



TOWN OF  
*Kiawah Island*

**Mayor**

Craig E. Weaver

**Council Members**

Jack Koach

Diana L. Mezzanotte

Chris Widuch

John R. Wilson

**Town Administrator**

Stephanie Monroe Tillerson

4475 Betsy Kerrison Parkway | Kiawah Island, SC 29455 | (843) 768-9166 | Fax (843) 768-4764 | [www.kiawahisland.org](http://www.kiawahisland.org)

**TOWN COUNCIL MEETING**

Kiawah Island Municipal Center

Council Chambers

September 5, 2017; 2:00 PM

**AGENDA**

- I. Call to Order:
- II. Pledge of Allegiance
- III. Approval of Minutes:
  - A. Minutes of the Town Council Meeting of August 1, 2017 [Tab 1]
- IV. Mayor's Update:
- V. Citizens' Comments (Agenda Items Only):
- VI. New Business:
  - A. Approval of the McSweeney Engineering Proposal for Bridge Repair Design and Shoreline Erosion Design and Permitting [Tab 2]
  - B. Approval of the Crest Construction Proposal for Additional Construction on the Municipal Center Garage [Tab 3]
- VII. Other Business:

None
- VIII. Town Administrator's Report:
- IX. Council Member:
  - a. Committee Updates
  - b. General Comments
- X. Citizens' Comments:
- XI. Executive Session:

None
- XII. Adjournment:



# TOWN COUNCIL MEETING

Kiawah Island Municipal Center

Council Chambers

August 1, 2017; 2:00 PM

## Minutes

I. **Call to Order:** *Mayor Weaver called the meeting to order at 2:00pm*

II. **Pledge of Allegiance**

**Present at the meeting:** Craig Weaver, Mayor  
John R. Wilson, Mayor Pro-Tempore  
Jack Koach  
Diana Mezzanotte  
Chris Widuch

**Also Present:** Stephanie Monroe Tillerson, Town Administrator  
Dwayne Green, Town Attorney  
Petra Reynolds, Town Clerk

Mayor Weaver requested approval to remove **New Business Item A**. Approval of the Island Beach Services Franchise Amendment from the agenda to provide for more time for staff to research if there was an omission in the franchise agreement as discussed at the July Ways and Means Committee meeting.

*Mr. Koach made a motion to remove New Business Item A from the agenda. The motion was seconded and unanimously passed.*

III. **Approval of Minutes:**

A. Minutes of the Town Council Public Hearing of July 11, 2017

*Mr. Wilson made a motion to approve the minutes of the July 11, 2017 Town Council Public Hearing. The motion was seconded by Mr. Koach and the minutes were unanimously passed as amended.*

B. Minutes of the Town Council Meeting of July 11, 2017

*Mr. Widuch made a motion to approve the minutes of the July 11, 2017 Town Council Meeting. The motion was seconded by Mrs. Mezzanotte and the minutes were unanimously passed.*

IV. **Mayor's Update:**

Mayor Weaver stated the New Town Hall nears completion with considerable work still going on to complete the public side of the building. Town Hall will be closed from tomorrow at 3:00pm through Friday for staff to move to the new building with regular business hours resuming on Monday. An Open House with a Ribbon Cutting event is scheduled for September 7<sup>th</sup> with an additional Open House on September 8<sup>th</sup>.

V. **Citizens' Comments (Agenda Items Only):**

Wendy Kulick – 38 Marsh Edge Lane

Mrs. Kulick referenced I-7, 1.01 section of the proposed Employee Handbook “These policies are intended to cover the most common and routine personnel actions as well as the conduct of employees, temporary employees and volunteers” and she suggested that volunteers are provided a copy of the Handbook, and also sign an acknowledgement.

VI. **New Business:**

~~A. Approval of the Island Beach Services Franchise Amendment~~

B. Approval of the CARTA Budget

Ms. Tillerson stated the CARTA Budget was presented by Mr. Burns to the Ways and Means Committee at the July meeting. As a jurisdictional member of CARTA, the Town is required to vote on their annual budget and The Ways and Means Committee has recommended approval.

***Mr. Widuch made a motion to approve the 2018 CARTA Budget. Mrs. Mezzanotte seconded and the motion and was unanimously passed.***

C. Approval of the Greenery Contract Amendment

Ms. Tillerson state the present landscaping contract includes only the maintenance for Kiawah Island Parkway and Beachwalker Dr. The Betsy Kerrison facility will require a yearly landscaping agreement to include General Maintenance Procedures for the area closely surrounding the buildings and the maintenance and repair of the irrigation system. The yearly cost of \$39,120.00 is included in the revision of the Landscaping Maintenance pricing breakdown, which has an annual cost of \$160,027.08. The cost of mulch for the area and maintenance of the outer areas is an unknown and is not been included in the pricing breakdown. These two items will be submitted as a separate proposal.

The Greenery contract and amendment was reviewed by the Town Attorney and was recommended for approval by the Ways and Means Committee.

***Mr. Koach made a motion to approve the Greenery contract amendment in the amount of \$160,900.00 annually. The motion was seconded by Mrs. Mezzanotte and was unanimously passed.***

D. Approval of the New Employee Handbook

Ms. Tillerson stated she submitted the draft of the Employee Handbook for Council's review and feedback. She indicated that comments, questions, and concerns were incorporated into the current document.

As background information, Ms. Tillerson stated that last year, the Human Resource (HR) Work Group was formed by Town Council to assist the Town Administrator in reviewing the Town of Kiawah (TOKI) Employee Handbook dated January 2012. The committee met several times between August – October of 2016 and after an extensive review and discussion it was determined a complete revision of the handbook was needed to eliminate inconsistencies, redundancy, and items that were vague. She indicated the goal was to have a user-friendly document but it was determined that an amount of legalese had to be retained such as Family and Medical Leave Act (FMLA) information.

Ms. Tillerson reviewed the tuition reimbursement policy stating that currently employees are eligible for tuition reimbursement of fifty percent (50%) of the allowable expenses with no cap. She asked for guidance on if Council would like to put some restrictions on the reimbursement to limit the Town potential liability exposure. Following discussion of comparisons, there was a consensus for a monetary limit in the range of \$5,000.00 per fiscal year, and to let Ms. Tillerson and the Mayor make the final decision on the cap.

Also discussed was the Employee Disclosure Form, merging of PTO (Personal time off) to provide better usage flexibility, compensation and work expectations in a hurricane or emergency situation. Mr. Wilson stated that in addition to the list of activities that was provided of unacceptable and prohibited uses of the Town computer and other electronic devices, it was his belief that all assets/equipment belonging to the Town should be strictly limited to valid and acceptable Town business only. Council members, along with Mr. Green and Ms. Tillerson, engaged in an in-depth discussion of the proposal, challenges of enforcement, and the limitation being too restrictive.

**Mr. Widuch made a motion to approve the New Employee Handbook as written. The motion was seconded by Mrs. Mezzanotte.**

**Mr. Wilson made a motion to amend the New Employee Handbook to include a blanket statement along with the Unacceptable and prohibited uses of the Town computer and other electronic devices to restrict the use of Town assets to only Town Business. The motion was seconded by Mr. Koach.**

**The motion to amend the approval motion failed by a 2 to 2 vote. Mr. Koach voted yes, Mr. Widuch voted no, Mayor Weaver abstained, Mr. Wilson voted yes, and Mrs. Mezzanotte voted No.**

**The motion to approve the New Employee Handbook as written was unanimously passed.**

## **VII. Other Business:**

### **A. Discussion on the New Municipal Center Traffic Regulatory Sign Design**

Ms. Tillerson gave some background on the installation of the ARB approved new signage around the Island. The Town has purchased the same signage for Beachwalker Drive and the Parkway.

Ms. Tillerson presented illustrations of the regulatory signs for the new Municipal Center in the same style as what will be installed on the Island. She explained that as part of the bid package, DOT issued signs have been installed and asked if Council felt there was a need to replace those DOT signs to tie in with the rest of the Island at a cost of approximately \$9,000.00.

Following discussion, members agreed they did not see any need to spend the extra money to change the signage at the new Municipal Center.

### **B. 4<sup>th</sup> Quarter Budget Report**

Mrs. Szubert presented the 2016-2017 fiscal year budget to actuals. She noted that the year has not been closed yet, the report is compiled on the modified cash basis, and all the funds are consolidated. She indicated revenues were lower than budgeted, but would change with the remittances of fourth quarter Franchise Fees and Accommodations Taxes, usually received in August. She indicated expenditures show a negative variance of approximately \$300,000.00, which is primarily driven by the cleanup cost after Hurricane Matthew that totaled

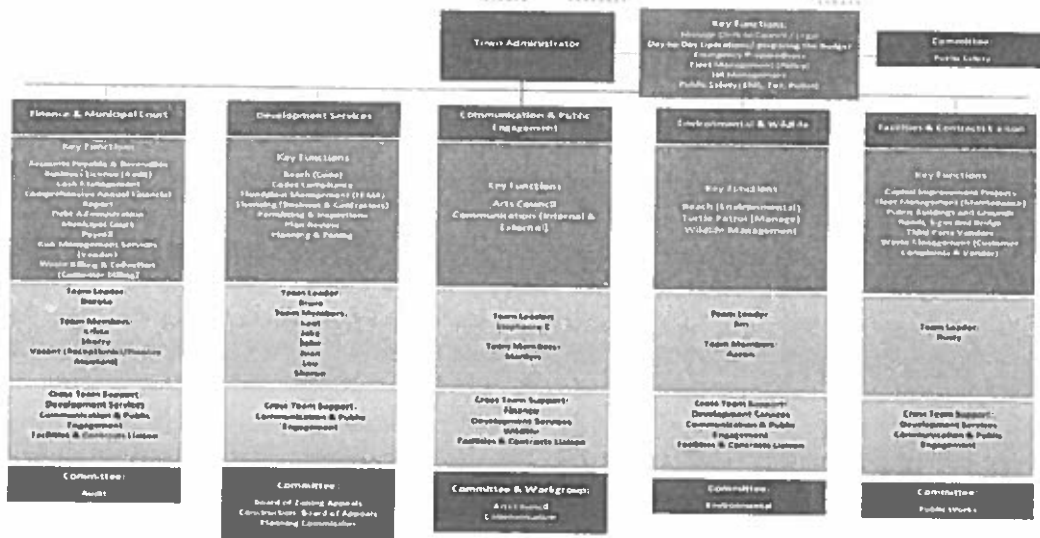
approximately \$630,000.00. Also examined were other main items which will carry positive or negative variance through the close of the fiscal year along. An explanation of the variances were reviewed and the discussion included the cost of repairs to Town vehicles done by rodents, signage for both the Parkway and new Municipal Center, and ending of the financial obligations on the old Town Hall on August 11<sup>th</sup>.

Mrs. Szubert stated the auditors would be coming at the end of this month for the Town's annual audit with the CAFR (Comprehensive Annual Financial Report) to be presented at the October Town Council Meeting.

**VIII. Town Administrator's Report:**

Ms. Tillerson gave an update on the Organizational Review of Business License, Building Permit, and

Code Compliance Services being done by the Mercer Group. Even though the report is not completed, a preliminary report was submitted and reviewed. Based on the direction of the recommendations, it was determined that an Organizational or Departmental restructure was needed. She reviewed the new Departments of Finance and Municipal Court, Development Services, Communication & Public Engagement, Environmental & Wildlife and Facilities & Contract Liaison. She also reviewed the Department Heads and staff who have been placed in the each Department based on their job function.



Ms. Tillerson stated the Town Office will be closing at 3:00 PM on Wednesday through Friday to begin the move to the New Municipal Center and reviewed the moving schedule.

**IX. Council Member:**

- a. Committee Updates
- b. General Comments

Mr. Koach has no reports or comments.

Mr. Widuch reported there was no Public Safety Committee meeting in July due to scheduling conflicts and he noted the demolition of Station 6 started this week. Addressing the many comments about speeding going on and off the Island, he noted that the deputies are taking a more active and visible role in monitoring the known speeding areas and are issuing tickets more frequently.

Mr. Widuch reported there was an open spot on the St. John's Fire Commission for a Kiawah resident and should be posted shortly.

Mr. Wilson reported on the Transportation Infrastructure Bank meeting held on July 20<sup>th</sup> on which there was mainly political speechmaking. After an Executive Session, the topic of the completion of I-526 was deferred to the next meeting. He noted that the Charleston Mayor, Council members and a Senator were in attendance at the meeting and disappointed to not get a definitive response, which led to a lawsuit being filed by Charleston County asking for a resolution on the funding issue.

Mr. Wilson stated the Chamber of Commerce has published a list of road priorities which includes the completion of I-526 and the Sea Island Greenway.

Mr. Wilson reported there would be a meeting of the Johns Island Task Force on August 2<sup>nd</sup>.

Mr. Wilson reported there would be a meeting of the Public Works Committee on August 2<sup>nd</sup> at 10:00 am. The discussion will include making a list of critical projects in the next five years to help with budget planning for those projects.

Mrs. Mezzanotte reported the Conservancy has received two more land donations in the Indigo Park neighborhood, bringing the total to 8 properties totaling one and one-half acres.

Mrs. Mezzanotte reported the next Arts Council event will be the *Charleston Jazz Orchestra* on August 13<sup>th</sup> at East Beach.

Mrs. Mezzanotte reported there are 320 turtle nests, the third highest yearly count to date, with 54 having hatched.

Mrs. Mezzanotte reported that Beach Patrol has issued 109 warnings and 6 tickets for Dog off Leash violations in 2017. She reported the current beach lighting ordinance had been revised and is in review. She also noted that in 2017, there were 4 nuisance alligators removed in comparison to 8 in 2016 and the first ticket, since the early 2000's, was issued for feeding an alligator. Work is also being done on new alligator warning signage.

#### **X. Citizens' Comments:**

##### **Marilyn Larach – 1082 Terrapin Court**

Mrs. Larach questioned if there will be a new sign installed on the Kiawah Island Parkway that says Kiawah Island.

**Ms. Tillerson indicated the sign will be replaced with a new sign approved by the Community Association.**

Mrs. Larach questioned why the former Town Administrator and Treasurer have never been arrested for the alleged embezzlement.

**Mayor Weaver stated that an active investigation still continues by the FBI and local Federal Attorney, though the Town is not privy to the details of the investigation. Mr. Green added that approximately two months ago, he, and Ms. Tillerson met with FBI investigators and the**

forensic accountant to answer more questions. The investigators indicated they should be completing their work shortly.

Wendy Kulick – 38 Marsh Edge Lane

Mrs. Kulick questioned if any of the organizational changes discussed earlier have any impact on salaries of any of the employees.

Ms. Tillerson indicated that at the moment, there would not be a change in salaries, but there may be in the future with the completion of the Classification and Compensation Study by the Mercer Group.

Mrs. Kulick comment on the shrimp boats that are closer than one-half mile of shore. She suggested the use of the Town drone to identify the call numbers on the boat so they can be reported.

Mr. Jordan mentioned a number of potential issues with the use of the drone and that it could not be used in that situation.

*Mrs. Mezzanotte made a motion to go into Executive Session to discuss the Town Administrator's Employment agreement. The motion was seconded by Mr. Wilson and was unanimously passed.*

XI. **Executive Session:**

A. To Discuss the Town Administrator Employment Agreement

*Mr. Koach made a motion to return from Executive Session back to regular session. The motion was seconded by Mrs. Mezzanotte and was unanimously passed.*

Returning from executive session, Mayor Weaver stated that no decisions were made and no votes were taken.

XII. **Adjournment:**

*Mr. Koach motioned to adjourn the meeting at 3:51 pm. The motion was seconded by Mrs. Mezzanotte and carried unanimously.*

Submitted by,

\_\_\_\_\_  
Petra S. Reynolds, Town Clerk

Approved by,

\_\_\_\_\_  
Craig E. Weaver, Mayor

\_\_\_\_\_  
Date





# Request for Town Council Action

**TO:** Mayor and Council

**FROM:** Rusty Lameo, Public Works

**SUBJECT:** McSweeney Engineering, Bridge Repair and Shoreline Erosion Design & Permitting

**DATE:** 9/5/2017

## **BACKGROUND:**

During the last two inspections of the Kiawah Parkway Bridge, there were several areas of minor concerns that were noted by the engineer that would require repairs. Along with the bridge, there was an area along the outbound lane of the Parkway that sustained erosion during Hurricane Matthew between the bridge and the fishing ramp.

## **ANALYSIS:**

The Public Works Committee discussed these two items and decided to bid out both projects into one package. The first part of the combined proposal is for *Bridge Repair Design* which includes engineering and management services to bid out and supervise recommended repairs to the Parkway Bridge. The second part is for *Shoreline Erosion and Permitting* which includes engineering services to inspect, design, bid, and administer additional rock gabions along the section of the Parkway that sustained erosion during Hurricane Matthew.

## **ACTION REQUESTED:**

The Public Works Committee requested to move this project to the Ways & Means Committee for their recommendation to Town Council for approval.

## **BUDGET & FINANCIAL DATA:**

The engineering and administration costs for the two projects is \$23,200.00 and has been included the FY 2017-2018 Budget. Any surveying, boring and analysis is estimated at an additional \$5,000.00, if necessary.

## **ATTACHMENT:**

McSweeney proposal





June 27, 2017

Mr. Rusty Lameo  
21 Beachwalker Drive  
Kiawah Island, SC

Re: Combined Bridge Repair Design/Shoreline Erosion Design and Permitting

Dear Mr. Lameo,

McSweeney Engineers is pleased to present you with this proposal to offer Engineering services for repairs to the Kiawah River Bridge and shoreline erosion mitigation along Kiawah Island Parkway adjacent to the Kiawah River Bridge.

### **Project Understanding**

This project follows a routine bridge inspection which was performed in 2016 in which multiple deficiencies were observed and recommended to be repaired. Additionally, during the inspection extensive erosion was observed along the eastern shoreline adjacent to the Kiawah River Bridge. The location of the erosion was beyond the location of the rock gabions that were installed in 2011. The rock gabions appear to be functional. We understand that erosion countermeasures need to be installed before the erosion in this area migrates further towards the bridge or roadway.

### **Scope of Services-Bridge Repairs**

#### **Design Development**

McSweeney Engineers will review the original bridge construction drawings (if available) and our previous inspection report. Using this information and other engineering reference material, we will design repairs for the items noted during the inspection. As part of this process we will also generate quantities for bidding purposes.

#### **Contract Documents**

Engineering plans will be developed according to the repair design and will include plan, elevation, and section views where applicable. Construction details and specifications will be provided within the drawing set. The design plans will be of sufficient detail and scope as to accurately construct the repairs. The contract documents will be signed and stamped by a registered professional engineer.

#### **Bidding and Construction Administration**

McSweeney Engineers will assist the Town of Kiawah Island in generating an advertisement for bidding and attend pre-bid meetings as necessary. After a Construction Contract is ratified, McSweeney Engineers will aid the Town with construction administration. We will review payment applications, review all shop drawings, material submittals, and Requests for Information (RFIs), as well as review Contractor's schedule and schedule revisions. We will work proactively to monitor and maintain project cost and duration within the allocated budget and schedule.

123 CANNON ST CHARLESTON, SC 29403  
(843) 974-5621

[www.mcsweeneyengineers.com](http://www.mcsweeneyengineers.com)



## **Construction Site Visits**

McSweeney Engineers will perform site visits as necessary to ensure contractor's compliance with the contract documents.

## **Scope of Services-Shoreline Erosion Mitigation**

McSweeney Engineers proposes to perform this work in the following manner:

- Perform the preliminary design of the shore protection devices. We intend to take a "value engineering" approach to the design and evaluate the use of stone gabions, riprap, and bulkheads.
- Present and discuss the preliminary design with Town staff prior to permitting.
- Permit the structure through OCRM.
- Finalize design while project is being permitted.
- Provide construction deliverables to include signed and stamped construction documents.
- Construction Administration consisting of a pre-bid meeting and regular site visits during construction.

The following costs are not included in this proposal and will be taken care of by the Town or added to this proposal at a later date:

- Land surveying to update topography and critical line features
- Soil boring and analysis by geotechnical firm if required to perform the design

For these services we suggest the Town budget \$5,000.

## **Conclusion**

McSweeney Engineers can accomplish all of the items included within this proposal for a lump sum fee of \$23,200.

McSweeney Engineers appreciates the opportunity to continue providing engineering services for the Town of Kiawah Island. If you have any questions or comments please call us at (843) 974-5621.

Very truly yours,

A handwritten signature in black ink, appearing to read 'David B. McSweeney', written over a horizontal line.

David B. McSweeney, P.E., LEED AP

Additional Construction on Kiawah Island Municipal Building

4475 Betsy Kerrison Parkway

July 11, 2017

Due to a misunderstanding in the construction of the garage office area of the new municipal building (460 sq 'four rooms) did not include air conditioning, drop ceiling and insulation to allow staff to utilize this work space in the summer months. The Town accepted three bids as followed for the project listed below. Work to be completed after CO is issued for building and completed prior to the end of August 2017.

**Scope of work:**

Location: Garage Office space, 460 sq'  
Installation of 15 SEER, 2 Ton split system. Including all duck work in each room (supply and returns)  
Install ACT ceiling tiles 2x4' grid pattern and basic tiles at a height of 9'  
Install batt insulation above ceiling tile.  
Install 9 Troffer lights (2 lights each room and 3 in rear storage/office room)  
Obtain all permits and license as required

**Bids:**

Schroder's Service:	\$28,920.00
Crest Construction (Koenig)	\$19,900.00
Thomas Construction (verbal quote, onsite general contractor)	\$66,000.00

Staff recommends the project be awarded to Crest Construction.



STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON )

**AGREEMENT FOR  
ADDITIONAL CONSTRUCTION ON  
KIAWAH ISLAND MUNICIPAL CENTER  
GARAGE BUILDING**

**THIS AGREEMENT** entered into this 25th day of July 2017 between the **Town of Kiawah Island, South Carolina**, a body politic and corporate under the laws of the State of South Carolina (hereinafter "Town") and **Crest Contractors, LLC** the address of which is 4230 River Rd, Johns Island, SC 29455, (hereinafter "Contractor").

**WITNESSETH:**

**WHEREAS**, the Town requires professional Contractor services to provide installation of air conditioning, drop ceiling and insulation; and

**WHEREAS**, the Town has determined that it is necessary to contract with an independent Contractor for these services, and

**WHEREAS**, Contractor has represented to the Town that its staff is qualified to provide the Services required in this Agreement in a professional, timely manner, and

**WHEREAS**, the Town has relied upon the above representations by Contractor, and

**WHEREAS**, the Town accepted the proposal from the Contractor, and

**NOW, THEREFORE**, in consideration of these promises and of the mutual covenants herein set forth, it is agreed by and between the Parties hereto as follows:

**SECTION ONE                      Contract Documents**

The Parties agree that the contract documents shall include the following, which are incorporated herein by reference:

Exhibit A:        Insurance Requirements

Exhibit B:        Crest Contracting LLC Proposal and Scope of Work

**SECTION TWO                      Scope of Services**

Contractor agrees to perform and furnish all labor, supervision, materials, equipment, tools, machinery, transportation and supplies necessary for the completion of the services required under this Agreement (the "Services") in a professional, timely manner, in accord with all applicable laws, rules and regulations.

Scope of Services and Specifications:

The Contractor's primary job is to complete the installation of air conditioning, drop ceiling, and insulation to the offices and restroom of the Municipal Center garage located at 4475

Betsy Kerrison Parkway, Kiawah Island, SC 29455. The scope of work is detailed in the attached Exhibit B.

**SECTION THREE                      Contract Price: Payment Terms**

This contract is for an amount not to exceed \$19,900.00 unless otherwise modified by Town Council. The Contractor shall submit itemized invoices to the Town's Administrator. Each invoice shall include all receipts, documentation, and summary of work completed to substantiate the payment being requested. The Contractor shall provide any additional information requested by the Town's Administrator to enable him/her to make a payment recommendation to the Town.

Payment shall be made within 10 days upon approval of invoices by the Town Administrator after completion of work. Invoices shall be submitted to the following address:

Town Treasurer  
21 Beachwalker Drive  
Kiawah Island, SC 29455

**SECTION FOUR                      Time: Term of Agreement**

The Town hereby contracts with the Contractor this agreement to finish the garage offices/restroom area at the Municipal Center.

**SECTION SIX                      Insurance Requirements**

Contractor shall at all times during the term of this Agreement carry insurance as required in Exhibit A which is attached hereto and previously incorporated by reference. The Town shall not enter into an agreement until acceptable insurance certificate(s) and endorsement(s) have been submitted, and which reflect that the required coverage is in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the Town to revoke its notice of award and award the contract to another Contractor. The Town may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding Contractor's coverage, coverage amounts, or other such relevant and reasonable issues related to this Agreement.

**SECTION SEVEN                      Compliance by Contractor**

Contractor shall comply with all applicable Federal, State and local laws, ordinances, and rules and regulations (including but not limited to any laws, ordinances, or regulations relating to OSHA, and SCDHEC throughout the duration of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule, or regulation, and shall hold the Town harmless and indemnify same in the event of non-compliance.

**SECTION EIGHT                      Drug Free Workplace**

Contractor shall comply with the South Carolina Drug free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended).



**SECTION NINE Contractor's Warranties and Representations**

Contractor warrants and represents that it will use their best efforts to provide above described services in a professional, efficient manner and that its employees are well qualified to provide the services required in this Agreement.

**SECTION TEN Retention of Records**

The Contractor agrees to maintain for three (3) years from the date of final payment, or until all other pending matters are closed under this Agreement, whichever is later, all books, documents, papers, and records pertinent to this Agreement.

**SECTION ELEVEN State and Local Taxes**

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

**SECTION TWELVE Independent Contractor**

Contractor is an independent Contractor and shall not be deemed the agent or employee of the Town of Kiawah Island for any purpose whatsoever. Contractor shall not hold himself out as an employee of the Town of Kiawah Island and shall have no power or authority to bind or obligate the Town of Kiawah Island in any manner, except the Town of Kiawah Island shall make payment to Contractor for Services and expenses as herein provided. Contractor shall obtain and maintain all licenses and permits required by law for performance of this Agreement by him or his employees, agents, and servants. Contractor shall be liable for and pay all taxes required by local, State or Federal governments, including but not limited to Social Security, workmen's compensation, Employment Security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the Town of Kiawah Island to or for the benefit of Contractor or his employees, agents, or servants by reason of this Agreement.

**SECTION THIRTEEN Other Contracts**

The Town reserves the right to award other contracts in the same area as that of the Contractor. The Contractor will assure that he cooperates with other Contractors to the extent possible for the orderly completion of the Town's objectives.

**SECTION FOURTEEN Permits and Licenses**

The Contractor shall, without additional expense to the Town of Kiawah Island, be responsible for obtaining and maintaining in force at all times any necessary licenses and permits required and issued by a municipality or the Town of Kiawah Island for conducting business.

The Contractor is responsible at all times for obtaining applicable work permits and licenses from the Town of Kiawah Island's Building Inspection (available through Charleston County)

and Business License Departments. Contractor's license number, person's name, and business name must all be shown on all required licenses.

#### **SECTION FIFTEEN                      Safety, Health, and Security Precautions**

The Contractor shall take proper safety, health and security precautions to protect its workers and the Town's property, workers and the public at all times during the term of this Contract.

#### **SECTION SIXTEEN                      Inspection and Acceptance**

All Services (which term includes, but is not restricted to materials, and services provided) shall be subject to inspection and test by the Town at all reasonable times and places prior to acceptance. Any such inspection and test is for the sole benefit of the Town and shall not relieve the Contractor of the responsibility of providing quality services to comply with the agreement requirements. No inspection or test by the Town shall be construed as constituting or implying acceptance. Inspection or test shall not relieve the Contractor of the responsibility for the Services prior to acceptance or in any way affect the continuing rights (including warranty rights) of the Town after acceptance of the completed Services.

The Contractor shall, without charge, correct or re-perform any Services found by the Town not to conform to the contract requirements, unless the Town consents in writing to accept such Services with an appropriate adjustment in contract price.

#### **SECTION SEVENTEEN                      Conditions Affecting the Services**

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Services, and the general and local conditions which can affect the Services or the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the Services without additional expense to the Town. The Town assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this Agreement, unless such understandings or representations by the Town are expressly stated in this Agreement.

#### **SECTION EIGHTEEN                      Damages**

Contractor hereby expressly agrees that if the Services, or any part thereof, are not performed or completed in a timely or professional manner in accordance with this Contract or any amendment thereto, the Contractor and its sureties shall be liable to the Town for actual damages which relate to the Contractor's failure to perform or complete the Services in the manner described above. If actual damages are agreed to by the Parties or awarded by the Court, the Town shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to the Contractor, the amount of such actual damages; and if the amount so retained by the Town is not sufficient to pay in full such actual damages, the Contractor and/or its sureties shall pay to the Town the amount necessary to effect payment in full of such actual damages.

## **SECTION NINETEEN                      Suspension of Services**

The Town Administrator may order suspension of the Services in whole or in part for such time deemed necessary because of the failure of the Contractor to comply with any of the requirements of this Agreement, and the Agreement's completion date shall not be extended on account of any such suspension of Services.

When the Administrator orders any suspension of the Services under the subparagraph above, the Contractor shall not be entitled to any payment for Services with respect to the period during which such Services is suspended and shall not be entitled to any costs or damages resulting from such suspension.

The Administrator may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Services for such period of time as he/she may determine to be appropriate for the convenience of the Town. The Town may suspend performance of its obligations under this Agreement in good faith for the convenience of the Town or to investigate matters arising in the Services.

The rights and remedies of the Town provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

## **SECTION TWENTY                      Modification of Agreement**

The Town Administrator has the right to modify this Agreement when said modification is in the best interest of the Town, provided however, Contractor is given written notice of any such modification and Town is responsible for paying Contractor for any additional expenses incurred by Contractor which relate to said modification. Subject to the above, Contractor is obligated to perform the revised contract when so directed by the Purchasing Agent. Agreement fees or prices will be equitably adjusted where an issued change order so demands.

No claim by the Contractor for an adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

## **SECTION TWENTY-ONE              Termination**

- A. **For Convenience.** The Town Administrator, by advance written notice, may terminate this Agreement when it is in the best interests of the Town of Kiawah Island. If this Agreement is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Services actually accomplished. The Contractor will not be compensated for any other costs in connection with a termination for convenience. Contractor will not be entitled to recover any damages in connection with a termination for convenience.
- B. **For Default.** If the Contractor refuses or fails to perform the Services or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the Town Administrator, to comply with any of the terms and conditions of the Contract Documents deemed, in the sole opinion of the Procurement Director, to be material,

such refusal or failure shall be deemed a default under this Contract.

In the event of a default under this section, Town shall have the right to terminate forthwith this contract by written notice to the Contractor. In the event of such default, the advance notice period for termination is waived and the Contractor shall not be entitled to any costs or damages resulting from a termination under this section.

Whether or not the Contractor's right to proceed with the Services is terminated, it and its sureties shall be liable for any damage to the Town of Kiawah Island resulting from Contractor's default. Any wrongful termination for default shall be deemed by the parties a termination for convenience.

- C. **Rights Cumulative.** The rights and remedies of the Town provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

## **SECTION TWENTY-TWO Indemnification**

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

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

### **SECTION TWENTY-THREE    Gratuities and Kickbacks**

- A.    **Gratuities.** It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.
  
- B.    **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

### **SECTION TWENTY-FOUR    Labor: Subcontractors**

No subcontracts shall be allowed without the prior written approval of the Town. The Contractor shall not contract with a proposed person or entity to which the Town has made reasonable and timely objections. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable and timely objection. The Contractor shall enforce strict discipline and good order among his employees and other persons carrying out the performance of the Agreement.

Employment of labor by Contractor shall be effected under conditions which are satisfactory to Town. Contractor shall remove or cause to have removed from the project any employee or employees who are considered unsatisfactory by the Town.

Contractor assumes the responsibility for assuring that his working forces are compatible with Town employees and Contractor is responsible for making himself aware of those forces. Contractor will furnish a competent representative who is to be kept available to represent the Contractor for the purpose of receiving notices, orders, and instruction.

### **SECTION TWENTY-FIVE    Assignment**

The Contractor shall not assign in whole or in part this Agreement without the prior written consent of the Town of Kiawah Island. The Contractor shall not assign any money due or to become due to it under said contract without the prior written consent of the Owner.

### **SECTION TWENTY-SIX    Controlling Law**

The laws of South Carolina shall govern this Agreement. All litigation arising under said Agreement shall be litigated only in a nonjury hearing in the Circuit Court within the Ninth Judicial Circuit of Charleston County, Charleston, South Carolina. The prevailing party shall be entitled to recover attorney's fees and the costs of said litigation.

**SECTION TWENTY-SEVEN Entire Agreement**

This Agreement constitutes the entire understanding and agreement between the Parties hereto and supersedes all prior and contemporaneous written and oral agreements between the Parties and their predecessors in interest regarding the subject matter of this Agreement. This Agreement may not be changed, altered, amended, modified, or terminated orally, except as specifically provided, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto.

**SECTION TWENTY-EIGHT Severance**

Should any part of this agreement be determined by a court of competent jurisdiction to be invalid, illegal or against public policy, said offending section shall be void and of no effect and shall not render any other section herein, nor this Agreement as a whole, invalid.

**SECTION TWENTY-NINE Non-waiver**

Any waiver of any default by either party to this Agreement shall not constitute waiver of any subsequent default, nor shall it operate to require either party to waive, or entitle either party to a waiver of, any subsequent default hereunder.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement under their several seals the day and year first written above.

**WITNESSES FOR CONTRACTOR:**

(1) \_\_\_\_\_

(2) \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**WITNESSES FOR TOWN:**

(1) \_\_\_\_\_

(2) \_\_\_\_\_

**TOWN OF KIAWAH ISLAND**

\_\_\_\_\_

By: Craig Weaver

Its: Mayor

## INSURANCE REQUIREMENTS

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

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

1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.
2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto."

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

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

1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION:** Statutory limits are required by South Carolina state law, and employer's liability limits of \$100,000 per accident.

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

**1. General Liability and Automobile Liability Coverage**

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

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

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

**2. Workers' Compensation**

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

Any deductibles or self-insured retentions larger than \$5,000 must be declared to and approved by the Town of Kiawah Island.

- F.** Each insured policy required by the Town of Kiawah Island shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Town of Kiawah Island.
- G.** All coverage for subcontractors shall be subject to all the requirements stated herein.
- H.** Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.
- I.** If the Town elects to assign the attached contract to the Charleston Public Facilities Corporation, or the Charleston County Transportation Committee, as set forth in the contract, then the Charleston Public Facilities Corporation or the Charleston County Transportation Committee shall be named an additional insured along with the Town of Kiawah Island and shall be equally entitled to all coverage and benefits of the policies.
- J.** Contractor shall furnish the Town of Kiawah Island with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Town of Kiawah Island, Purchasing Department, before work commences. The Town of Kiawah Island reserves the right to require complete, certified copies of all required insurance policies, at any time. Required certificates should be mailed to:

Town of Kiawah Island  
4475 Betsy Kerrison Drive  
Kiawah Island, SC 29455



<b>Kiawah Town Hall Garage Building</b>	<b>Crest Contractors LLC</b>
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Scope of work Paul Koenig  
July 11, 2017

- Install hvac unit for rear area
- Install tauffer lights
- Install ACT ceiling in rear area
- Install insulation over act ceiling
- Metal stud certain wall

	Room		
Storage Freezer	A	Act ceiling at Insulation above ceiling Two each 2x4 troffer lights	aff
Toilet	B	Insulation above ceiling Two each 2x4 troffer lights	aff
Storage	C	Act ceiling at Insulation above ceiling Three each 2x4 troffer lights	aff
Hallway	D	Act ceiling at Insulation above ceiling Two each 2x4 troffer lights	aff

Exclusions  
     No plumbing  
     No Painting

Crest Proposes to finish the garage office/restroom area per above scope

**Cost to do above scope \$19,900**

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Acceptance   


Date 7/25/17

