SPECIAL MEETING
July 29, 2021
3:00 p.m.
Conference Call: 1-929-205-6099
Access Code: 300611887

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Seekings

2. Parks-Capital Projects: Approval of the St. Julian Devine Community Center Improvements Twin Smoke Stacks Construction Contract with ICC Commonwealth in the amount of $519,000 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 $519,000 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).

3. Executive Department: A Resolution providing for an election for the determination of the question of whether the City of Charleston shall be empowered to issue and sell General Obligation Bonds of the City of Charleston in the amount of not exceeding $39,000,000 or such lesser amount as provided herein to defray the cost of Parks and Recreation Capital Improvement Projects in the City of Charleston in order to implement the Charleston Parks and Recreation Master Plan.

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.
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Ed Bolnest, 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 $519,000.00 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: July 29, 2021
COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

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

FUNDING: Was funding previously approved? Yes [x] No [ ] N/A [ ]
If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051588-58240
Balance in Account $519,000.00 Amount needed for this item $519,000.00
Project Number CP1620

NEED: Identify any critical time constraint(s).

CFO’s Signature: ____________________________

FISCAL IMPACT: Approval of this Construction Contract will obligate $519,000.00 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.
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE: 1-877-945-7378
FAX: 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURED:
ICC Commonwealth Corporation
55 South Long Street
Williamsburg, NY 14231

INSURER(S) AFFORDING COVERAGE
INSURER A: National Union Fire Insurance Company of PA
NAIC: 19445

INSURER B: Allied World Assurance Company US Inc
NAIC: 19489

INSURER C: Granite State Insurance Company
NAIC: 23989

COVERAGES
CERTIFICATE NUMBER: W21598633

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

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL. SUBROG. EXCEPT</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>X CLAIMS-MADE</td>
<td>GL 478-67-83</td>
<td>07/01/2021</td>
<td>07/01/2022</td>
<td>EACH OCCURRENCE $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X OCCUR</td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (€A occurrence) $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person) $10,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $4,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COM/PD AGG $4,000,000</td>
</tr>
<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>X ANY AUTO</td>
<td>CA 774-22-93</td>
<td>07/01/2021</td>
<td>07/01/2022</td>
<td>COMBINED SINGLE LIMIT (€A accident) $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SCHEDULED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td>BODY INJURY (Per person)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NON-OWNED AUTO'S ONLY</td>
<td></td>
<td></td>
<td></td>
<td>BODY INJURY (Per accident)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>OWNED AUTO'S ONLY</td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident)</td>
</tr>
<tr>
<td></td>
<td>Umbrella Liability</td>
<td>X OCCUR</td>
<td>NC 014-59-0654</td>
<td>07/01/2021</td>
<td>07/01/2022</td>
<td>EACH OCCURRENCE $9,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CLAIMS-MADE</td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE $9,000,000</td>
</tr>
<tr>
<td>C</td>
<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella Coverage Excludes All Work/Operations in the State of New York.

Re: Material Purposes

CERTIFICATE HOLDER
For Material Purposes Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.
AGREEMENT made as of the 29th day of JULY in the year 2021
(In words, indicate day, month and year.)

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.
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:

(Complete one of the following boxes and complete the necessary information.)

☐ Not later than the date of commencement of the Work.

☐ By the following date:

☐ (120) calendar days from the date of commencement of the Work.

☐ 10/5

§ 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>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</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:

($) 519,500, 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>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></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></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 05/23/2021 16:29:22 under the terms of AIA
Documents on Demand® Order No. 2010706080. Is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA
Contract Documents® Documents-on-Demand - End User License Agreement. To report copyright violations, e-mail copyright@aia.org
§ 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/a</td>
<td>$1/y</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/a</td>
<td></td>
<td></td>
</tr>
</tbody>
</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.)

n/a

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 125th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th 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 (70) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

Init.
§ 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%

§ 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 5.1.7.3 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.)

Retainage reduction to 5% will be considered upon 50% of project completion, providing that 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.

§ 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)
§ 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)

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 Boineatte
23 Meeting St.
Charleston, SC 29403
boineatte@charleston-sc.gov
843-364-5913 or
11-670-5055

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1961, 1963, 1965, 1967, 1974, 1977, 1987, 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 05/20/2021 16:29:22 under the terms of AIA Documents on Demand® Order No. 2010708088, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Documents-on-Demand - End User License Agreement. To report copyright violations, e-mail copyright@aia.org
§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

JASON SHITOR, P.E.
jason.shitor@dimension-global.com
55 S. Long St.
Williamsville, NY 14221
716-531-2476

§ 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 I 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
§ 8.1 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
.4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Inset the date of the E203-2013 incorporated into this Agreement.)
### Drawings

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>S001</td>
<td>ph1 drawings</td>
<td>4-23-21</td>
</tr>
<tr>
<td>S003</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EX 101</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EX 201</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S301</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Specifications

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>project manual</td>
<td>dated</td>
<td>4-29-21</td>
</tr>
</tbody>
</table>

### Addenda, if any:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>n/a</td>
</tr>
</tbody>
</table>

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.

### Other Exhibits:

- **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**:

<table>
<thead>
<tr>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>n/a</td>
</tr>
</tbody>
</table>
Supplementary and other Conditions of the Contract:

Document Title Date Pages

ATTACHED

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 dated 7/20/2021 (Attached)
Bid Form dated 7/20/2021 (Attached)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)  
JOHN T. TESTEBANG  
(Printed name and title)

CONTRACTOR (Signature)  
FAYE J. PINKLEV, Division Manager  
(Printed name and title)
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.3.2.1, 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 Modification 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:

<table>
<thead>
<tr>
<th>Cause of Loss</th>
<th>Sub-Limit</th>
</tr>
</thead>
</table>

(Indicate below the cause of loss and any applicable sub-limit)

§ 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 finished work and other temporary structures, and for 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)

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Sub-Limit</th>
</tr>
</thead>
</table>

§ 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

Init. /
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.)

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 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)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>§ A.2.5.2 Other Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>(List below any other insurance coverage to be provided by the Owner and any applicable limits)</td>
</tr>
</tbody>
</table>

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.
§ 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.3.2.2 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 ($ ) general aggregate, and ($ ) each occurrence, 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 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 ($ ) each accident, ($ ) each employee, and ($ ) 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 ($ ) per claim and ($ ) 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 ($ ) per claim and ($ ) 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 ($ ) per claim and ($ ) 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 ($ ) per claim and ($ ) 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 ($ ) per claim and ($ ) 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.)

[Blank Box]

§ 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 and

($) 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 and

($) 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 LINES OF THE ST. JULIAN DEVINE CENTER SMOKESTACKS - REBID

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 Power 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:

BID FORM
Revised: 4/22/2011
7.1 BASE BID: $519,000.00

Written: FIVE HUNDRED AND NINETEEN THOUSAND 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)

<table>
<thead>
<tr>
<th>ALTERNATE NO. 1:</th>
<th>ADD/DEDUCT $ 0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(to or from BASE BID)</td>
</tr>
<tr>
<td>ALTERNATE NO. 2:</td>
<td>ADD/DEDUCT $ 0.00</td>
</tr>
<tr>
<td></td>
<td>(to or from BASE BID)</td>
</tr>
<tr>
<td>ALTERNATE NO. 3:</td>
<td>ADD/DEDUCT $ 0.00</td>
</tr>
<tr>
<td></td>
<td>(to or from BASE BID)</td>
</tr>
</tbody>
</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>ESTIMATED QUANTITY</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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>G11764</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(S.C. Contractor's License Number)

SIGNATURE

Thomas P. Sullivan - ICC Commonwealth

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

BY (Signature) 20 July 2021 (Date)
Secretary / Treasurer (Title)
(716) 650-3406 (Phone)
MWBE Compliance Provisions and Instructions Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston’s Minority/Women Business Enterprise (MWBE) Program, administered by 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 web site 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

20 July 2021

Secretary / Treasurer

Title

Revision 07-20-2011
AFFIDAVIT A
Page 1 of 2

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 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: 20 July 2021

Name of Authorized Officer (Prim/Type): Thomas P. Sullivan

Signature: [Signature]

Title: Secretary / Treasurer

4/28/2021

Page 1 of 4
City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts
(Use as many sheets as necessary)

1. 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>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trash Gurt, LLC</td>
<td>327 Cypress Gardens Road, Moncks Corner, South Carolina 29461</td>
</tr>
<tr>
<td>Melissa V. Polutta</td>
<td></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>Minority Group Type</th>
<th>Follow up Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>(African American)</td>
<td>(Women)</td>
</tr>
<tr>
<td>(Asian American)</td>
<td>(Hispanic)</td>
</tr>
<tr>
<td>(American Indian)</td>
<td>(Other)</td>
</tr>
</tbody>
</table>

2. Bullseye Equipment & Supply, LLC
<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kristi Collins</td>
<td>1383 Old Highway 52, Moncks Corner, South Carolina 29461</td>
</tr>
</tbody>
</table>

| Minority Firm Telephone Number | (843) 899-4001         |
| Minority Firm Fax Number       |                       |
| DBE Certification Number       | 03-031820-223         |

<table>
<thead>
<tr>
<th>Minority Group Type</th>
<th>Follow up Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>(African American)</td>
<td>(Women)</td>
</tr>
<tr>
<td>(Asian American)</td>
<td>(Hispanic)</td>
</tr>
<tr>
<td>(American Indian)</td>
<td>(Other)</td>
</tr>
</tbody>
</table>

3. Master Steel, LLC,
<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priscilla Stephen</td>
<td>9769 Speedway Boulevard, Hardeeville, South Carolina 29927</td>
</tr>
</tbody>
</table>

| Minority Firm Telephone Number | (843) 784-7173         |
| Minority Firm Fax Number       |                       |
| DBE Certification Number       | 03-090121-910         |

<table>
<thead>
<tr>
<th>Minority Group Type</th>
<th>Follow up Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>(African American)</td>
<td>(Women)</td>
</tr>
<tr>
<td>(Asian American)</td>
<td>(Hispanic)</td>
</tr>
<tr>
<td>(American Indian)</td>
<td>(Other)</td>
</tr>
</tbody>
</table>

4. Charleston Rigging & Marine Hardware, Inc.
<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jessica Sage</td>
<td>1210 Truxton Avenue, Charleston, South Carolina 29405</td>
</tr>
</tbody>
</table>

| Minority Firm Telephone Number | (843) 723-7145         |
| Minority Firm Fax Number       |                       |
| DBE Certification Number       | 03-083048-77          |

<table>
<thead>
<tr>
<th>Minority Group Type</th>
<th>Follow up Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>(African American)</td>
<td>(Women)</td>
</tr>
<tr>
<td>(Asian American)</td>
<td>(Hispanic)</td>
</tr>
<tr>
<td>(American Indian)</td>
<td>(Other)</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: 20 July 2021
Name of Authorized Officer (Print/Type): Thomas P. Sullivan
Signature: X
Title: Secretary / Treasurer
Notary Seal:

Name of Notary Public: Pamela K. McLaverty
Registration No.: 01M00225605
Qualification Expires: August 16, 2022
**AFFIDAVIT A**

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

(Use as many sheets as necessary)

1. **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>W. Frazier Construction, Inc.</td>
<td>7050 Moberry Road, Ravenel, South Carolina 29476</td>
</tr>
<tr>
<td>Willie Frazier Jr.</td>
<td></td>
</tr>
<tr>
<td>Minority Firm Telephone Number</td>
<td>(843) 556-9784</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td>0110221086</td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td></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></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>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Minority Firm Name and Contact</th>
<th>Minority Firm Address</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>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Minority Firm Name and Contact</th>
<th>Minority Firm Address</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>
</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: **20 July 2021**

Name of Authorized Officer (Print/Type): **Thomas P. Sullivan**

Sworn to before me this **20** day of **July** **2021**

Notary Public for the State of **NEW YORK**

My Commission Expires: **11 August 2022**

Print Name: **PAMELA K McLAVERTY**

Phone Number: **(716) 739-5947**

Address: **66 South Long St**

**4-28-2011**

Signature: **PAMELA K. MCLAVERITY**

Title: **Secretary / Treasurer**

Notary Seal:

PAMELA K. MCLAVERITY

NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01666266
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 _____________ I hereby certify that on the
ICC Commonwealth _____________ I hereby certify that on the
(Name of Bidder)
St. Julian Devine Chimneys Phase I - Demolition _____________ Total Project Amount $575,894.00
(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 (843) 552-1880</td>
<td>W</td>
<td>Dumpster &amp; Portable Toilet Rental</td>
<td>$12,500.00</td>
</tr>
<tr>
<td>Bulleye Equipment &amp; Supply, LLC</td>
<td>W</td>
<td>Temporary Fence Rental &amp; PPE Supply</td>
<td>$11,200.00</td>
</tr>
<tr>
<td>Master Steel, LLC (843) 784-7173</td>
<td>W</td>
<td>Fabrication Services</td>
<td>$8,500.00</td>
</tr>
<tr>
<td>Charleston Rigging &amp; Marine Hardware</td>
<td>W</td>
<td>Chimney Bracing/Corset Equipment</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>(843) 723-7145</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W. Frazier Construction, Inc.</td>
<td>B</td>
<td>Brick Debris Recycling</td>
<td>Resale of Brick</td>
</tr>
<tr>
<td>(843) 556-8784</td>
<td></td>
<td></td>
<td>$</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 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: 20 July 2021 Name of Authorized Officer (Print/Type): Thomas F. Sullivan
Signature: ____________________________
Title: Secretary / Treasurer

Sworn to before me this 20 day of July 2021
My Commission Expires: 16 August 2022
Print Name: Pamela K. McLaverty
Phone Number: 716.647.8967
Address: 58 South Lake Street

Notary Public for the State of:
Notary Seal:

PAMELA K. MCLAVERTY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MC0266065
Qualified in Niagara County
Commission Expires August 16, 2022
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

ICC COMMONWEALTH CORPORATION

AS PRINCIPAL, AND FEDERAL INSURANCE COMPANY (Name of Principal), as
SURETY (Name of 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

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 July 22nd, 2021, for Project

Name: St. Julian Devine Chimneys Phase I - Demolition, Charleston

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 19th day of July, 2021, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

ICC COMMONWEALTH CORPORATION
(Name of Principal)

By: [Signature]

(SEAL)

FEDERAL INSURANCE COMPANY
(Name of Surety)

By: [Signature]

Valerie Spotos, Attorney in Fact

P-Bid Bond (generic)
Revised 4/25/2011
Sealed and delivered in the presence of:

[Signature]

Aubrie 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 (the "Companies") do hereby constitute and appoint Valerie Spates and Beverly A. Woodford of Garden City, New York; Knela Bihlrode, Debra A. Deming, Sandra Diaz, Cynthia Farrell, Peter Healy, Pablo Garcia Horcajo, Francesca Kazmierska, Kristine Mendez, Aldine 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 survey the mon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bad bonds) given or required in the course of business, and any instruments amending or altering the same, and consents to any 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 29th day of April, 2021.

[Signature]
Dawn M. Olmstead, Assistant Secretary

[Signature]
Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hudson:

On this 29th day of April, 2021 before me, a Notary Public of the State of New Jersey, personally came Dawn M. Olmstead 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. Olmstead and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice Presidents, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and that 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 the authority

Notarial Seal

KATHERINE L. ACZELA
NOTARY PUBLIC OF NEW JERSEY
[Seal]
Commission Expires July 10, 2026

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;

RECORDED: that the following authorization relates to the execution, for and on behalf of the Company, of bonds, undertakings, nominations, contracts and other writings obligatory in the nature thereof (other than bad bonds) given or required in the course of business (such a "Written Commitments")

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitments 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 Commitments 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 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 persons 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, such Written Commitments as may be specified in such written appointment, which specifications 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 any other person or persons to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments as may be specified in such written appointment, which specifications may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signatures of any officer or other person executing any Written Commitments or appointment or delegation pursuant to this Resolution, and the seal of the Company may be affixed by facsimile on such Written Commitments or writings appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an authorization of the powers and authority of officers, employees or any other person or persons to act for and on behalf of the Company, and shall not limit or otherwise affect the exercise of any such powers or authority otherwise validly granted or vested.

I, Dawn M. Olmstead, 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, N.J. this

July 19, 2021

[Signature]
Dawn M. Olmstead, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THE BOND OR NOTIFY US OF ANY OTHER MATTER PLEASE CONTACT US AT:

Telephone 908-633-2483 Fax: 908-633-3046 Email: claims@chubb.com

Combined FED/INS/WPO-KAC (rev. 11-19)
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></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and Short Term Investments</td>
<td>(247,647)</td>
</tr>
<tr>
<td>United States Government, State</td>
<td></td>
</tr>
<tr>
<td>and Municipal Bonds</td>
<td>4,377,322</td>
</tr>
<tr>
<td>Other Bonds</td>
<td>6,455,372</td>
</tr>
<tr>
<td>Stocks</td>
<td>587,832</td>
</tr>
<tr>
<td>Other Invested Assets</td>
<td>1,207,060</td>
</tr>
<tr>
<td>TOTAL INVESTMENTS</td>
<td>11,266,841</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIABILITIES AND SURPLUS TO POLICYHOLDERS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Outstanding Losses and Loss Expenses</td>
<td>7,823,012</td>
</tr>
<tr>
<td>Reinsurance Payable on Losses and Expenses</td>
<td>1,421,178</td>
</tr>
<tr>
<td>Unearned Premiums</td>
<td>2,146,776</td>
</tr>
<tr>
<td>Ceded Reinsurance Premiums Payable</td>
<td>261,276</td>
</tr>
<tr>
<td>Other Liabilities</td>
<td>501,841</td>
</tr>
<tr>
<td>TOTAL LIABILITIES</td>
<td>12,799,880</td>
</tr>
</tbody>
</table>

| TOTAL ADMITTED ASSETS                 | 10,537,982 |
| TOTAL LIABILITIES AND SURPLUS         | 3,18,527,052 |

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2020, investments with a carrying value of $507,764,700 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.

[Signature]
Senior Vice President

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
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:
.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

.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)

CONTRACTOR (Signature)

John J. Tecklenburg
Mayor

(Printed name and title)
"§ 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 information, 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.

§ 3.19.3 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 Orders 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-concurrency. 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 corrected 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 reinspections 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 any 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 to Owner to consider the Contractor in substantial breach of its obligations under this Contract.

§ 9.10.1.2 The Contractor shall notify the Owner, in writing on the “Certificate of Completion by the Contractor”, of the date when the Work has reached or will reach Final Completion and will be ready for final inspection and testing. The notice shall be given at least ten (10) days in advance of said date and shall be forwarded through the Architect, who will attach its endorsement as to whether or not it concurs in the Contractor’s statement that the Work will be ready for inspection and testing on the date stated. The Architect’s endorsement is a convenience to the Owner only and shall not relieve the Contractor of its responsibility in the matter, nor shall the Architect’s endorsement be deemed to be evidence that the Work was finally complete and ready for inspection and testing. In the event that the Architect does not concur with the Contractor’s statement, the Architect shall inform the Contractor of the basis for the Architect’s non-concurrence. The Contractor may, at its sole option, (i) defer the inspection; or, (ii) request the inspection be performed in accordance with this Subparagraph. The final inspection and testing shall be conducted in the same manner as the inspection for Substantial Completion, including, but not limited to, the requirements of Clauses 9.8.3.3, 9.8.3.4, 9.8.3.5 and 9.8.3.6 of this Contract.

§ 9.10.1.3 The Contractor shall then submit a request for a follow-up inspection to determine Final Completion. If more than one Final Completion inspection is required, the Contractor shall reimburse the Owner for all costs of reinspections or, at the Owner’s option, the costs may be deducted from payments otherwise due to the Contractor.
§ 9.10.1.4 Approval of Work as a result of any inspection required herein shall not release the Contractor or its surety from responsibility for complying with the Contract."

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 losses to real or personal property resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.1.1 The Owner and Contractor hereby agree that this Paragraph shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction, such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC)."

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 affect 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.  
A RESOLUTION

PROVIDING FOR AN ELECTION FOR THE DETERMINATION OF THE QUESTION OF WHETHER THE CITY OF CHARLESTON SHALL BE EMPOWERED TO ISSUE AND SELL GENERAL OBLIGATION BONDS OF THE CITY OF CHARLESTON IN THE AMOUNT OF NOT EXCEEDING $39,000,000 OR SUCH LESSER AMOUNT AS PROVIDED HEREIN TO DEFRAY THE COST OF PARKS AND RECREATION CAPITAL IMPROVEMENT PROJECTS IN THE CITY OF CHARLESTON IN ORDER TO IMPLEMENT THE CHARLESTON PARKS AND RECREATION MASTER PLAN.

As an incident to the adoption of this Resolution, the City Council (the City Council) of the City of Charleston (the City) makes the following findings of fact:

1. It is the desire of the City Council to proceed with parks and recreation capital improvement projects as part of the implementation of the Charleston Parks and Recreation Master Plan (the Parks and Recreation Master Plan) that was approved by the City Council on July 20, 2021 in order to enhance recreational opportunities throughout the City.

2. The City Council finds that the issuance of general obligation bonds of the City to defray the costs of the parks and recreation capital improvements projects set forth in the Parks and Recreation Master Plan is a proper corporate purpose of the City.

3. The parks and recreation capital improvements projects identified in the Parks and Recreation Master Plan would require that City Council issue general obligation bonds in excess of the City's 8% debt limit.

4. The Municipal Bond Act adopted by the General Assembly and codified as Sections 5-21-210 to 5-21-500, Code of Laws of South Carolina, 1976, authorizes Council to "issue general obligation bonds of such municipality for any corporate purpose...."
5. The provisions of Section 14 of Article X of the Constitution of the State of South Carolina, and Section 11-27-40, Code of Laws of South Carolina, 1976, as amended and the decision of the Supreme Court of South Carolina in the case of Hanna v. City of Florence, 273 S.C. 670, 258 SE2d 500 (1979), permit the question of the issuance of general obligations bonds of the municipality to be submitted to the qualified electors of the municipality.

6. Council has determined that the question of the issuance of general obligation bonds to defray the cost of parks and recreation capital improvement projects as part of the implementation of the Parks and Recreation Master Plan should be presented to the electorate.

7. Council has further determined that the principal amount of such bonds should be in an amount not to exceed $39,000,000 or such lesser amount of general obligation bonds the annual debt service requirements of which can be met at the time of the issuance of such general obligation bonds by the levying of an additional two mills of property taxes as valued on the date of issuance of such bonds. Such general obligation bonds should be issued pursuant to the provisions of Section 14(6) of Article X of the Constitution of South Carolina, which Section requires a favorable vote of a majority of the qualified electors of the City voting in referendum authorized by law.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

SECTION 1.

That the Municipal Election Commission of the City shall conduct in conjunction with the general election to be held in the City on Tuesday, November 2, 2021, on the question of issuing not exceeding $39,000,000 of General Obligation Bonds for the purposes of defraying the cost of parks and recreation capital improvement projects as part of the implementation of the Parks and Recreation Master Plan that was approved by City Council on July 20, 2021 in order to enhance recreational opportunities throughout the City of Charleston.

SECTION 2.
Pursuant to the requirements of Section 7-13-35, Code of Laws of South Carolina, 1976, as amended, and pursuant to the requirements of Section 5-21-290, Code of Laws of South Carolina, 1976, the Municipal Election Commission of the City of Charleston shall cause to be published, at the times required by State law, notices of this election in The Post and Courier, a daily newspaper of general circulation in the City of Charleston published in Charleston, South Carolina. The publications of said Notice shall appear on or about August 27, 2021 and September 3, 2021; and that the third publication of said notice shall appear in said newspaper on or about October 27, 2021. Notice of this election shall also be published in The Chronicle, if available, and The City Paper.

SECTION 3.

That the polling places for said Election shall be the same as those utilized in the general election. The polls shall be opened from 7:00 a.m. to 7:00 p.m. on the day of said Election.

SECTION 4.

That the Municipal Election Commission of the City shall cause to be prepared the form of ballot to be used in said Election and the instruction to voters appearing thereon, both of which shall be substantially as follows:

Shall the City of Charleston be empowered to issue, either at one time as a single issue or from time to time as separate issues, general obligation bonds in the aggregate principal amount of not exceeding $39,000,000, the debt service of which will be funded by additional millage, and to use such bond proceeds to defray the cost of the acquisition, construction, installation, improvement, furnishing and equipping of parks and recreation capital improvement projects located in the City of Charleston as set forth in the Charleston Parks and Recreation Master Plan approved by the City Council on July 20, 2021?

YES ☐

NO ☐

INSTRUCTIONS -- If you are in favor of the question, touch the screen next to the word “YES.” If you are opposed to the question, touch the screen next to the word “NO.”
SECTION 5.

That the Municipal Election Commission of the City be given notice of the passage of this Resolution and do all things necessary to conduct the holding of the election in accordance with the laws of the State of South Carolina and be requested and directed:

(a) to join in the action of City Council in providing for the giving of Notice of Election;

(b) to name the Managers of Election;

(c) to provide polling places for the Election;

(d) to approve the form of ballot set forth in this Resolution; and

(e) to conduct said Election, receive the returns thereof, and report the same to City Council.

DONE IN MEETING ASSEMBLED THIS 29th day of July, 2021.

CITY OF CHARLESTON, SOUTH CAROLINA

By: ________________________________
    Mayor

Attest:

__________________________________
    Clerk
STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

I, the undersigned, City Clerk of the City of Charleston, South Carolina, DO HEREBY CERTIFY:

That the foregoing is a true, correct and verbatim copy of a Resolution adopted by the City Council of the City of Charleston on July 29, 2021, at which at least a majority of members were present. At said meeting, a quorum of City Council was present at all times during the proceedings pursuant to which the aforesaid Resolution was adopted, the original of which is duly entered in the record of minutes of the aforesaid meetings of said City Council in my custody as said City Clerk.

IN WITNESS WHEREOF, I have hereunto set my Hand this 29th day of July, 2021.

City Clerk, City of Charleston, South Carolina