepted in an initial award shall remain open for acceptance for the entire period set above and for such longer period as requested by Owner and agreed to by Bidder.

7. Bidder herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the construction work in accordance with the Bidding Documents:
7.1 BASE BID: $ ________

Written: ____________________________

7.2 ALTERNATE BID WORK (as indicated in the Bidding Documents and generally described as follows):
(Bidder shall STRIKE THROUGH "ADD" or "DEDUCT" so as to clearly indicate the price adjustment offered for each alternate)

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<th>ADD/DEDUCT $ _____ (to or from BASE BID)</th>
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<td>ALTERNATE NO. 2:</td>
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<td>ALTERNATE NO. 3:</td>
<td>ADD/DEDUCT $ _____ (to or from BASE BID)</td>
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</table>

7.3 UNIT PRICE WORK
Bidder offers for the Owner's consideration and use the following UNIT PRICES. The UNIT PRICES offered by Bidder indicate the amount to be added to or deducted from the Base Bid for each item-unit combination. UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with Bidder.

<table>
<thead>
<tr>
<th>NO.</th>
<th>ITEM</th>
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<th>UNIT PRICE</th>
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</table>
8. BIDDER’S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER’S IDENTIFICATION NUMBER: __________________________
OR
SOCIAL SECURITY NUMBER: __________________________

9. CONTRACTOR’S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

(Classification) __________________________ (Subclassification) __________________________ (Limitations) __________________________

(SC Contractor’s License Number)

SIGNATURE

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

BY __________________________ (Signature) __________________________ (Date)

______________________________ (Title) __________________________ (Phone)
**WBE Participation Report**

**City of Charleston**

---

**Contractor:**

**SIGNED**

**LEVEL BY:**

**THIS DOCUMENT HAS BEEN REVIEWED AT THE PROJECT**

**TOTAL WBE COMMITTED-TO-DATE:**

<table>
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<tr>
<th>CONTRACT</th>
<th>% OF SUBCONTRACT</th>
<th>AMOUNT</th>
<th>NEW CONTRACT AMOUNT</th>
<th>ORIG. SUBCONTRACT</th>
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**REVIEWED WBE AMOUNT $**

**REVISED WBE GOAL %**

**REPORT NO.:**

---

**REPORT PERIOD:**

---

**DATE:**

---

**REVIEWED WBE AMOUNT $**

**REVISED WBE GOAL %**

---

**PROJECT NAME/NO. (S):**

---

**CONTRACTOR:**

---

**STATED THAT THE ABOVE STATED IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE**

---

**SIGNATURE:**

---

**REMARKS**

---

**CONTRACTOR:**

---

**SIGNED**
Joint Ventures between non-M/WBE and an M/WBE: Only that portion of the work for which the M/WBE is responsible may be used to satisfy the requirement.

When the prime contractor is an approved M/WBE, it will only be necessary to complete the Total M/WBE earnings-to-date.

Show on the form must be completed including the total earnings of each approved M/WBE.

Upon completion of the work, a final M/WBE participation report will be required and submitted to the Project Manager prior to final payment. All information shown on the form must be completed and submitted with each pay request.

This form should be updated and submitted to the Project Manager with each pay request.

The prime contractor may not change M/WBE firms without prior written approval of the City. The prime contractor must explain how the M/WBE goal will be met.

The Project Manager will forward to the Manager of Minority Business Enterprise.

When the approved M/WBE is to provide materials, goods or services, this completed form must be submitted to the Project Manager. Upon receipt of this form, the M/WBE will begin any materials, goods or services.

GENERAL INFORMATION

The form may delay monthly progress payments.

1. Report Number

This form must be submitted with each pay request, beginning with the first pay request.

Future forms, this form must be submitted with each pay request, beginning with the first pay request.

The amount earned must be included on the total monthly progress payments.

In order to receive credit toward the contractor M/WBE goal, the prime contractor must complete the reverse side and submit this form to the Project Manager.

INSTRUCTIONS TO CONTRACTOR

1. Report Number

4. Percent of Contract

2. Date

3. Earnings To-Date

5. Certification

The contractor or the authorized representative must sign this form prior to submitting. Failure to complete and submit this form.
AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

City of Charleston
Department of Parks
823 Meeting Street
Charleston, SC 29403
Attn: Ed Boinest

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

« »

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

« »

CP 1620 St. Julian Devine Chimneys Phase 1 Disassembly of the Interior Liners

« »

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

Bennett Preservation Engineers
17 Lockwood Drive, Suite 500
Charleston, SC 29401
Attn: Taylor Frost

The Owner and Contractor agree as follows:

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS
2 THE WORK OF THIS CONTRACT
3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4 CONTRACT SUM
5 PAYMENTS
6 DISPUTE RESOLUTION
7 TERMINATION OR SUSPENSION
8 MISCELLANEOUS PROVISIONS
9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion
§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)
Not later than «two hundred forty days» («240») calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Substantial Completion Date</th>
</tr>
</thead>
</table>

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be «$ TBD» ($« »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

<table>
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<tr>
<th>Item</th>
<th>Price</th>
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</table>

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
<th>Conditions for Acceptance</th>
</tr>
</thead>
</table>

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
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</table>

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
</table>

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

«$1,000 per day»

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »
ARTICLE 5  PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect/Engineer not later than the « 5th » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « 5th » day of the « following » month. If an Application for Payment is received by the Architect/Engineer after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « thirty » (« 30 ») days after the Architect/Engineer approves the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect/Engineer may require. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;
.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
.3 That portion of Construction Change Directives that the Architect/Engineer determines, in the Architect/Engineer’s professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;
.2 The amount, if any, for Work that remains uncorrected and for which the Architect/Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect/Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« Ten (10%) percent »
§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

«Owner will consider reduction of retainage to five-percent (5%) at fifty percent (50%) completion and providing project is on schedule.»

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
.1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
.2 a final Certificate for Payment has been issued by the Architect/Engineer.
.3 consent of surety has been executed.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect/Engineer’s final Certificate for Payment, or as follows:

« »

§ 5.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 6   DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect/Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect/Engineer.)
§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[ « » ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ « » ] Litigation in a court of competent jurisdiction

[ «X» ] Other (Specify)

«Once the parties have made a good faith effort to mediate, and those efforts have failed, then binding arbitration pursuant to section 15.4 and the South Carolina Uniform Arbitration Act, S.C. Code Ann. Sec. 15/48-10, et. seq.»

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Inset the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

«Current pay request due only, as applicable.»

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELENNEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bennett Preservation Engineers
17 Lockwood Drive, Suite 500
Charleston, SC 29401
Attn: Taylor Frost
843-577-8850
tfrost@bpengineers.com

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

« »
§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

§ 9.1 This Agreement is comprised of the following documents:
.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.5 Drawings

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.6 Specifications

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<th>Title</th>
<th>Date</th>
<th>Pages</th>
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.7 Addenda, if any:

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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.
.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] Supplementary and other Conditions of the Contract:

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<th>Title</th>
<th>Date</th>
<th>Pages</th>
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.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)  
John J. Tecklenburg  
Mayor  

CONTRACTOR (Signature)  

(Printed name and title)
CITY OF CHARLESTON
SUPPLEMENTARY CONDITIONS
A201-2017

The following supplementary conditions modify and supercede the “General Conditions of the Contract for Construction,” AIA Document A201-2017. Where a portion of a section of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect. In the event of any conflict between these Supplementary Conditions and any other contract documents, the provisions of these Supplementary Conditions shall govern.

ARTICLE 1-GENERAL PROVISIONS

1.1.1 THE CONTRACT DOCUMENTS

1. Add the following sentence at the end of Paragraph 1.1.1:

“The executed Contract Documents signed by the Owner and Contractor shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority: Change Order, and Construction Change Directive, with later date having priority Agreement.
Second Priority: Agreement, including supplementary conditions
Third Priority: Addenda with later date having greater priority
Fourth Priority: Modifications to General Conditions
Fifth Priority: General Conditions
Sixth Priority: Drawings and Specifications
Seventh Priority: Bid Documents”

ARTICLE 2-OWNER

2.1.1 GENERAL

1. Add the following Clause 2.1.1.1 to Paragraph 2.1.1:

“§ 2.1.1.1 The legal name of the Owner of the Work is:

City of Charleston
Department of Parks
Capital Projects Division
823 Meeting Street
Charleston, SC 29403”

2. Delete Paragraph 2.1.2 and replace it with the following:
“§ 2.1.2 The Owner shall furnish to the Contractor within 15 days after receipt of the written request, a correct statement of the record legal title to the property on which the project is located, usually referred to as the site, and the Owner’s interest therein.”

2.2 EVIDENCE OF OWNER’S FINANCIAL ARRANGEMENTS

1. Remove the following sentence from Paragraph 2.2.1:

“The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

2. Remove the following sentence from Paragraph 2.2.2:

“If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor’s request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.”

3. The first sentence of Paragraph 2.2.4 shall be modified to read as follows:

“§ 2.2.4 All information furnished under this Section 2.2 shall be deemed “confidential.” The Contractor shall keep the information confidential and shall not disclose it to any other person.”

4. The first sentence of Paragraph 2.3.4 shall be modified by replace “shall” to “may” and will not read as follows:

“The Owner may furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.”

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

1. Delete Paragraph 2.3.4 in its entirety.

2. Delete Paragraph 2.3.6 and substitute the following:
“§ 2.3.6 The Contractor will be furnished free of charge one copy of the Contract Documents. Additional sets will be furnished at the cost of reproduction, postage and handling.”

2.4 OWNER’S RIGHT TO CARRY OUT THE WORK

1. Add the following Clause Paragraph 2.5.1 to Paragraph 2.5:

“§ 2.5.1 If, after achieving Substantial Completion, the Contractor then defaults, or neglects to complete or fails to provide resources adequate to complete the Project within the adjusted Contract Time for Final Completion as defined in Subparagraph 8.2.5, the Owner may carry out the work after giving the Contractor a single seven-day written notice of the Contractor’s default or neglect. In such case, an appropriate Change order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner’s expenses, including attorney fees, and compensation for the Architect’s additional services made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor or its Surety shall pay the difference to the Owner.”

ARTICLE 3-CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

1. Add the following sentence to Paragraph 3.2.1:

“§ 3.2.1 Extra payment will not be authorized for work that could have been determined by careful examination of the site and conditions.”

2. Add the following Paragraph 3.2.5 to Section 3.2:

“The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor’s requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided informant, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.”

3.4 LABOR AND MATERIALS

1. Add the following Paragraphs 3.4.4 and 3.4.5 to Section 3.4:

“§ 3.4.4 The Contractor shall disclose the existence and extent of financial interest, whether direct or in direct, that Contractor has in subcontractors or material suppliers which Contractor may propose for the project.
§ 3.4.5 Products are generally specified by ASTM or other referenced standards, or by manufacturer’s name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting the standard, by any manufacturer. When several products by manufacturer are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. When only one product and manufacturer is specified, there shall be no substitution or exception.”

2. Add the following Clauses 3.4.1.1 and 3.4.1.2 to Paragraph 3.4.1:

“§ 3.4.1.1 The Contractor shall not allow the use of asbestos containing products, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work, even if the products are nonfriable and/or contain minimal amounts of asbestos, and even though such products may still be legally installed.

§ 3.4.1.2 The Contractor shall not allow the use of lead materials in public water applications. Lead free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead free solder and flux are defined as containing less than 0.2% lead, while valves, pipes and appurtenances must contain less than 8.0% lead.”

3.5 WARRANTY

1. Add the following sentence at the end of Paragraph 3.5.1:

“Should the abuse, modification, insufficient or improper maintenance, improper operation or other cause of damage be done by the Contractor, it shall be the Contractor’s responsibility to correct the Work.”

2. Insert the following sentence to the end of Paragraph 3.5.1 to read as follows:

“§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse of others (excluding Contractor’s subcontractors or sub-subcontractors), alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All warranties from subcontractors, suppliers and manufacturers shall be assigned to the Owner or have the Owner named as an additional obligee on the warranty.”
3. Add the following Clauses 3.5.3 through 3.5.10 to Paragraph 3.5:

"§ 3.5.3 The Contractor shall be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Architect may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of the Architect, would lead to a reasonable certainty that any material used, or proposed to be used in the Work meets the requirements of the Contract Documents. All such data shall be furnished at the Contractor’s expense. This provision shall not require the Contract to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed at the Contractor’s expense.

§ 3.5.4 In all cases in which a manufacturer’s name, trade name, or its proprietary designation is used in connection with materials or articles to be furnished under this Contract, whether or not the phrase “or equal” is used after such name, the Contractor shall furnish the product of the named manufacturer(s) without substitution, unless a written request for a substitute has been submitted by the Contractor and approved in writing by the Architect as provided in Subparagraph 3.5.4.

§ 3.5.5 If the Contractor proposes to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the Contractor shall inform the Architect in writing of the nature of such deviations at the time the material is submitted for approval, and shall request written approval of the deviation from the requirements of the Contract Documents.

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

§ 3.5.7 The Contract Documents are intended to produce a Project of consistent character and quality of design. All components of the Project including visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance of the Project. The Architect will judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits. The Architect will not approve as equal to materials specified, proposed substitutes which, in the Architect’s opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the Project. In order to permit coordinated design of color and finishes the Contractor shall, if required by the Architect, furnish the substituted material in any color, finish, texture, or pattern which would have been available from the manufacturer originally specified, at no additional cost to the Owner.
§ 3.5.8 Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Owner or the Architect, unless such substitution was made at the written request or direction of the Owner or the Architect.

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

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

3.6 TAXES

1. Add the following Paragraph 3.6.2 to Paragraph 3.6:

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

3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

1. Delete Paragraph 3.7.1 and substitute the following:

“§ 3.7.1 The Contractor shall apply for, secure and pay for the Building Permit and the permits, governmental fees, licenses and inspections necessary for proper execution and completion of the Work, including, but not limited to, a City of Charleston Business License.”

2. Add the following Clause 3.7.1.1 to Paragraph 3.7.1:

“§ 3.7.1.1 Building Permits are issued through the City of Charleston Building Department.”

3. Insert the following sentence to Paragraph 3.7.3 so that it reads as follows:

“§ 3.7.3 It is the Contractor’s responsibility to review the Contract Documents prior to implementation and ensure that the plans comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the
Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.”

3.10 CONTRACTOR’S CONSTRUCTION AND SUBMITTAL SCHEDULES

1. Sections 3.10.1 and 3.10.2 are deleted and replaced with the following:

“§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner’s and Architect’s information a Contractor’s construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

This Schedule shall:

§ 3.10.1.1 indicate the dates for the start and completion of the various elements of the Work, and shall be affirmed or revised monthly as required by conditions of the Work and upon execution of a Change Order that affects time.

§ 3.10.1.2 provide a graphic representation of activities and events that will occur during performance of the Work in sufficient detail, and as acceptable to the Owner, to show the sequencing of the various trades for each floor level, wing, or work area;

§ 3.10.1.3 identify each phase of construction and occupancy; and

§ 3.10.1.4 set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as “Milestone Dates”).

§ 3.10.2 The Contractor shall prepare and keep current, for the Architect’s approval, a schedule of submittals which is coordinated with the Contractor’s construction schedule and allows the Architect reasonable time to review submittals.

§ 3.10.3 The Contractor shall perform the Work in accordance with the most recent schedules submitted to and approved by the Owner.

§ 3.10.3.1 If the Contractor submits a schedule or schedule progress report indicating an intention to achieve Substantial or Final Completion of the Work or any portion thereof, prior to any completion date required by the Contract Documents or to the expiration of the Contract Time, no liability to the Owner for any failure of the Contractor to do so complete the Work shall be created or implied. The Contractor shall not be entitled to an adjustment in the Contract Sum or the Contract Time for failure to achieve such early completion dates.”
3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES


2. Add Paragraph 3.12.11 to Section 3.12:

"§ 3.12.11 The Architect’s review of Contractor’s submittals will be limited to examination of an initial submittal and one resubmittal. The Architect’s review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contractor Sum amounts paid to the Architect for evaluation of such additional resubmittals."

3. Insert the following clauses to Paragraph 3.12.5:

"§ 3.12.5.1 Sprinkler shop drawings shall be prepared by a licensed sprinkler Contractor. The sprinkler shop drawings shall be reviewed and approved by the Architect’s engineer of record before submittal to the City of Charleston Fire Marshal or other authorities having jurisdiction.

§ 3.12.5.2 The Contractor shall submit a copy of the City of Charleston Fire Marshal’s approval letter to the Architect."

3.18 INDEMNIFICATION

1. Sections 3.18.1 and 3.18.2 are deleted in their entirety and replaced with the following:

"§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, its agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting, in whole or in part, from performance of the Work, or by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the Architect, its subconsultants or a party indemnified hereunder. The Contractor is not required to indemnify the Owner if such claims or damages are caused solely by the Owner. This indemnity obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18. The Owner shall be entitled to recover attorney fees and costs incurred in pursuing or enforcing these indemnity obligations.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages,
compensation, or benefits payable by or for the Contractor or a Subcontractor under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 The obligations of the Contractor under this Paragraph 3.18 shall not extend to the liability of the Architect, the Architect’s consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect’s consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.”

ARTICLE 4-ARCHITECT

4.1 GENERAL

1. Delete section 4.1.1 and replace with the following:

“The term “Architect,” “Architect/Engineer,” or “A/E” is the entity named as such in the “Invitation For Construction Bids”.”

2. Add Clause 4.1.3 to Paragraph 4.1 that reads as follows:

“§ 4.1.3 If the employment of the architect is terminated, the owner shall employ a successor architect as to whom the contractor has no reasonable objection and whose status under the contract documents shall be that of the architect.”

4.2 ADMINISTRATION OF THE CONTRACT

1. Clauses 4.2.1, 4.2.2, 4.2.3 and 4.2.4 are deleted in their entirety and replaced with the following:

“§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents, and will be an Owner’s representative (1) during construction, (2) until final payment is due and (3) with the Owner’s concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. Notwithstanding these responsibilities, no act or omission by the Architect shall be considered a waiver of any of the Owner’s rights or interests. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The Architect, as a representative of the Owner, will visit the site as necessary to fulfill its obligations to the Owner for inspection services, and, at a minimum, to assure conformance with the Architect’s design as shown in the Contract Documents and to observe the progress and quality of the various components of the Contractor’s Work. The Architect will (1) keep the Owner informed about the progress and quality of Work completed, (2) endeavor to guard the Owner against defects and deficiencies in the Work,
and (3) determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor."

§ 4.2.3 The Architect will not be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner."

2. Clause 4.2.11 is deleted in its entirety and replaced with the following:

“§ 4.2.11 The Architect will, in the first instance, interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. Upon receipt of such request, the Architect will promptly notify the non-requesting party in writing of the details of such request. The Architect’s response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until fourteen (14) days after written request is made for them.

4.2.11.1 Subject to review pursuant to Paragraphs 4.3, 4.4 and 4.5, as appropriate, the Contractor shall proceed diligently with performance of the Contract in accordance with the Architect’s written interpretations or decisions and the Owner shall continue to make payments in accordance with the Contract Documents.”
3. Add the following Clause 4.2.15 to Paragraph 4.2:

"§ 4.2.15 In the Specifications or on the Drawings, where the words “as directed,” “as required,” “as approved,” “as permitted” or words of like effect are used, it is to be understood that direction, requirement, approval or permission of the Architect is intended. Similar words, such as “approved,” “acceptable,” “satisfactory,” or words of like import mean approved by, acceptable to, or satisfactory to the Architect.”

ARTICLE 5-SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

1. The Contractor shall be required to submit a list of identifying proposed subcontractors to the Owner for review and approval with the Bid Form.

2. Add the following sentence to Clause 5.2.4:

“The Contractor’s Request for Substitution must be made to the Architect in writing, accompanied by supporting information.”

3. Add the following clause 5.2.5 to Paragraph 5.2:

“§ 5.2.5 To the extent it applies, the substitution of a subcontractor is governed by the laws of the State of South Carolina. Paragraph 5.2 is to be construed as complementary thereto.”

5.3 SUBCONTRACTUAL RELATIONS

1. Add the following sentence at the end of Paragraph 5.3:

“All subcontracts shall specifically provide that the Owner is an intended third-party beneficiary of the subcontract. All subcontracts shall be in writing and in form and substance substantially similar to the Contractor’s standard form subcontract.”

2. Add Clauses 5.3.1 Paragraph 5.3:

“In addition, every subcontract shall:

1. Require that such Work be performed in accordance with the requirements of Contract Documents;
2. Require the Subcontractor to carry and maintain liability insurance adequate with respect to the type of Work the Subcontractor will be performing;
3. Require the Subcontractor to furnish such certificates and waivers of liens as any lender or title insurer may reasonably request prior to receiving any payments for
Work performed, including releases of claims and waivers of mechanics lien rights to the extent permitted by law;

4. Indemnify the Owner to the same extent as required by the Contractor under the Contract Documents;

5. Make the same warranties for the applicable portion of the Work to the Owner as required by the Contractor under the Contract Documents; and

6. Agree to the dispute resolution procedures as set forth in the Contract Documents.”

3. Add Clauses 5.3.2, with subsections to Paragraph 5.3:

“§ 5.3.2 Without limitation on the generality of the foregoing, each Subcontract agreement and each Sub-subcontract agreement shall include, and shall be deemed to include, the following:

§ 5.3.2.1 An agreement that the Owner is a third-party beneficiary of the Subcontract (or Sub-subcontract), entitled to enforce any rights thereunder for its benefit, and that the Owner shall have the same rights and remedies against the Subcontractor (or Sub-subcontractor) as the Contractor (or Subcontractor) has, including but not limited to the right to be compensated for any loss, expense, or damage of any nature whatsoever incurred by the Owner resulting from any breach of representations and warranties, expressed or implied, if any, arising out of the agreement and any error, omission, or negligence of the Subcontractor (or Sub-subcontractor) in the performance of any of its obligations under the agreement; and,

§ 5.3.2.2 A requirement that the Subcontractor (or Sub-subcontractor) promptly disclose to the Contractor (or Subcontractor) any defect, omission, error, or deficiency in the Contract Documents or in the Work of which it has, or should have had, knowledge; and,

§ 5.3.2.3 The following Paragraphs or Subparagraphs as appropriate, of the Conditions of the Contract: 3.2, 3.5.1, 3.18, 4.3.10, 5.4, 13.1, 13.13, 14.3 and 14.4.

§ 5.3.3 The Contractor shall assure the Owner, by affidavit or in such other manner as the Owner may approve, that all agreements between the Contractor and its Subcontractor(s) incorporate the provisions of Subparagraph 5.3.1 and 5.3.2 as necessary to preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the work to be performed by Subcontractors so that the subcontracting thereof will no prejudice such rights.

§ 5.3.4 Upon request, the Contractor shall provide to the Owner copies of all executed or issued subcontracts, purchase orders and other documents related to the Work.”

ARTICLE 7-CHANGES IN THE WORK

7.2 CHANGE ORDERS

1. Add the following sections (4) – (5) to paragraph 7.2.1:
“4 The Contractor shall not proceed with the Work of the Change Order until the Change Order is approved by the Owner. Any adjustment in the Contract Sum made pursuant to this Paragraph 7.2 shall be determined in accordance with Paragraph 7.5 of this Contract.

.5 All Change Orders shall be submitted on City of Charleston form, “Construction Change Order,” with appropriate documentation attached.”

2. Add the following Clause 7.2.2 to Paragraph 7.2:

“§ 7.2.2 Contractor’s signatures on a change order is a full, final and complete waiver of any and all claims, demands, impact costs, damages or causes of action arising out of or related to the change orders.”

7.3 CONSTRUCTION CHANGE DIRECTIVES

1. In the first sentence of Paragraph 7.3.4, delete the words “an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount” and substitute “an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, in accordance with Paragraph 7.3.11.”

2. Add the following sentence to Paragraph 7.3.7:

“The Contractor agrees that when it executes a Change Order, it waives any and all further claims for damages or time extensions for the matters contained in the Change Order and that certifies that it has been fully compensated for all aspects of the Change Order.”

3. Delete 7.3.9 in its entirety.

7.4 MINOR CHANGES IN WORK

1. Modify Paragraph 7.4 as follows:

“The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect’s order for minor changes shall be in writing and shall be binding on the Owner and Contractor, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.”

7.5 PRICE ADJUSTMENTS

1. Reinsert Paragraph 7.5 and its associated subparts thereto as follows:

“§ 7.5.1 Methods of Adjustment. Any adjustment in the Contract Sum made pursuant to this Paragraph 7.5 shall be consistent with this Contract and shall be arrived at through whichever
one of the following ways in the most valid approximation of the actual cost to the Contractor.

7.5.1.1 by agreement on a fixed price adjustment;
7.5.1.2 by unit prices specified in the Contract or subsequently agreed upon;
7.5.1.3 by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
7.5.1.4 in such other manner as the parties may mutually agree; or,
7.5.1.5 in the absence of agreement by the parties, through a unilateral initial determination by the Architect of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Architect in accordance with Clause 7.5.3.2, but subject to final resolution in accordance with the provisions of Paragraph 4.5, it being acknowledged that the unilateral initial interpretation by the Architect is respected, but advisory.

§ 7.5.2 Final Agreement
When any adjustment in the Contract Sum made pursuant to clauses in this Contract becomes final (e.g., by agreement or dispute resolution), the adjustment shall be computed and documented on City of Charleston “Construction Change Order.”

§ 7.5.3 Documentation of cost reasonableness
§ 7.5.3.1 Contractor's Change Order Proposal. The Contractor shall submit a written proposal for review by the Architect and the Owner. The proposal shall be submitted to the Owner's representative within the time limits specified in the Subparagraph 4.3.2. All costs claimed by the Contractor shall be justifiable compared with prevailing industry standards, as adjusted for local cost conditions. Costs shall be properly itemized and supported by substantiating data sufficient to permit evaluation before commencement of the pertinent performance or as soon thereafter as practicable.

§ 7.5.3.2 Construction Change Directives. For a Construction Change Directive wherein the proposed method of compensation is actual costs, and pending the collection and evaluation of actual costs as required Clause 7.5.1.3, the Contractor shall estimate the value of the changed Work. The Contractor shall itemize the estimated cost into building components and shall use the labor, material and equipment unit direct costs as listed in the most current issue of the Construction Cost Data Book most applicable to the nature of the changed Work, as published by R.S. Means, with a cost index adjusted for the project locale. The Contractor shall also be permitted to add overhead and profit as shown in Subparagraph 7.5.4. Where the Contractor does not properly itemize the proposed costs as requested, the Architect shall provide the Owner with the itemization and this amount shall be the initial basis for compensation under Subparagraph 7.3.8. Upon conversion of the Construction Change Directive to a Change Order, the Architect's cost for providing this itemization shall be deducted from the final adjustment in the Contract Sum as described in Clause 7.3.7.

§ 7.5.4 Agreed Overhead And Profit Rates
§ 7.5.4.1 For any adjustment to the Contract Sum for which overhead and profit may be recovered, other than those made pursuant to Subparagraph 4.3.9, the Contractor agrees to charge and accept, as full payment for overhead and profit, the following percentages of costs attributable to the change in the Work. The percentages cited below shall be considered to include all indirect costs including, but not limited to: field and office managers, supervisors and assistants, incidental job burdens, small tools, and general overhead allocations.

"Commission" is defined as profit on work performed by others. The allowable percentages for overhead, profit, and commission area as follows:

1. To the Contractor or subcontractors on work performed by their own forces:

<table>
<thead>
<tr>
<th>Overhead (%)</th>
<th>Profit (%)</th>
<th>Commission (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>7</td>
<td>0</td>
</tr>
</tbody>
</table>

2. To the Contractor on worked performed by its subcontractors:

<table>
<thead>
<tr>
<th>Overhead (%)</th>
<th>Profit (%)</th>
<th>Commission (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>0</td>
<td>3</td>
</tr>
</tbody>
</table>

3. To a first tier subcontractor on work performed by its subcontractors:

<table>
<thead>
<tr>
<th>Overhead (%)</th>
<th>Profit (%)</th>
<th>Commission (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>0</td>
<td>3</td>
</tr>
</tbody>
</table>

§ 7.5.4.2 Not more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers.

§ 7.5.4.3 The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors.

§ 7.5.4.4 Using the percentages stated in Clause 7.5.4.1, any adjustment to the Contract Sum for deleted work shall include any overhead, profit and/or commission attributable to the cost for the deleted Work.

§ 7.5.4.5 If the Contractor initiates a Change Order proposal and the Owner is not obligated to pay for all or any part of the proposal, then the Contractor shall be responsible for any Architect’s fees to evaluate and process that Change Order proposal. Compensation shall be based on the Owner’s contract with the Architect and the rates for Additional Services contained therein, and shall be withheld from the final payment.

§ 7.5.5 Cost Or Pricing Data
§ 7.5.5.1 The Contractor shall submit cost or pricing data for any element of changed Work (other than Unit Price Work), and shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of a mutually determined specified date prior to the date of the pricing. This data shall be itemized and supported by substantiating data sufficient to permit evaluation before commencement of the pertinent Work, or as soon thereafter as practicable, and shall be justifiably compared with prevailing industry standards, as adjusted for local conditions. As requested by the Architect or the Owner, the Contractor’s submittal shall provide an itemized breakdown of all increases and decreases in the Contract for the Contractor and each subcontractor (at any tier) in at
least the following detail: material, equipment and supply quantities and costs; direct labor hours and rates for each trade; the associated FICA, FUTA, SUTA, and Worker’s Compensation Insurance; equipment hours and rates, and costs of premiums for bonds and insurance, permit fees and sales, use or similar taxes related to the Work.

§ 7.5.5.2 Any Change Order or Change Directive for which certification is required shall contain a provision that the price to the Owner, including profit or fee, shall be adjusted to exclude any significant sums by which the Owner finds that such price was increased because the cost or pricing data furnished by the Contractor was inaccurate, incomplete or not current as of the date agreed upon between the parties. Notwithstanding Subparagraph 9.10.4, such adjustments may be made after final payment and shall not be deemed to be waived.”

ARTICLE 8-TIME

1. Insert the following Clauses 8.2.4 to 8.2.12 to Paragraph 8.2:

§ 8.2.4 Failure by the Contractor to commence actual physical work on the project within twenty-one (21) days from the Date of Commencement, as established in the Notice to Proceed, will entitle the Owner to consider the Contractor in substantial breach of its obligations under this Contract. In this event, the Owner may withdraw the Notice to Proceed and terminate the Contract in accordance with the Contract Documents.

§ 8.2.5 Within two (2) weeks after award of the Contract, the Contractor shall submit to the Architect a Progress Schedule showing for each class of Work included in the Schedule of Values, the percentage completion to be obtained and the total dollar value of Work to be completed as of the first of each month until Substantial Completion. All calculations shall be on the basis of Work in place, but not including the value of materials delivered but not in place.

§ 8.2.6 The Progress Schedule shall be based on an orderly progression of the Work, allowing adequate time for each operation (including adequate time for submission and review of submittals), and leading to a reasonable certainty of Substantial Completion by the date established in the Agreement. The Progress Schedule will be reviewed by the Architect for compliance with the requirements of this Article and will be accepted by the Architect or returned to the Contractor for revision and resubmittal. Unless specifically required by law, no payment under this Contract shall be due until the Progress Schedule has been approved by the Architect.

§ 8.2.7 If in any Application for Payment the total value of the completed Work in place, as certified by the Architect, is less than ninety percent (90%) of the total value of the Work in place estimated in the Progress Schedule, the Owner may, at the Owner’s option, require the Contractor to accelerate the progress of the Work without cost to the Owner by increasing the work force or hours of work, or by other reasonable means approved by the Architect.
§ 8.2.8 If each of three successive applications, as certified by the Architect, indicate that the actual work completed is less than ninety percent (90%) of the values estimated in the Progress Schedule to be completed by the respective dates, the Owner may at the Owner’s option, treat the Contractor’s delinquency as a default justifying the action permitted under Paragraph 14.2.

§ 8.2.9 If the Architect has determined that the Contractor should be permitted to extend the time for completion as provided in Paragraph 8.3, the calendar dates in the Progress Schedule shall be adjusted accordingly to retain their same relationship to the adjusted date of Substantial Completion, and the dollar value of Work to be completed as of the first of each month shall be adjusted pro rata.

§ 8.2.10 If the Contractor fails to submit any Application for Payment in any month, the Architect will, for the purpose of this evaluation of progress, certify separately to the actual value of the Work in place completed as of the first of the month to the best of the Architect’s knowledge.

§ 8.2.11 Nothing herein shall limit the Owner’s right to liquidated damages for delays by the Contractor or to any other remedy which the Owner may possess under other provisions of the Contract Documents or by law.

§ 8.2.12 The Contractor shall prepare Daily Reports of job site activities in a form provided by the Owner. Reports shall be submitted to the Owner and the Architect on a weekly basis.”

8.3 DELAYS AND EXTENSIONS OF TIME

1. Add Clauses 8.3.4 to 8.3.7 to Paragraph 8.3 to read as follows:

"§ 8.3.4 The Contractor shall, within twenty-one (21) days after the beginning of such delay notify the Owner and Architect, in writing, of the causes of the delay. The Architect will then ascertain the facts and extent of delay, and notify the Contractor within twenty-one (21) days of the Owner’s decision in this matter. Notice of delay and requests for extension of time shall set forth the cause, and number of additional working days Contractor desires Contract extended.

§ 8.3.5 No claims for extension of time will be considered when based on delays caused by conditions existing at the time bids were received, and of which the Contractor might be reasonably expected to have full knowledge at the time of bidding, or upon delays caused by failure on the part of the Contractor to anticipate properly the requirements of the work contracted for as to materials, labor and equipment. All claims for extension of time shall be made in writing to the Architect with the next application for payment.

§ 8.3.6 No claim for delay shall be allowed on account of failure of the Architect to furnish Drawings, Specifications, or instructions or to return Shop Drawings or samples until fifteen (15) days after receipt by the Architect by registered or certified mail of
written demand for such instructions, Drawings, or Samples, and not then unless such claim be reasonable.

§ 8.3.7 The Contractor hereby agrees that the Contractor shall have no Claim for damages of any kind against the Owner or the Architect on account of any delay or suspension of any portion of the Work, whether such delay is caused by the Owner, the Architect, or otherwise. The Contractor acknowledges that the Contractor’s sole remedy for any such delay and/or suspension will be an extension of time provided in this Article.”

ARTICLE 9-PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

1. Remove Paragraph 9.1.2 in its entirety.

9.2 SCHEDULE OF VALUES

1. Add Clause 9.2.1 to Paragraph 9.2 stating as follows:

"Any schedule of values or trade breakdown that fails to include sufficient detail, is unbalanced, or exhibits “front-loading” of the value of the Work, shall be rejected. If either the schedule of values or trade breakdown had been initially approved and subsequently used, but later was found improper for any reason, then sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Work."

9.3 APPLICATIONS FOR PAYMENT

1. Delete Paragraph 9.3.1 and Clauses 9.3.1.1 and 9.3.1.2 in their entireties and substitute the following:

"9.3.1 Applications for payment shall be made at approximately 30 day intervals in accordance with the dates established in the Standard Form of Agreement Between Owner and Contractor. At least 28 days before each progress payment falls due, the Contractor shall submit to the Architect, an itemized Application for Payment, supported by such data substantiating the Contractor’s right to payment as the Owner or the Architect may require, and shall reflect retainage if provided for in the Contract Documents. The form of Application for Payment shall be AIA Document G702 (1992)-Application and Certificate for Payment, supported by AIA Document G703 (1992)-Continuation Sheet. The Architect will authorize, as provided in Paragraph 9.4 and until the final pay request, monly payments equal to ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work, and allocable to material and equipment suitably stored until the total value of the completed Work in place is less than fifty percent (50%), as certified by the Architect, at which time the above-stated ninety percent (90%) shall be modified, at the option of the Owner, to ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the
Work, and allocable to material and equipment suitably stored. After fee reduction has taken place, if the quality or progress of the work decreases or slows down, in the opinion of the architect, full retainage may be reinstated until the completion of the work.

9.3.1.1 Such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives but not yet included in Change Orders.

9.3.1.2 Contractor shall submit with each monthly Application for Payment 1) an Affidavit with payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the previous Application was submitted and the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, and 2) release or waivers of liens arising out of the Contract from each Subcontractor, material supplier, and laborer of the Contractor.”

2. Add the following sentence and Clauses 9.3.2.1 through 9.3.2.7 to Paragraph 9.3.2:

“Payment to Contractor for materials stored off site is discouraged. Where circumstances indicate that the Owner’s best interest is served by off-site storage, the Contractor shall make written request to the Architect for approval to include such material costs in his next progress payment. The Contractor’s request shall include the following information:

(1) A list of the fabricated materials consigned to the project (which shall be clearly identified), giving the place of storage, together with copies of invoices and reasons why materials cannot be delivered to the site.
(2) Certification that items have been tagged for delivery to the project that they will not be used for another purpose.
(3) A letter from the Bonding Company indicating agreement to the arrangements and that payment to the Contractor shall not relieve either party of their responsibility to complete the project.
(4) Evidence of adequate insurance coverage the material in storage, which shall name the Owner as an Additional Insured.
(5) Costs incurred by the Architect to inspect material in off-site storage shall be paid by the Contractor.
(6) Subsequent pay requests shall itemize the materials and their cost that were approved on previous pay requests and remain in off-site storage.
(7) When a partial payment is allowed on account of material delivered on the site of the Work or in the vicinity thereof or under possession and control of the Contractor but not yet incorporated therein, such material shall become the property of the Owner, but if such material is stolen, destroyed or damaged by casualty before being used, the Contractor will be required to replace it at his own expense.”

3. Add Clause 9.3.4 to paragraph 9.3 stating as follows:

“§ 9.3.4 Each Application for Payment or periodic estimate requesting payment shall be accompanied at the Owner’s option by (i) a waiver of liens from each subcontractor or
(ii) a certificate from each subcontractor stating that the subcontractor has been paid all
amounts due the subcontractor on the basis of the previous periodic payment to the
Contractor, or else stating the amount not so paid and the reason for the discrepancy. In
the event of any such discrepancy, the Contractor shall furnish the Contractor’s own
written explanation to the Owner through the Architect. Such waiver or certificate shall
be in a form acceptable to the Owner.”

9.5  DECISIONS TO WITHHOLD CERTIFICATION

1. Add the following subsections 9.5.1(8) to (10) to Paragraph 9.5:

“.8 a lien or attachment is filed; or
.9 failure of mechanical trade or electrical trade subcontractors to comply with
mandatory requirements for maintaining record drawings. The contractor shall
check record drawings each month. Written confirmation that the record drawings
are current will be required by the Architect before approval of the Contractor’s
monthly payment requisition.

2. Delete Clause 9.5.4 in its entirety.

9.7  FAILURE OF PAYMENT

1. Delete Paragraph 9.7 and replace with the following:

“§9.7 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within
seven days after receipt of the Contractor’s Application for Payment, or if the Owner does not pay the
Contractor within seven days after the date established in the Contract Documents, the amount certified by
the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional
days’ written notice to the Owner and Architect, stop the Work until payment of the amount owing has
been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased
by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, plus interest as
provided for in the Contract Documents.”

9.8  SUBSTANTIAL COMPLETION

1. Delete Paragraph 9.8 in its entirety and replace with the following:

“§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or
designated portion thereof is sufficiently complete in accordance with the Contract
Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof designated in
the Contract Documents for separate completion, is substantially complete and the
premises comply with Subparagraph 3.15.1, the Contractor shall submit to the Architect
(i) a list of items to be completed or corrected, (ii) all special warranties required by the
Contract Documents, endorsed by the Contractor and in a form reasonably acceptable to the Architect, and (iii) the permits and certificates referred to in Subparagraph 13.5.4. The failure to include any items on the list mentioned in the preceding sentence shall not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Architect, on the basis of an inspection, determines that the Work or designated portion thereof is substantially complete, and the other conditions have been met, the Architect will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of the responsibilities assigned to them in such Certificates.

§ 9.8.2.1 The Contractor’s list shall be in writing and attached to the “Contractors Request for Certificate of Substantial Completion”, which shall be submitted at least ten (10) days in advance of the proposed date of inspection and shall be forwarded through the Architect, who will attach its written endorsement as to whether or not it concurs with the Contractor’s statement that the Work will be ready for inspection and testing on the date given. The Architect’s endorsement is a convenience to the Owner only and shall not relieve the Contractor of its responsibility in the matter, nor shall the Architect’s endorsement be deemed to be evidence that the Work was substantially complete and ready for inspection and testing. In the event that the Architect does not concur with the Contractor’s statement, the Architect shall inform the Contractor of the basis for the Architect’s non-concurrence. The Contractor may then, at its sole option, (i) defer the inspection; or, (ii) request the inspection be performed in accordance with Subparagraph 9.8.3.

§ 9.8.3 Upon receipt of the Contractor’s list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect’s inspection discloses any item, whether or not included on the Contractor’s list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.3.1 Inspection and testing shall take place at a time (s) mutually agreeable to the Contractor, Owner and Architect.

§ 9.8.3.2 The inspection shall include a demonstration by the Contractor that all equipment, systems and operable components of the Work function properly and in accordance with the Contract Documents. The Contractor shall furnish access for the
inspection and testing as provided in this Contract. The inspection and testing shall
determine whether Substantial Completion has been accomplished and shall result in the
Architect’s issuance of a written list of Unfinished Work and Defective Work, commonly
referred to as a “punch list”, each item of which must be finished and correct prior to
Final Completion.

§ 9.8.3.3 The Architect and its Consultants shall conduct all Substantial Completion
inspections. The Owner may elect to have other persons of its choosing also participate
in the inspections. Representatives of authorities having jurisdiction may be present, at
their sole discretion, at the Substantial Completion Inspection or otherwise inspect the
completed Work and advise the Owner whether the Work meets their respective
requirements.

§ 9.8.3.4 If the inspection discloses any item which is not in accordance with the
requirements of the Contract Documents and will prevent the Owner from occupying or
utilizing the Work for its intended use, the Contractor shall complete or correct such item
upon notification by the Architect. The Contractor shall then submit a request for a
follow-up inspection by the Architect to determine Substantial Completion.

§ 9.8.3.5 The Contractor shall proceed promptly and diligently to complete and correct
items on the list of Unfinished or Defective Work. Failure to include an item on such list
does not alter the responsibility of the Contractor to complete all Work in accordance
with the Contract Documents.

§ 9.8.3.6 If more than one Substantial Completion inspection is required, the Contractor
shall reimburse the Owner for all costs of re-inspections or, at the Owner’s option, the
costs may be deducted from payments due to the Contractor.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the
Architect will prepare a Certificate of Substantial Completion by the Architect which
shall establish the date of Substantial Completion, shall establish responsibilities of the
Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and
insurance, and fix the time within which the Contractor shall finish all items on the list
accompanying the Certificate. Warranties required by the Contract Documents shall
commence on the date of Substantial Completion of the Work or designated portion
thereof unless otherwise provided in the Certificate of Substantial Completion by the
Architect.

§ 9.8.5 The Certificate of Substantial Completion by the Architect shall be submitted to
the Owner and Contractor for their written acceptance of responsibilities assigned to them
in the Certificate.

§ 9.8.5.1 Upon such acceptance of Substantial Completion of the Work, or designated
portion thereof and upon application by the Contractor and certification by the Architect,
the Owner shall make a payment for such Work or portion thereof as provided in the
Contract Documents. The balance payable shall include the retainage of five percent
(5%) of the Contract Sum, less any retainage released under conditions of Subparagraph 9.6.2, plus an amount equal to the cost to complete or to correct, as determined by the Architect, of the Uncompleted or Defective Work, plus the full amount of Liquidated Damages. The Contractor acknowledges that the Owner will suffer financial loss if the Project is not substantially completed on the date set forth in the Contract Documents. The Contractor (and its Surety) shall be liable for all the Owner may retain from payment the sums herein stipulated as fixed, agreed and liquidated damages for each calendar day of delay that the Work remains incomplete. The Contractor further acknowledges that the Owner has the right to elect to enforce Liquidated Damages or any other damages or legal or equitable relief as this Contract provides or as permitted by law. Retainage shall continue until Final Completion and Final Payment.

§ 9.8.5.2 Notwithstanding the foregoing, the payment of retainage shall be consistent with §11-35-3030 (4), Code of Laws of South Carolina, as amended.”

9.10 FINAL COMPLETION AND FINAL PAYMENT

1. Add the following Clauses 9.10.1.1 to 3 to Paragraph 9.10.1:

“§ 9.10.1.1 Final Completion shall be achieved no later than thirty (30) days after Substantial Completion unless modified by a Change Order. Failure of the Contractor to achieve Final Completion within the time allowed under this Subparagraph shall entitle the Owner to consider the Contractor in substantial breach of its obligations under this Contract.

§ 9.10.1.2 The Contractor shall notify the Owner, in writing on the “Certificate of Completion by the Contractor”, of the date when the Work has reached or will reach Final Completion and will be ready for final inspection and testing. The notice shall be given at least ten (10) days in advance of said date and shall be forwarded through the Architect, who will attach its endorsement as to whether or not it concurs in the Contractor’s statement that the Work will be ready for inspection and testing on the date stated. The Architect’s endorsement is a convenience to the Owner only and shall not relieve the Contractor of its responsibility in the matter, nor shall the Architect’s endorsement be deemed to be evidence that the Work was finally complete and ready for inspection and testing. In the event that the Architect does not concur with the Contractor’s statement, the Architect shall inform the Contractor of the basis for the Architect’s non-concurrence. The Contractor may, at its sole option, (i) defer the inspection; or, (ii) request the inspection be performed in accordance with this Subparagraph. The final inspection and testing shall be conducted in the same manner as the inspection for Substantial Completion, including, but not limited to, the requirements of Clauses 9.8.3.3, 9.8.3.4, 9.8.3.5 and 9.8.3.6 of this Contract.

§ 9.10.1.3 The Contractor shall then submit a request for a follow-up inspection to determine Final Completion. If more than one Final Completion inspection is required, the Contractor shall reimburse the Owner for all costs of reinspections or, at the Owner’s option, the costs may be deducted from payments otherwise due to the Contractor.
§ 9.10.1.4 Approval of Work as a result of any inspection required herein shall not release the Contractor or its surety from responsibility for complying with the Contract.”

2. Delete Paragraph 9.10.4 in its entirety

3. Delete Paragraph 9.10.5 in its entirety

9.11 LIQUIDATED DAMAGES

1. Add the following Section 9.11 and Paragraph 9.11.1 to Article 9:

“9.11 LIQUIDATED DAMAGES

§ 9.11.1 The Contractor and the Contractor’s surety, if any, shall be liable for and shall pay the Owner as liquidated damages, and not as a penalty, the amount of a total of $1,000.00 for each calendar day of delay after the date established for Substantial Completion in the Contract Documents until the Work is substantially complete. This amount is subject to modification at the sole discretion of the Owner.”

ARTICLE 10-PROTECTION OF PERSONS AND PROPERTY

1. Modify Paragraph 10.2.8 by changing “21 days” to “45 days” in line 3 of this paragraph.

2. Delete Paragraph 10.3.1 in its entirety and replace with the following:

“§ 10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons or serious loss to real or personal property resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.1.1 The Owner and Contractor hereby agree that this Paragraph shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction, such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).”

3. Delete Paragraph 10.3.3 in its entirety.

ARTICLE 11-INSURANCE AND BONDS

11.1 CONTRACTOR’S INSURANCE AND BONDS

1. Add the following sentence to Clause 11.1.1:
"Contractor’s insurance requirements are more fully explained in A101-2017 Exhibit A, including Supplementary Conditions, which is incorporated into the Contract Documents."

11.2 OWNER’S INSURANCE

1. Delete Section 11.2 in its entirety, including Paragraphs 11.2.1, 11.2.2 and 11.2.3.

11.3 WAIVERS OF SUBROGATION

1. Delete Paragraph 11.3.1 in its entirety.

2. Delete Paragraph 11.3.2 in its entirety.

11.4 LOSS OF USE, BUSINESS INTERRUPTION, AND DELAY IN COMPEITION
INSURANCE.

1. Delete Paragraph 11.4 in its entirety.

ARTICLE 12-UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

1. Add to the last sentence of Clause 12.1.2 as follows:

“If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor’s expense, unless the condition was caused by the Owner or a separate contractor in which event the owner shall be responsible for payment of such costs.”

12.2 CORRECTION OF WORK

1. Add the following sentence at the end of Paragraph 12.2.1:

“If, prior to the date of Substantial Completion, the Contractor, or Subcontractor, or anyone for whom either is responsible, uses or damages any portion of the Work, including without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to “like new” condition at no expense to the Owner.”

2. Modify Paragraph 12.2.2.3 to read as follows:

“The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2, unless otherwise provided in the Contract Documents.”
3. Add the following Clause 12.2.2.4 to Paragraph 12.2.2:

"Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance."

ARTICLE 13-MISCELLANEOUS BUSINESS

13.1 GOVERNING LAW

1. Delete Paragraph 13.1 in its entirety and substitute the following:

"The Contract shall be governed by the laws of the State of South Carolina. If the parties have selected arbitration as the method of binding resolution, the South Carolina Uniform Arbitration Act in Section 15-48-10, et.seq., of the South Carolina Code (1976), as amended, shall govern Section 15.4."

13.6 POLICIES OF EMPLOYMENT

1. Add Section 13.6 and Paragraphs 13.6.1 and 13.6.2 to Article 13:

"13.6 POLICIES OF EMPLOYMENT

13.6.1 The Contractor and Subcontractors shall not discriminate against employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

13.6.2 The Contractor and Subcontractors shall, in solicitations or advertisements for employees placed by them on their behalf, state that qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

13.7 WRITTEN NOTICE

1. Add Section 13.7 and Paragraphs 13.3.1 and 13.3.2 to Article 13:
§ 13.3 Written Notice
§ 13.3.1 Unless otherwise permitted herein, all notices contemplated by the Contract Documents shall be in writing and shall be deemed duly given:

.1 upon actual delivery to the person identified in the A101, if delivery by hand; or,
.2 upon receipt by the transmitting party of confirmation or reply, if delivery is by facsimile, telex or telegram; or,
.3 upon receipt by the person identified in the A101, if delivery is by deposit into the United States mail, certified mail, return receipt requested.

§ 13.3.2 Each such notice shall be sent to the respective party at the address provided in the A101, or to any other address as the respective party may designate by notice delivered pursuant hereto.

13.4 TESTS AND INSPECTIONS

1. Delete Paragraph 13.4.1 in its entirety and replace with the following:

"Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded."

2. Add the following sentence to Paragraph 13.4.5:

"The Contractor shall give the A/E timely notice in advance of tests, inspections or approvals."

3. Delete Paragraph 13.5 in its entirety.

4. Add Paragraphs 13.7, 13.8, 13.9, 13.10, 13.11, and 13.12 as follows

"§ 13.7 Time limits on Claims
The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or relating to the Contract within the times established by the laws of the State of South Carolina.

§ 13.8 Drug-free Workplace"
The Contractor certifies to the Owner that the Contractor will provide a Drug-Free Workplace, as required by Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

§ 13.9 Cancellation after Award
Pursuant to § 11-35-1520 of the SC Code of Laws, as amended, and South Carolina Regulation 19-445.2085, this Contract may be cancelled after award, but prior to issuance of the Notice to Proceed. In such event, the Contractor shall recover, as its sole remedy, its reasonable bid preparation costs.

§ 13.10 Bankruptcy
In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Owner. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of State or governmental contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract.

§ 13.11 Retention and Audit of Contractor’s Records
The Contractor and all subcontractors shall comply with all applicable obligations of §11-35-2220 of the SC Code of Laws, as amended. Accordingly, the Owner shall be entitled, at reasonable times and places, to audit the books and records of both the Contractor and any subcontractor who has submitted cost or pricing data pursuant to either this Contract or to §11-35-1830 to the extent that such books and records relate to such cost or pricing data. If any cost or pricing data is required for this Contract or any Modification, the Contractor and any subcontractor shall maintain such books and records that relate to such cost or pricing data for three (3) years from the date of final payment under the Contract; provided, however, that such records shall be retained for additional periods of time beyond this three-year period upon request of the Owner. If this Contract or any Modification (other than a firm fixed price contract) is negotiated, the Owner shall be entitled to audit the books and records of the Contractor and any subcontractor to the extent that such books and records relate to the performance of the Contract or any Modification. Such books and records shall be maintained by the Contractor for a period of three years from the date of final payment under the prime contract and by any subcontractor for a period of three years from the date of final payment under the subcontract.

§ 13.12 Unit Price Work
§ 13.12.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the initial Contract Sum will be deemed to include an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as identified in the Contract. The estimated quantity for each item of Work represent the Owner’s best estimate of the amount of each item to be required of the Contractor, but the amounts are not guaranteed, and are solely for the
purpose of comparison of Bids and determining an initial Contract Sum. Determinations
of the actual quantities, and classifications of Unit Price Work performed by the
Contractor will be made by the Architect as described below.

§ 13.12.2 Subject to an adjustment pursuant to Subparagraph 4.3.9, each unit price will
be deemed to include an amount considered by the Contractor to be adequate to cover the
Contractor’s total costs, including overhead and profit, for each separately identified
item.

§ 13.12.3 The Architect will determine the actual quantities and classifications of Unit
Price Work performed by the Contractor. The Architect will review with the Contractor
its preliminary determinations on such matters before rendering a written decision or
issuing a recommendation on the Contractor’s Applications for Payment. The Architect’s
written decisions or recommendations will be final and binding on the Owner and the
Contractor, except as modified by the Architect to reflect changed factual conditions or
more accurate data, and subject to Paragraph 4.4. For purposes of Paragraph 4.4, the
Architect’s written decisions or recommendations shall serve as the Architect’s initial
decision.

§ 13.13 Procurement of materials by Owner
§ 13.13.1 The Contractor accepts assignment of, and liability for, all purchase orders and
other agreements for procurement of materials and equipment that are identified as part
of the Contract Documents. The Contractor shall be responsible for such pre-purchased
items, if any, as if the Contractor were the original purchaser. The Contract Sum
includes, without limitation, all costs and expenses in connection with delivery, storage,
insurance, installation, and testing of items covered in any assigned purchase orders or
agreements. All warranty and correction of the Work obligations under the Contract
Documents shall also apply to any pre-purchased items, unless the Contract Documents
specifically provide otherwise.”

ARTICLE 14-TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

1. Modify Paragraph 14.1.3 as follows:

“If one of the reasons described in Section 14.1.1. or 14.1.2 exists, the Contractor may, upon
seven days’ notice to the Owner and Architect, terminate the Contractor and recover from the
Owner payment for Work executed.”

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

1. Modify Paragraph 14.4.3 as follows:
"In case of such termination for the Owner’s convenience, the Owner shall pay the Contractor solely for Work properly executed and costs directly incurred by reason of the termination.”

2. Delete Clause 14.4.2 in its entirety and replace with the following:

“§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner’s convenience, the Contractor shall complete the performance of the Work not terminated, if any:

1. cease operations as directed by the Owner in the notice;
2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and,
4. complete the performance of the Work not terminated, if any.”

ARTICLE 15-CLAIMS AND DISPUTES

15.1 CLAIMS

1. Delete Paragraph 15.1.2 in its entirety.

2. Modify Paragraph 15.1.3.1 by changing “21 days” to “45 days” in lines 4 and 5 of this paragraph.

3. Add the following Clauses to 15.1.6.3 and 15.1.6.4 to Paragraph 15.1.6:

“15.1.6.3 Claims for increase in the Contract Time shall set forth in details the circumstances that form the basis for the Claim, the Date upon which each cause of delay began to effect the progress of the Work and the number of days’ increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the claim.

15.1.6.4 The Contractor shall not be entitled to a separate increase in Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.”

15.2 INITIAL DECISION

1. Modify the second to last sentence of Paragraph 15.2.1 as follows:
“If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may request mediation without a decision having been rendered.”

2. Delete the last sentence of Paragraph 15.2.3.

3. Modify Paragraph 15.2.5 by adding the phrase “selected in the Agreement” at the end of the last sentence.

4. Modify Paragraph 15.2.6 by deleting the phrase “subject to the terms of Section 15.2.6.1” at the end of the sentence.

15.3 MEDIATION

4. Delete Paragraphs 15.3.1 through 15.3.4 in their entirety and replace them with the following:

“Any claim, dispute, or controversy arising under or in connection with this Agreement shall be subject to mediation as a condition precedent to pursuing the method of binding resolution selected in the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the proposed mediator. Mediation shall be conducted in Charleston County, South Carolina. The mediator shall be a member of the South Carolina Bar and shall be selected by mutual consent and agreement of the parties. If a party fails to object to the mediator proposed by the party requesting mediation within 30 days of the initial request for mediation, the mediator shall be deemed selected as proposed. If the parties fail to agree upon a mutually acceptable mediator within 60 days of the initial request for mediation the mediator shall be selected from the official roster of active certified mediators in Charleston County, as provided by the South Carolina Supreme Court’s Commission on Alternative Dispute Resolution and Board of Arbitrator and Mediator Certification, by choosing in alphabetical order the first available circuit court mediator from the roster. The parties shall equally divide the mediator’s fee and any filing fees. Agreements reached in mediation shall be enforceable as settlement agreements in any court of competent jurisdiction. Nothing contained in Article 15 or the Contract Documents shall preclude either party from seeking enforcement of the terms of mediation pursuant to the Section 15.3 through a court of competent jurisdiction, and the prevailing party shall also be entitled to reimbursement by the losing party for all reasonable fees and costs, including attorney’s fees, incurred in the proceedings seeking enforcement of this Section 15.3.”

15.4 ARBITRATION

1. Delete Paragraphs 15.4, and all subparts in its entirety
2. .
From: Boinest, Edward
Sent: Friday, May 7, 2021 7:55 AM
To: Boinest, Edward
Subject: Addendum 1 CP 1620 Links to Video and Photos

2020 Videos: https://spaces.hightail.com/receive/y295XU1jg!
North Chimney 2016: https://spaces.hightail.com/receive/Nt2It0c8UB
South Chimney 2016: https://spaces.hightail.com/receive/LKGtv1B6rx
ADDENDUM NO. 2
May 11, 2021

RE: CP 1620 St. Julian Devine Community Center Ph.1 Disassembly of the Interior Liners of the Smokestacks

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

TO: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. **Acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification.**

**Attachments:** Hurricane Preparedness Specification (8 pages)

Questions from Perspective Bidders:

Brantley:

1. Can you provide the most recent chimney inspection reports for both chimneys. If it was only a drone inspection, is a link available for us to review?

*Reports done on both chimneys in 2020 are including in this addendum. 2020 Reports: https://spaces.hightail.com/receive/9si1lhOLhb*

2. The chimneys are covered/have a roof. Are there drawings available of the cover? Materials that the roofs are constructed of? And how old are the roofs?

*No drawings are available of the roof. Photos have been provided in previous addenda. There is a concrete ring around the perimeter of the chimney, but the roof itself is a stainless steel roof supported on two steel beams that are carbon steel. This roof system was installed in 1995.*

3. We are assuming that there are no hazardous materials in need of dismantling/demolition. Has all testing been completed. Is there a test report?
To the best of our knowledge, based on a test report done in 2017, there are no ACMs in the liner bricks and mortar of the Chimneys.

ICC Questions

1. Due to the instability of the upper 1/3 or more of these liners, would it behoove all potential contractors to bid the demolition of this section of liners from a crane and manbasket, if the unlikely event of a liner failure? This would keep all personnel independent of the structure. Furthermore, a crane will be needed to remove the top covers on each chimney.

_Bid the upper 25% of the chimney (from roughly the 140’ to the 105’ marks) removed with a crane and manbasket. The apparent low bidder may present an alternative method subject to approval by the city._

2. Is a Hurricane Preparation Plan required?

_We have provided a Hurricane Preparedness Specification in this addendum. A Hurricane plan is not required with this bid but will be required from the apparent low bidder after the project is awarded._

3. Is brick debris required to be dumped at a dedicated landfill or is it considered typical C&D waste? Can the brick debris be recycled as hard fill?

_This is up to the contractor to determine._

4. Should brick debris be left from the top of the foundation to top of grade to keep weight on the foundation to help resist overturning of the columns?

_Price complete removal of all brick._

5. Is removal of the planters at the base of each chimney required to keep in accordance with the planned shoring/bracing system as depicted on DWG. PH1 S301?

_The planter will not be removed in Phase 1. According to the note on PH1 S100: Protect the trees, planters, hardscapes, adjacent buildings, streets, houses, automobiles, and people from damage during liner demolition. Restore all landscape damaged by construction._

6. Is hard fencing required for an exclusion zone? Typically when working on chimneys, we request a 50’-0” radius exclusion zone for personnel protection.
Contractor shall coordinate any street closures with the City’s Traffic and Transportation Department at no cost to the contractor.

7. Our crews typically work a 60 hour week, Monday – Saturday. Because most of this work will be in the interior of each chimney and an exclusion zone will be established, would Saturday work be allowed? This will also reduce duration of project.

Current permitted city work hours are 7am-7pm Monday -Friday and 9am-7pm on Saturday.

8. Is a Technical Proposal required with this bid that will describe demolition methodology, safe practices and equipment proposed?

Sequence of construction, safe practices and equipment proposed will be addressed following the selection of the apparent low bidder.

9. Because the breeching entry brickwork will be removed for debris removal, what is required as a closure of these openings after Phase I is complete, especially when entry to the interior of the chimney will be required for Phase II?

At a minimum, a brick veneer shall be reinstalled to match the existing appearance. No doorways or portals at this stage.

10. Will the stainless steel caps need to be reinstalled after completion of Phase I? Or does the city of Charleston have a storage facility until the completion of Phase II?

Price the steel caps being reinstalled after the completion of Phase I.

END OF ADDENDUM 2
SECTION 011000 – WEATHER PREPAREDNESS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Storm Hazard Awareness
   2. Thunderstorms
   3. Tornado
   4. Hurricane Preparation and Reaction Plan
   5. Preparations
   6. When a Hurricane Approaches
   7. Housekeeping
   8. After the Storm is Over
   9. 72-Hour Checklist
   10. 48 Hour Checklist
   11. 24 Hour Checklist
   12. 12 Hour Checklist

B. Information Sources:
   1. LAGC Construction Site Hurricane Preparedness Plan from The Associated General Contractors of America – Louisiana Chapter.
   2. Charleston County’s Hurricane Preparedness for the Business Community”
   3. Charleston County’s “Hurricane Preparedness Guide 2018”

C. Related Requirement:
   1. Section 015000 “Temporary Facilities and Controls” for limitations and procedures governing temporary use of Owner’s facilities.

1.2 PROJECT INFORMATION

A. Project Identification: St. Julian Devine Chimneys
   1. Project Location: 1 Cooper Street

B. Owner:
   1. Owner’s Representative: Ed Boinest

C. Engineer: Bennett Preservation Engineering PC, 17 Lockwood Dr. Suite 500 Charleston, SC, 29401, 843-577-8850.

D. Contractor:
1. Contractor’s Representative:

1.3 STORM HAZARD AWARENESS

A. When warned by the Weather Forecast, the Project Safety Manager/Field Construction Manager will designate an observer to monitor real time weather radar and warn the site when appropriate.

1.4 THUNDER STORMS

A. Thunderstorms are almost a daily occurrence in the summer but may occur anytime of the year. High winds and lightning are a certainty.
   1. Project personnel will monitor the storm progress toward the vicinity of the site.
   2. Personnel will be informed by the Project Superintendent to abandon scaffolding, form work, cranes and other areas where lightning may strike when the storm is approximately 5 miles from the site. The Field Construction Manager will inform line managers when they may return to work.
   3. Daily clean-up and proper bundling and stabilization of stored materials must be maintained to minimize the possibility of debris and materials becoming airborne.

1.5 TORNADO

A. Take refuge in the designated sheltering structure on the site. Avoid window and door openings. Do not seek shelter in vehicles, conexes or trailers.

B. Operations of mobile cranes are to be suspended. Booms should be laid down if time permits or the load line hooked to the structure at some low point. The equipment should be left and refuge taken in a shelter.

C. If the site is hit by a tornado, the Damage Survey Crew members listed in the Hurricane Plan will survey the site for damage before authorization to return to work is given. The area Superintendent will determine how and who will initiate repairs before the general workforce returns to their stations.

D. When returning to work stations, all personnel should proceed with caution and inform their supervisors of downed power lines, washed out scaffold mudsills, and other storm damage they may encounter.
1.6 HURRICANE TERMS

A. Tropical Depression: An organized system of clouds and thunderstorms with defined surface circulation and maximum sustained winds of 38 MPH or less. Sustained winds are defined as one-minute average wind measured at about 33 feet above the surface.

B. Tropical Storm: An organized system of strong thunderstorms with a defined surface circulation and maximum sustained winds of 39-73 MPH.

C. Hurricane: An intense tropical weather system of strong thunderstorms with a well-defined surface circulation and maximum sustained winds of 74 MPH or higher.

D. Storm Surge: A dome of water pushed onshore by hurricane and tropical storm winds. Storm surges can reach 25 feet high and be 50-1000 miles wide. Storm surge is by far the greatest threat to life and property along the immediate coast.

E. OPCON 5: Day-to-day operations to include normal training and exercises.

F. OPCON 4: Possibility of an emergency or disaster situation that may require a partial or full activation of the Charleston County Emergency Operations Center.

G. OPCON 3: Disaster or emergency situation likely or imminent. Full or partial activation of the Charleston County Emergency Operations Center; activate Charleston County Emergency Operations Plan.

H. OPCON 2: Disaster or emergency situation in effect; maximum preparedness level; full activation of the Charleston County Emergency Operations Center.

I. OPCON 1: Disaster or emergency situation in effect; full-fledged emergency response operations on-going; highest state of emergency operations.

1.7 HURRICANE PREPARATIONS AND REACTION PLAN

A. The Project Manager is responsible for these preparations and implementations of these plans. All the line managers will assist the Superintendent as directed.

B. The site will not be occupied during the storm if it is in the hurricane path.

C. Preparations will be made in time for personnel to prepare for the storm at their homes.

1.8 PREPARATIONS

A. Ensure that the project office is outfitted with a portable, battery operated weather band radio and extra batteries.
B. Develop, maintain and distribute a list of emergency telephone numbers and email addresses for employees and authorities.

C. Organize a Damage Survey and Repair Team. This team will be the first on the site to assess damage after the storm and make the site safe enough for the return of the entire workforce.

D. Obtain the proper Re-entry Documents needed for the personnel.

E. Prepare a system to inform employees of when to return to work.

F. Identify and avoid long-term material storage in areas prone to flooding.

G. Identify vulnerable work in progress and determine how to best protect it from damage whether by boarding up windows, sand bags, capping pipes, buried incomplete underground, etc.

H. Develop a list, procure and store supplies necessary for preparing the site for a hurricane.

I. Keep the project free from an accumulation of debris and scrap material that can become windblown hazards. This will reduce the amount of time necessary to complete preparations of the job site in the event of a hurricane emergency.

J. Ensure that fuel supplies, de-watering pumps and generators are adequate for repairs after the storm.

K. Be prepared to anchor or restrain everything that could blow away with netting for dumpsters, banding, and banding tools for lumber, form work, scaffold planks, port-a-potties, etc. Look and see what will fly, then restrain it.

L. Be alert to job conditions that require advance attention or special material so as to reduce emergency preparation time.

1.9 WHEN A HURRICANE APPROACHES

A. The Projection Manager will decide when to prepare the project for a hurricane or tropical storm.

B. Check the supplies against the inventory list stockpiled at the beginning of the hurricane season.

1.10 HOUSEKEEPING

A. Ensure that all loose scrap material is gathered up and disposed of in the dumpsters.
B. Ensure that the dumpsters are emptied. If the dumpster service is unable to pull the dumpsters they shall be securely covered with nets to prevent the debris in them from becoming windblown hazards.

C. The Site Superintendent shall:
   1. Ensure that all loose forming materials are neatly stacked and banded.
   2. Ensure that all materials, tools, sheds, gang boxes, and small equipment that can be damaged by rising water are removed from excavations and low areas prone to flooding.
   3. Ensure that continuous beams are installed at excavations.
   4. Remove and non-essential barricades.
   5. Anchor essential barricades.
   6. Ensure that incomplete underground piping and storm drain systems are protected against the infiltration of sand and silt.
   7. Ensure that all equipment is relocated out of excavations.
   8. Lower mobile crane booms.
   9. Raise the hook, trolley in and allow tower cranes to weather-vane.
   10. Top off the fuel tanks of all equipment and ensure fill caps are properly secured.
   11. Ensure dewatering, standby and diesel powered equipment is ready to operate. Operate this equipment as conditions warrant.

D. The MEP and Elevator Superintendent shall:
   1. Identify vulnerable material and work in progress and determine how to best protect it from the effects of flooding.
   2. Ensure that all meter pits are outfitted with pumps so as to prevent damage to electronic equipment from rising water.
   3. Ensure that all electronic equipment in storage is protected from rising water.
   4. Ensure backup electrical generator power as required.
   5. Turn off the power and water to the office trailers.

E. Site Office Personnel:
   1. Ensure that critical project documents are protected from damage. Move them to a permanent structure if necessary.
   2. Backup computer files. Disconnect all computers and office equipment from the electrical outlets.
   3. Be prepared to board up windows or put storm shutters in place. Have strong bracing for outside doors. Stock sandbags for doors, etc.
   4. Stock non-perishable foods that can be eaten without cooking or with little preparation if the site is to be occupied.
   5. Be prepared to supply fuel tanks for de-watering pumps, portable generators and vehicles during the storm and remobilization after the storm.
   6. Be prepared to anchor or restrain or dismantle and band anything that might blow away.
      a. Loose tools and lumber should be tied down or place in storage containers.
b. Tie erected formwork together to make it more resistive to high winds.
c. Scaffold planning is to be dismantled, bundled and banded.
d. Ensure that all office and storage trailers are tied down securely.
e. Anchor portable toilets or have them picked up.
f. Procure netting adequate to cover dumpsters that could not be emptied.

7. Review the system to inform employees of when they are to return to work.
8. Prepare the Damage Survey Team. This team should include infrastructure, electrical and mechanical contractors and any other whose work is in the critical path for site remobilization.

1.11 AFTER THE STORM IS OVER

A. Assemble the Damage Survey Team. The Damage Survey Team will inspect the job site, identify and document the damage, prioritize repairs, complete Job Hazard Analysis and Safe Plans of Action, and then initiate repairs with a skeleton remobilization crew of skilled tradespersons.

B. Class A hazards will have priority and must be abated before calling in the whole workforce to resume construction.

C. Do not touch loose or dangling wires. Report such damages to the Electrical Contractor, the utility company or police officers.

D. Stay clear of disaster areas where we may hamper first aid or rescue work. Be prepared to offer assistance with equipment.

E. Stay alert as to prevent any fires as water pressure will be low.

F. Complete preparations for the return of the full workforce.

G. Implement the system to inform employees to return to work.

H. Be aware that we may need to care for some of our employees. Call the local hospital and report persons needing assistance.

1.12 72 HOUR CHECKLIST

A. Confirm that all emergency contact information is current phone numbers, email addresses, etc.

B. Verify that all erosion and sediment control devices are in place and meet adequate standards.

C. Verify that all storage and office trailers are correctly tied down.
D. Confirm all pumps and generators are in working order.
E. Prioritize work-plan to minimize any open excavations, loose formwork.
F. Schedule trash dumpsters to be emptied.
G. Ensure that jobsite weather radio is working and has back up batteries.
H. Ensure there is sufficient supply of banding, clips, duct tape, tarps and sandbags as well as the manpower to accomplish preparations.
I. Ensure that there is sufficient room to lay crane booms down.

1.13 48 HOUR CHECKLIST
A. Review 72 hour checklist.
B. Notify owners of unsecured trailers and storage containers to anchor them or remove them from the site.
C. Review all scaffolding. Remove, stack and band planks, secure scaffolding or take it down. Verify that all equipment is fueled and all storage cans topped off and secure to prevent contamination of soil or wetland.
D. Begin banding loose materials.
E. Review site drainage patterns and relocate materials stored in sheet low lands.
F. Ensure all hazardous materials cannot contaminate water (hurricanes can produce 20-30 inches of rain). Store materials high and dry.
G. Remove screening on fences, signs, etc.
H. Ensure there are enough computer disks to back up files.

1.14 24 HOUR CHECKLIST
A. Review 48 Hour checklist.
B. Document the status of the project with pictures and store them in a dry secure place.
C. Back-up all computer files on diskette and store them in a dry secure place.
D. Secure all windows with plywood or tape and move all items vulnerable to water damage away from windows.
E. Lower crane booms.

F. Remove or anchor all trailers and storage containers that are not secured.

G. Remove all non-essential barricades. Sandbag or tie down essential barricades.

H. All incomplete piping is to be capped to prevent sand infiltration.

I. Tie down all materials and place weight of some sort (rebar, block, etc.) on items that can be physically moved.

J. Tie netting on all trash containers that are not empty.

K. Review stored materials for potential of windblown rain damage.

L. Confirm the inventory of all equipment in the office and in the field.

M. Take pictures of site conditions for insurance purposes.

1.15 12 HOUR CHECKLIST

A. Review 24 hour checklist.

B. Turn off water, power, gas, etc. at source.

C. Evacuate site.

D. Take any pictures of any changes to the construction site conditions for insurance purpose.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 010000
TO: John J. Tecklenburg, Mayor
FROM: Chase Anderson / Andrew Jones DEPT. Parks – Capital Projects
SUBJECT: WEST ASHLEY GREENWAY IMPROVEMENTS (STINSON TO PARKDALE) FEE AMENDMENT #2
REQUEST: Approval of Fee Amendment #2 with Jon Guerry Taylor & Associates, Inc., in the amount of $20,500.00 for permitting and engineering services, design, coordination and construction administration services for the Phase 2 foot-bridge replacement portion of the project.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 15, 2021
COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

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

FUNDING: Was funding previously approved? Yes ☑ No ☐ N/A ☐
If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051412-58236
Balance in Account $20,500.00 Amount needed for this item $20,500.00
Project Number CP1413

NEED: Identify any critical time constraint(s).

CFO's Signature: ____________________________

FISCAL IMPACT: Approval of Fee Amendment #2 will increase the professional services contract by $20,500.00 (from $34,800.00 to $55,300.00). Funding sources for this project are: 2013 General Fund Reserves ($214,016.57), 2016 General Fund Reserves ($100,000.00) and 2018 General Fund Reserves ($235,000.00).

Mayor's Signature: ____________________________

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 #92

Project: CP#1413-West Ashley Greenway Improvements (Stinson Dr. to Parkdale Dr.)

Owner: City of Charleston
Division of Capital Projects
823 Meeting Street
Charleston, SC 29403

A/E: Jon Guerry Taylor & Associates, Inc.
PO Box 1082
Mt. Pleasant, SC 29465

Contract Date: January 27, 2016
Amendment Date: June 15, 2021

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

1. Description of the Contract Amendment:

   TASK 1: BRIDGE DESIGN AND SPECIFICATIONS.
   Initiation of phase 2 of the project including coordination with Charleston Water System and structural support design for pedestrian/bicycle bridge and existing CWS force main sewer pipe adjacent to bridge.

   ITEM 2: CONSTRUCTION ADMINISTRATION.
   Provide construction administration for installation of bridge, gabions and pipe structural support systems.

   See attached proposal from JGT, Inc. dated May 17, 2021.

2. Adjustments to the Contract Sum:

   Original Contract Sum ................................................................. $ 25,300.00
   Change by Previously Approved Contract Amendments ....................... $ 9,500.00
   Contract Sum prior to this Contract Amendment ............................. $ 34,800.00
   Amount of this contract Amendment, complete ................................ $ 20,500.00
   New Contract Sum, including this Contract Amendment ...................... $ 55,300.00

3. Adjustments in Contract Time:

   Original Date for Contract Completion ................................ n/a
   Change in Days by Previously Approved Contract Amendments .......... n/a
   Change in Days for this Contract Amendment ................................ n/a
   New Date for Contract Completion ............................................. n/a

ARCHITECT/ ENGINEER: [Signature]
(A/E's Name) 5/24/21

OWNER: John J. Tecklenburg, Mayor

Fee Amendment 02 - JGT
May 17, 2021

Mr. Chase Anderson  
City of Charleston  
Department of Parks  
823 Meeting Street  
Charleston, SC 29403  

RE: Professional Permitting and Engineering Services  
West Ashley Greenway Bridge Improvements at Long Creek; Stinson Drive to Parkdale Drive  

Dear Mr. Anderson:

Outlined below is the scope of services and fee schedule for additional and revised work relating to the Long Creek Bridge replacement along the West Ashley Greenway between Stinson Drive and Parkdale Drive. The Project is located in the City of Charleston, Charleston County, South Carolina.

**Scope of Services:**

**TASK 1:** BRIDGE DESIGN AND SPECIFICATIONS

Jon Guerry Taylor & Associates, Inc. will undertake the following scope of work in regards to revised design of the pedestrian bridge across Long Creek on the West Ashley Greenway project:

- Coordination with Charleston Water Systems (CWS) on determining the design load criteria and support design for the 18" DIP force main attached to the existing bridge structure.
- Coordinate with CWS on the location of the force main and the required separation (horizontal and vertical) between the bridge foundation and the force main.
- Coordinate with Gator Bridge on the bridge design criteria and the design criteria determined for the 18" DIP force main and the locations of the bridge foundations.
- Develop design and loading criteria performance specifications for the bridge and force main loading.
- Revise the concrete abutment design for the bridge based on the force main location/separation and the design load criteria. This will include foundation design and foundation height based on the elevation of the force main and how the force main will be supported by the bridge structure.
- If required, revise the rock gabion design based on the bridge redesign.
• If required, update the Stormwater Manual with the City of Charleston for the bridge construction.
• If required, coordinate with SCDHEC-OCRM on the critical area permit based on the revised design.
• Develop a complete set of revised design drawings and performance specifications for the bridge replacement/force main support and rock gabion design.
• Submit to CWS and the City of Charleston, Department of Parks for review and comments.
• Make the necessary revisions based on the comments.
• Prepare final construction documents for bidding.

Bridge Design and Specifications Fees ........................................... $10,000.00
Coordination with Charleston Water Systems (CWS) ......................... $4,000.00
Total Bridge Design and Specifications Fees .................................. $14,000.00
Schedule ................................................................. 45-60 days

TASK 2: CONSTRUCTION ADMINISTRATION
JGT will work with the City of Charleston, Department of Parks and the Contractor during construction to ensure the bridge and associated structures are constructed as designed. This will include:
• Review, comment and approve all shop drawings and calculations for the submitted bridge design, concrete abutments and other items requiring shop drawings.
• Review and coordinate the shop drawing submittal from Gator Bridge with the City of Charleston Department of Parks and Charleston Water Systems for approval.
• Conduct site visits during construction. This includes Contractor or City of Charleston requested.
• Work with the Contractor on any issues that may arise during construction.
• Review and approve any material substitutions.
• Conduct a final walk-thru with the Contractor and/or City of Charleston.

Construction Administration Fees ........................................... $5,000.00
CA Coordination with Charleston Water Systems (CWS) ....................... $1,500.00
Total Construction Administration Fees .................................... $6,500.00
Schedule ................................................................. Depends on Construction Schedule
Fee Summary: The project scope items will be invoiced as follows (see attached hourly rate schedule):
- Task 1: Bridge Design and Specifications .............................................. $14,000.00
- Task 2: Construction Administration .................................................. $6,500.00
- Total Fees .............................................................................................. $20,500.00

Anticipated Reimbursables: Any application review or permit fees, to be determined at time of submittal.

Terms and Conditions:
Invoices will be rendered monthly based on percentage completed in accordance with the fees outlined for this Scope of Work. Payments are due within thirty days of the date of the invoice. Invoices not paid within forty-five days of date rendered will be assessed a finance charge of one percent per month, or fraction thereof, for every month past due. Invoices not paid within sixty days will result in Jon Guerry Taylor & Associates, Inc. stopping work until such invoices are paid in full.

Jon Guerry Taylor & Associates, Inc. will commence work upon receipt of the signed and dated proposal by the Owner. The engineering services shall be completed within the allotted time outlined in this Scope of Work with adjustments made to the schedule based upon changes or directions from the Owner. Any changes to the Scope of Work or schedule shall be mutually agreed to in writing by the Owner and Jon Guerry Taylor & Associates, Inc. prior to implementation. Jon Guerry Taylor & Associates, Inc. will perform the work in a timely manner but will not be held responsible for delays that occur from factors beyond their control or that could not have been reasonably foreseen at the time this Proposal was executed.

Sincerely,
JON GUERRY TAYLOR & ASSOCIATES, INC.

[Signature]

Christopher W. Moore, PE
President / Principal Engineer

CC: Craig Pawlyk, JGT
CP1413 - West Ashley Greenway Improvements Phase I & II - Parkdale to Stinson

PHASE II: Bridge replacement and CWS sewer pipe support - approx 80 LF total.

PHASE I: Began at Parkdale Dr and continued to Stinson Dr. - approx 5,700 LF of paving.

Proposed phasing due to bridge permitting challenges - July, 2018
City-funded project recently completed asphalt trail construction on this segment (2.30-miles)

This crossing now has a raised crosswalk.

Existing bridge to be replaced. Support structure for CWS sewer line replaced.

Anticipated laydown / construction access area for bridge replacement.

PHASE I: Paving complete

PHASE II: 80LF bridge and CWS pipe support
TO: John J. Tecklenburg, Mayor  
FROM: Edmund Most / Sarah Myers  
DEPT.  
Parks – Capital Projects  
SUBJECT: INTERNATIONAL AFRICAN AMERICAN MUSEUM GMP CHANGE ORDER #12 -  
TURNER CONSTRUCTION COMPANY  
REQUEST: Approval of Change Order #12 with Turner Construction Company in the amount of 
$345,414.00 for the installation of the new Sony Display Walls, adding additional data 
infrastructure, adding additional exhaust fans, changes to the millwork and countertops 
to quartz, addition of 24 lockers, changing the height of toilet partitions and adding 
pocket doors 
Funding is coming from the IAAM.

COMMITTEE OF COUNCIL: Ways & Means  
DATE: June 15, 2021  
COORDINATION: This request has been coordinated with: (attach all recommendations/reviews) 

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<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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<td>Corporate Counsel</td>
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FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ] 
If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051405-58240 
Balance in Account $345,414.00 Amount needed for this item $345,414.00 
Project Number CP1425 

NEED: Identify any critical time constraint(s). 

CFO’s Signature: [Signature] 

FISCAL IMPACT: Approval of Change Order #12 will increase the Guarantee Maximum Price (GMP) Contract by $345,414.00 (contract total $59,829,652.00). Funding sources for this project are: 
Accommodations Tax ($13,200,000.00), Charleston County Accommodations Tax ($12,500,000.00), 
State Funding ($14,000,000.00), IAAM Contributions ($53,000,000.00). 

Mayor’s Signature: [Signature]  

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.
Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address): International African American Museum
14 Wharfside Street

CHANGE ORDER NUMBER: 012
INITIATION DATE: May 4, 2021

OWNER: ☑
CONSTRUCTION MANAGER: ☑
ARCHITECT: ☑

TO CONTRACTOR (Name and address): Turner Construction Company
4601 Park Road, Suite 601
Charlotte, NC 28209

PROJECT NUMBERS: CPI 425 /
CONTRACT DATE: July 11, 2019
CONTRACT FOR: General Construction

FIELD: ☐
OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:

The change order requests below are IAAM requests for additional scope to be added to the project.

COR #92 - Pocket Door Reconciliation $ 1,958.00
COR #93 - Toilet Partition Upcharge $ 2,477.00
COR #94 - Locker Add $ 20,577.00
COR #106 - Millwork Changes $ 29,950.00
COR #108 - Bulletin 16.1 $ 10,808.00
COR #110 - Bulletin 16.2 $ 72,645.00
COR #111 - Bulletin 16.4 $ 13,915.00
COR #112 - Bulletin 16.3 $105,570.00
COR #121 - Sono Wall Changes $ 86,454.00

TOTAL CHARGED will require additional funding to increase the GMP, resulting in an additive cost change order of $345,414.00.

The original Guaranteed Maximum Price was $58,457,323.00
Net change by previously authorized Change Orders $ 1,026,915.00
The Guaranteed Maximum Price prior to this Change Order was $ 59,484,238.00
The Guaranteed Maximum Price will be increased by this Change Order in the amount of $345,414.00
The new Guaranteed Maximum Price including this Change Order will be $ 59,829,652.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is April 22, 2021.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Cumming Construction Management, Inc.
CONSTRUCTION MANAGER (Firm name)
3820 Faber Place Drive, Suite 600
N. Charleston, SC 29405
ADDRESS

Moody Noland, Inc.
ARCHITECT (Firm name)
300 Spruce Street, Suite 300
Columbus, OH 43215
ADDRESS

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User Notes:
BY (Signature)          DATE:          
Rick W. Holt

Turner Construction Company
CONTRACTOR (Firm name)
4601 Park Road, Suite 601
Charlotte, NC 28209

ADDRESS

BY (Signature)          DATE:          
Bobby Techev

(City of Charleston)
OWNER (Firm name)
823 Meeting Street
Charleston, SC 29403

ADDRESS

BY (Signature)          DATE:          
Mayor John J. Tecklenburg

(Typed name)

(Typed name)

(Typed name)

(DocuSign by:)

Jeff Owens

(DocuSign by:)

Bernard Costantino

(DocuSign by:)

Robert Larrimer, AIA

(DocuSign by:)

5/6/2021 | 14:24 PM PDT

5/6/2021 | 13:03 PM PDT

5/6/2021 | 14:24 PM PDT

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User Notes:
Change Order Proposal Review Form

To: Edmund V. Most
From: Mike Risteski
Date: 5/4/2021
Contractor: Turner Construction Company

Project: CP 1425 International African American Museum
Project No.: CP 1425
Proposal No.: Change Order Request No. 121
Contract: Construction

Description of work to be performed: Sony Display Walls - Bulletin 31
This request covers the cost for the materials and labor for the installation of the new Sony Display Walls as per bulletin 31. This request includes a time extension of the contract and its general conditions.

Justification:

Attachments: J&A from Project Manager
Independent Cost Estimate
Pre-Negotiation Position (PNP)

Cost Estimate (Expected to Exceed $10,000)
Change Proposal Request from CMR with Detailed Backup

Proposal Cost (not to exceed): $86,454.00
Owner Contingency Allow. Bal.

Time Extension Requested: Time Extension Recommended:

Special Circumstances: This change will not net in a $0.00 contract modification as the $960,000.00 Owner Contingency allowance will be accessed to cover the cost of this scope.

Consequence of Rejection:

Comments by Supervisor:

Decision needed by: May 7, 2021

Approved:

Rick Holt, Cumming Corp.

Robert Faust, Cumming Corp.

Edmund V. Most, City of Charleston

Bernard Costantino, Moody Nolan

(Circle One)

(Circle One)

(Circle One)

(Circle One)

(Circle One)
Date Submitted: May 21, 2021

To: Edmund Most  
City of Charleston

Re: International African American Muesum

Bulletin 31 - Exhibits Changes

Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

| Work Description: | Provide all required Labor, Materials, Equipment, and Administrative/Support costs to supply and install work associated with Bulletin 31. They will be per specs and drawings issued to Turner, scope of work as detailed within the Subcontractor’s quote(s) &/or correspondence attached. The design has started and the will be submitted based on the new findings. Work in the field can not start with out signed change order. |

| Pricing:        | ROM Estimate of GR’s & Insurances [ ] ROM Estimate for Entire PCO [ ] Lump Sum or Firm Fixed Unit Pricing for Trade Contractors - See Detailed Estimates [ ] |
| Time Impact:    | Evaluating Potential for Time Impact [X] Evaluated - NO TIME IMPACT [ ] Calendar Days Requested (See attached FRAGNET/Schedule Impact Analysis) [ ] |
| Work has been Completed [ ] Work Has Commenced &/or is Ongoing [ ] Work Authorization is Requested By: [ ] |

Submitted By: Contractor: TURNER BROWNSTONE  
05/21/2020  $86,454  Amount Requested

Walter Lewis Project Engineer  Dated

 Reviewed By: Program Manager: CUMMING

Authorized Action:  
Authorized to Proceed While Pricing [ ] Price Only [ ] Do Not Proceed or Price [ ]

Approved By: Owner: City of Charleston

Authorized Action:  
Authorized to Proceed While Pricing [ ] Price Only [ ] Do Not Proceed or Price [ ]
# International African American Muesum

General Summary of the Estimate

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description of Work</th>
<th>DETAIL ESTIMATE OF DIRECTS</th>
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<tbody>
<tr>
<td>A1</td>
<td>GENERAL REQUIREMENTS (GR'S) &amp; GENERAL CONDITIONS (GC'S)</td>
<td>SELF PERFORMED LABOR $0</td>
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<tr>
<td>A2</td>
<td>GENERAL REQUIREMENTS (GR's) &amp; GENERAL CONDITIONS (GC's)</td>
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<td>TRADE DIRECTS</td>
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**Subtotal Trade Directs** $79,523

**Subtotal** $79,523

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**Estimate Total** $86,454
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<tr>
<td>Sonny Wall</td>
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<td>LS</td>
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<td>Café Wall</td>
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<td>LS</td>
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**Total Direct Work Subtotal:** $79,523
To: Turner Construction  
5300 Virginia Way  
Brentwood, TN 37027  
Phone: (615)231-6300  
Contact: Walt Lewis  

Description: Cafe Wall PAC Box Removal

<table>
<thead>
<tr>
<th>Labor</th>
<th>Total Hrs</th>
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<th>Total</th>
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<tbody>
<tr>
<td>Install Plywood-DW</td>
<td>4.00</td>
<td>45.00</td>
<td>$180.00</td>
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<tr>
<td>Hang Drywall (Walls Only)-DW</td>
<td>4.00</td>
<td>45.00</td>
<td>$180.00</td>
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<td><strong>Total Labor</strong></td>
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<td><strong>$360.00</strong></td>
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Subtotal for Detail $360.00

Labor Total: $360.00  
Material Total: $0.00  
Sub Trade Total: $0.00  
Adjustments Total: $0.00  
Equipment Total: $0.00  
Misc. Total: $0.00  
Sub Total: $360.00  
Mark Up: $36.00 10.00%  
Total: **$396.00**

*Joel Ofsthun  
Project Manager*
To: Turner Construction  
5300 Virginia Way  
Brentwood, TN 37027  
Phone: (615)231-6300  

Contact: Walt Lewis

Project: International African American Museum  
14 Wharfside Street  
Charleston, SC

Description: Sony Display Wall ROM plywood, drywall

<table>
<thead>
<tr>
<th>Labor</th>
<th>Total Hrs</th>
<th>Rate</th>
<th>Total</th>
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<td>Demolition-DW</td>
<td>8.00</td>
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<td><strong>$1,080.00</strong></td>
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<tr>
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<th>Unit Price</th>
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<tbody>
<tr>
<td>5/8&quot; CDX PLYWOOD</td>
<td>4' X 8'</td>
<td>1.00 EA</td>
<td></td>
<td>1.23 SQFT</td>
<td>$39.36</td>
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<tr>
<td>5/8&quot; TYPE X GLASS MAT MOLD/ABUSE RESISTANT WALLBOARD</td>
<td>10'</td>
<td>1.00 SHT</td>
<td>.78 SQFT</td>
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<td><strong>Total Material</strong></td>
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<td>$70.56</td>
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**Subtotal for Detail** $1,150.56

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<th>Miscellaneous</th>
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<tr>
<td>Rounding</td>
<td>$0.35</td>
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**Total Miscellaneous Charges** $0.35

| Labor Total:           | $1,080.00 |
| Material Total:        | $70.56    |
| Sub Total:             | $1,150.91 |
| Mark Up:               | $115.09   |
|                      | 10.00%    |

**Total:** $1,266.00
To: Turner Construction  
5300 Virginia Way  
Brentwood, TN 37027  
Phone: (615)231-6300  
Contact: Walt Lewis

Description: Display area Donor sign

<table>
<thead>
<tr>
<th>Labor</th>
<th>Total Hrs</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hang Drywall (Walls Only)-DW</td>
<td>2.00</td>
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<tr>
<td>Blocking Labor-DW</td>
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<td>45.00</td>
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<td><strong>Total Labor</strong></td>
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<td>$180.00</td>
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<table>
<thead>
<tr>
<th>Material</th>
<th>Size</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot; CDX PLYWOOD</td>
<td>4' X 8'</td>
<td>1.00 EA</td>
<td>1.23 SQFT</td>
<td>$39.36</td>
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<tr>
<td><strong>Total Material</strong></td>
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<td></td>
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<td>$39.36</td>
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</table>

**Subtotal for Detail** $219.36

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<tr>
<td>Rounding</td>
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<tr>
<td><strong>Total Miscellaneous Charges</strong></td>
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</table>

Labor Total: $180.00  
Material Total: $39.36  
Misc. Total: $-0.27  
Sub Total: $219.09  
Mark Up: $21.91 10.00%  
Total: $241.00
To: Turner Construction  
5300 Virginia Way  
Brentwood, TN 37027  
Phone: (615)231-6300  
Contact: Walt Lewis

Project: International African American Museum  
14 Wharfside Street  
Charleston, SC

Description: Add TV near Gift Shop, remove drywall, add blocking, reinstall drywall

<table>
<thead>
<tr>
<th>Labor</th>
<th>Total Hrs</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition-DW</td>
<td>2.00</td>
<td>45.00</td>
<td>$90.00</td>
</tr>
<tr>
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<td>3.00</td>
<td>45.00</td>
<td>$135.00</td>
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<tr>
<td>Hang Drywall (Walls Only)-DW</td>
<td>2.00</td>
<td>45.00</td>
<td>$90.00</td>
</tr>
<tr>
<td><strong>Total Labor</strong></td>
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<td>$315.00</td>
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Subtotal for Detail $315.00

| Labor Total:                  | $315.00   |
| Material Total:               | $0.00     |
| Sub Trade Total:              | $0.00     |
| Adjustments Total:            | $0.00     |
| Equipment Total:              | $0.00     |
| Misc. Total:                  | $0.00     |
| **Sub Total:**                | $315.00   |
| Mark Up:                      | $31.50    |
| **Total:**                    | $346.50   |

Joel Ofsthun  
Project Manager

7317 Peppermill Pkwy, N. Charleston, South Carolina, 29418  
T:843-793-6020  Fax:  

Date: Mar 26, 2021  
Job #: 19-0998
Walt,
Below is the ROM pricing requested based on the written scope below in this thread.

THIS IS A RANDOM ORDER OF MAGNITUDE price only. Final pricing and schedule of work scope must be confirmed.

Price: $17,305

Includes:
Demo of electrical components by Watson, demo of drywall, plywood, framing, ceiling where applicable) by others.
(6) 3/4" EMT homerun conduit runs/ 18 120 volt 20 amp circuits from room E210 (no panel designated)
(18) 120 volt / 20 amp new circuit breakers (no panel designated)
Relocate (1) power and (1) data
One (1) circuit and termination to Donor Signage
Conductors-#10 awg
Relocate (1) power and (1) data.
Relocate (1) PAC box.

Excludes:
Furnishing PAC boxes.
Pricing for light fixtures-quantity and type unknown.
Furnishing and installing Donor Sign
Light Control programming and/or additional components.

Clarification:
Blocking, cutting, patching by others.
Final pricing pending final documents.
No termination points or type specified for (18) circuits
Conduit, wire, plastic and steel prices fluctuate.

Watson Electrical
Dale Winovich
Operations Manager
3215 Fortune Drive
North Charleston, SC 29418
M: 843-637-5873
dwinovich@watsonelec.com
From: Lewis, Walter - (CAR) <wlewis@tcco.com>
Sent: Thursday, March 25, 2021 7:20 AM
To: Winovich, Dale <DWinovich@watsonelec.com>
Subject: FW: ROM Pricing

One Correction – It is 18 Circuits 8 on each side, that fit in 3 conduit on each side.

Let me know if there are any questions

Thanks

Walter Lewis | Project Manager
Turner Construction Company
Mobile: 704.936.6991
Email: wlewis@tcco.com

From: Lewis, Walter - (CAR)
Sent: Wednesday, March 24, 2021 7:38 PM
To: Winovich, Dale <DWinovich@watsonelec.com>; Ofsthun, Joel <JOfsthun@precisionwalls.com>
Cc: LoDato, AJ - (CAR) <alodato@tcco.com>
Subject: ROM Pricing

Dale / Joel,

I need ROM pricing on these asap. (Tomorrow)
Dale - we walked this with George today – I put my rough time estimate on these

Joel - If you have questions please give me a call.

Item 1 - **Sony Display Walls** - Add a total of 8 circuits 4 on each side of the Gallery.
  - Demo Wall (Gallery side) – 2 ea - 1 Day
  - Run new home runs to E201 – Across Ceiling from Display wall into Panel 2 - Days
  - Run conduits (6) down and out on the North Side – 1 Days
  - Split 3 and go down to floor and across for South Side – 1 Days
  - Surface mount conduit to face of wall and add circuits as required. - 2 Days
  - Patch Back both sides of Gallery walls - 1 day
  - Pull Wire and make additional connections in the Electrical room. – 2 Days

Causes delays in Drywall hanging and Finishing in Hallway, Gallery walls

Item 2 – **Café Wall – PAC Box Removal** – Remove PAC Box
  - Remove Pac Box From wall – 1 HR
  - Patch Hole with Dry Wall – 3 HR

No Delay – Just additional scope.

Item 3 – **Add TV Near Gift Shop**
  - Remove Drywall
  - Move Pac Box to new Location
  - Add Blocking (currently 2 layers of Drywall) (for 1 TV)
  - Assumes 1 Pac box for 2 TV’s
- Reinstall Drywall

Cannot complete Drywall finishing at the Café area or Ceiling work from there to E201

Item 4 –  **Display Area – Donor Sign**
- Remove Pac Box – .5 HR
- Remove Data Conduit -.5 HR
- Move Power to Duplex Power – 1HR
- Add Circuit for Lighting Controls – From E201 Panel – 2 Days
- Add Blocking entire area – 2 HR
- Add Light Fixtures – Not specified yet – TBD

Work would have to be complete before Metal Panels or delay Metal Panel install (Approx May 1)

Thanks

Walt

**Walter Lewis | Project Manager**
**Turner Construction Company**
**Mobile: 704.936.6981**
**Email: wlewis@tcco.com**

This email has been scanned for email related threats and delivered safely by Mimecast.
**Cumming Change Order Proposal Review Form**

**To:** Edmund V. Most  
**From:** Mike Risteski  
**Date:** 5/5/2021  
**Contractor:** Turner Construction Company  

**Project:** CP 1425 International African American Museum  
**Project No.:** CP 1425  
**Proposal No.:** Change Order Request No. 112R  
**Contract:** Construction  

---

**Description of work to be performed:**  
**Bulletin 16.3 - Data Changes Additions**  
This request covers the cost associated with materials and labor for adding additional data infrastructure. Included in the request are changes to framing, electrical conduits and storm drain line to accommodate the data changes in bulletin 16.3.

---

**Justification:**  
A - Customer Requested Change

---

**Attachments:**  
- J&A from Project Manager
- Independent Cost Estimate
- Pre-Negotiation Position (PNP)

---

**Cost Estimate (Expected to Exceed $10,000)**  
Change Proposal Request from CMR with Detailed Backup

---

**Proposal Cost (not to exceed):** $106,570.00  
Owner Contingency Allow. Bal.

**Time Extension Requested:**  
- Time Extension Recommended:

---

**Special Circumstances:**  
This change will net in a $0.00 contract modification as the $960,000.00 Owner Contingency allowance will be accessed to cover the cost of this scope.

---

**Consequence of Rejection:**

---

**Comments by Supervisor:**

---

**Approved:**

---

**Decision needed by:**

---

**(NO) [YES] (Circle One)**  
Rick Holt, Cumming Corp.  
Robert Faust, Cumming Corp.  
Edmund V. Most, City of Charleston  
Bernard Costantino, Moody Nolan  

---

**Mike Risteski**  
Jonathan Robert, Cumming Corp.
Date Submitted: April 24, 2021

To: Edmund Most  
City of Charleston

Re: International African American Muesum  
Bulletin 16.3 Changes

Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

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<tr>
<th>Work Description:</th>
<th>Provide all required Labor, Materials, Equipment, and Administrative/Support costs to supply and install work associated with Bulletin 16.3. They will be per specs and drawings issued to Turner, scope of work as detailed within the Subcontractor's quote(s) &amp;/or correspondence attached. The design has started and the will be submitted based on the new findings. Work in the field can not start with out signed change order.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
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<tbody>
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<td>Pricing:</td>
<td>ROM Estimate of GR's &amp; Insurances</td>
<td>ROM Estimate for Entire PCO</td>
<td>Lump Sum or Firm Fixed Unit Pricing for Trade Contractors - See Detailed Estimates</td>
<td></td>
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<tr>
<td>Time Impact:</td>
<td>Evaluating Potential for Time Impact</td>
<td>Evaluated - NO TIME IMPACT</td>
<td>Calendar Days Requested (See attached FRAGNET/Schedule Impact Analysis)</td>
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<tr>
<td></td>
<td>Work has been Completed</td>
<td>Work Has Commenced &amp;/or is Ongoing</td>
<td>Work Authorization is Requested By:</td>
<td></td>
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</table>

Submitted By:  
Contractor: TURNER BROWNSTONE  
$106,570  
Amount Requested

Walter Lewis  Project Engineer  
Dated

Reviewed By:  
Program Manager: CUMMING  
Dated

Approved By:  
Owner: City of Charleston  
$106,570  
Amount Approved
International African American Museum  
General Summary of the Estimate

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<tr>
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<td>CCP @</td>
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<td>= $2,456.65</td>
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<td>Subguard @</td>
<td>0.012</td>
<td>= $1,176.31</td>
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<td>= $717.55</td>
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<tr>
<td>Procore @</td>
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<tr>
<td>Overhead and Profit</td>
<td>3.20%</td>
<td>= $3,331.92</td>
</tr>
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SUBTOTAL $98,026  

ESTIMATE TOTAL $106,570
# INTERNATIONAL AFRICAN AMERICAN MUSEUM

**DETAIL ESTIMATE OF DIRECTS**

**COR No.: 112R**

## GENERAL REQUIREMENTS (GR's) & GENERAL CONDITIONS (GC’s)

### DESCRIPTION

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<tbody>
<tr>
<td><strong>GENERAL REQUIREMENTS (GR’s) &amp; GENERAL CONDITIONS (GC’s)</strong></td>
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## TRADE DIRECTS

### DESCRIPTION

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<th>DESCRIPTION</th>
<th>RATE</th>
<th>UNIT</th>
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<td>1</td>
<td>LS</td>
<td>$2,883.00</td>
</tr>
<tr>
<td>2</td>
<td>CP Maritime - Change Order 10 - Bulletin 16.3</td>
<td>$7,712.00</td>
<td>1</td>
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<td>$7,712.00</td>
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<tr>
<td>3</td>
<td>Precision Walls - Bulletin 16.3</td>
<td>$14,176.00</td>
<td>1</td>
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<td>4</td>
<td>Watson - Bulletin 16.3</td>
<td>$12,490.00</td>
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<td>5</td>
<td>Merigo - Bulletin 16.3</td>
<td>$1,900.00</td>
<td>1</td>
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<td>$1,900.00</td>
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<tr>
<td>6</td>
<td>Speaker outlet out of Drywall 16.3</td>
<td>$11,063.00</td>
<td>1</td>
<td>LS</td>
<td>$11,063.00</td>
</tr>
<tr>
<td>7</td>
<td>Framing Mains - Need to revise to install Speakers</td>
<td>$13,323.00</td>
<td>1</td>
<td>LS</td>
<td>$13,323.00</td>
</tr>
<tr>
<td>10</td>
<td>Remove Electrical Conduit and reinstall due to location of Screen (Allowance)</td>
<td>$10,000.00</td>
<td>1</td>
<td>LS</td>
<td>$10,000.00</td>
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<tr>
<td>11</td>
<td>Remove and reinstall Storm Drain Line to make room for projector (Allowance)</td>
<td>$10,000.00</td>
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<td>$10,000.00</td>
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<tr>
<td>12</td>
<td>Added Diffusers</td>
<td>$850.00</td>
<td>1</td>
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<td>13</td>
<td>Added Speaker Cables Supply and Install</td>
<td>$8,500.00</td>
<td>1</td>
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<td>$8,500.00</td>
</tr>
</tbody>
</table>

**DIRECT WORK SUBTOTAL** | **$88,026**
Description of work to be performed: Bulletin 16.4 - Added Exhaust Fans
This request covers the cost associated with materials and labor for adding additional exhaust fans per bulletin 16.4.

Justification: A - Customer Requested Change

Attachments: J&A from Project Manager
Independent Cost Estimate
Pre-Negotiation Position (PNP)

Proposal Cost (not to exceed): $13,915.00 Owner Contingency Allow. Bal. Time Extension Requested: 
Time Extension Recommended: 

Special Circumstances: This change will not in a $0.00 contract modification as the $960,000.00 Owner Contingency allowance will be accessed to cover the cost of this scope.

Consequence of Rejection: 

Comments by Supervisor: 

Decision needed by: May 7, 2021

Approved: 

(Circle One)

(Circle One)

(Circle One)

(Circle One)

(Circle One)

(Circle One)
Date Submitted: April 6, 2021
To: Edmund Most
   City of Charleston
Re: International African American Muesum
   Bulletin 16.4 Changes

Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

| Work Description: | Provide all required Labor, Materials, Equipment, and Administrative/Support costs to supply and install work associated with Bulletin 16.4. They will be per specs and drawings issued to Turner, scope of work as detailed within the Subcontractor's quote(s) &/or correspondence attached. The design has started and the will be submitted based on the new findings. Work in the field can not start with out signed change order. |

| Reason: | ✔ Owner Directive |
| Pricing: | ROM Estimate of GR's & Insurances |
| Time Impact: | ✔ Evaluating Potential for Time Impact |
| | Work has been Completed |

Submitted By: Contractor: TURNER BROWNSTONE
Walter Lewis Project Engineer
Dated

Requested Action:
Authorized to Proceed
While Pricing
Price Only
Do Not Proceed or Price

Authorized Action:
Authorized to Proceed
While Pricing
Price Only
Do Not Proceed or Price

Reviewed By: Program Manager: CUMMING
Dated

Approved By: Owner: City of Charleston
Edmund Most
Dated

$13,915
Amount Requested

$13,915
Amount Approved
## International African American Muesum
### General Summary of the Estimate

**COR No.: 111**

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description of Work</th>
<th>DETAIL ESTIMATE OF DIRECTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>GENERAL REQUIREMENTS (GR's) &amp; GENERAL CONDITIONS (GC's) SELF PERFORMED LABOR</td>
<td>$0</td>
</tr>
<tr>
<td>A2</td>
<td>GENERAL REQUIREMENTS (GR's) &amp; GENERAL CONDITIONS (GC's) MATERIAL(S) &amp; EQUIPMENT</td>
<td>$0</td>
</tr>
<tr>
<td>A3</td>
<td>TRADE DIRECTS</td>
<td>$12,799.00</td>
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A4 SUBTOTAL TRADE DIRECTS $12,799

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description of Work</th>
<th>Percentage</th>
<th>Calculation</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>A6</td>
<td>CCIP                                                    @ 2.50%     =</td>
<td>$315.98</td>
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</tr>
<tr>
<td>A7</td>
<td>Subguard                                               @ 0.012%    =</td>
<td>$153.59</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A8</td>
<td>Builders Risk                                          @ 0.64%      =</td>
<td>$107.51</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Performance and Payment Bond                           @ 0.00732%  =</td>
<td>$93.59</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A9</td>
<td>Procore                                                 @ 0.04500%  =</td>
<td>$5.76</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A10</td>
<td>Overhead and Profit                                    @ 3.25%      =</td>
<td>$435.34</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUBTOTAL** $12,799

**ESTIMATE TOTAL** $13,915
### INTERNATIONAL AFRICAN AMERICAN MUSEUM

**DETAIL ESTIMATE OF DIRECTS**

**COR No.:** 111

<table>
<thead>
<tr>
<th>DIVISIONS OF WORK</th>
<th>RATE</th>
<th>UNIT</th>
<th>UNITS</th>
<th>SUBTOTAL</th>
<th>TOTAL</th>
<th>COMMENTS</th>
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</thead>
<tbody>
<tr>
<td>GENERAL REQUIREMENTS (GR's) &amp; GENERAL CONDITIONS (GC's)</td>
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**TRADE DIRECTS**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>RATE</th>
<th>UNIT</th>
<th>UNITS</th>
<th>SUBTOTAL</th>
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<tbody>
<tr>
<td>Additional Scope of Work</td>
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<tr>
<td>1 SMS - Bulletin 10.4 Changes</td>
<td>$10,654.00</td>
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<tr>
<td>2 Watson - Bulletin 10.4 - No additional costs</td>
<td>$2,145.00</td>
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<td>$2,145.00</td>
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**$12,799**

**DIRECT WORK SUBTOTAL** $12,799
Proposal Request Form

Name of Subcontractor: Superior Mechanical Systems
Contract Number: 
Name of Project: International African American Museum
Date: 4/6/2021

Description of Change: Added Exhaust Fans per Bulletin 16

<table>
<thead>
<tr>
<th>SUB-CONTRACTOR</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Cost of Materials</td>
<td>$ 5,869.00</td>
</tr>
<tr>
<td>2 Eligible Tax</td>
<td>$ 425.50</td>
</tr>
<tr>
<td>3 Overhead &amp; Profit (15% of Line 1 &amp; 2)</td>
<td>$ 944.18</td>
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<tr>
<td>4 Materials &amp; Equipment Subtotal</td>
<td>$ 7,238.68</td>
</tr>
<tr>
<td>5 Labor (Overhead &amp; Profit Included)</td>
<td>$ 8,014.32</td>
</tr>
<tr>
<td>6 Labor SubTotal</td>
<td>$ 8,014.32</td>
</tr>
<tr>
<td>7 Subcontractor</td>
<td>$ 2,400.00</td>
</tr>
<tr>
<td>8 Overhead &amp; Profit (10% of Line 7)</td>
<td>$ 240.00</td>
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<tr>
<td>9 Second-tier Subcontractor SubTotal</td>
<td>$ 2,640.00</td>
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<tr>
<td>10 Bond Increase (1.1%)</td>
<td>$ -</td>
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<tr>
<td><strong>PROPOSAL TOTAL</strong> (Sum of Lines 7 and 10)</td>
<td>$ 10,654.32</td>
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</tbody>
</table>

Additional Contract Time Required (Impact to Project Critical Path)

Days: 

Submitted By:

Date: 4/6/2021

Contractor's Representative
<table>
<thead>
<tr>
<th>Products</th>
<th>Unit Cost</th>
<th>Quantity</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Exhaust Fans</td>
<td>$</td>
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<td>$3,624.00</td>
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<tr>
<td>Ductwork and Accessories</td>
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<td>$2,245.00</td>
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<td>3</td>
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<td>$</td>
<td></td>
<td>$</td>
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<tr>
<td>5</td>
<td>$</td>
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<td>$</td>
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<tr>
<td>6</td>
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<tr>
<td>7</td>
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<tr>
<td>8</td>
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<td>9</td>
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<td>10</td>
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<td>14</td>
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<td>15</td>
<td>$</td>
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</tr>
<tr>
<td>16</td>
<td>$</td>
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<td>$</td>
</tr>
<tr>
<td>17</td>
<td>$</td>
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</tr>
<tr>
<td>18</td>
<td>$</td>
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<td>$</td>
</tr>
<tr>
<td>19</td>
<td>$</td>
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<td>$</td>
</tr>
<tr>
<td>20</td>
<td>$</td>
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<td>$</td>
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<tr>
<td><strong>subtotal</strong></td>
<td><strong>$ 5,869.00</strong></td>
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<tr>
<td>Eligible Sales Tax</td>
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<td><strong>subtotal</strong></td>
<td><strong>$ 6,294.50</strong></td>
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Proposal Request Form

Itemized Equipment Breakdown

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<th>Unit Cost</th>
<th>Quantity</th>
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<tr>
<td>20</td>
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</table>

SUBTOTAL $
### Proposal Request Form

#### Itemized Labor Breakdown

<table>
<thead>
<tr>
<th>Labor Classification</th>
<th>Labor Rate</th>
<th>Hours</th>
<th>Total</th>
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<tbody>
<tr>
<td>Duct Mechanic</td>
<td>$60.86</td>
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<tr>
<td>Duct Helper</td>
<td>$39.33</td>
<td>120</td>
<td>$4,719.60</td>
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<td>Foreman</td>
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<td>$560.00</td>
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<tr>
<td>Coordination</td>
<td>$75.08</td>
<td>4</td>
<td>$300.32</td>
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<td><strong>SUBTOTAL</strong> $8,014.32</td>
</tr>
</tbody>
</table>
**Proposal Request Form**

**Itemized Subcontractors Listing**

<table>
<thead>
<tr>
<th>Subcontractors</th>
<th>Activity</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
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<td>Rental Fee</td>
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<td></td>
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<tr>
<td>20</td>
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<td></td>
</tr>
</tbody>
</table>

**SUBTOTAL** $2,400.00
PROPOSED CHANGE ORDER

WATSON ELECTRICAL CONSTRUCTION CO.
3215 Fortune Dr.
Suite 109
Charleston, SC 29418

PCO # 44
Date: 4/2/2021
Project Name: IAAM Museum
Project Number: 21071
Page Number: 1

Client Address:
Turner Construction / Brownstone Management and Design
Contact: Wait Lewis
4055 Faber Place
Suite 202
North Charleston, South Carolina 29405

Work Description

SCOPE OF WORK:
Bulletin 16.4

Includes:
Conduit and wiring for (2) exhaust fans TF-1 and TF-2, Level 3.
Use spare breaker circuit #22 in Panel DP-L3.
3/4" EMT conduit and #10 awg conductors.

Excludes:
Disconnect, by mechanical contractor.
New circuit breaker.
Mechanical equipment/fans.

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within 10 days from the date of receipt.
We request a time extension of 2 days.
We will supply and install all materials, labor, and equipment as per your instructions on <CCN_44>.

Itemized Breakdown

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Total Mat.</th>
<th>Total Hrs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4&quot; CONDUIT - EMT</td>
<td>106</td>
<td>179.16</td>
<td>5.30</td>
</tr>
<tr>
<td>3/4&quot; CONN COMP STL - EMT</td>
<td>2</td>
<td>8.12</td>
<td>0.28</td>
</tr>
<tr>
<td>3/4&quot; COUPLING COMP STL - EMT</td>
<td>11</td>
<td>51.52</td>
<td>3.30</td>
</tr>
<tr>
<td>3/4&quot; BUSHING GRDG INSUL - STEEL</td>
<td>4</td>
<td>15.97</td>
<td>0.20</td>
</tr>
<tr>
<td>1/2 OR 3/4&quot; SNAP CLOSE CLIP - BTM MNT ON 1/4&quot; FLNG HNGR</td>
<td>12</td>
<td>24.22</td>
<td>0.60</td>
</tr>
<tr>
<td>1/2 OR 3/4&quot; CONDUIT+BOX SUPPORT - BTM MNT ON 1/4&quot; FLNG HNGR</td>
<td>1</td>
<td>6.42</td>
<td>0.05</td>
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<tr>
<td>3/4&quot; FLEX - ALUMINUM</td>
<td>6</td>
<td>11.87</td>
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<tr>
<td>3/4&quot; CONN FLEX DC SQUEEZE STRAIGHT</td>
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<tr>
<td>#12 THHN SOLID BLACK</td>
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<td>0.41</td>
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<tr>
<td>#10 THHN SOLID BLACK</td>
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<td>146.80</td>
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<tr>
<td>WIRE CONN RED</td>
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<td>0.03</td>
</tr>
<tr>
<td>WIRE CONN RED (#16 TO #10)</td>
<td>6</td>
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<tr>
<td>4x 1 1/2&quot; SQ BOX COMP KO</td>
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<td>4&quot; SQ BLANK COVER</td>
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<td>5.91</td>
<td>0.08</td>
</tr>
<tr>
<td>4&quot; SQ 1x TOGGLE SWITCH COVER</td>
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<td>24.85</td>
<td>0.16</td>
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<tr>
<td>GROUND SCREW W/ INSUL #12 LEAD</td>
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<td>10.89</td>
<td>0.10</td>
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<tr>
<td>#8 TO #10x 7/8 PLAS ANCHOR (3/16)</td>
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<td>0.45</td>
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</table>

ORIGINAL
## PROPOSED CHANGE ORDER

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Total Mat.</th>
<th>Total Hrs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>#10x 1 P/H SELF-TAP SCREW</td>
<td>10</td>
<td>1.60</td>
<td>0.55</td>
</tr>
<tr>
<td>#8x 1/2 WAFFER HEAD SELF-TAP STUD SCREW - 12G</td>
<td>2</td>
<td>0.08</td>
<td>0.10</td>
</tr>
<tr>
<td>20A 120-277V S/P SW - TOGGLE IVY (SG)</td>
<td>2</td>
<td>48.28</td>
<td>0.50</td>
</tr>
<tr>
<td>#10/2C + GRD MOTOR TERM</td>
<td>2</td>
<td>0.00</td>
<td>0.70</td>
</tr>
<tr>
<td>TERM</td>
<td>2</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td>490</td>
<td>621.80</td>
<td>17.43</td>
</tr>
</tbody>
</table>

### Summary

- General Materials
  - 621.80
- Material Tax
  - 55.96
- **Material Total**
  - 677.76
- JOURNEYMAN
  - (17.43 Hrs @ $45.00)
  - 784.35
- FOREMAN
  - (2.61 Hrs @ $50.00)
  - 130.50
- SAFETY @ 3.5%
  - (0.61 Hrs @ $52.00)
  - 31.72
- PM&S
  - (20.65 @ 0.00 @ $6.00 + 0.000 % + 0.000 % + 0.000 %)
  - 123.90
- VDC
  - (20.65 @ 0.00 @ $1.00 + 0.000 % + 0.000 % + 0.000 %)
  - 20.65
- VEHICLES
  - (20.65 @ 0.00 @ $2.50 + 0.000 % + 0.000 % + 0.000 %)
  - 51.63
- CONSUMABLES
  - (20.65 @ 0.00 @ $0.30 + 0.000 % + 0.000 % + 0.000 %)
  - 6.20
- HEALTH & HYGEINE
  - (20.65 @ 0.00 @ $1.00 + 0.000 % + 0.000 % + 0.000 %)
  - 20.65
- **Subtotal**
  - 1,847.36
- Overhead
  - (15.00 %)
  - 277.10
- **Subtotal**
  - 2,124.46

### Final Amount

- 2,145.70

## CONTRACTOR CERTIFICATION

**Name:**

**Date:**

**Signature:**

> I hereby certify that this quotation is complete and accurate based on the information provided.

## CLIENT ACCEPTANCE

**PCO #:** 44  
**Final Amount:** $2,145.70

**Name:**

**Date:**

**Signature:**

**Change Order #:**

> I hereby accept this quotation and authorize the contractor to complete the above described work.
To: Edmund V. Most  
From: Mike Risteski  
Date: 5/5/2021  
Contractor: Turner Construction Company  

Project: CP 1425 International African American Museum  
Project No.: CP 1425  
Proposal No.: Change Order Request No. ‘110  
Contract: Construction  

Description of work to be performed: Bulletin 16.2 - Data Infrastructure Changes  
This request covers the cost associated with materials and labor for adding additional data infrastructure per bulletin 16.2  

Justification: A - Customer Requested Change  

Attachments: J&A from Project Manager  
Independent Cost Estimate  
Pre-Negotiation Position (PNP)  
Cost Estimate (Expected to Exceed $16,000)  
Change Proposal Request from CMIR with Detailed Backup  

Proposal Cost (not to exceed): $72,645.00  
Owner Contingency Allow. Bal.  
Time Extension Requested: -  
Time Extension Recommended: -  

Special Circumstances: This change will not in a $0.00 contract modification as the $960,000.00 Owner Contingency allowance will be accessed to cover the cost of this scope.  

Consequence of Rejection:  

Comments by Supervisor:  

Decision needed by: May 7, 2021  

Approved:  
Rick Hoff, Cumming Corp.  
Robert Faust, Cumming Corp.  
Edmond V. Most, City of Charleston  
Bernard Costantino, Moody Nolan  

Mike Risteski  
Jonathan Roberts, Cumming Corp.
Date Submitted: April 6, 2021

To: Edmund Most
City of Charleston

Re: International African American Museum
Bulletin 16.2 Changes

Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

<table>
<thead>
<tr>
<th>Work Description:</th>
<th>Provide all required Labor, Materials, Equipment, and Administrative/Support costs to supply and install work associated with Bulletin 16.2. They will be per specs and drawings issued to Turner, scope of work as detailed within the Subcontractor's quote(s) &amp;/or correspondence attached. The design has started and will be submitted based on the new findings. Work in the field can not start without signed change order.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pricing:</td>
<td>ROM Estimate of GR's &amp; Insurances</td>
<td>ROM Estimate for Entire PCO</td>
<td>Lump Sum or Firm Fixed Unit Pricing for Trade Contractors - See Detailed Estimates</td>
<td></td>
</tr>
<tr>
<td>Time Impact:</td>
<td>Evaluating Potential for Time Impact</td>
<td>Evaluated - NO TIME IMPACT</td>
<td>Calendar Days Requested (See attached FRAGNET/Schedule Impact Analysis)</td>
<td></td>
</tr>
<tr>
<td>Work has been Completed</td>
<td>Work Has Commenced &amp;/or is Ongoing</td>
<td>Work Authorization is Requested By:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Submitted By: 
Walter Lewis - Project Engineer
04/06/2021

Contractor: TURNER BROWNSTONE

Requested Action:
- Authorized to Proceed While Pricing
- Price Only
- Do Not Proceed or Price

Authorized Action:
- Authorized to Proceed While Pricing
- Price Only
- Do Not Proceed or Price

Amount Requested: $72,645

Reviewed By: Program Manager: CUMMING

Approved By: Owner: City of Charleston

Amount Approved: $72,645
<table>
<thead>
<tr>
<th>Item #</th>
<th>Description of Work</th>
<th>DETAIL ESTIMATE OF DIRECTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>GENERAL REQUIREMENTS (GR%) &amp; GENERAL CONDITIONS (GCS)</td>
<td>SELF PERFORMED LABOR $0</td>
</tr>
<tr>
<td>A2</td>
<td>GENERAL REQUIREMENTS (GR%) &amp; GENERAL CONDITIONS (GCS)</td>
<td>MATERIAL(S) &amp; EQUIPMENT $0</td>
</tr>
<tr>
<td>A3</td>
<td>TRADE DIRECTS</td>
<td>$66,821.00</td>
</tr>
</tbody>
</table>

**SUBTOTAL TRADE DIRECTS** $66,821

<table>
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<tr>
<th>Item #</th>
<th>Description of Work</th>
<th>%</th>
<th>ESTIMATE</th>
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<tbody>
<tr>
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<td>A5</td>
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<td>A6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A8</td>
<td>CCIP</td>
<td>2.50%</td>
<td>$1,670.53</td>
</tr>
<tr>
<td>A9</td>
<td>Subguard</td>
<td>0.612</td>
<td>$801.85</td>
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<tr>
<td>A14</td>
<td>Builders Risk</td>
<td>0.64%</td>
<td>$561.30</td>
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<tr>
<td></td>
<td>Performance and Payment Bond</td>
<td>0.00732</td>
<td>$489.13</td>
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<tr>
<td>A11</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A14</td>
<td>Procure</td>
<td>0.045%</td>
<td>$30.07</td>
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<tr>
<td>A15</td>
<td>Overhead and Profit</td>
<td>3.25%</td>
<td>$2,271.25</td>
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**ESTIMATE TOTAL** $72,645
<table>
<thead>
<tr>
<th>TRADE DIRECTS</th>
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<tbody>
<tr>
<td><strong>DESCRIPTION</strong></td>
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<tr>
<td><strong>Additional Scope of Work</strong></td>
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<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td><strong>$66,821</strong></td>
</tr>
<tr>
<td><strong>DIRECT WORK SUBTOTAL</strong></td>
</tr>
</tbody>
</table>
International African American Museum (IAAM)

TO: Turner Construction
FOR: Change Order 5 – Bulletin 16.2

A Small Disadvantaged Business, 8(a), Alaska Native Corporation (ANC), HUBZone and ISO 9001

Submitted By: Steven Sahlender
VP of Alaska Group
Goldbelt Inc./CP Marine LLC
603 Pilot House Drive Ste. 400
Newport News, VA 23606
Steven.sahlender@goldbelt.com
850-533-6352

Version: IAAM CO 6
Date: 2/23/2021
Project: CPMG – C03

CP Marine LLC
15 Oregon Ave. Suite 203, Tacoma, WA 98409
<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Notes</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>81</td>
<td>Port Wall Cat6A F/UTP PKG w/ID White</td>
<td>Single run of Cat 6 cable with Single port plate and white keystone jack installed. Head End Term not specified.</td>
<td>$949.76</td>
</tr>
<tr>
<td>1200</td>
<td>Hitachi 4/23 CAT6A U/FTP SUPRA 10GIG CMR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Ortronics Ortr HDJ 1 Port Single Gang Faceplate, White ID Ortr HDJ 1 Port Single Gang Faceplate, White ID</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Ortronics White Clarity CAT6A Shielded High Density Jack, T568A/B Clarity CAT6A Shielded High Density Jack, T568A/B</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>2 Port Floor Cat6A F/UTP Package</td>
<td>This kit contains 2 Cat6 Ports, floor box kit, 2 cat 6A F/UTP Drops, and all keystones and accessories.</td>
<td>$5,592.02</td>
</tr>
<tr>
<td>2800</td>
<td>Hitachi 4/23 CAT6A U/FTP SUPRA 10GIG CMR</td>
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<td></td>
</tr>
<tr>
<td>14</td>
<td>Ortronics Black Clarity CAT6A Shielded High Density Jack, T568A/B Clarity CAT6A Shielded High Density Jack, T568A/B</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>TRI-HUB AF8801GNT</td>
<td>Access floor box round 4 gang granite</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>2 Port Wall Cat6A F/UTP PKG w/ID White</td>
<td>2 bundle drop of Cat 6 cable with 2 port plate and white keystone jack installed. Head End Term not specified.</td>
<td>$1,436.94</td>
</tr>
<tr>
<td>1800</td>
<td>Hitachi 4/23 CAT6A U/FTP SUPRA 10GIG CMR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Ortronics Ortr HDJ 2 Port Single Gang Faceplate, White ID - Copy Ortr HDJ 2 Port Single Gang Faceplate, White ID</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-35</td>
<td>2 Port Wall Cat6A F/UTP PKG w/ID White</td>
<td>2 bundle drop of Cat 6 cable with 2 port plate and white keystone jack installed. Head End Term not specified.</td>
<td>$8,242.50</td>
</tr>
<tr>
<td>-10500</td>
<td>Hitachi 4/23 CAT6A U/FTP SUPRA 10GIG CMR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-140</td>
<td>Ortronics White Clarity CAT6A Shielded High Density Jack, T568A/B Clarity CAT6A Shielded High Density Jack, T568A/B</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>3 Port Wall Cat6A F/UTP PKG w/ID White</td>
<td>3 bundle drop of Cat 6a F/UTP cable with 3 port plate and white keystone jacks installed. Head End Term not specified.</td>
<td>$322.54</td>
</tr>
<tr>
<td>450</td>
<td>Hitachi 4/23 CAT6A U/FTP SUPRA 10GIG CMR</td>
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<td></td>
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<tr>
<td>3</td>
<td>Ortronics Gray Clarity CAT6A Shielded High Density Jack, T568A/B Clarity CAT6A Shielded High Density Jack, T568A/B</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Ortronics Ortr HDJ 3 Port Single Gang Faceplate, White ID - Copy Ortr HDJ 3 Port Single Gang Faceplate, White ID</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-2</td>
<td>4 Port Floor Cat6A F/UTP PKG</td>
<td>This kit contains 4 Cat6 Ports, floor box kit, 4 cat 6 Drops, and all keystones and accessories.</td>
<td>$1,986.60</td>
</tr>
<tr>
<td>-1200</td>
<td>Hitachi 4/23 CAT6A U/FTP SUPRA 10GIG CMR</td>
<td></td>
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<tr>
<td>-16</td>
<td>Ortronics Black Clarity CAT6A Shielded High Density Jack, T568A/B Clarity CAT6A Shielded High Density Jack, T568A/B</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-2</td>
<td>TRI-HUB AF8801GNT</td>
<td>Access floor box round 4 gang granite</td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Quantity</td>
<td>Price</td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td>----------</td>
<td>-------</td>
</tr>
<tr>
<td>-14</td>
<td>4 Port Wall Cat6A F/UTP PKG w/ID White</td>
<td>1</td>
<td>($6,566.84)</td>
</tr>
<tr>
<td></td>
<td>4 bundle drop of Cat 6 cable with 4 port plate and white keystone jacks installed. Head End Term not specified.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-8400</td>
<td>Hitachi 4/23 CAT6A U/FTP SUPRA 10GIG CMR 4/23 CAT6A U/FTP SUPRA 10GIG CMR</td>
<td>1</td>
<td></td>
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<tr>
<td>-14</td>
<td>Ortronics Ortr HDJ 4 Port Single Gang Faceplate, White ID - Copy</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Ortr HDJ 4 Port Single Gang Faceplate, White ID</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-112</td>
<td>Ortronics White Clarity CAT6A Shielded High Density Jack, T568A/B Clarity CAT6A Shielded High Density Jack, T568A/B</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>AV1 - IAAM</td>
<td></td>
<td>$6,309.33</td>
</tr>
<tr>
<td>8550</td>
<td>Hitachi 4/23 CAT6A U/FTP SUPRA 10GIG CMR</td>
<td>4/23 CAT6A U/FTP SUPRA 10GIG CMR</td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>Ortronics Black Clarity CAT6A Shielded High Density Jack, T568A/B Clarity CAT6A Shielded High Density Jack, T568A/B</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>Ortronics Ortronics HDJ 2 Port Plastic Surface Mount White, IDI Ortronics HDJ 2 Port Plastic Surface Mount White, IDI</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>AV3 - IAAM</td>
<td></td>
<td>$110.69</td>
</tr>
<tr>
<td>150</td>
<td>Hitachi 4/23 CAT6A U/FTP SUPRA 10GIG CMR 4/23 CAT6A U/FTP SUPRA 10GIG CMR</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Ortronics Black Clarity CAT6A Shielded High Density Jack, T568A/B Clarity CAT6A Shielded High Density Jack, T568A/B</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Ortronics Ortronics HDJ 2 Port Plastic Surface Mount White, IDI Ortronics HDJ 2 Port Plastic Surface Mount White, IDI</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>72</td>
<td>C2G 1m LC-LC 50/125 OM4 Dplx MM PVC Fiber Optic Cable - aqua 1m LC-LC 50/125 OM4 Duplex Multimode PVC Fiber Optic Cable - Aqua</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>600</td>
<td>Corning 12 Strand Armored MM 50/125 OM4 Riser Fiber 12 Strand Armored MultiMode 50/125 OM4 indoor/Outdoor Riser Distribution Fiber Optic Cable with Corning Fiber</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cabling/ Distribution System total</td>
<td></td>
<td>($7,479.12)</td>
</tr>
<tr>
<td>-49</td>
<td>Milestone XPROTECT ENTERPRISE CAM LIC 20 XPROTECT ENTERPRISE CAM LIC 20</td>
<td></td>
<td>($9,977.38)</td>
</tr>
<tr>
<td>CCTV System Total</td>
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<td></td>
<td>($9,977.38)</td>
</tr>
<tr>
<td>1</td>
<td>AV1 - IAAM</td>
<td></td>
<td>$110.69</td>
</tr>
<tr>
<td>150</td>
<td>Hitachi 4/23 CAT6A U/FTP SUPRA 10GIG CMR 4/23 CAT6A U/FTP SUPRA 10GIG CMR</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Ortronics Black Clarity CAT6A Shielded High Density Jack, T568A/B Clarity CAT6A Shielded High Density Jack, T568A/B</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Ortronics Ortronics HDJ 2 Port Plastic Surface Mount White, IDI Ortronics HDJ 2 Port Plastic Surface Mount White, IDI</td>
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<tr>
<td>1</td>
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<td>$110.69</td>
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<tr>
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<td>1</td>
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<tr>
<td>1</td>
<td>Ortronics Black Clarity CAT6A Shielded High Density Jack, T568A/B Clarity CAT6A Shielded High Density Jack, T568A/B</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Ortronics Ortronics HDJ 2 Port Plastic Surface Mount White, IDI Ortronics HDJ 2 Port Plastic Surface Mount White, IDI</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>AV3 - IAAM</td>
<td></td>
<td>$110.69</td>
</tr>
</tbody>
</table>
1. **Hitachi 4/23 CAT6A U/FTP SUPRA 10GIG CMR 4/23 CAT6A U/FTP SUPRA 10GIG CMR**
   - Ortronics Black Clarity CAT6A Shielded High Density Jack, TS68A/B Clarity CAT6A Shielded High Density Jack, TS68A/B
   - Ortronics Ortronics HDJ 2 Port Plastic Surface Mount White, IDI Ortronics HDJ 2 Port Plastic Surface Mount White, IDI

   **AV System Total:** $77,774.25

2. **CPMG Engineering/Admin Change Order**
   - $625.00

3. **Knowlogix Engineering Change Order - 24 Hours**
   - $3,000.00

   **Project Subtotal:** $63,892.75

   **Total Installation Price:** $63,892.75

   **Sales Tax:** $2,928.41

   **Grand Total:** $66,821.16

---

**Client:** Turner Construction

**Contractor:** CP Marine LLC
Davis, Richard F - (ATL)

From: Winovich, Dale <DWinovich@watsonelec.com>
Sent: Wednesday, March 31, 2021 3:53 PM
To: Davis, Richard F - (ATL)
Cc: Lewis, Walter - (CAR)
Subject: RE: IAAM Bulletins & Change Log

Watson has no new costs for Bulletin 16.2

Rick,
See responses below.

There are several pricing items I'm working on/towards:
RFI? Changed fire pump feeder requirements to be in conduit and concrete encased. I heard about this one but do not know which RFI to review.
Gift Shop millwork case lighting-this was just an email request. No formal doc's that I have. ROM is $6600 (approximately $5300 is the lighting, which was submitted)
Unit Substations-we will have to rework the feeds to the USS A&B but I do not have a clear cutsheet that I can put a price together from.
I've also attached out C/O log for reference.

Thanks Rick. Hope this is valuable and can keep this moving forward. Thanks for the help.

WATSON ELECTRICAL
Dale Winovich
Operations Manager
3215 Fortune Drive
North Charleston, SC 29418
M: 843-637-5873
dwinovich@watsonelec.com

From: Davis, Richard F - (ATL) <rfdavis@tcco.com>
Sent: Friday, March 26, 2021 9:42 AM
To: Winovich, Dale <DWinovich@watsonelec.com>
Subject: FW: IAAM Bulletins

Richard F. Davis | Project Executive
Turner Construction Company
404-504-3700 | mobile 404-456-3101

From: Davis, Richard F - (ATL)
Sent: Wednesday, March 24, 2021 5:53 PM
To: Dale Winovich (dwinovich@watsonelec.com) <dwinovich@watsonelec.com>
Cc: Lewis, Walter - (CAR) (wlewis@tcco.com) <wlewis@tcco.com>
Subject: IAAM Bulletins
Walt has asked me to go over some old bulletins, to make sure we have pricing.

What I have been able to locate indicates that we are missing the following from Watson:

**Bulletin 15.3** — Kitchen/Millwork changes—Could not find #15.3 in Pricing Documents to review.

**Bulletin 15.4** — Ronin Security (may have just received).—Bulletin contains a specification for the Ronin system, and language about electrical power but no drawings showing what is the requirement. Need more info.


**Bulletin 16.2** — Added Elec and Telecom—Covered in 16 and future bulletins; 22 and Watson PCO #37.

**Bulletin 16.3** — Exhibit Changes—Priced as previous RFI 549. Approval pending.


**Bulletin 21.0** — 21.2 — Security Camera-21: no pricing from Watson, if related to shade pockets ASI 28 was pricing for shade paockets, approval pending / 21.2 could not find 21.2 in Pricing Documents to review.

**Bulletin 28** — Deleted Lights—I owe feedback. I know the lights have been in storage for a long time. There’s no credit for the lights, but I have to review for conduit and wire.

**Bulletin 29** — Power for Paper towel dispensers.—Watson has already received this C/O and proceeded with the work.

And Maybe ASI 31 and 33.

Dale — please review above and then give me a call to discuss. We may be able to clear up some of these over the phone.

When do you think you can call with good info?

Thanks!!

---

**Richard F. Davis** | Project Executive
**Turner Construction Company** | 3495 Piedmont Road, Suite 700 | Atlanta, GA 30305
mobile 404.456.3101 | rfdavis@tcco.com
website | linkedin | facebook | twitter | youtube | pinterest

---

This email has been scanned for email related threats and delivered safely by Mimecast.
To: Edmund V. Most  
From: Mike Risteski  
Date: 5/5/2021  
Contractor: Turner Construction Company  

Project: CP 1425 International African American Museum  
Project No.: CP 1425  
Proposal No.: Change Order Request No. 108  
Contract: Construction  

<table>
<thead>
<tr>
<th>Description of work to be performed:</th>
<th>Bulletin 16.1 - Data Infrastructure Changes</th>
</tr>
</thead>
<tbody>
<tr>
<td>This request covers the cost associated with materials and labor for adding additional data infrastructure per bulletin 16.1</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Justification:</th>
<th>A - Customer Requested Change</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Attachments:</th>
<th>J&amp;A from Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Independent Cost Estimate</td>
</tr>
<tr>
<td></td>
<td>Pre-Negotiation Position (PNP)</td>
</tr>
<tr>
<td></td>
<td>Cost Estimate (Expected to Exceed $10,000)</td>
</tr>
<tr>
<td></td>
<td>Change Proposal Request from CMR with Detailed Backup</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Proposal Cost (not to exceed):</th>
<th>$10,868.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time Extension Recommended:</td>
<td>-</td>
</tr>
<tr>
<td>Special Circumstances:</td>
<td>This change will net in a $0.00 contract modification as the $960,000.00 Owner Contingency allowance will be accessed to cover the cost of this scope.</td>
</tr>
<tr>
<td>Consequence of Rejection:</td>
<td></td>
</tr>
</tbody>
</table>

| Comments by Supervisor: |

<table>
<thead>
<tr>
<th>Decision needed by:</th>
<th>May 7, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>(NO) (YES)</td>
<td>(Circle One)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Approved:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(NO) (YES)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rick Holt, Cumming Corp.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Robert Faust, Cumming Corp.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Edmund V. Most, City of Charleston</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Bernard Costantino</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Bernard Costantino, Moody Nolan</th>
</tr>
</thead>
</table>
Date Submitted: April 6, 2021

To: Edmund Most
City of Charleston

Re: International African American Museum
Bulletin 16.1 Changes

Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

<table>
<thead>
<tr>
<th>Work Description:</th>
<th>Provide all required Labor, Materials, Equipment, and Administrative/Support costs to supply and install work associated with Bulletin 16.1. They will be per specs and drawings issued to Turner, scope of work as detailed within the Subcontractor’s quote(s) &amp;/or correspondence attached. The design has started and the will be submitted based on the new findings. Work in the field cannot start with out signed change order.</th>
</tr>
</thead>
</table>

|--------|----------------|-----------------|----------------------|-------------|

<table>
<thead>
<tr>
<th>Pricing:</th>
<th>ROM Estimate of GR’s &amp; Insurances</th>
<th>ROM Estimate for Entire PCO</th>
<th>Lump Sum or Firm Fixed Unit Pricing for Trade Contractors - See Detailed Estimates</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Time Impact:</th>
<th>Evaluating Potential for Time Impact</th>
<th>X Evaluated - NO TIME IMPACT</th>
<th>Calendar Days Requested (See attached PRAGNET/Schedule Impact Analysis)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Work has been Completed</th>
<th>Work Has commenced &amp;/or is Ongoing</th>
<th>Work Authorization is Requested By:</th>
</tr>
</thead>
</table>

Submitted By: [Signature]
Contractor: TURNER BROWNSTONE
04/06/2020
$10,868
Amount Requested

Requested Action: Authorized to Proceed
<table>
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<tr>
<th>While Pricing</th>
<th>Price Only</th>
<th>Do Not Proceed</th>
</tr>
</thead>
</table>

Authorized Action: Authorized to Proceed
<table>
<thead>
<tr>
<th>While Pricing</th>
<th>Price Only</th>
<th>Do Not Proceed</th>
</tr>
</thead>
</table>

Reviewed By: [Signature]
Program Manager: CUMMING

Approved By: [Signature]
Owner: City of Charleston
$10,868
Amount Approved
<table>
<thead>
<tr>
<th>Item #</th>
<th>Description of Work</th>
<th>DETAIL ESTIMATE OF DIRECTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>GENERAL REQUIREMENTS (GR's) &amp; GENERAL CONDITIONS (GCCS)</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>SELF PERFORMED LABOR</td>
<td></td>
</tr>
<tr>
<td>A2</td>
<td>GENERAL REQUIREMENTS (GR's) &amp; GENERAL CONDITIONS (GCCS)</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>MATERIAL(S) &amp; EQUIPMENT</td>
<td></td>
</tr>
<tr>
<td>A3</td>
<td>TRADE DIRECTS</td>
<td>$9,997.00</td>
</tr>
</tbody>
</table>

**SUBTOTAL TRADE DIRECTS** $9,997

<table>
<thead>
<tr>
<th>Item #</th>
<th>CCIP @ 2.50% = $249.03</th>
</tr>
</thead>
<tbody>
<tr>
<td>A2</td>
<td>Subguard @ 0.912 = $119.96</td>
</tr>
<tr>
<td>A14</td>
<td>Builders Risk @ 0.64% = $63.97</td>
</tr>
<tr>
<td>A15</td>
<td>Performance and Payment Bond @ 0.00732 = $73.18</td>
</tr>
<tr>
<td>A16</td>
<td>Procore @ 0.04500% = $4.50</td>
</tr>
<tr>
<td>A17</td>
<td>Overhead and Profit @ 3.25% = $339.80</td>
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**ESTIMATE TOTAL** $10,868
## General Requirements (GR's) & General Conditions (GC's)

### Description

<table>
<thead>
<tr>
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<th>RATE</th>
<th>UNIT</th>
<th>SUBTOTAL</th>
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</thead>
<tbody>
<tr>
<td>GENERAL REQUIREMENTS (GR's) &amp; GENERAL CONDITIONS (GC's)</td>
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## Trade Directs

### Description

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<th>DESCRIPTION</th>
<th>RATE</th>
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</thead>
<tbody>
<tr>
<td>Additional Scope of Work</td>
<td>$</td>
<td></td>
<td></td>
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<tr>
<td>CP Marine - Bulletin 16.1 Changes</td>
<td>9,997.00</td>
<td>LS</td>
<td>$9,997.00</td>
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<tr>
<td>Watson - Bulletin 16.1 - No additional costs</td>
<td>0.00</td>
<td>LS</td>
<td>$0.00</td>
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</table>

**$9,997**

**DIRECT WORK SUBTOTAL: $9,997**
International African American Museum (IAAM)

TO: Turner Construction
FOR: Change Order 4 – Bulletin 16.1

A Small Disadvantaged Business, 8(a), Alaska Native Corporation (ANC), HUBZone and ISO 9001

Submitted By: Steven Sahlender
Director of Operations
CP Marine LLC
15 Oregon Ave, Suite 203
Tacoma, WA 98409
Steven.sahlender@goldbelt.com
850-533-6352

Version: IAAM CO 4
Date: 1/28/2021
Project: CPMG – C03

CP Marine LLC
15 Oregon Ave, Suite 203, Tacoma, WA 98409
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>18</td>
<td>2 Port Wall Cat6A F/UTP PKG w/ID White</td>
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<tr>
<td>5400</td>
<td>Hitachi 4/23 CAT6A U/FTP SUPRA 10GIG CMR</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4/23 CAT6A U/FTP SUPRA 10GIG CMR</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Ortronics Ortr HDJ 2 Port Single Gang Faceplate, White ID - Copy Ortr HDJ 2 Port Single Gang Faceplate, White ID</td>
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</tr>
<tr>
<td>72</td>
<td>Ortronics White Clarity CAT6A Shielded High Density Jack, T568A/B Clarity CAT6A Shielded High Density Jack, T568A/B</td>
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<td>-1</td>
<td>2 Port Wall Cat6A F/UTP PKG w/ID White</td>
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<td>-300</td>
<td>Hitachi 4/23 CAT6A U/FTP SUPRA 10GIG CMR 4/23 CAT6A U/FTP SUPRA 10GIG CMR</td>
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<tr>
<td>-1</td>
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</tr>
<tr>
<td>-4</td>
<td>Ortronics White Clarity CAT6A Shielded High Density Jack, T568A/B Clarity CAT6A Shielded High Density Jack, T568A/B</td>
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<td>-5</td>
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<td>($2,345.30)</td>
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<tr>
<td>-3000</td>
<td>Hitachi 4/23 CAT6A U/FTP SUPRA 10GIG CMR 4/23 CAT6A U/FTP SUPRA 10GIG CMR</td>
<td></td>
</tr>
<tr>
<td>-5</td>
<td>Ortronics Ortr HDJ 4 Port Single Gang Faceplate, White ID - Copy - Copy - Copy</td>
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<tr>
<td>-40</td>
<td>Ortronics White Clarity CAT6A Shielded High Density Jack, T568A/B Clarity CAT6A Shielded High Density Jack, T568A/B</td>
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<td></td>
<td><strong>Cabling/Distribution System Total</strong></td>
<td>$1,730.02</td>
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<td>24</td>
<td>AV1 2 Cable - IAAM</td>
<td>$5,220.96</td>
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<tr>
<td>7200</td>
<td>Hitachi 4/23 CAT6A U/FTP SUPRA 10GIG CMR</td>
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<tr>
<td>48</td>
<td>Ortronics Black Clarity CAT6A Shielded High Density Jack, T568A/B Clarity CAT6A Shielded High Density Jack, T568A/B</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Ortronics Ortronics HDJ 2 Port Plastic Surface Mount White, IDI Ortronics HDJ 2 Port Plastic Surface Mount White, IDI</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>AV3 - IAAM</td>
<td>$110.69</td>
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<tr>
<td>150</td>
<td>Hitachi 4/23 CAT6A U/FTP SUPRA 10GIG CMR 4/23 CAT6A U/FTP SUPRA 10GIG CMR</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Ortronics Black Clarity CAT6A Shielded High Density Jack, T568A/B Clarity CAT6A Shielded High Density Jack, T568A/B</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Ortronics Ortronics HDJ 2 Port Plastic Surface Mount White, IDI Ortronics HDJ 2 Port Plastic Surface Mount White, IDI</td>
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</tr>
<tr>
<td>2</td>
<td>AV5 - IAAM</td>
<td>$221.38</td>
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<tr>
<td>300</td>
<td>Hitachi 4/23 CAT6A U/FTP SUPRA 10GIG CMR 4/23 CAT6A U/FTP SUPRA 10GIG CMR</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Ortronics Black Clarity CAT6A Shielded High Density Jack, T568A/B Clarity CAT6A Shielded High Density Jack, T568A/B</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Ortronics Ortronics HDJ 2 Port Plastic Surface Mount White, IDI Ortronics HDJ 2 Port Plastic Surface Mount White, IDI</td>
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<tr>
<td>1</td>
<td>AV6 - IAAM</td>
<td>$643.09</td>
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<td>900</td>
<td>Hitachi 4/23 CAT6A U/FTP SUPRA 10GIG CMR</td>
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<td>Description</td>
<td>Quantity</td>
<td>Price</td>
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<tr>
<td>----------------------------------------------------------------------------</td>
<td>----------</td>
<td>---------</td>
</tr>
<tr>
<td>4/23 CAT6A U/FTP SUPRA 10GIG CMR</td>
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<td>$6,196.12</td>
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<tr>
<td>Ortronics Black Clarity CAT6A Shielded High Density Jack, T568A/B</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Ortronics Ortr HDJ 6 Port Single Gang Faceplate, White ID - Copy</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Ortronics Ortr HDJ 6 Port Single Gang Faceplate, White ID - Copy - Copy</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Project Subtotal:</td>
<td></td>
<td>$9,551.14</td>
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<tr>
<td>Total Installation Price:</td>
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<td>Sales Tax:</td>
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<td>$445.17</td>
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<tr>
<td>Grand Total:</td>
<td></td>
<td>$9,996.31</td>
</tr>
</tbody>
</table>

Client: Brianne Stasiak                                               Date

Contractor: CP Marine LLC                                               Date
Rick,
See responses below.

There are several pricing items I’m working on/towards:
- RFI?-Changed fire pump feeder requirements to be in conduit and concrete encased. I heard about this one but do not know which RFI to review.
- Gift Shop millwork case lighting-this was just an email request. No formal doc’s that I have. ROM is $6600 (approximately $5300 is the lighting, which was submitted)
- Unit Substations-we will have to rework the feeds to the USS A&B but I do not have a clear cutsheet that I can put a price together from.
I’ve also attached out C/O log for reference.

Thanks Rick. Hope this is valuable and can keep this moving forward. Thanks for the help.

Dale Winovich
Operations Manager

3215 Fortune Drive
North Charleston, SC 29418
M: 843-637-5873
dwinovich@watsonelec.com

Richard F. Davis  |  Project Executive
Turner Construction Company
404-504-3700  |  mobile 404-458-3101
Walt has asked me to go over some old bulletins, to make sure we have pricing.

What I have been able to locate indicates that we are missing the following from Watson:

**Bulletin 15.3** – Kitchen/Millwork changes-Could not find #15.3 in Pricing Documents to review.
**Bulletin 15.4** – Ronin Security (may have just received).-Bulletin contains a specification for the Ronin system, and language about electrical power but no drawings showing what is the requirement. Need more info.
**Bulletin 16.1** – Added Elec and Telecom- Covered in 16 and future bulletins; 22 and Watson PCO #37.
**Bulletin 16.2** – Added Elec and Telecom-Covered in 16 and future bulletins; 22 and Watson PCO #37.
**Bulletin 16.3** – Exhibit Changes-Priced as previous RFI 549. Approval pending.
**Bulletin 16.4** – Fans and Ductwork-Needs priced. Will complete by 04/02/21
**Bulletin 21.0** – 21.2 – Security Camera-21: no pricing from Watson, if related to shade pockets ASI 28 was pricing for shade paackets, approval pending / 21.2 could not find 21.2 in Pricing Documents to review.
**Bulletin 28** – Deleted Lights-I owe feedback. I know the lights have been in storage for a long time. There’s no credit for the lights, but I have to review for conduit and wire.
**Bulletin 29** – Power for Paper towel dispensers.-Watson has already received this C/O and proceeded with the work.

And Maybe ASI 31 and 33.

Dale – please review above and then give me a call to discuss. We may be able to clear up some of these over the phone.

When do you think you can call with good info?

Thanks!!
**Change Order Proposal Review Form**

**To:** Edmund V. Most  
**From:** Mike Risteski

**Date:** 5/5/2021  
**Contractor:** Turner Construction Company

**Project:** CP 1425 International African American Museum  
**Project No.:** CP 1425  
**Proposal No.:** Change Order Request No. 106  
**Contract:** Construction

**Description of work to be performed:** Millwork Changes - Bulletin 15.3

This request covers the cost associated with materials and labor for changing the millwork and countertops to quartz. Included are the Thomas & Little kitchen equipment and drywall and electrical changes needed to accommodate the new changes.

**Justification:** A - Customer Requested Change

**Attachments:**  
- J&A from Project Manager  
- Independent Cost Estimate  
- Pre-Negotiation Position (PNP)

**Cost Estimate (Expected to Exceed $10,000):** Change Proposal Request from CMR with Detailed Backup

**Proposal Cost (not to exceed):** $29,950.00  
**Owner Contingency Allow. Bal.:**

**Time Extension Requested:**

**Time Extension Recommended:**

**Special Circumstances:** This change will net in a $0.00 contract modification as the $960,000.00 Owner Contingency allowance will be accessed to cover the cost of this scope.

**Consequence of Rejection:**

**Comments by Supervisor:**

**Decision needed by:** May 7, 2021  
**NO (YES)**  
Jonathan Roberts, Cumming Corp.

**Approved:**

Rick Holt, Cumming Corp.

Robert Faust, Cumming Corp.

Edmund V. Most, City of Charleston

Bernard Costantino, Moody Nolan

**NO (YES)**  
Mike Risteski
Date Submitted: April 24, 2021

To: Edmund Most  
City of Charleston

Re: International African American Muesum

Bulletin 15.3 - Lobby Redesign changes
Front Counter and Cafe Changes

Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

<table>
<thead>
<tr>
<th>Work Description:</th>
<th>Provide all required Labor, Materials, Equipment, and Administrative/Support costs to per Bulletin 15.3 lobby redesign changes front counter and cafe changes. They will be per specs and drawings issued to Turner, scope of work as detailed within the Subcontractor's quote(s) &amp;/or correspondence attached. The design has started and the will be submitted based on the new findings. Work in the field can not start with out signed change order.</th>
</tr>
</thead>
</table>

|--------|-----------------|-------------------|----------------------|--------------|

<table>
<thead>
<tr>
<th>Pricing:</th>
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<th>ROM Estimate for Entire PCO</th>
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</table>

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<thead>
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<th>Evaluating Potential for Time Impact</th>
<th>Evaluating - NO TIME IMPACT</th>
<th>Calendar Days Requested (See attached FRAGNET/Schedule Impact Analysis)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Work has been Completed</th>
<th>Work Has Commenced &amp;/or is Ongoing</th>
<th>Work Authorization is Requested By:</th>
</tr>
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</table>

Submitted By: Walter Lewis  
Project Engineer  
04/24/21

Contractor: TURNER BROWNSTONE

<table>
<thead>
<tr>
<th>Requested Action:</th>
<th>Authorized to Proceed While Pricing</th>
<th>Price Only</th>
<th>Do Not Proceed or Price</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Authorized Action:</th>
<th>Authorized to Proceed While Pricing</th>
<th>Price Only</th>
<th>Do Not Proceed or Price</th>
</tr>
</thead>
</table>

| Amount Requested: | $ 29,950 |

Review By: Program Manager: CUMMING

| Dated: | / / |

<table>
<thead>
<tr>
<th>Owner: City of Charleston</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Approved By:</th>
<th>Owner</th>
</tr>
</thead>
</table>

| Dated: | / / |

| Amount Approved: | $ 29,950 |
# International African American Museum

## General Summary of the Estimate

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description of Work</th>
<th>DETAIL ESTIMATE OF DIRECTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
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</tr>
<tr>
<td>A2</td>
<td>GENERAL REQUIREMENTS (GR's) &amp; GENERAL CONDITIONS (GCC's)</td>
<td>MATERIAL(S) &amp; EQUIPMENT</td>
</tr>
<tr>
<td>A3</td>
<td>TRADE DIRECTS</td>
<td></td>
</tr>
</tbody>
</table>

**SUBTOTAL TRADE DIRECTS**

**$27,549**

| CCIP       | 2.50% = $688.73 |
| Subguard   | 0.912 = $330.59 |
| Builders Risk | 0.84% = $231.41 |
| Performance and Payment Bond | 0.00732 = $201.66 |
| Procore    | 0.04500% = $12.40 |
| Overhead and Profit | 3.25% = $926.39 |

**SUBTOTAL**

**$27,549**

**ESTIMATE TOTAL**

**$29,950**
**International African American Museum**

**DETAIL ESTIMATE OF DIRECTS**

<table>
<thead>
<tr>
<th>DIVISIONS OF WORK</th>
<th>RATE</th>
<th>UNIT</th>
<th>UNITS</th>
<th>SUBTOTAL</th>
<th>TOTAL</th>
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</table>

**GENERAL REQUIREMENTS (GR's) & GENERAL CONDITIONS (GC's)**

**DESCRIPTION**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>RATE</th>
<th>UNIT</th>
<th>UNITS</th>
<th>SUBTOTAL</th>
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<tbody>
<tr>
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<td>LS</td>
<td>$11,640.00</td>
</tr>
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<td>1. Costal Work: Revised Alwork and Counter top to quartz</td>
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<td>1</td>
<td>LS</td>
<td>$3,005.00</td>
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<tr>
<td>2. Toilets and Fixtures: additional Kitchen Equipment</td>
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<td>3. Precision Wall Drilled Changes</td>
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<td>4. Material - Electrical Changes</td>
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**DIRECT WORK SUBTOTAL** $27,549
Request for Change Order Approval

Attention: Brianne Stasiak

Job Name: International African American Museum Spec Sections:

RCO Date: 11/17/20

ASI # & Date: Bulletin 015.3

Scope: Quartz Upgrade @ Café

- Our price is based on this proposal and this proposal will become part of any signed contract. In the event of conflict between the scope as defined in the proposal quantifications and any other documents, the proposal quantification governs.
- We have made a detailed quantification of what is in our price. If an item does not appear in this quantification, it is not included.
- SCHEDULE: Submittals 5 days from notification, Fabrication pending material lead times and availability, installation as required

Cost & Schedule $11,640.00

RCO Quantifications & Exclusions
- Provide QZ-1 Corian Quartz Snow White 2cm countertops with drop edge @ customer side, quartz @ Self-Service Counter Case, and back bar elevation in lieu of solid surface

<table>
<thead>
<tr>
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<tr>
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<td>15% OH/P</td>
<td>$ 1,518.00</td>
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<td>Total RCO</td>
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<tr>
<td>Item</td>
<td>Qty</td>
</tr>
<tr>
<td>------</td>
<td>-----</td>
</tr>
<tr>
<td>19</td>
<td>1 ea</td>
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</table>

Structural Concepts Model No. CO63R-UC
Oasis Self-Service Refrigerated Under Counter Height Case, 71-1/4"W, 32-3/4"H, Breeze-E (Type II) with EnergyWise self-contained refrigeration system (rear access), Blue Fin coated coil, LED top light, one piece formed ABS plastic tub, black interior, laminate exterior, (2) square full end panels, casters with levelers, front panel extends over end panels to blend with adjacent counters (supplied by others), counter surface (supplied by others) extends over top of unit, cETLus, ETL-Sanitation

1 ea  NOTE: If GFCI is required, a GFCI breaker MUST be used in lieu of a GFCI receptacle

1 ea  1 yr. parts & labor warranty, 5 yr. compressor warranty, standard

1 ea  Breeze-E (Type II) with EnergyWise refrigeration (rear access)- NSF Type II compliant, standard

1 ea  110-120v/60/1ph, 15.20 amps, standard

1 ea  6 ft straight blade power cord with NEMA 5-20P, standard

1 ea  NOTE: Compressor air rear intake, front discharge at toe kick, unit MUST remain 4" from wall & front & rear panels cannot be blocked (Not applicable with remote refrigeration option)

1 ea  Exterior: Wilsonart or Formica NON-PREMIUM laminate (Color chart available from factory rep or access color selections via www.wilsonart.com or www.formica.com)

1 ea  NOTE: SCC will not be responsible for additional charges incurred for Premium or other Manufacturer's laminate selections not originally quoted

1 ea  Exterior back panel: Solid flip down rear door, locking

1 ea  Left end panel: Square full with mirrored interior, standard
<table>
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<th>Sell</th>
<th>Sell Total</th>
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<tbody>
<tr>
<td>1</td>
<td>ea</td>
<td>Right end panel: Square full with mirrored interior, standard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>ea</td>
<td>Digital fahrenheit thermometer, standard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>ea</td>
<td>Removable solid security cover, locking</td>
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</table>
| 19   | -1 ea | REFRIGERATED SELF-SERVICE UNDER COUNTER HEIGHT CASE Structural Concepts Model No. CO33R-UC  
Oasis® Self-Service Refrigerated Under Counter Height Case, 36-1/4"W, 32-3/4"H, Breeze-E (Type II) with EnergyWise self-contained refrigeration system (rear access), Blue Fin coated coil, LED top light, one piece formed ABS plastic tub, black interior, laminated exterior, (2) square full end panels, casters with levelers, front panels extend over end panels to blend with adjacent counters (supplied by others), counter surface (supplied by others) extended over top of unit, cETLus, ETL-Sanitation  
-1 ea | NOTE: If GFCI is required, a GFCI breaker MUST be used in lieu of a GFCI receptacle  
-1 ea | 1 yr. parts & labor warranty, 5 yr. compressor warranty, standard  
-1 ea | Breeze-E (Type II) with EnergyWise refrigeration (rear access)- NSF Type II compliant, standard  
-1 ea | 110-120v/60/1ph, 11.98 amps, 1050 watts, standard  
-1 ea | 6 ft straight blade power cord with NEMA 5-15P, standard  
-1 ea | NOTE: Compressor air rear intake, front discharge at toe kick, unit MUST remain 4" from wall & front & rear panels cannot be blocked (Not applicable with remote refrigeration option)  
-1 ea | Exterior: Wilsonart or Formica NON-PREMIUM laminate (Color chart available from factory rep or access color selections via www.wilsonart.com or www.formica.com)  
-1 ea | NOTE: SCC will not be responsible for additional charges incurred for Premium or other Manufacturer's laminate selections not originally quoted  
-1 ea | Exterior back panel: Solid flip down rear door, locking  
-1 ea | Left end panel: Square full with mirrored interior, standard  
-1 ea | Right end panel: Square full with mirrored interior, standard  
-1 ea | Digital fahrenheit thermometer, standard  
-1 ea | Removable solid security cover, locking                                                                                                                                                                                                                                       |      | $6,836.20    | $6,836.20    |
| 23   | 1 ea | MOBILE HEATED CABINET  
Cres Cor Model No. 500-HH-SS-DE  
Heated Cabinet, Mobile, one compartment, radiant, insulated, under-counter, (5) 12" x 20" x 2-1/2" or (3) 12" x 20" x 4" pan capacity, pan slides on 1-3/8" centers, standard solid state electronic control, LED digital display, field reversible doors, magnetic anti-microbial latches, external drip pan, stainless steel construction, (4) 2-1/2" swivel casters (2) braked, CSA-Sanitation, cCSAus  
1 ea | Standard Warranty: 1 year labor, 2 years parts. Lifetime warranty on heating elements excluding labor  
1 ea | 120v/60/1-ph, 900 watts, 15.0 amps, NEMA 5-15P, standard  
23   | -1 ea | MOBILE HEATED CABINET                                                                                                                                                                                                                                                                                                                   |      | $2,071.00    | $2,071.00    |

Initial: 

Page 2 of 3
<table>
<thead>
<tr>
<th>Item</th>
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<th>Sell</th>
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<tr>
<td></td>
<td></td>
<td>Metro Model No. C543-ASFS-U C5™ 4 Series with Insulation Armour™ Plus, mobile heated holding cabinet, under counter, insulated solid door, top mount controls, thermostat to 200°F, universal wire slides on 3&quot; centers, adjustable on 1-1/2&quot; increments, (5) 18&quot; x 26&quot; or (10) 12&quot; x 20&quot; x 2-1/2&quot; pan capacity, 2&quot; casters, stainless steel, 120V/60/1, 1400 watts, 11.7 amps, NEMA 5-15P, cULus, NSF, ENERGY STAR®</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>1 year warranty against manufacturing defects</td>
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<td></td>
<td></td>
<td>Merchandise: $3,306.88</td>
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<td>Tax 9%: $297.62</td>
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<tr>
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<td></td>
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Acceptance: ___________________________ Date: ___________________________

Printed Name: ___________________________

Project Grand Total: $3,604.50
# Refrigerated Self-Service Counter Case

**STANDARD FEATURES**
- Freestanding (-FS) Counter ht. 33-3/4"H; freestanding unit w/2 end panels. Top & front panels positioned between end panels
- Counter height (-CH) Counter ht. 33-3/4"H; Top & front panels extended over end panels to blend w/adj. counters (supplied by others)
- Undercounter height (-UC) Undercounter ht. 32-3/4"H; front panel extends over end panels to blend w/adj. counters (supplied by others). Counter surface (supplied by others) extends over top of unit
- Breeze-E (Type-II) w/ EnergyWise s/c refrigeration (rear access)
- Blue Fin coated coil
- Casters (non-locking) w/levelers
- Compressor air rear intake, front discharge at toe kick. Front and rear panels cannot be blocked. Must remain 4" from wall
- Condensate pan (self-contained refrig. only)
- Flat front panel
- Integrated average product temperature of 40°F or less
- LED 3500K top light(s)
- One piece formed ABS plastic tub
- One year parts & labor; 5 year compressor warranty
- Removable deck pans provide complete access to evaporator coil & refrigeration connections
- Toe kick, black

## Features

<table>
<thead>
<tr>
<th>MODEL CONFIGURATION</th>
<th>Standard</th>
<th>Options</th>
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</thead>
<tbody>
<tr>
<td>Freestanding (-FS) Counter ht. 33-3/4&quot;H; freestanding unit w/2 end panels. Top &amp; front panels positioned between end panels</td>
<td></td>
<td>Counter height (-CH) Counter ht. 33-3/4&quot;H; Top &amp; front panels extended over end panels to blend w/adj. counters (supplied by others)</td>
</tr>
<tr>
<td>Undercounter height (-UC) Undercounter ht. 32-3/4&quot;H; front panel extends over end panels to blend w/adj. counters (supplied by others). Counter surface (supplied by others) extends over top of unit</td>
<td></td>
<td></td>
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<table>
<thead>
<tr>
<th>EXTERIOR COLOR</th>
<th>Standard</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Laminated (non-premium) Confirm pattern/grain direction</td>
<td></td>
<td>Laminated (premium) Confirm pattern/grain direction</td>
</tr>
<tr>
<td>Stainless steel exterior</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INTERIOR COLOR</th>
<th>Standard</th>
<th>Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black interior</td>
<td></td>
<td>Stainless steel interior</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>END PANEL LEFT</th>
<th>Standard</th>
<th>Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square full end panel w/mirror</td>
<td></td>
<td>Curved end panel w/mirror (-FS model only)</td>
</tr>
<tr>
<td>No end panel w/synchronized defrost</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>END PANEL RIGHT</th>
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</thead>
<tbody>
<tr>
<td>Square full end panel w/mirror</td>
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<td>Curved end panel w/mirror (-FS model only)</td>
</tr>
<tr>
<td>No end panel w/synchronized defrost</td>
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<table>
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<tr>
<th>EXTERIOR BACK PANEL</th>
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</thead>
<tbody>
<tr>
<td>Solid back panel, black</td>
<td></td>
<td>Solid back panel, stainless steel</td>
</tr>
<tr>
<td>Solid rear flip-down door(s) w/lock (rear access only)</td>
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<tr>
<th>ELECTRICAL CONNECT</th>
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<tr>
<td>6' Straight blade power cord (self-cont.)</td>
<td></td>
<td>6' Locking power cord (self-cont.)</td>
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<tr>
<td>Electrical leads (remote)</td>
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<table>
<thead>
<tr>
<th>REFRIGERATION</th>
<th>Standard</th>
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</thead>
<tbody>
<tr>
<td>Breeze-E (Type-II) w/ EnergyWise s/c refrigeration (rear access)</td>
<td></td>
<td>Breeze-E (Type-II) w/ EnergyWise s/c refrigeration (front access)(w/2'D open rear wall spacer)</td>
</tr>
<tr>
<td>Note: Remote doesn't incl Conds unit. Floor drain reqd. c' Remote w/thermostat, solenoid &amp; TXV (front access)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remote w/thermostat, solenoid &amp; TXV (rear access)</td>
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<tr>
<th>MISCELLANEOUS</th>
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<tbody>
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<td>Second year parts &amp; labor warranty (excludes compressor)</td>
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<tr>
<th>ACCESSORIES</th>
<th>Standard</th>
<th>Options</th>
</tr>
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<tbody>
<tr>
<td>2'D Full chimney rear wall spacer (front access only)</td>
<td></td>
<td>2'H Full depth display riser(s) for lower display</td>
</tr>
<tr>
<td>Clean Sweep® coil cleaner (n/a w/remote)</td>
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<td></td>
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<tr>
<td>Night curtain, retractable, non-locking</td>
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<td></td>
</tr>
<tr>
<td>Solid security cover, removable, locking</td>
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<td></td>
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</tbody>
</table>

**Option Notes:**
1. See tech spec for remote load reqmts
2. See tech spec for remote load reqmts

---

**Note:** Information is subject to change at any time. Visit www.structuralconcepts.com for the most current specs.

Revised 10/1/2020 20030431
INSULATED STAINLESS STEEL RADIANT HOT CABINET
MODEL 500-HH-SS-DE

FEATURES AND BENEFITS:

• Fully insulated cabinets keep prepared foods at serving temperatures.

• Powerful, yet efficient, 900 Watt heating system maintains the right temperature to properly hold products. Heats up to 200°F. (93°C.).

• Standard solid state electronic controls with large, clear, easy-to-read and operate LED digital display to ensure holding at precise food temperature.

• Internal frame in body and doors maintains structural rigidity.

• Safety-conscious anti-microbial latches protect against spreading germs.

• Stainless steel construction throughout for ease of cleaning.

• Insulated field reversible doors for flexibility. Standard with right hand hinging; left hand hinging available upon request.

• Magnetic latches for “easy open”; twist-lock catch secures doors during transport. Latches and hinges mounted inboard.

• Wire pan supports are removable for easy cleaning and hold 12" x 20" pans on 1-3/8" centers.

• Heavy duty 2-1/2" swivel casters, two with brakes, that provide mobility when fully loaded.

ACCESSORIES and OPTIONS (Available at extra cost):

- Key Lock Handles
- Corner Bumpers
- Perimeter Bumper
- Door Window
- Various Caster Options
- 240 Volt Service
- Various Interior Rack Options

See page B-30 for accessory details.
500-HH-SS-DE

<table>
<thead>
<tr>
<th>CRES COR MODEL NO.</th>
<th>PAN</th>
<th>DIM &quot;A&quot;</th>
<th>DIM &quot;B&quot;</th>
<th>DIM &quot;C&quot;</th>
<th>INSIDE DIMENSIONS</th>
<th>WEIGHT ACT.</th>
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<tr>
<td></td>
<td>CAP</td>
<td>WIDTH</td>
<td>DEPTH</td>
<td>HEIGHT</td>
<td>WIDTH</td>
<td>DEPTH</td>
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<tr>
<td>500-HH-SS-DE</td>
<td>5</td>
<td>12 x 20 x 2-1/2 IN</td>
<td>17-7/8</td>
<td>31-15/16</td>
<td>29-11/16</td>
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<tr>
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<td>305 x 510 x 65 MM</td>
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<td></td>
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<tr>
<td></td>
<td>3</td>
<td>12 x 20 x 4 IN</td>
<td>454</td>
<td>811</td>
<td>754</td>
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<td>305 x 510 x 105 MM</td>
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</tr>
</tbody>
</table>

When ordering bumpers, add 2" to overall dimensions.

CABINETS:
- Bodies: 22 ga. outer and 18 ga. inner stainless steel compartments.
- Reinforcements: Internal framework of channels, 1 x 3/4 x .125.
- Insulation: Fiberglass, thermal conductivity (K factor) is .23 BTU/ft HR °F (.04 w/mK) at 75°F. 1-1/2" in top, bottom and walls, 1" in doors.

BASE:
- One piece construction, .060 stainless steel.
- Casters: 2-1/2" dia. swivel, modulus tires, 1-1/4" wide, load cap. 140 lbs. each, temp. range -45°F/+180°F, Delrin bearings. Front casters equipped with brakes.

DOORS:
- Field reversible.
- Formed 22 ga. stainless steel.
- Latches: Chrome plated zinc with composite handle, magnetic type; mounted inboard.
- Transport knob.
- Hinges: Heavy duty chrome plated zinc; mounted inboard.
- Gaskets: Perimeter type, silicone.
- Vents: Adjustable.

PAN SLIDES:
- Wire rack with .312 dia. wire vertically and .250 dia. wire horizontally. Nickel chrome plated steel spaced on 1-3/8" centers.

HOT UNIT COMPONENTS:
- Thermostats: Solid state digital display control, room ambient to 200°F (93°C).
- Switches: ON-OFF push button type.
- Power cord: Permanent, 6 ft., 14/3 ga. with right angle plug.
- Heaters(3): 300 Watts each.
- Vent fans.

POWER REQUIREMENTS:
- 900 Watts, 120 Volts, 60 Hz., single phase, 15 Amps., 20 Amp. service.

SHORT FORM SPECIFICATIONS

Cres Cor Insulated Hot Stainless Steel Cabinet Model 500-HH-SS-DE. Outer liner of 22 ga., stainless steel, inner liner of 18 ga. stainless steel, reinforced with channel frame. 1-1/2" Fiberglass insulation in walls, top and bottom; 1" in door. Welded and finished. (3) 300 Watt inner wall heaters, 120 volts. Removable pan supports for 12" x 20" pans spaced on 1-3/8" centers. 2-1/2" swivel modulus casters, Delrin bearings. Load capacity 140 lbs. each. 2-Year Parts / 1-Year Labor warranty. Provide the following accessories: _________CSA-US, CSA-C, CSA to NSF4 listed.

Scan QR code to view Spec Sheet, Operating Manual, Wiring Diagram or to call Customer Service.

If you need a QR reader visit your App Store on your Smartphone or Tablet.

In line with its policy to continually improve its products, CRES COR reserves the right to change materials and specifications without notice.

Made in America Since 1936
To: Turner Construction  
5300 Virginia Way  
Brentwood, TN 37027  
Phone: (615)231-6300  
Contact: Walt Lewis

Project: International African American Museum  
14 Wharfside Street  
Charleston, SC

Description: Bulletin 15.3 reframe rehang soffit for revised wing walls

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<td>5.00</td>
<td>45.00</td>
<td>$225.00</td>
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<tr>
<td>Hang Drywall Ceilings/Bulkheads DW</td>
<td>7.00</td>
<td>45.00</td>
<td>$315.00</td>
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<tr>
<td><strong>Total Labor</strong></td>
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<tr>
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<th>Quantity</th>
<th>UOM</th>
<th>Unit Price</th>
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<tr>
<td>6&quot; STUD 1-5/8&quot; FLANGE (43 MIL) 18GA - G60</td>
<td>10'</td>
<td>7.00</td>
<td>PCS</td>
<td>1.79 LF</td>
<td>$125.30</td>
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<td><strong>Total Material</strong></td>
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<td><strong>$125.30</strong></td>
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Subtotal for Detail $665.30

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<tr>
<td><strong>Total Miscellaneous Charges</strong></td>
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Labor Total: $540.00  
Material Total: $125.30  
Misc. Total: $0.15

Sub Total: $665.45  
Mark Up: $66.55 10.00%

Total: $732.00

Joel Ofsthun  
Project Manager
PROPOSED CHANGE ORDER

WATSON ELECTRICAL CONSTRUCTION CO.
3215 Fortune Dr.
Suite 109
Charleston, SC 29418

Client Address:

Turner Construction / Brownstone Management and Design
Contact: Walt Lewis
4055 Faber Place
Suite 202
North Charleston, South Carolina 29405

PCO #: 42
Date: 4/1/2021
Project Name: IAAM Museum
Project Number: 21071
Page Number: 1

Work Description

SCOPE OF WORK:
Bulletin #15.3

ADD:
(1) 120 volt / 20 amp circuit for AV ceiling receptacle
(1) 120 volt / 20 amp circuit for projector. Terminate in junction box.
EMT conduit and #10 awg conductors.
Circuiting per Bulletin #15.3 specification.

Changes with no cost/layout only:
AD5 Cafe lighting revised layout.
Food Service equipment/power layout revisions.

Use spare breakers for circuits.

AV equipment installed and furnished by others.
No low voltage raceways or cabling included, by others.

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within 10 days from the date of receipt.
We request a time extension of 3 days.
We will supply and install all materials, labor, and equipment as per your instructions on <CCN_42>.

Itemized Breakdown

<table>
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<th>Qty</th>
<th>Total Mat.</th>
<th>Total Hrs.</th>
</tr>
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<tbody>
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<td>189.04</td>
<td>8.43</td>
</tr>
<tr>
<td>3/4&quot; CONN COMP STL - EMT</td>
<td>2</td>
<td>8.12</td>
<td>0.34</td>
</tr>
<tr>
<td>3/4&quot; COUPLING COMP STL - EMT</td>
<td>14</td>
<td>65.57</td>
<td>5.18</td>
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<tr>
<td>1/2 OR 3/4&quot; SNAP CLOSE CLIP - BTM MNT ON 1/4&quot; FLNG HNGR</td>
<td>15</td>
<td>30.27</td>
<td>0.94</td>
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<td>1/2 OR 3/4&quot; CONDUIT+BOX SUPPORT - BTM MNT ON 1/4&quot; FLNG HNGR</td>
<td>1</td>
<td>6.42</td>
<td>0.06</td>
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<tr>
<td>#10 THHN SOLID BLACK</td>
<td>598</td>
<td>188.40</td>
<td>5.56</td>
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<tr>
<td>WIRE CONN RED</td>
<td>4</td>
<td>0.91</td>
<td>0.10</td>
</tr>
<tr>
<td>4x 1 1/2&quot; SQ BOX COMB KO</td>
<td>1</td>
<td>15.89</td>
<td>0.35</td>
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<tr>
<td>4&quot; SQ BLANK COVER</td>
<td>1</td>
<td>5.91</td>
<td>0.09</td>
</tr>
<tr>
<td>#8x 1/2 WAFER HEAD SELF-TAP STUD SCREW - 12G</td>
<td>2</td>
<td>0.08</td>
<td>0.13</td>
</tr>
</tbody>
</table>

Totals                                                  | 774 | 510.60     | 21.18      |
# PROPOSED CHANGE ORDER

## Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Materials</td>
<td></td>
<td></td>
<td>510.60</td>
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<tr>
<td>Material Tax</td>
<td>@ 9.000%</td>
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<td>45.95</td>
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<tr>
<td><strong>Material Total</strong></td>
<td></td>
<td></td>
<td><strong>556.55</strong></td>
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<tr>
<td>JOUNEYMAN</td>
<td>(21.18 Hrs @ $45.00)</td>
<td></td>
<td>953.10</td>
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<tr>
<td>FOREMAN</td>
<td>(3.18 Hrs @ $50.00)</td>
<td></td>
<td>159.00</td>
</tr>
<tr>
<td>SAFETY @ 3.5%</td>
<td>(0.74 Hrs @ $52.00)</td>
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<tr>
<td>PM&amp;S</td>
<td>(25.10 @ 0.00 @ $6.00 + 0.000 % + 0.000 % + 0.000 %)</td>
<td></td>
<td>150.60</td>
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<tr>
<td>VDC</td>
<td>(25.10 @ 0.00 @ $1.00 + 0.000 % + 0.000 % + 0.000 %)</td>
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<td>25.10</td>
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<tr>
<td>VEHICLES</td>
<td>(25.10 @ 0.00 @ $2.50 + 0.000 % + 0.000 % + 0.000 %)</td>
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<td>62.75</td>
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<tr>
<td>CONSUMABLES</td>
<td>(25.10 @ 0.00 @ $0.30 + 0.000 % + 0.000 % + 0.000 %)</td>
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<td>7.53</td>
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<tr>
<td>SCISSOR LIFT</td>
<td>(1.00 @ 0.50 @ $440.00 + 0.000 % + 0.000 % + 0.000 %)</td>
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<td>220.00</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td><strong>2,173.11</strong></td>
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<tr>
<td>Overhead</td>
<td>@ 15.000%</td>
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<td>325.97</td>
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<td><strong>Subtotal</strong></td>
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<td><strong>2,499.08</strong></td>
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<tr>
<td>Adjustment #1-BOND</td>
<td>@ 1.000%</td>
<td></td>
<td>24.99</td>
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<tr>
<td><strong>Final Amount</strong></td>
<td></td>
<td></td>
<td><strong>$2,524.07</strong></td>
</tr>
</tbody>
</table>

## CONTRACTOR CERTIFICATION

Name: ____________________________
Date: ____________________________
Signature: _______________________

I hereby certify that this quotation is complete and accurate based on the information provided.

## CLIENT ACCEPTANCE

PCO #: 42
Final Amount: $2,524.07

Name: ____________________________
Date: ____________________________
Signature: _______________________

Change Order #: __________________

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL
<table>
<thead>
<tr>
<th>Services</th>
<th>Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bulletin 16.3</strong></td>
<td>$9,048.00</td>
<td>$9,048.00</td>
</tr>
<tr>
<td>We propose to furnish labor and materials for the additional GWB walls in rooms G206 and G207 per plans and specs in bulletin 16.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bulletin 24</strong></td>
<td>$3,600.00</td>
<td>$3,600.00</td>
</tr>
<tr>
<td>We propose to furnish labor and materials for the additional steel spindles at atrium per plans and specs on bulletin 24</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>RFI 573</strong></td>
<td>$350.00</td>
<td>$350.00</td>
</tr>
<tr>
<td>We propose to paint (1) 4'W, 2'H, 3.5'D framed, sheathed, painted black (Promar 200) enclosure in the adjacent corridor to G201 that lines up with the ceiling of G201.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Stucco at Brick</strong></td>
<td>$7,765.00</td>
<td>$7,765.00</td>
</tr>
<tr>
<td>We propose to cut 1/4&quot; ceiling at brick then install backer rod and caulking to replace the use of the Z molding reveals per architects approval.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>1/4&quot; joints CREDIT</strong></td>
<td>($13,590.45)</td>
<td>($13,590.45)</td>
</tr>
<tr>
<td>Credit for 1/4&quot; joints</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Additional Z Molding</strong></td>
<td>$7,712.00</td>
<td>$7,712.00</td>
</tr>
<tr>
<td>We propose to furnish and materials for the additional Z molding around the light fixtures on ground level ceiling per revised drawings dated 01/19/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$14,884.55</td>
</tr>
<tr>
<td>Grand Total (USD)</td>
<td></td>
<td>$14,884.55</td>
</tr>
</tbody>
</table>

If you have any questions about this invoice, please contact Maryam, 843-276-2117, rahmanpainting.repairs@hotmail.com
To: Edmund V. Most  
From: Mike Risteski  
Date: 5/5/2021  
Contractor: Turner Construction Company

Project: CP 1425 International African American Museum  
Project No.: CP 1425  
Proposal No.: Change Order Request No. 94  
Contract: Construction

Description of work to be performed: Bulletin 15- Locker Add  
This request covers the cost associated with materials and labor for adding 24 lockers (five tier and double tier) in 202 and 310.

Justification: A - Customer Requested Change

Attachments: J&A from Project Manager  
Independent Cost Estimate  
Pre-Negotiation Position (PNP)  
Cost Estimate (Expected to Exceed $10,000)  
Change Proposal Request from CMR with Detailed Backup

Proposal Cost (not to exceed): $20,577.00  
Owner Contingency Allow. Bal.

Time Extension Requested: -  
Time Extension Recommended: -

Special Circumstances: This change will net in a $0.00 contract modification as the $960,000.00 Owner Contingency allowance will be accessed to cover the cost of this scope.

Consequence of Rejection: 

Comments by Supervisor: 

Decision needed by: May 7, 2021  
Approved: 

Decision (Circle One): (NO) (YES)

Decision Maker (Circle One): [Name]

[Signature]

Decision stamped on form: [Date]
Date Submitted: May 4, 2021

To: Edmund Most
City of Charleston

Re: International African American Museum

Bulletin 15 Locker Add

Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

Provide all required Labor, Materials, Equipment, and Administrative/Support costs to provide changes to add lockers per bulletin 15. They will be per specs and drawings issued to Turner, scope of work as detailed within the Subcontractor's quote(s) &/or correspondence attached. The design has started and the will be submitted based on the new findings. Work in the field can not start with out signed change order.


Pricing: [ ] ROM Estimate of GR's & Insurances [ ] ROM Estimate for Entire PCO [X] Lump Sum or Firm Fixed Unit Pricing for Trade Contractors - See Detailed Estimates

Time Impact: [X] Evaluated - NO TIME IMPACT [ ] Calendar Days Requested (See attached FRAGNET/Schedule Impact Analysis)

[ ] Work has been Completed [ ] Work Has Commenced &/or is Ongoing [ ] Work Authorization is Requested By:

Submitted By: Contract: TURNER BROWNSTONE

Walter Lewis Project Engineer 05/04/21 $20,577 Amount Requested

Requested Action:
[ ] Authorized to Proceed While Pricing [ ] Price Only [ ] Do Not Proceed or Price

Reviewed By: Program Manager: CUMMING

Dated

Authorized Action:
[ ] Authorized to Proceed While Pricing [ ] Price Only [ ] Do Not Proceed or Price

Approved By: Owner: City of Charleston

Edmund Most Dated

$20,577 Amount Approved
## International African American Muesum
### General Summary of the Estimate

**COR No.:** 94

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description of Work</th>
<th>DETAIL ESTIMATE OF DIRECTS</th>
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</thead>
<tbody>
<tr>
<td>A1</td>
<td>GENERAL REQUIREMENTS (GR's) &amp; GENERAL CONDITIONS (GC's) SELF PERFORMED LABOR</td>
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<td>A2</td>
<td>GENERAL REQUIREMENTS (GR's) &amp; GENERAL CONDITIONS (GC's) MATERIAL(S) &amp; EQUIPMENT</td>
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<tr>
<td>A3</td>
<td>TRADE DIRECTS</td>
<td>$18,936.00</td>
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**SUBTOTAL TRADE DIRECTS** $18,936

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Percentage</th>
<th>Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCP</td>
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<td>2.45%</td>
<td>$463.33</td>
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<tr>
<td>Subguard</td>
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<td>0.012%</td>
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<tr>
<td>Builders Risk</td>
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<td>0.84%</td>
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<tr>
<td>Performance and Payment Bond</td>
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<td>0.00732</td>
<td>$138.61</td>
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<tr>
<td>Precore</td>
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<td>0.04500%</td>
<td>$8.52</td>
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<tr>
<td>Overhead and Profit</td>
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<td>3.25%</td>
<td>$643.33</td>
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**SUBTOTAL** $18,936

**ESTIMATE TOTAL** $20,577
**INTERNATIONAL AFRICAN AMERICAN MUSEUM**

**DETAIL ESTIMATE OF DIRECTS**

**COR No.: 94**

<table>
<thead>
<tr>
<th>DIVISIONS OF WORK</th>
<th>RATE</th>
<th>UNIT</th>
<th>UNITS</th>
<th>SUBTOTAL</th>
<th>TOTAL</th>
</tr>
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<tbody>
<tr>
<td><strong>GENERAL REQUIREMENTS (GR's) &amp; GENERAL CONDITIONS (GC's)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td><strong>TRADE DIRECTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DESCRIPTION**

1. **Additional Scope of Work**
   - Add of 24 Lockers (five tier and double tier) in 202 and 310
   - Rate: $18,036.00
   - Unit: LS
   - Units: 1
   - Subtotal: $18,036.00

2. **Back Up attached**

**DIRECT WORK SUBTOTAL**: $18,036
TO: Turner Construction

ATTN: Project: International African American Museum

Lockers
Legacy Lockers:
Door Style: Plastic Laminate Face, White Back
Stain/Finish: Wilsonart Standard Color Selection
Locker Interior: White Melamine
Lock: Surface Mounted High Security Padlock Hasp
Edgeband: Closet Match PVC
Hardware: Chrome
Numbering: TBD

Material $11,735.00 + tax
Tax rate of 9% = +$1,056.15

Legacy Standard Material & Design (NON LEED / NON FSC)
(10) Custom Model E-5, Five Tier Locker 72"H x 12"W x 18"D
1-Surface Mounted High Security Padlock Hasp per Opening, 1-Coat Hook in 2’ Locker Opening

(14) Custom Model B-2, Double Tier Locker 36”H x 12”W x 18”D
1-Surface Mounted High Security Padlock Hasp per Opening, 1-Coat Hook in 2’ Locker Opening

Filler Panels, ADA Shelf Kits, Valances, Raw Base Included

Estimated Lead-time: +/- 8 Weeks from Approvals

Installation
Labor to Install Above Listed Lockers

Labor $6,145.00

Total = $18,936

The above prices are subject to the following conditions/exclusions:
- We exclude all glass any glazing unless otherwise noted.
- All hardware for aluminum doors by door supplier unless otherwise noted.
- On installed projects, a GC provided back hoist or service elevator is required. Installers will not carry doors up the stairs.
- On installed projects, all hollow metal frames are installed by others unless otherwise noted.

The above prices are subject to the following terms:
- Our terms are Net 30 subject to credit approval.
- Freight is FOB Destination, unloading and storage is excluded.
- QUOTED PRICES INCLUDE ALL APPLICABLE TAXES.
- Quoted prices are valid for 30 days.

Thank you for the opportunity to participate in your project. Please contact us for any additional clarification you may require. At Cook and Boardman we are proud to have earned a reputation of being a service/solution provider in addition to providing materials. Cook & Boardman estimate #

Respectfully,
Melinda Gue
mgue@cookandboardman.com

Commercial Doors and Frames • Builders Hardware and Accessories • Electronic Security

www.cookandboardman.com
BULLETIN #015

PROJECT NO. 15490
TO Bobby Teachey

DESCRIPTION:
Owner requested changes including

Lobby Changes: Redesign the current toilet rooms to be a "future" gender-neutral toilet rooms relocated to provide additional space at the coffee bar for a back-of-house kitchen. This item also includes redesign of the coat room.

Remove Shop Glass: Remove glass from the partial height walls around the gift shop.

Ronin Security: Add a Ronin Security System at the building entry. This will include Ronin security "gates" at the four lobby points of entry and the elevator along with associated cameras.

Remove FHC Wall: Remove the wall between Research Rooms 1 and 2 and revise the ceiling plan, lighting, HVAC and fire protection as impacted by this change.

Revise Office Layout: Provide a new office layout that will include hard wall offices down the center of the floor which was previously open office. This will require new floor and reflected ceiling plans and MEP/FP/IT plans and reworked coordination.

Theater Entry Door: Relocate the door to the Orientation Theatre.

SPECIFICATIONS:
06 40 00 Architectural Woodwork – Added Sliding pocket door hardware
06 83 16 Fiberglass Reinforced Paneling – Added section
08 43 26 All-glass wall and door assemblies - Added exterior doors for new lobby single doors.
09 51 13 Acoustical Panel Ceilings – Added AC-3 – Ceiling for Food Service areas
09 67 23a Resinous Flooring – Added flooring for Food Service Areas
10 21 14 Plastic (hdpe) toilet compartments – Added section for full height toilet partitions for revised restroom layouts
10 22 21 Demountable glass partitions – Added Section for New Administrative offices
10 51 23a Plastic laminate-clad lockers – Added for added lockers in Lobby & Offices
11 40 00 - Food Service Equipment – Added section
26 51 00 - Specialty Lighting - Added lighting cut sheet – Type AC3

DRAWINGS
STRUCTURAL
S-103 LEVEL 02 FRAMING PLAN PART B
Slab penetration added to accommodate grease interceptor at café kitchen.

S-210 STEEL FRAMING ELEVATIONS
6, 7/8-210 -10" diameter pipe sleeve shifted in elevation to accommodate modifications made to sanitary line.

S-212 STEEL FRAMING ELEVATIONS
7/8-212 -10" diameter pipe sleeve shifted in elevation to accommodate modifications made to sanitary line.

S-212 STEEL FRAMING ELEVATIONS
10/8-212 -6" diameter beam penetration added to accommodate modifications made to sanitary line.

GENERAL
G-012 Changes to Index based on Added Sheets
G-031 Changes to Life safety Plans based on plan changes

300 SPRUCE ST, STE 300, COLUMBUS, OH 43215
614.461.4664
MOODYNOLAN.COM
ARCHITECTURAL
A-102 Changes per floor plan adjustments.
A-103 Changes per floor plan adjustments.
A-104 Changes per floor plan adjustments.
A-112a Changes per floor plan adjustments.
A-112b Changes per floor plan adjustments.
A-113 Changes per floor plan adjustments.
A-114b Shifted roof drain to accommodate Kitchen Exhaust
A-122 Changes per floor plan adjustments.
A-123 Changes per floor plan adjustments.
A-202 Changes per floor plan adjustments.
A-203 Changes per floor plan adjustments.
A-212a Changes per floor plan adjustments.
A-212b Changes per floor plan adjustments.
A-213 Changes per floor plan adjustments.
A-301 Changes per floor plan adjustments.
A-312 Changes per floor plan adjustments.
A-313 Changes per floor plan adjustments.
A-401-2 Changes to Lobby to Add Security System, Door Revisions to work with bollard spacing & revisions at Museum Shop
A-402-5 Door changes to add Security System
A-440 Toilet Changes to add Full height partitions to restrooms and accommodate food service components.
A-500 Door Schedule changes to accommodate Lobby and Office plan changes, added door types
A-501 Door Changes to accommodate Lobby and Office plan changes
A-510 Added sheet to show pocket door details
A-511 Revised sheet to show single door in lieu of pair, revised door type. Refer to specifications for additional information
A-516 Added sheet to show Demountable partitions and Sliding door. Refer to specifications for additional information
A-521 Revisions to finishes based on floor plan adjustments.
A-521a Revisions to finishes based on floor plan adjustments.
A-521b Revisions to finishes based on floor plan adjustments.
A-522 Revisions to finishes based on floor plan adjustments.
A-530 Revisions to finishes based on floor plan adjustments.
A-602 Updated plan details
A-622 Updates to Millwork & Cabinetry based on revised Food Service
A-623 Updates to Millwork & Cabinetry based on revisions to Museum Shop
A-624--Updates to Millwork & Cabinetry based on revisions to Lobby & Offices
A-631 Added Detail 4 Projector Niche -- Coordinate with Exhibit design IAV
A-640 Revisions to finishes based on floor plan adjustments.
A-652 Revisions to finishes based on floor plan adjustments.
A-700 Added Demountable Partitions in Office Area. Refer to specifications for additional information
A-711-1 Door changes to add Security System
A-712-1 Updated plan detail to reflect plan changes
A-712-5 Updated plan detail to reflect plan changes
A-725-1 Door changed to Single door to add Security System
A-725-3 Door changed to Single door to add Security System
A-725-5 Door changed to Single door to add Security System

FOOD SERVICE - ALL NEW SHEETS
QF100 – FOOD SERVICE EQUIPMENT PLAN
QF200 -- FOOD SERVICE PLUMBING AND ELECTRICAL PLAN
QF300-- FOOD SERVICE VENTILATION AND SPECIAL CONDITIONS PLAN
QF301-- FOOD SERVICE EXHAUST HOOD DETAILS
QF302-- FOOD SERVICE EXHAUST HOOD DETAILS
QF400 -- FOOD SERVICE ELEVATIONS AND DETAILS
FIRE ALARM
FA-402-B - Fire Alarm Device modifications per floor plan adjustments.
FA-402M-B - Fire Alarm Device modifications per floor plan adjustments.
FA-403-A - Fire Alarm Device modifications per floor plan adjustments.
F-402-B - Changes to zoning per floor plan adjustments.
F-403-B - Changes to zoning per floor plan adjustments.

ELECTRICAL
E-003 - Changes to panel schedules.
E-403A - Changes per floor plan adjustments.
E-502M-B - Changes per floor plan adjustments.
E-503A - Changes per floor plan adjustments.
E-602M-A - Changes per floor plan adjustments.
E-602M-B - Changes per floor plan adjustments.
E-603-A - Changes per floor plan adjustments.
E-701 - Changes per floor plan adjustments.
E-901 - Changes to panel schedules.
E-902 - Changes to panel schedules.
E-904 - Changes to panel schedules.

PLUMBING
P-002 - Changes to equipment schedules.
P-301 - Changes to riser diagram.
P-302 - Changes to riser diagram.
P-402-B - Changes per floor plan adjustments.
P-701 - Changes per floor plan adjustments.
P-702 - Changes per floor plan adjustments.
P-701 - Detail Changes.

MECHANICAL
M-011 - Schedule Changes
M-012 - Schedule Changes
M-303 - Changes to riser
M-402-B - Changes per floor plan adjustments.
M-402M-B - Changes per floor plan adjustments.
M-403-B - Changes per floor plan adjustments.
M-703 - Changes per floor plan adjustments.
M-804 - Detail Added.
M-903 - Control Diagram Added.

SECURITY
Z-402-B - Cameras added for security bollards.

TELECOM
T-001 - Abbreviation list modified.
T-403-A - Network outlets modified due to floor plan changes.

ATTACHMENTS: Click here to enter text

Each affected contractor is to provide detailed pricing for both labor and material. If the contractor is not affected by the scope of this change, the contractor shall indicate no costs. The contractor shall notify the Architect within 10 working days of any costs that are expected to be incurred. If no response is received within 10 working days, it will be assumed there is no effect to the
contractor's contract.

DISTRIBUTION:
Rick Davis
Br'i'Shae Anderson
Walt Lewis
Edmund Most
Rick Holt
Robert Faust
Jonathan Roberts
Julie Cook
Bob Larrimer
SECTION 10 51 23

PLASTIC LAMINATE-CLAD LOCKERS

PART 1  GENERAL

1.01  SECTION INCLUDES

A.  Lockers of wood construction complete with plastic laminate finish and accessories. Provide:

  1.  Lockers of the quantities, sizes and arrangements indicated or specified.
  2.  Provide five (5) per cent of lockers as ADA compliant. Coordinate location with Architect. Location to be coordinated with locker design, hardware and placement of shelves.

1.02  REFERENCE STANDARDS

A.  NEMA - National Electrical Manufacturers Association LD3-High Pressure Decorative Laminate.

B.  NPAS - National Particleboard Association Standards.

C.  AWI - Architectural Woodwork Institute "Quality Standards".

D.  Americans with Disabilities Act Accessibility Guidelines (ADA or ADAAG).

1.02  QUALITY ASSURANCE

A.  Lockers shall be fabricated in accordance with recommendations of the Millwork Standards of the Architectural Woodwork Institute (AWI).

1.03  SUBMITTALS

A.  Submit the following in accordance with Section 01 33 23.

B.  Shop Drawings: Clearly indicate:

  1.  Plan layout and elevations of all lockers.
  2.  Locker type and size.
  4.  Installation details and method of securing lockers to wall studs.
  5.  Types of materials and accessories.
  7.  Finishes.

C.  Samples of the following:
1. Plastic laminate for color selection.
2. Hinge, hook, number plate, padlock system; 1 each.

D. Manufacturer’s Product Data: Clearly describing the quality of materials, components and finishes, and quality of locker fabrication.

1.04 DELIVERY, HANDLING, STORAGE

A. Do not deliver lockers to jobsite until building conditions are adequate to receive the locker work.

1. Protect lockers from weather while in transit.

B. Store lockers indoors, in ventilated areas with temperatures in the range recommended by locker manufacturer.

1.05 GUARANTEE/WARRANTY

A. Submit the locker manufacturer’s written warranty which guarantees that all wood parts and hardware will be structurally sound and free from defects in material and workmanship under normal use for a period of three (3) years from date of substantial completion.

PART 2 PRODUCTS

2.01 LOCKERS

A. Type: Wood Lockers complete with plastic laminate finish and accessories.

1. Sizes and Configuration: As indicated.
2. Base: Lockers shall be complete with bases constructed by locker manufacturer, ready to receive the wall base scheduled for room finish.

B. Materials and Fabrications:

1. Plastic Laminate: As indicated.
2. Locker Interior: High-density, high-impact and stain resistant Kortron/EB particleboard finished with an acrylic coating.
   b. ADA Compliant Lockers: Provide shelf at a maximum of 54” above floor (where side access is permitted) or 48” above the floor (where front access only is permitted); provide additional shelf where bottom of locker is less than 9” above the floor.
4. Doors and End Panels: 11/16” thick high strength industrial grade core with 1/32” NEMA quality high-pressure plastic laminate each side.
5. Back: Shall be stabilized with a polyester UV-cured seal for protection against high humidity.
6. Venting: 3/4" x 10-1/4" opening between shelf and bottom of each door, complete with colored venting screen of perforated molded plastic fastened to each shelf or similar type method as approved by Architect.


8. Number Plates: 1-1/2" aluminum with black numbers, treated to resist tarnishing, routed in door flush with door surface. One required for each door.


   a. ADA Compliant Lockers: Lever handle with opening function occurring with 30° or less rotation. Handle shall return to the locked position when released; turning lever will cause door to pop open and remain ajar. Locate approximately 34" above the floor.

2.02 MANUFACTURERS

A. Subject to compliance with the specified requirements and the layouts indicated, lockers manufactured by the following are acceptable:

1. CLASSIC WOODWORKING INC.
2. LEGACY LOCKERS
3. ACCUTEC MANUFACTURING
4. HOLLMAN INC.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install lockers secure, plumb, square and in accordance with approved shop drawings and manufacturer’s instructions and recommendations.

B. The completed locker installations shall be secure in place and complete with all specified accessories and finishes.

1. Damaged and touched-up plastic laminate is not acceptable.
2. Damaged accessories and other materials shall be replaced at no additional cost to Owner.

END OF SECTION
To: Edmund V. Most  
From: Mike Risteski  
Date: 5/5/2021  
Contractor: Turner Construction Company

Project: CP 1425 International African American Museum  
Project No.: CP 1425  
Proposal No.: Change Order Request No. '93  
Contract: Construction

Description of work to be performed: Bulletin 15.2- Toilet Partition Upcharge  
This request covers the cost associated with materials and labor for adding toilet partitions with new heights

Justification: A - Customer Requested Change

Attachments: J&A from Project Manager  
 Independent Cost Estimate  
 Pre-Negotiation Position (PNP)  
 Cost Estimate (Expected to Exceed $10,000)  
 Change Proposal Request from CMR with Detailed Backup

Proposal Cost (not to exceed): $2,477.00  
Owner Contingency Allow. Bal.  
Time Extension Requested: -  
Time Extension Recommended: -

Special Circumstances: This change will net in a $0.00 contract modification as the $960,000.00 Owner Contingency allowance will be accessed to cover the cost of this scope.

Consequence of Rejection:

Comments by Supervisor:

Decision needed by: May 2021

Approved: 

Rick Holt, Cumming Corp.  
Robert Faust, Cumming Corp.  
Edmund V. Most, City of Charleston  
Bernard Costantino, Moody Nolan
Date Submitted: April 6, 2021

To: Edmund Most
City of Charleston

Re: International African American Museum
Bulletin 15.2 - Changes

Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

Provide all required Labor, Materials, Equipment, and Administrative/Support costs to provide changes to support Bulletin 15.2 drawing Changes. They will be per specs and drawings issued to Turner, scope of work as detailed within the Subcontractor’s quote(s) &/or correspondence attached. The design has started and the will be submitted based on the new findings. Work in the field cannot start with out signed change order.

Reason:
- [ ] Owner Directive
- [x] Code / Regulatory
- [ ] Unforeseen Condition
- [x] Design Issue

Pricing:
- [x] Lump Sum or Firm Fixed Unit Pricing for Trade Contractors - See Detailed Estimates

Time Impact:
- [x] Evaluated - NO TIME IMPACT
- [ ] Calendar Days Requested (See attached FRAGMENT/Schedule Impact Analysis)
- [ ] Work Authorization is Requested By:
- [ ] Work Has Commenced &/or is Ongoing
- [ ] Work has been Completed

Submitted By: Walter Lewis, Project Engineer

Contractor: TURNER BROWNSTONE

Requested Action:
- [ ] Authorized to Proceed While Pricing
- [ ] Price Only
- [ ] Do Not Proceed or Price

Authorized Action:
- [ ] Authorized to Proceed While Pricing
- [ ] Price Only
- [ ] Do Not Proceed or Price

Reviewed By: Program Manager: CUMMING

Authorized By: Owner: City of Charleston

$2,477

2,477
**International African American Museum**  
**General Summary of the Estimate**

**COR No.:** 93

<table>
<thead>
<tr>
<th>Item</th>
<th>Description of Work</th>
<th>DETAIL ESTIMATE OF DIRECTS</th>
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<tr>
<td>A1</td>
<td>GENERAL REQUIREMENTS (GR's) &amp; GENERAL CONDITIONS (GCS)</td>
<td>SELF-PERFORMED LABOR</td>
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<tr>
<td>A2</td>
<td>GENERAL REQUIREMENTS (GR's) &amp; GENERAL CONDITIONS (GCS)</td>
<td>MATERIAL(S) &amp; EQUIPMENT</td>
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<td>A3</td>
<td>TRADING DIRECTS</td>
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<td>A4</td>
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<td>A9</td>
<td>Subguard</td>
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<td>A14</td>
<td>Builders Risk</td>
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<td>A11</td>
<td>Procore</td>
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<td>A15</td>
<td>Overhead and Profit</td>
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**SUBTOTAL** $2,278

**ESTIMATE TOTAL** $2,477
## GENERAL REQUIREMENTS (GR's) & GENERAL CONDITIONS (GC's)

### DESCRIPTION

<table>
<thead>
<tr>
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<tr>
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## TRADE DIRECTS

### DESCRIPTION

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<tbody>
<tr>
<td>1  Bulletin 15.2 Changes - Toilet Partition Height Change</td>
<td>$12,047.00</td>
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<td>2  Bulletin 15 Changes - Already approved cost</td>
<td>$(9,769.00)</td>
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<td>$9,769.00</td>
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**$2,278**

**DIRECT WORK SUBTOTAL: $2,278**
TO: Turner Construction
ATTN: Walt Lewis

Date: July 24, 2020   REV 11-17-2020
Project: International African American Museum
RE: Bulletin 15

Division 8 Changes per Attached detailed report
(Excluding Pocket Doors)

Hollow Metal – Materials ($434.00)
Wood Doors – Materials $2,075.00
Hardware – Materials $3,829.00
Installation – Labor $1,000.00

Division 10
Toilet Accessories – Added 2 Toilet Tissue Dispensers

Toilet Partitions – changed from Stainless Steel to HPDE. Deleted Urinal Screen and added 2 Compartments Revised for Scranton Products full Height

Materials $177

Materials $5,400

TOTAL ADD: $12,047.00

*** QUOTED PRICES INCLUDE ALL APPLICABLE TAXES***

The above prices are subject to the following conditions/exclusions:
We exclude all glass any glazing unless otherwise noted.
All hardware for aluminum doors by door supplier unless otherwise noted.

The above prices are subject to the following terms:
Our terms are Net 30 subject to credit approval.
Freight is FOB Destination, unloading and storage is excluded.
QUOTED PRICES INCLUDE ALL APPLICABLE TAXES.
Quoted prices are valid for 30 days.

Thank you for the opportunity to participate in your project. Please contact us for any additional clarification you may require.
At Cook and Boardman we are proud to have earned a reputation of being a service/solution provider in addition to providing materials.

Respectfully,
Melinda Gue
Email: mgue@cookandboardman.com
Project: 338378 - International African American Museum
Contemplated Change Order # 1
Bulletin #15 Changes

1 Single Door #201A

<table>
<thead>
<tr>
<th>Component</th>
<th>Code</th>
<th>Code 2</th>
<th>Code 3</th>
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</thead>
<tbody>
<tr>
<td>Intermediate Pivot</td>
<td>7227 INT</td>
<td>US26D</td>
<td>IV</td>
</tr>
<tr>
<td>Pivot Set</td>
<td>7227</td>
<td>US26D</td>
<td>IV</td>
</tr>
<tr>
<td>Lockset</td>
<td>L9080BDC M52A EE &lt; 2 1/2</td>
<td>626</td>
<td>SC</td>
</tr>
<tr>
<td>Cylinder Core</td>
<td>80-043 50-210-GMK 50-210-MK 50-215 50-2</td>
<td>626</td>
<td>SC</td>
</tr>
<tr>
<td>Closer</td>
<td>3034 REG SRI WMS</td>
<td>AL</td>
<td>LC</td>
</tr>
<tr>
<td>Wall Bumper</td>
<td>WS406/407CVX</td>
<td>US32D</td>
<td>IV</td>
</tr>
<tr>
<td>Smoke Seal</td>
<td>5021 B 48&quot;</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Smoke Seal</td>
<td>5021 B 108&quot;</td>
<td>NA</td>
<td>NA</td>
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</table>

1 Single Door #201B

<table>
<thead>
<tr>
<th>Component</th>
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<tr>
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<td>IV</td>
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<tr>
<td>Pivot Set</td>
<td>7227</td>
<td>US26D</td>
<td>IV</td>
</tr>
<tr>
<td>Lockset</td>
<td>L9080BDC M52A EE &lt; 2 1/2</td>
<td>626</td>
<td>SC</td>
</tr>
<tr>
<td>Cylinder Core</td>
<td>80-043 50-210-GMK 50-210-MK 50-215 50-2</td>
<td>626</td>
<td>SC</td>
</tr>
<tr>
<td>Closer</td>
<td>3034 REG SRI WMS</td>
<td>AL</td>
<td>LC</td>
</tr>
<tr>
<td>Wall Bumper</td>
<td>WS406/407CVX</td>
<td>US32D</td>
<td>IV</td>
</tr>
<tr>
<td>Smoke Seal</td>
<td>5021 B 48&quot;</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Smoke Seal</td>
<td>5021 B 108&quot;</td>
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<td>NA</td>
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1 Pocket Door #202A

<table>
<thead>
<tr>
<th>Component</th>
<th>Code</th>
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<tbody>
<tr>
<td>Sliding Door Privacy Set</td>
<td>991 A</td>
<td>14</td>
<td>IV</td>
</tr>
<tr>
<td>Pocket Door Kit</td>
<td>9878 72</td>
<td>HA</td>
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1 Pocket Door #202B

<table>
<thead>
<tr>
<th>Component</th>
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<th>Code 3</th>
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<tbody>
<tr>
<td>Sliding Door Privacy Set</td>
<td>991 A</td>
<td>14</td>
<td>IV</td>
</tr>
<tr>
<td>Pocket Door Kit</td>
<td>9878 72</td>
<td>HA</td>
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1 Single Door #203

<table>
<thead>
<tr>
<th>Component</th>
<th>Code</th>
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<th>Code 3</th>
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<tbody>
<tr>
<td>HMD MS214 16 A60 37.25&quot; x 96.625&quot; F SEM 2 1/4 RH (C3; LM2; MP2; U16)</td>
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1 Pocket Door #203

<table>
<thead>
<tr>
<th>Component</th>
<th>Code</th>
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<tbody>
<tr>
<td>Corridor C201 to Quiet 202A</td>
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1 36" x 93.25" PCKT 1 3/4 SCL5 MDO PRIMED 5 ME F SCL

<table>
<thead>
<tr>
<th>Component</th>
<th>Code</th>
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<tbody>
<tr>
<td>Sliding Door Privacy Set</td>
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<td>IV</td>
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<tr>
<td>Pocket Door Kit</td>
<td>9878 72</td>
<td>HA</td>
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1 Pocket Door #202B

<table>
<thead>
<tr>
<th>Component</th>
<th>Code</th>
<th>Code 2</th>
<th>Code 3</th>
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<tbody>
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<td>Sliding Door Privacy Set</td>
<td>991 A</td>
<td>14</td>
<td>IV</td>
</tr>
<tr>
<td>Pocket Door Kit</td>
<td>9878 72</td>
<td>HA</td>
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-1 Single Door #203

<table>
<thead>
<tr>
<th>Component</th>
<th>Code</th>
<th>Code 2</th>
<th>Code 3</th>
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<tbody>
<tr>
<td>HMD MS214 16 A60 37.25&quot; x 96.625&quot; F SEM 2 1/4 RH (C3; LM2; MP2; U16)</td>
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<td></td>
<td></td>
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</tbody>
</table>
1 36" x 93.25" PCKT 1 3/4 SLC5 MDO PRIMED 5 ME F SCL
1 SRW 16 CRS 658 SGL 37.25" x 96.625" T3 RH (S12; A03_MSZ2+; F114; FANOTE; H1; H234; NSTD_DR_THICK; PV2;

-1 Intermediate Pivot 7227 INT US26D IV
-1 Pivot Set 7227 US26D IV
-1 Lockset L9080BDC M52A EE < 2 1/2 626 SC
-1 Cylinder Core 80-043 50-210-GMK 50-210-MK 50-215 50-2 626 SC
-1 Closer 3034 REG SRI WMS AL LC
-1 Wall Bumper WS406/407CVX US32D IV
1 Sliding Door Privacy Set 991 A 14 IV
-1 Smoke Seal 5021 B 48" NA
-2 Smoke Seal 5021 B 108" NA
1 Pocket Door Kit 9878 72 HA

-1 Single Door #209

Corridor C201 to Storage 209

-1 HMD MS214 16 A60 37.25" x 96.625" F SEM 2 1/4 LH (C3; LM2; MP2; U16)
-1 SRW 16 CRS 618 SGL 37.25" x 96.625" T3 LH (A03_MSZ2+; F114; FANOTE; H1; H234; NSTD_DR_THICK; PV2; S)

-1 Intermediate Pivot 7227 INT US26D IV
-1 Pivot Set 7227 US26D IV
-1 Lockset L9080BDC M52A EE < 2 1/2 626 SC
-1 Cylinder Core 80-043 50-210-GMK 50-210-MK 50-215 50-2 626 SC
-1 Closer 3034 REG SRI WMS AL LC
-1 Wall Bumper WS406/407CVX US32D IV
-1 Smoke Seal 5021 B 48" NA
-2 Smoke Seal 5021 B 108" NA

-1 Single Door #210

Lobby C200 to Museum Shop 210

1 Pocket Door #210

Lobby C200 to C200 Lobby Desk

1 36" x 102.5" PCKT 1 3/4 SCL5 MDO PRIMED 5 ME F SCL

1 Sliding Door Privacy Set 991 A 14 IV
1 Pocket Door Kit 9878 72 HA

-1 Single Door #T205

Vestibule V209 to Unisex T207

Vestibule V209 to Unisex T207

-1 SRW 16 CRS 614 SGL 37.25" x 96.625" T3 RH (A03_MSZ2+; F114; FANOTE; H1; H234; NSTD_DR_THICK; PV2; S)
1 SRW 16 CRS 612 SGL 37.25" x 96.625" T3 RH (A03_MSZ2+; F114; FANOTE; H1; H234; NSTD_DR_THICK; PV2; S)

-1 Pocket Door #T302

Corridor C301 to Women's Room T302

Corridor C301 to Women's Room T302

-1 SC CCP 16 CRS 718 SGLC 36" x 93.25" T3 (A03_MSZ2-)

-1 Pocket Door #T308

Corridor C302 to Men's Room T308

Corridor C302 to Men's Room T308

-1 SC CCP 16 CRS 718 SGLC 36" x 93.25" T3 (A03_MSZ2-)
### Single Door #317: Open Office 310 to IT Equipment 317

<table>
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<th>Model/Part No.</th>
<th>Notes</th>
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<tbody>
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<td>Intermediate Pivot</td>
<td>7227 INT</td>
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<td>Pivot Set</td>
<td>7227</td>
<td>US26D IV</td>
</tr>
<tr>
<td>Lockset</td>
<td>L9080BDC M52A EE &lt; 2 1/2</td>
<td>626 SC</td>
</tr>
<tr>
<td>Cylinder Core</td>
<td>80-043 50-210-GMK 50-210-MK 50-215 50-2</td>
<td>626 SC</td>
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<tr>
<td>Closer</td>
<td>3034 REG SRI WMS</td>
<td>AL LC</td>
</tr>
<tr>
<td>Wall Bumper</td>
<td>WS406/407CVX</td>
<td>US32D IV</td>
</tr>
<tr>
<td>Smoke Seal</td>
<td>5021 B 96&quot;</td>
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<tr>
<td>Smoke Seal</td>
<td>5021 B 48&quot;</td>
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### Single Door #319: Open Office 310 to Security Office 319

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<td>652 IV</td>
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<tr>
<td>Hinges</td>
<td>3CB1HW 4 1/2 x 4 1/2 CON TW8</td>
<td>652 IV</td>
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<td>Electrified Lockset</td>
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<td>626 SC</td>
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<tr>
<td>Cylinder Core</td>
<td>80-043 50-210-GMK 50-210-MK 50-215 50-2</td>
<td>626 SC</td>
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<tr>
<td>Closer</td>
<td>3034 REG SRI WMS</td>
<td>AL LC</td>
</tr>
<tr>
<td>Wall Bumper</td>
<td>WS406/407CVX</td>
<td>US32D IV</td>
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<tr>
<td>Power Supply</td>
<td>PS902</td>
<td>LO</td>
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<tr>
<td>Weatherstrip</td>
<td>485AA 1 x 38&quot; 2 x 96&quot;</td>
<td>ZE</td>
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<tr>
<td>Smoke Seal</td>
<td>5021 B 96&quot;</td>
<td>NA</td>
</tr>
<tr>
<td>Smoke Seal</td>
<td>5021 B 48&quot;</td>
<td>NA</td>
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<tr>
<td>Auto Door Bottom</td>
<td>351AA 38&quot;</td>
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### Single Door #320: Open Office 310 to Facilities Office 320

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<td>Cylinder Core</td>
<td>80-043 50-210-GMK 50-210-MK 50-215 50-2</td>
<td>626 SC</td>
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<td>Closer</td>
<td>4040 XPRW/PA</td>
<td>AL LC</td>
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<tr>
<td>Wall Bumper</td>
<td>WS406/407CVX</td>
<td>US32D IV</td>
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<tr>
<td>Weatherstrip</td>
<td>485AA 1 x 38&quot; 2 x 96&quot;</td>
<td>ZE</td>
</tr>
<tr>
<td>Smoke Seal</td>
<td>5021 B 96&quot;</td>
<td>NA</td>
</tr>
<tr>
<td>Smoke Seal</td>
<td>5021 B 48&quot;</td>
<td>NA</td>
</tr>
<tr>
<td>Auto Door Bottom</td>
<td>351AA 38&quot;</td>
<td>ZE</td>
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### Pocket Door #318: Corridor C301 to Break Room 318

<table>
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<tr>
<td>Sliding Door Passage Set</td>
<td>990 A</td>
<td>14 IV</td>
</tr>
<tr>
<td>Pocket Door Kit</td>
<td>9878 72</td>
<td>HA</td>
</tr>
<tr>
<td></td>
<td>Room #</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>--------</td>
<td>---</td>
</tr>
<tr>
<td>-1</td>
<td>Room #TA-T208</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Room #TA-T208</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Toilet Tissue Disp Multi Roll</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
TO:  Turner Construction
ATTN:  Walt Lewis

Date:  July 24, 2020
Project:  International African American Museum
RE:  Bulletin 15

Division 8 Changes per Attached detailed report

Hollow Metal  –  Materials $500.00
Wood Doors  –  Materials $3,540.00
Hardware  –  Materials $4,155.00
Installation  –  Labor $1,800.00

Division 10
Toilet Accessories – Added 2 Toilet Tissue Dispensers
Toilet Partitions – changed from Stainless Steel to HPDE. Deleted Urinal Screen and added 2 Compartments

Materials $177
Materials ($403.00)

TOTAL ADD:  $9,769.00

*** QUOTED PRICES INCLUDE ALL APPLICABLE TAXES***

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At Cook and Boardman we are proud to have earned a reputation of being a service/solution provider in addition to providing materials.

Respectfully,

Melinda Gue
Email: mgue@cookandboardman.com
To: Edmund V. Most
From: Mike Risteski
Date: 5/5/2021
Contractor: Turner Construction Company

Project: CP 1425 International African American Museum
Project No.: CP 1425
Proposal No.: Change Order Request No. '92
Contract: Construction

Description of work to be performed: Bulletin 15- Pocket Door Reconcile
This request covers the cost associated with materials and labor for adding pocket doors, frames and hardware
Included in the request is the reconciliation for COR 55

Justification: A - Customer Requested Change

Attachments: J&A from Project Manager
Independent Cost Estimate
Pre-Negotiation Position (PNP)

Cost Estimate (Expected to Exceed $10,000)
Change Proposal Request from CMR with Detailed Backup

Proposal Cost (not to exceed): $1,958.00 Owner Contingency Allow. Bal.
Time Extension Requested: Time Extension Recommended:

Special Circumstances: This change will not in a $0.00 contract modification as the $960,000.00 Owner Contingency allowance will be accessed to cover the cost of this scope.

Consequence of Rejection:

Comments by Supervisor:

Approved:

Decision needed by: May 7, 2021

(Circle One)

Rick Holt, Cumming Corp.

(Circle One)

Robert Faust, Cumming Corp.

(Circle One)

Edmund V. Most, City of Charleston

 Bernard Costantino, Moody Nolan

(Circle One)
Date Submitted: May 4, 2021

To: Edmund Most
City of Charleston

Re: International African American Muesum

Bulletin 15 Pocket Doors Reconcile

Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

Provide all required Labor, Materials, Equipment, and Administrative/Support costs to provide changes to reconcile the Bulletin 15 Pocket Door Changes. They will be per specs and drawings issued to Turner, scope of work as detailed within the Subcontractor's quote(s) &/or correspondence attached. The design has started and the will be submitted based on the new findings. Work in the field can not start with out signed change order.


Pricings: [ ] ROM Estimate of GR's & Insurances [ ] ROM Estimate for Entire PCO [ ] Lump Sum or Firm Fixed Unit Pricing for Trade Contractors - See Detailed Estimates

Time Impact: [ ] Evaluating Potential for Time Impact [x] Evaluated - NO TIME IMPACT
[ ] Work has been Completed [ ] Work Has Commenced &/or is Ongoing

Contractor: TURNER BROWNSTONE

Submitted By: Walter Lewis Project Engineer 10/04/21 $1,958 Amount Requested

Reviewed By: Program Manager: CUMMING

Authorized Action:
Authorized to Proceed While Pricing [x] Price Only [ ] Do Not Proceed or Price

Authorized By: Owner: City of Charleston

Approved By: Edmund Most

Amount Approved: $1,958
# International African American Muesum
## General Summary of the Estimate

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description of Work</th>
<th>DETAIL ESTIMATE OF DIRECTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>GENERAL REQUIREMENTS (GR's) &amp; GENERAL CONDITIONS (GCCS) SELF PERFORMED LABOR</td>
<td>$0</td>
</tr>
<tr>
<td>A2</td>
<td>GENERAL REQUIREMENTS (GR's) &amp; GENERAL CONDITIONS (GCCS) MATERIAL(S) &amp; EQUIPMENT</td>
<td>$0</td>
</tr>
<tr>
<td>A3</td>
<td>TRADE DIRECTS</td>
<td>$1,802.00</td>
</tr>
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</table>

**SUBTOTAL TRADE DIRECTS** $1,802

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description of Work</th>
<th>DETAIL ESTIMATE OF DIRECTS</th>
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</thead>
<tbody>
<tr>
<td>A8</td>
<td>CCIP @ 2.45%</td>
<td>$44.15</td>
</tr>
<tr>
<td>A9</td>
<td>Subguard @ 0.01%</td>
<td>$21.62</td>
</tr>
<tr>
<td>A14</td>
<td>Builders Risk @ 0.84%</td>
<td>$15.14</td>
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<tr>
<td></td>
<td>Performance and Payment Bond @ 0.00732</td>
<td>$13.19</td>
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<tr>
<td>A11</td>
<td>Procore @ 0.0450%</td>
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<tr>
<td>A15</td>
<td>Overhead and Profit @ 3.26%</td>
<td>$61.22</td>
</tr>
</tbody>
</table>

**SUBTOTAL** $1,802

**ESTIMATE TOTAL** $1,958
## INTERNATIONAL AFRICAN AMERICAN MUSEUM

### DETAIL ESTIMATE OF DIRECTS

| COR No.: | 92 |

### GENERAL REQUIREMENTS (GR's) & GENERAL CONDITIONS (GC's)

#### DESCRIPTION

| GENERAL REQUIREMENTS (GR's) & GENERAL CONDITIONS (GC's) | $0 |

### TRADE DIRECTS

#### DESCRIPTION

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Unit</th>
<th>Units</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Scope of Work</td>
<td>$5,176.00</td>
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<td>LS</td>
<td>$5,176.00</td>
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<tr>
<td>Add for Pocket Door Hardware with new layout</td>
<td>$2,626.00</td>
<td>1</td>
<td>LS</td>
<td>$2,626.00</td>
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<tr>
<td>CDR 55 Recolute</td>
<td>$(5,000.00)</td>
<td>1</td>
<td>LS</td>
<td>$(5,000.00)</td>
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<tr>
<td>Back Up attached</td>
<td></td>
<td></td>
<td></td>
<td>$(5,000.00)</td>
</tr>
</tbody>
</table>

**Direct Work Subtotal:** $1,852
TO: John J. Tecklenburg, Mayor
FROM: Ed Bolnest / Andrew Jones DEPT. Parks – Capital Projects
SUBJECT: CPD FORENSIC SERVICES BUILDING CHANGE ORDER #9

REQUEST: Approval of Change Order #9 with Hill Construction Services of Charleston, Inc., in the amount of $166,052.29 for the addition for a door release/lock button and aiphone master station/pc station, additional rubber base for the vehicle bays, data drops in the mechanical rooms and to upfit the PRT room. Change Order#9 will add 259 days to the substantial completion date.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 15, 2021

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

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

FUNDING: Was funding previously approved? Yes ☑ No ☐ N/A ☐
If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051448-58240
Balance in Account $166,052.29 Amount needed for this item $166,052.29
Project Number CP1617

NEED: Identify any critical time constraint(s).

CFO’s Signature: ☐

FISCAL IMPACT: Approval of Change Order #9 will increase the construction contract by $166,052.29 (from $9,537,486.78 to $9,703,539.07). Funding sources for this project are: 2015 IPRB ($7,392,186.00) and 2017 IPRB ($5,000,000.00).

Mayor’s Signature: ☐

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK’S AGENDA MEETING.
AIA Document G701″ – 2017

Change Order

PROJECT: (Name and address)
CP1617 Police Department Forensics Services Building
1975 Bee Ferry Road
Charleston, SC 29414

OWNER: (Name and address)
City of Charleston
Department of Parks, Capital Projects Division
823 Meeting Street, Second Floor
Charleston, SC 29403

ARCHITECT: (Name and address)
SMH, Inc.
400 Hibernian Street
Mount Pleasant, SC 29464

CONTRACTOR: (Name and address)
Hill Construction Services of Charleston, Inc.
295 Seven Farms Drive, Suite 301
Charleston, SC 29492

CONTRACT INFORMATION:
Contract For: General Construction
Date: August 20, 2019

CHANGE ORDER INFORMATION:
Change Order Number: 009
Date: May 20, 2021

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PCO#48- Add $548.00 for Door Release/flock button; PCO#49- Add $1,846.53 for additional Aliphane Master Station/PC Station; PCO#50-Add $841.06 in add rubber base in vehicle bays; PCO#51- Add $1,101.96 to repair damaged LVT in Corridor; PCO#52- Add $1735.74 to add Data in Mechanical Room; CCD#04- Add $159,979.00 and 259 days to split PRF Room.

The original Contract Sum was
The net change by previously authorized Change Orders
The Contract Sum prior to this Change Order was
The Contract Sum will be increased by this Change Order in the amount of
The new Contract Sum including this Change Order will be

The Contract Time will be increased by Two Hundred Fifty Nine (259) days.
The new date of Substantial Completion will be October 29, 2021

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

SMH, Inc.

Hill Construction Services of Charleston, Inc.

City of Charleston

ARCHITECT (Print name)

CONTRACTOR (Print name)

OWNER (Print name)

SIGNATURE

SIGNATURE

SIGNATURE

William S. Connell

L.H. Bart Bedlin, IV

John Tecklenburg

Project Architect

Project Manager

Printed Name and Title

Printed Name and Title

May 25, 2021

DATE

S/25/21

DATE
## PROPOSED CHANGE ORDER

**Project:** CPD Forensic Lab  
**Project No.:** 1930  
**PCO No.:** 48  
**Date:** 03/31/21  
**Schedule:** This Change Requires 0 Calendar Days be Added to the Project Schedule

**Description:** Add Door Release/Lock Button

<table>
<thead>
<tr>
<th>SCHEDULE DELAY</th>
<th>QTY</th>
<th>UNIT COST</th>
<th>EXTENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extended General Conditions Cost for Delays (Per Day)</td>
<td>0.00</td>
<td>$1,957.80</td>
<td>$1,957.80</td>
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<table>
<thead>
<tr>
<th>LABOR</th>
<th>QTY</th>
<th>UNIT COST</th>
<th>EXTENDED</th>
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</thead>
<tbody>
<tr>
<td>Hill Labor -</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Hill Labor -</td>
<td>0.00</td>
<td>$0.00</td>
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<tr>
<td>Hill Labor -</td>
<td>0.00</td>
<td>$0.00</td>
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<tr>
<td>Hill Labor -</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Labor &amp; Burden</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MATERIAL</th>
<th>QTY</th>
<th>UNIT COST</th>
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<tbody>
<tr>
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<tr>
<td>Hill Material -</td>
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<tr>
<td>Hill Material -</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Hill Material -</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Sales Tax 9%</td>
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</tr>
<tr>
<td>Total Material</td>
<td></td>
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<td></td>
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</table>

<table>
<thead>
<tr>
<th>EQUIPMENT</th>
<th>QTY</th>
<th>UNIT COST</th>
<th>EXTENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rented Equipment -</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Rented Equipment -</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Additional Dumpster Cost -</td>
<td>0.00</td>
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<tr>
<td>Small Tools -</td>
<td>0.00</td>
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<td>$0.00</td>
</tr>
<tr>
<td>Total Equipment</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>SUBCONTRACTORS</th>
<th>QTY</th>
<th>UNIT COST</th>
<th>EXTENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontract Work - NextGen: Add Door Release/Lock Button</td>
<td>1</td>
<td>$460.00</td>
<td>$460.00</td>
</tr>
<tr>
<td>Subcontract Work -</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subcontract Work -</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Subcontract Work -</td>
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<tr>
<td>Subcontract Work -</td>
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<td></td>
</tr>
<tr>
<td>Subcontract Work -</td>
<td></td>
<td></td>
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<tr>
<td>Subtotal Subcontract Work</td>
<td></td>
<td></td>
<td>$460.00</td>
</tr>
<tr>
<td>Subcontract Bends</td>
<td></td>
<td>1.50%</td>
<td>$6.90</td>
</tr>
<tr>
<td>Total Subcontract Work</td>
<td></td>
<td></td>
<td>$466.90</td>
</tr>
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</table>

**INCIDENTAL JOB COSTS PER 7.5.5.1**

<table>
<thead>
<tr>
<th>Costs</th>
<th>%</th>
<th>EXTENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Builder's Risk Insurance</td>
<td>0.80%</td>
<td>$4.49</td>
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<tr>
<td>Bonds</td>
<td>1.50%</td>
<td>$8.41</td>
</tr>
<tr>
<td>GL Insur</td>
<td>0.66%</td>
<td>$3.70</td>
</tr>
<tr>
<td>Permit/Business Licenses Updates</td>
<td>0.15%</td>
<td>$0.84</td>
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<tr>
<td>Total Misc</td>
<td></td>
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</table>

**OVERHEAD & PROFIT**

<table>
<thead>
<tr>
<th>Costs</th>
<th>%</th>
<th>EXTENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overhead &amp; Profit (Subcontracted Work)</td>
<td>13.00%</td>
<td>$60.70</td>
</tr>
<tr>
<td>Overhead &amp; Profit (Self-Performed Work)</td>
<td>17.00%</td>
<td>$2.96</td>
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<tr>
<td>Grand Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**EXCLUSIONS:**
1. Conduit & raceway

**SIGNATURE (Signing indicates Approval of Cost/Schedule implications)**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

Printed Name
The following is a price quote for the project referenced above:

**Installing a door release/lock button**  - **Total:** $460.00

This price includes furnishing and installing: One button under a desk or on a wall to be able to lock or unlock the door.

**EXCLUSIONS:**

1. Conduit and Raceway
2. Firestopping

Best regards,

Chase Jordan
## Proposed Change Order

### Project:
CPD Forensic Lab

### Project No:
1930

### PCD No:
49

### Date:
04/01/21

### Schedule:
This Change Requires 0 Calendar Days to be Added to the Project Schedule

### Description:
Add At Least One Station/PC Station

### Schedule Delay
Extended General Conditions Cost for Delays (Per Day)

<table>
<thead>
<tr>
<th>QTY</th>
<th>UNIT COST</th>
<th>EXTENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00</td>
<td>$1,157.80</td>
<td></td>
</tr>
</tbody>
</table>

### Labor

<table>
<thead>
<tr>
<th>QTY</th>
<th>UNIT COST</th>
<th>EXTENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hill Labor</td>
<td>$0.00</td>
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</tr>
<tr>
<td>Hill Labor</td>
<td>$0.00</td>
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<td></td>
</tr>
<tr>
<td>Hill Labor</td>
<td>$0.00</td>
<td></td>
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</tbody>
</table>

Total Labor & Burden $0.00

### Material

<table>
<thead>
<tr>
<th>QTY</th>
<th>UNIT COST</th>
<th>EXTENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hill Material</td>
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<tr>
<td>Hill Material</td>
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<tr>
<td>Hill Material</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

Total Material $0.00

### Equipment

<table>
<thead>
<tr>
<th>QTY</th>
<th>UNIT COST</th>
<th>EXTENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rented Equipment</td>
<td>$0.00</td>
<td></td>
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<tr>
<td>Rented Equipment</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Additional Dumpster Cost</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Small Tools</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

Total Equipment $0.00

### Subcontractors
Subcontract Work - NextGen: Add Aiphone Master Station/PC Station

<table>
<thead>
<tr>
<th>QTY</th>
<th>UNIT COST</th>
<th>EXTENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1550</td>
<td>$1,550.00</td>
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</table>

Subcontract Work -
Subcontract Work -
Subcontract Work -
Subcontract Work -
Subcontract Work -
Subtotal Subcontract Work $1,550.00

Subcontract Bonds 1.50% $22.25

Total Subcontract Work $1,572.25

### Incidental Job Costs Per 7.5.5.1

<table>
<thead>
<tr>
<th>%</th>
<th>EXTENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Builder's Risk Insurance</td>
<td>0.80%</td>
</tr>
<tr>
<td>Bonds</td>
<td>1.50%</td>
</tr>
<tr>
<td>GL Insur</td>
<td>0.66%</td>
</tr>
<tr>
<td>Permit/Business Licenses Updates</td>
<td>0.15%</td>
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</table>

Total Misc $50.77

### Overhead & Profit

<table>
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<th>%</th>
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</thead>
<tbody>
<tr>
<td>Overhead &amp; Profit (Subcontracted Work)</td>
<td>13.00%</td>
</tr>
<tr>
<td>Overhead &amp; Profit (Self-Performed Work)</td>
<td>17.00%</td>
</tr>
</tbody>
</table>

Grand Total $1,846.53

**This Price is Good Until:** 04/08/21

Pricing approved after this date may result in additional cost

### Exclusions:
1. Conduit & raceway

### Signature (Signing Indicates Approval of Cost/Schedule Implications)

Signature

Date

Printed Name
Quote

<table>
<thead>
<tr>
<th>Customer:</th>
<th>The City of Charleston</th>
<th>From:</th>
<th>Chase Jordan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reference:</td>
<td>Forensics Aiphone</td>
<td>Date:</td>
<td>9 March 2021</td>
</tr>
</tbody>
</table>

The following is a price quote for the project referenced above:

**Adding an Aiphone master station/PC station** - *Total: $1,550.00*. This price includes furnishing and installing: One master station unit or software that goes on a Windows PC for Aiphone releases.

**EXCLUSIONS:**
1. Conduit and Raceway
2. Firestopping

Best regards,

Chase Jordan
## PROPOSED CHANGE ORDER

**Project:** CPD Forensic Lab  
**Project No:** 1910  
**PCO No:** 50  
**Date:** 04/13/21  
**Schedule:** This Change Requires 7 Calendar Days be Added to the Project Schedule

### Description: Add Cove Base in Garage

<table>
<thead>
<tr>
<th>SCHEDULE DELAY</th>
<th>QTY</th>
<th>UNIT COST</th>
<th>EXTENDED</th>
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</thead>
<tbody>
<tr>
<td>Extended General Conditions Cost for Delays (Per Day)</td>
<td>0.00</td>
<td>$1,157.80</td>
<td>$1,157.80</td>
</tr>
</tbody>
</table>

### LABOR

<table>
<thead>
<tr>
<th>LABOR</th>
<th>QTY</th>
<th>UNIT COST</th>
<th>EXTENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hill Labor</td>
<td>0.00</td>
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<tr>
<td>Hill Labor</td>
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<tr>
<td>Hill Labor</td>
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</tr>
<tr>
<td>Total Labor &amp; Burden</td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
</tbody>
</table>

### MATERIAL

<table>
<thead>
<tr>
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<th>QTY</th>
<th>UNIT COST</th>
<th>EXTENDED</th>
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<tbody>
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<td>$0.00</td>
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<tr>
<td>Hill Material</td>
<td>0.00</td>
<td>$0.00</td>
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<tr>
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<td>Total Material</td>
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### EQUIPMENT

<table>
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<th>UNIT COST</th>
<th>EXTENDED</th>
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<tbody>
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<td>Rented Equipment</td>
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<td>$0.00</td>
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<tr>
<td>Rented Equipment</td>
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<td>$0.00</td>
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</tr>
<tr>
<td>Additional Dumpster Cost</td>
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<tr>
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### SUBCONTRACTORS

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<th>EXTENDED</th>
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<tbody>
<tr>
<td>Subcontract Work - Bonits: Add Cove Base in Garage</td>
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<td>$706</td>
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<tr>
<td>Subcontract Work</td>
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<tr>
<td>Subtotal Subcontract Work</td>
<td></td>
<td></td>
<td>$ 706.00</td>
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<tr>
<td>Subcontract Bonds</td>
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<td>Total Subcontract Work</td>
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<td>$ 716.59</td>
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### INCIDENTAL JOB COSTS PER 7.5.5.1

<table>
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<th>EXTENDED</th>
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<tr>
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<td>0.80%</td>
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<td>$ 5.89</td>
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<tr>
<td>Bonds</td>
<td>1.50%</td>
<td>$</td>
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<tr>
<td>GL Insur</td>
<td>0.66%</td>
<td>$</td>
<td>$ 5.68</td>
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<td>Permit/Business License Updates</td>
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<td>$</td>
<td>$ 1.39</td>
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<td>$ 26.77</td>
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### OVERHEAD & PROFIT

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<th>EXTENDED</th>
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<tbody>
<tr>
<td>Overhead &amp; Profit (Subcontracted Work)</td>
<td>13.00%</td>
<td>$</td>
<td>$93.16</td>
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<tr>
<td>Overhead &amp; Profit (Self-Performed Work)</td>
<td>17.00%</td>
<td>$</td>
<td>$4.85</td>
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<tr>
<td>Grand Total</td>
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<td>$ 843.06</td>
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</tbody>
</table>

THIS PRICE IS GOOD UNTIL: 04/20/21  
PRICING APPROVED AFTER THIS DATE MAY RESULT IN ADDITIONAL COST

### EXCLUSIONS:

### SIGNATURE

**Signature**  
**Date**  
**Printed Name**
Bart Bodkin

To: Danny Gilmour
Subject: RE: Forensics- Punch List Status

Bart,

I apologize I'm just getting back to you on this. The additional cost for the cove base in the garage is $706.00 for which we will need a change order. Please let me know if you need anything else. Thank you.

Danny Gilmour

Bonitz

1993 Technology Drive / Charleston, SC 29492
M: 843.514.6506
dannygilmour@bonitz.com

From: Bart Bodkin <bart@hillcon.com>
Sent: Friday, April 2, 2021 8:16 AM
To: Danny Gilmour <DannyGilmour@Bonitz.com>
Cc: Chris Jordan <ChrisJordan@Bonitz.com>
Subject: FW: Forensics- Punch List Status

Danny,

The owner/architect have asked for a price to add black rubber base around the perimeter of the Forensic garage. This would be rooms 122 & 123 only. The goal would be for y'all to incorporate this into a punch list return trip.

Thanks,

L. H. Bart Bodkin IV, LEED AP
Hill Construction
Senior Vice President / Project Manager
295 Seven Farms Drive | Suite 301 | Charleston, SC 29492
Mobile (843) 259-7774 | Office (843) 971-7314 | Fax (843) 884-7532
www.hillcon.com | Facebook

From: Billy Connell <b.connell@smha.com>
Sent: Friday, April 02, 2021 7:32 AM
To: Bart Bodkin <bart@hillcon.com>
Subject: Fwd: Forensics- Punch List Status

Bart,

See below from Ed. Can you get a price from Bonitz?

Billy Connell, AIA
STUBBS MULDROW HERIN architects, inc.
400 Hibben Street • Mount Pleasant, SC 29464 • 843.881.7642 • 843.884.5021 fax • www.smha.com
Begin forwarded message:

From: "Boinest, Edward" <Boineste@charleston-sc.gov>
Date: April 2, 2021 at 7:13:02 AM EDT
To: Billy Connell <b.connell@smha.com>
Subject: RE: Forensics- Punch List Status

I agree. Go ahead and get this going. How about Black so it doesn’t show grease or oil as much over time?

Ed

From: Billy Connell <b.connell@smha.com>
Sent: Thursday, April 1, 2021 3:21 PM
To: Boinest, Edward <Boineste@charleston-sc.gov>
Subject: Forensics- Punch List Status

CAUTION: This email originated outside of the City of Charleston. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ed,

I had a good call with Bart today to go over my review of the punch list. He had a few questions on my comments on outstanding items, and I think he is in good shape to complete.

One item I wanted to run by you was more of a recommendation/question to the owner. It is the interior perimeter wall to slab joint in the Bays. It just didn’t come out really well, and Hill did their best to seal it, but still looks pretty ratty. I’m wondering if the City would want to install rubber base around the whole space to clean up appearance and help with long term cleaning/maintenance. Might make sense, especially since Bonitz is coming back to fix the stair treads anyway. Let me know you thoughts. Excerpt photo of the condition is attached.

Thanks,

Billy Connell, AIA

SMHa Inc.
Architecture * Planning * Interiors

400 Hidden Street, Suite 100
Mount Pleasant, SC 29464

Office 843 881 7642
Direct 843 972 6052
Cell 843 364 0118

smha.com
PROPOSED CHANGE ORDER

Project: CDU Forensic Lab
Project No: 1539
PCO No: 51
Date: 04/15/21
Schedule: This Change Requires 10 Calendar Days be Added to the Project Schedule

Description: Repair Damaged LVT in Corridor

<table>
<thead>
<tr>
<th>SCHEDULE DELAY</th>
<th>QTY</th>
<th>UNIT COST</th>
<th>EXTENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extended General Conditions Cost for Delays (Per Day)</td>
<td>0.00</td>
<td>$1,177.80</td>
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<table>
<thead>
<tr>
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<th>EXTENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hill Labor -</td>
<td>0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Hill Labor -</td>
<td>0.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>Hill Labor -</td>
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<td></td>
</tr>
<tr>
<td>Hill Labor -</td>
<td>0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Total Labor &amp; Burden</td>
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<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MATERIAL</th>
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<th>EXTENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hill Material -</td>
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<tr>
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</tr>
<tr>
<td>Sales Tax 9%</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total Material</td>
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<td></td>
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</tr>
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<table>
<thead>
<tr>
<th>EQUIPMENT</th>
<th>QTY</th>
<th>UNIT COST</th>
<th>EXTENDED</th>
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<tbody>
<tr>
<td>Rented Equipment -</td>
<td>0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Rented Equipment -</td>
<td>0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Additional Dumpster Cost -</td>
<td>0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Small Tools -</td>
<td>0.00</td>
<td>$0.00</td>
<td></td>
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<tr>
<td>Total Equipment</td>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>SUBCONTRACTORS</th>
<th>QTY</th>
<th>UNIT COST</th>
<th>EXTENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontract Work - Bonitz: Repair LVT</td>
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<td>$925</td>
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<tr>
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<tr>
<td>Subtotal Subcontract Work</td>
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<table>
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<th>INCIDENTAL JOB COSTS PER 7.5.5.1</th>
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<th>EXTENDED</th>
</tr>
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<tbody>
<tr>
<td>Builder's Risk Insurance</td>
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<tr>
<td>Bonds</td>
<td>1.50%</td>
<td>$16.92</td>
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<tr>
<td>GL Insur</td>
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<tr>
<td>Permit/Business License Updates</td>
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<table>
<thead>
<tr>
<th>OVERHEAD &amp; PROFIT</th>
<th>%</th>
<th>EXTENDED</th>
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<tbody>
<tr>
<td>Overhead &amp; Profit (Subcontracted Work)</td>
<td>13.00%</td>
<td>$112.05</td>
</tr>
<tr>
<td>Overhead &amp; Profit (Self-Performed Work)</td>
<td>17.00%</td>
<td>$5.86</td>
</tr>
<tr>
<td>Grand Total</td>
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<td>1,101.95</td>
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</table>

THIS PRICE IS GOOD UNTIL: 04/22/21
PRICING APPROVED AFTER THIS DATE MAY RESULT IN ADDITIONAL COST

EXCLUSIONS:

SIGNATURE (Signing Indicates Approval of Cost/Schedule Implications)

Signature

Date

Printed Name
Bart Bodkin

To: Danny Gilmour
Subject: RE: Forensics- Punch List Status

Bart,

I just got with Chris who confirmed our installer replacing damaged LVT that was scratched and this cost is $925.00. Thank you.

Danny Gilmour /

Bonitz

1993 Technology Drive / Charleston, SC 29492
M: 843.514.6506
dannygilmour@bonitz.com /

From: Bart Bodkin <bart@hillcon.com>
Sent: Wednesday, April 14, 2021 7:16 AM
To: Danny Gilmour <DannyGilmour@Bonitz.com>
Subject: RE: Forensics- Punch List Status

Danny,
Change order coming this morning.

There is also a change where they asked if yall could replace some damaged LVT in the main corridor. There are some scuffs on the floor leading to a copier that was dragged across the floor. Please let me know if you have any cost on that.
Thanks,

L. H. Bart Bodkin IV, LEED AP
Hill Construction
Senior Vice President / Project Manager
295 Seven Farms Drive | Suite 301 | Charleston, SC 29492
Mobile (843) 259-7774 | Office (843) 971-7314 | Fax (843) 884-7532
www.hillcon.com | Facebook
# PROPOSED CHANGE ORDER

**Project:** CPD Forensic Lab  
**Project No:** 1930  
**PCO No:** 52  
**Date:** 05/17/21  
**Schedule:** This Change Requires 0 Calendar Days be Added to the Project Schedule

Description: Add Data in Mechanical Room

<table>
<thead>
<tr>
<th>SCHEDULE DELAY</th>
<th>QTY</th>
<th>UNIT COST</th>
<th>EXTENDED</th>
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</thead>
<tbody>
<tr>
<td>Extended General Conditions Cost for Delays (Per Day)</td>
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<td>$1,157.80</td>
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<thead>
<tr>
<th>LABOR</th>
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<th>UNIT COST</th>
<th>EXTENDED</th>
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</thead>
<tbody>
<tr>
<td>Hill Labor -</td>
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<td>$0.00</td>
<td>$</td>
</tr>
<tr>
<td>Hill Labor -</td>
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<td>$</td>
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<tr>
<td>Hill Labor -</td>
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<td>$</td>
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<tr>
<td>Hill Labor -</td>
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<td>$0.00</td>
<td>$</td>
</tr>
<tr>
<td>Total Labor &amp; Burden</td>
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<td>-</td>
<td></td>
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<table>
<thead>
<tr>
<th>MATERIAL</th>
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<th>UNIT COST</th>
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<tbody>
<tr>
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<tr>
<td>Hill Material -</td>
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<td>$0.00</td>
<td>$</td>
</tr>
<tr>
<td>Sales Tax 9%</td>
<td>0.00</td>
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<tr>
<td>Total Material</td>
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<th>UNIT COST</th>
<th>EXTENDED</th>
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<tr>
<td>Rented Equipment -</td>
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<td>$</td>
</tr>
<tr>
<td>Additional Dumpster Cost -</td>
<td>0.00</td>
<td>$0.00</td>
<td>$</td>
</tr>
<tr>
<td>Small Tools -</td>
<td>0.00</td>
<td>$0.00</td>
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<tr>
<td>Total Equipment</td>
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<td>-</td>
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<table>
<thead>
<tr>
<th>SUBCONTRACTORS</th>
<th>QTY</th>
<th>UNIT COST</th>
<th>EXTENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontract Work - Watson: Add Rough-in &amp; Data Cabling to New Connection Points in Mech Rm</td>
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<td>1457</td>
<td>$1,457.00</td>
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<td>Subcontract Work -</td>
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<td>$</td>
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<tr>
<td>Subtotal Subcontract Work</td>
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<td>Subcontract Bonds</td>
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<tr>
<td>Total Subcontract Work</td>
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<td>1,478.86</td>
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<tr>
<th>INCIDENTAL JOB COSTS PER 7.5.5.1</th>
<th>%</th>
<th>EXTENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Builder's Risk Insurance</td>
<td>0.80%</td>
<td>$</td>
</tr>
<tr>
<td>Bonds</td>
<td>1.90%</td>
<td>$</td>
</tr>
<tr>
<td>GL Insur</td>
<td>0.66%</td>
<td>$</td>
</tr>
<tr>
<td>Permits/Business Licenses Updates</td>
<td>0.15%</td>
<td>$</td>
</tr>
<tr>
<td>Total Misc</td>
<td>%</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OVERHEAD &amp; PROFIT</th>
<th>%</th>
<th>EXTENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overhead &amp; Profit (Subcontracted Work)</td>
<td>13.00%</td>
<td>$</td>
</tr>
<tr>
<td>Overhead &amp; Profit (Self-Performed Work)</td>
<td>17.00%</td>
<td>$</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$</td>
<td>1,735.74</td>
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</tbody>
</table>

**THIS PRICE IS GOOD UNTIL:** 05/26/21  
**PRICING APPROVED AFTER THIS DATE MAY RESULT IN ADDITIONAL COST**

EXCLUSIONS:

SIGNATURE (Signing Indicates Approval of Cost/Schedule Implications)

Signature  
Date  

Printed Name
PROPOSED CHANGE ORDER

WATSON ELECTRICAL CONSTRUCTION CO.

Cost for PRT Work + Added Data in Mechanical Room = $3,645
Electrical Cost for PRT Work = $2,188

Remaining Cost for Added Data in Mechanical Room = $1,457

PCO # 16
Date: 5/13/2021
Project Name: Forensics Lab Charleston
Project Number: 21074
Page Number: 1

Work Description

**SCOPE OF WORK:**
Extend (8) device opening 4".
Extend (4) ceiling light fixtures 4"
Install 1" EMT raceway and cabling from Mechanical Room to open ceiling.
Relocation of receptacle in tank Storage Room.

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within 10 days from the date of receipt.
We request a time extension of 3 days.
We will supply and install all materials, labor, and equipment as per your instructions on <CCN_16>.

Itemized Breakdown

<table>
<thead>
<tr>
<th>System</th>
<th>Material($)</th>
<th>Labor Hrs</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRT ROOM</td>
<td>24.37</td>
<td>5.72</td>
</tr>
<tr>
<td>DATA RACEWAY MECHANICAL ROOM</td>
<td>32.86</td>
<td>4.79</td>
</tr>
<tr>
<td>TANK STORAGE ROOM</td>
<td>119.20</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>176.43</strong></td>
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PRT ROOM

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<tr>
<th>Description</th>
<th>Qty</th>
<th>Net Price($)</th>
<th>Total Mat($)</th>
<th>Labor($)</th>
<th>Total Hrs.</th>
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</thead>
<tbody>
<tr>
<td>1 7/8&quot; DEEP HANDY BOX EXTENSION</td>
<td>16</td>
<td>132.08</td>
<td>21.13</td>
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<tr>
<td>1/4-20x1 3/4 WEDGE ANCHOR - 1 1/8&quot; MIN DEPTH</td>
<td>8</td>
<td>30.00</td>
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<td>1/4&quot; THREADED ROD - PLTD</td>
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DATA RACEWAY MECHANICAL ROOM

<table>
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<th>Description</th>
<th>Qty</th>
<th>Net Price($)</th>
<th>Total Mat($)</th>
<th>Labor($)</th>
<th>Total Hrs.</th>
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<tbody>
<tr>
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<td>3/4&quot; 1-H STRAP - EMT - STEEL</td>
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<td>4 11/16x2 1/8&quot; SQ BOX 1&quot; KO</td>
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<td>480.37</td>
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<td>#10 x 1 P/H SELF-TAP SCREW</td>
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<td><strong>32.66</strong></td>
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TANK STORAGE ROOM

ORIGINAL
# PROPOSED CHANGE ORDER

**WATSON ELECTRICAL CONSTRUCTION CO.**

3215 Fortune Dr.
Suite 109
Charleston, SC 29418

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
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<th>U</th>
<th>Total Mat.</th>
<th>Labor U</th>
<th>Total Hrs.</th>
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<td>11.52 C</td>
<td>1</td>
<td>0.35</td>
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<tr>
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<td>6.23</td>
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<tr>
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<tr>
<td>4x 1 1/2&quot; SQ BOX COMB KO</td>
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<td>0.00 C</td>
<td>0.00</td>
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<tr>
<td>#8 TO #10x 7/8&quot; PLAS ANCHOR (3/16)</td>
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<td>1.80 C</td>
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<td>0.09</td>
<td>15.00 C</td>
<td>0.00</td>
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<tr>
<td>#10x 1 P/H SELF-TAP SCREW</td>
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<td>13.76 C</td>
<td>1</td>
<td>0.69</td>
<td>5.50 C</td>
<td>0.28</td>
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<tr>
<td>#8x 1/2&quot; WAFER HEAD SELF-TAP STUD SCREW - 12G</td>
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<td>20A 125V DUP REC - IVY (SG)</td>
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<td>3.40</td>
<td>30.00 C</td>
<td>0.30</td>
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</table>

**Totals**

|                   | 478 | 119.18   |    |            |         | 10.17     |

**Summary**

- General Materials: 176.41
- Material Tax: 15.88
- **Material Total**: 192.29
- JOURNEYMAN: (20.68 Hrs @ $52.00) 1,075.36
- PM&S: (20.68 @ 0.00 @ $6.50 + 0.00 % + 0.00 % + 0.00 %) 134.42
- VEHICLES: (20.68 @ 0.00 @ $2.50 + 0.00 % + 0.00 % + 0.00 %) 51.70

**Subtotal**: 1,453.77

- Overhead: ( @ 10.000 %) 145.38
- Markup: ( @ 5.000 %) 79.96

**Subtotal**: 1,679.11

- FIRE ALARM: ($1,250.00 + 0.00 % + 0.00 % + 10.00 %) 1,375.00
- TELCOMM: ($536.78 + 0.00 % + 0.00 % + 10.00 %) 590.46

**Subtotal**: 3,644.57

**Final Amount**: $3,644.57

---

**CLIENT ACCEPTANCE**

<table>
<thead>
<tr>
<th>PCO #</th>
<th>16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Final Amount:</td>
<td>$3,644.57</td>
</tr>
</tbody>
</table>

Name: ______________________

Date: ______________________

Signature: __________________

Change Order #: __________________

I hereby accept this quotation and authorize the contractor to complete the above described work.

**ORIGINAL**
Prepared especially for

Watson Electrical Construction Co., LLC

On Thursday, May 13, 2021
Prepared by Scott Grove
sgrove@telecochas.com
(843) 266-7201
<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Item Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Panduit NetKey, Single Gang, 1 Port, Flush Mount Vertical Faceplate with Labels, White</td>
<td>$3.00</td>
</tr>
<tr>
<td>2</td>
<td>Panduit NetKey, Cat 6 Jack, Keystone, Blue</td>
<td>$20.88</td>
</tr>
<tr>
<td>300</td>
<td>GenSPEED® 6 Standard Category 6 UTP Cable, CMP (Plenum), 23 AWG, 350 MHz, Blue</td>
<td>$143.40</td>
</tr>
<tr>
<td>2.00</td>
<td>Installation, Service or Maintenance all Cable Types</td>
<td>$244.44</td>
</tr>
</tbody>
</table>

1.00 Installation, Service or Maintenance all Cable Types

$110.00

Your Price: $521.72
Sales Tax: $15.06
SubTotal: $536.78

Total: $536.78

Prices are firm until 6/12/2021 Terms: Upon Receipt

Quoted by: Scott Grove, sgrove@telecochas.com

Date: 5/13/2021

Install a Dual Cat6 Plenum Cable from Mechanical 141 to IT 129
Put jack and faceplate on an outlet location

Accepted by: ____________________________

Date: ____________________________
Teleco Purchase Agreement

By acceptance of this "Agreement", as hereinafter provided, The "Purchaser" hereby agrees to purchase and Teleco of Charleston the "Seller" hereby agrees to provide equipment and/or services, the "System", whose components are described and detailed above in this proposal, according to the following terms and conditions.

1. PURCHASE PRICE - The Purchase Price for the System is the total of all equipment, labor, taxes, and any other charges as listed in the Proposal. All prices set forth in this Agreement and Proposal shall remain in effect for a period not to exceed Sixty (60) Days following the date of this Agreement.

2. TERMS OF PAYMENT - The Purchase Price shall be paid in two installments as follows:
   (1) 50% of the purchase price shall be paid upon the signing of this Agreement.
   (2) 50% of the purchase price shall be paid upon delivery of equipment to Purchaser's location.

3. LEASE - If the Purchase Price is to be paid by a third party other than the Purchaser (lease or other financing service), the Purchaser agrees to complete lease provider's paperwork to permit advance payment (50% Deposit) from the lease provider and final payment by the lease provider upon Delivery and Acceptance by the Purchaser.

4. TITLE - Title to the System shall pass to Purchaser upon payment in full of the Purchase Price.

5. RISK OF LOSS - Risk of loss of the System, or any part of same, shall pass to Purchaser upon delivery to the Purchaser's premise.

6. INSTALLATION - Installation work will be completed by Seller in a professional manner according to standard practices accepted by the communications industry. Purchaser shall provide appropriate environmental conditions, full and unrestricted access and necessary commercial power and facilities for installation of the System and for use by Seller's employees and contractors.

7. MATERIALS - Any changes, cancellations, and/or returns not due to Seller's or Manufacturer's error may require payment by the Purchaser of restocking fees, cancellation charges, and/or any freight charges. Certain items may not be eligible for return.

8. SHIPPING - Seller's standard prices do not include shipping charges. Shipping charges, when applicable, will be detailed in the Proposal.

9. WARRANTY - Seller warrants to Purchaser that the System sold hereunder is of merchantable quality and will be free from defects of material and workmanship for a period of twelve months from the date of delivery to the Purchaser's premise. Should any failure to conform to this warranty become apparent during said period, Seller, upon prompt written notice from Purchaser and upon substantiation that the System has been operated in accordance with Seller's recommendations and/or standard industry practice, shall correct such nonconformity by repairing or replacing, at Seller's option, any defective parts or equipment pertaining to the System. The foregoing warranty does not extend to a System (or any part thereof) where the serial number thereof has been removed, defaced or altered. Customer supplied equipment or software and/or customer made changes to equipment or software not included in this Agreement will not be covered under warranty. Any effort required by Seller to correct customer modifications to the System as described herein will be billable as time and materials. Correction of any non-conformity in the manner required and for the period of time provided above shall constitute complete fulfillment of all liabilities of Seller under the foregoing warranty.

10. AGREEMENT CHANGES - Any modifications to or deviations from the terms and conditions of this Agreement must be in writing, authorized, approved and signed by Seller. Purchaser shall pay Seller for all costs and expenses associated with such modifications or deviations. Any additions, deletions or other changes to the System configuration as detailed in the Proposal prior to the cutover date will be added to or deducted from the total purchase price in accordance with the prices in this agreement only.

11. LIMITATION OF LIABILITY - Seller shall not be liable in contract, in tort, (including negligence) or otherwise for any special, indirect, incidental, or consequential damages, including but not limited to Acts of God, such as lightning damage, loss of profits or revenue, cost of replacement equipment, loss of use of the System (or any part thereof) or claims of customers of Purchaser for service interruptions.

12. DEFAULT AND ACCELERATION - If Purchaser fails to make any payments when due or violates any other term of this Agreement or furnishes any false information in connection with this Agreement, then Seller may declare Purchaser in default and any balances due hereunder shall become due and payable immediately at which time Seller may demand that any balances due to be paid in full immediately and may exercise any and all remedies available to Seller under applicable Law. Purchaser agrees that any unpaid balances due hereunder shall draw interest at the legal rate and shall continue to draw interest until said balance is paid in full.

13. ATTORNEY FEES - If Seller finds it necessary to turn this Agreement over to an attorney for collection or for protection of this Agreement, Purchaser agrees to pay all court costs involved therein and all attorney fees incurred.

14. GENERAL - This Agreement constitutes the entire agreement between the parties and it supersedes any prior or contemporaneous oral or written agreement or correspondence between the parties. This Agreement shall not be amended except by a written instrument.
duly authorized and signed by both parties. Titles to the clauses set forth in this Agreement are for convenience only and shall not be applied to limit or restrict the meaning of the same. This Agreement shall be governed by and construed according to the laws of the State of South Carolina. This Agreement is not binding upon the Seller until accepted by a Corporate Officer of the Seller in the Seller’s executive offices.

15. GENERAL DISCLAIMER - THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY REGARDING MERCHANTABILITY OR A FITNESS FOR A PARTICULAR PURPOSE) NOT SPECIFIED HEREIN, RESPECTING THIS AGREEMENT OR THE EQUIPMENT HEREUNDER. THIS AGREEMENT STATES THE ENTIRE OBLIGATION OF SELLER IN CONNECTION WITH THIS TRANSACTION.

I HAVE READ AND ACKNOWLEDGE RECEIPT OF THIS AGREEMENT.

Accepted By the Purchaser

________________________________________
Signature

________________________________________
Printed Name

________________________________________
Title

________________________________________
Date

Accepted By the Seller

________________________________________
Signature

________________________________________
Printed Name

________________________________________
Title

________________________________________
Date

END OF AGREEMENT
City of Charleston
Construction Change Directive

PROJECT: CP1617 FORENSICS SERVICES BUILDING
(NUMBER) (NAME)

CONTRACTOR: HILL CONSTRUCTION SERVICES

CHANGE DIRECTIVE NO.: 004

When signed by the City, this document becomes effective immediately and the Contractor shall proceed with the change(s) described below. The Contractor is hereby directed to make the following change(s) to the Work of the contract:

Upfit of the Projectile Recovery Tank (PRT) Room as outlined in attached Contractor Case Study, dated 05.11.21.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: ☑ an increase ☐ a decrease ☐ not to be determined ☐ unchanged
   ☐ Not-to-Exceed: $  
   ☑ Lump Sum: $ 159,979  
   ☐ Unit Price of: $ per  
   As determined by the Owner on the basis of reasonable expenditures including overhead and profit. GC to provide all back-up of total costs when known to allow owner to prepare a formal change order.

2. The Contract Time is proposed to:
   ☐ remain unchanged ☑ increase by 259 calendar days ☐ decrease by calendar days

Signature by the Contractor indicates the Contractor’s agreement with the proposed basis of adjustment in the Contract Sum and Time set forth in this Construction Change Directive.

Edmund Most, Deputy Director of Capital Projects
(Signature) (Date)

Billy Connell, AIA, SMHa, inc.
(Print or Type Name of A/E)  
(Signature) (Date)  
May 25, 2021

Signature by the Contractor indicates the Contractor’s full and complete agreement with the proposed basis of adjustment in the Contract Sum and Time as set forth in this Directive. Change Directives accepted by the Contractor shall be incorporated into a Change Order without further adjustment.

Gene Garrett, Hill Construction Services of Charleston
(Name of Contractor) (Signature) (Date)
<table>
<thead>
<tr>
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<th>Hill Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Study Project:</td>
<td>PRT Room Upfit</td>
</tr>
<tr>
<td>Location:</td>
<td>CPD Forensic Services Building</td>
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<tr>
<td>Date:</td>
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<tr>
<td>Permits, Tie &amp; Fees</td>
<td>381</td>
</tr>
<tr>
<td><strong>Total Project Cost</strong></td>
<td><strong>159,979</strong></td>
</tr>
</tbody>
</table>
CPD Forensic – PRT Upfit

Scope of Work / Clarifications

Scope of work included in this pricing is as follows:

- Sheet LE-201
- Sheet A-101 (for dimensional & overall building reference only)
- Spec section 116723: Firing Range Equipment
- Pictures of existing conditions (everything will be relocated out of room prior to construction)

Scopes of work are:

- Div 1
  - Temporary partitions are clarified per enclosed layout
- Div 2
  - Demo: Demolish wall in 125
- Div 6
  - Carpentry:
    - Install paint grade wood trim around door & window in 126
    - Install shelf provided by others
- Div 9
  - Drywall: Frame, hang, and finish replacement wall 125
  - Flooring:
    - Reinstall rubber base after room 125 wall is rebuilt
    - Install 6” tall rubber base between painted slab & underside of wall panels
  - Paint:
    - Paint new wall in 125
    - Paint trim around PRT door & window
    - Exposed ductwork in 126
- Div 11
  - Safety Systems
    - Safety Wall Panels (See note 27, FA2/LE-201)
    - Safety Ceiling Panels (See note FA3/LE-201)
- Div 15
  - Fire Protection
    - Remove the following, store onsite, and reinstall on face of safety wall/ceiling panels (4” thickness)
      - Sprinkler piping
  - Plumbing
    - Remove the following, store onsite, and reinstall on face of safety wall/ceiling panels (4” thickness)
      - Hose Bibb
  - HVAC:
    - Remove thermostat and mini-split HVAC unit in 125 prior to wall demo. Store onsite and reinstall once wall is rebuilt.
    - Remove the following, store onsite, and reinstall on face of safety wall/ceiling panels (4” thickness)
- Div 16
  - Electrical:
    - Make safe prior to wall demo in 125.
    - Reinstall occ sensor and receptacle in wall after it's rebuilt
    - Remove the following, store onsite, and reinstall on face of safety wall/ceiling panels (4” thickness)
      - Lights/Occ Sensor
      - Receptacles/Switches/Data
      - Fire Alarm Devices
  - Schedule:
    - Work is anticipated to start approximately 6/1
    - All work to be completed during normal business hours
  - Clarifications
    - Any power needs for owner provided equipment were included in the original PRT room design. No new power is included in this pricing.
    - Hill’s understanding of the scope of work is listed above. We have not included anything that is NOT listed above.