



City of Charleston

South Carolina

WILLIAM S.
COGSWELL, JR.
Mayor

TIM KEANE
Section Chief - Planning
Permitting, Engineering

ROBERT SOMERVILLE
Section Chief - Public
Works

Chair: Keith Waring
Vice Chair: William Dudley Gregorie
Members: Boyd Gregg, Michael Seekings, Caroline Parker

PUBLIC WORKS AND UTILITIES COMMITTEE AGENDA

There will be a meeting of the Public Works and Utilities Committee on January 27, 2025 to begin at 5:00 pm. The following items will be heard via call-in number 1-929-205-6099 and access code 592 385 519:

A. Invocation

B. Approval of Public Works and Utilities Committee Minutes

1. December 16, 2024

C. Request to Set a Public Hearing

None

D. Old Business

None

E. Acceptance and Dedication of Rights-of-Way and Easements

1. Central Park Cluster Development – Highcroft Avenue (R/W varies), Minton Road (R/W varies)
 - a. Title to Real Estate
 - b. Exclusive Stormwater Drainage Easement Agreement
 - c. Affidavit for Taxable or Exempt Transfers
 - d. Plat

F. Temporary Encroachments Approved by The Department of Public Service (For information only)

1. **3120 South Shore Drive** – Installing salt finished driveway encroaching into City right of way. This encroachment is temporary.
2. **179 Church St.** – Installing sign encroaching into City right of way. This encroachment is temporary.

G. Public Service Department Update

1. Director Updates

H. Stormwater Management Department Update

1. Barberry Woods – Approval of Amendment #8 to the Professional Services Contract with WK Dickson & Co., LLC. for \$398,050.000 to add Construction Engineering & Inspection Services to the Barberry Woods Project.
2. Barberry Woods – Discussion of Wetland and Stream Mitigation Credits
3. Concord Pump Station Upfit – Update on Construction Progress
4. Stormwater Design Standards Manual Update Discussion
5. Authorization for the Mayor to execute a Contract Amendment, in a form substantially similar to the Professional Service Contract attached hereto, in the amount of \$15,800.00 with JMT for services requested by the USCG related to the assessment of wave and water impacts to the USCG facility in the vicinity of the proposed knee wall along Lockwood Drive.

I. Miscellaneous Business

E1.)

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that SOUTHCOAST DFH
CHARLESTON LLC ("Grantor") in the state aforesaid, for and in consideration of the sum of
ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before
the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby
acknowledged, has granted, bargained, sold and released, and by these presents does grant,
bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and
assigns, forever, the following described property which is granted, bargained, sold and released
for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston State of South Carolina, identified as (list street names) Hightcroft Avenue & Minton Road

as shown and designated on a plat entitled **"FINAL SUBDIVISION PLAT OF CENTRAL PARK CLUSTER DEVELOPMENT"**

prepared by Foresight Surveying, LLC,
dated January 25, 2024, revised October 17, 2024, and recorded on _____
in Plat Book _____ at Page _____ in the _____ Office for Charleston County.
Said property butting and bounding, measuring and containing, and having such courses and
distances as are shown on said plat. Reference being had to the aforesaid plat for a full and
complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the
Levi Grantham LLC & Central Park Road LLC dated March 21, 2024 and recorded
April 1, 2024 in Book 1236 at Page 626 in the ROD Office for
Charleston County, South Carolina.

Grantee's Mailing Address:

City of Charleston
Department of Public Service
Engineering Division
2 George Street
Suite 2100
Charleston, South Carolina 29401

Portion of TMS No.:

340-03-00-007

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 24th day of October 2024.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness Number One

Ryan Leaphart

Printed Name

Ryan Leaphart

Witness Number Two

Jennifer Thompson

Printed Name

Grantor

Southcoast DFH Charleston LLC

Printed Name Ryan Leaphart

STATE OF South Carolina)
COUNTY OF Charleston)

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by
Ryan Leaphart, the P.O. of
Southcoast DFH Charleston LLC, a Delaware limited liability co., on behalf
of the Grantor on the 24th day of October, 2024.

Signature of Notary: Encarna Robinson

Print Name of Notary: Encarna Robinson

Notary Public for South Carolina

My Commission Expires: 12/21/2032

SEAL OF NOTARY



STATE OF SOUTH CAROLINA) **EXCLUSIVE STORMWATER**
) **DRAINAGE EASEMENTS AGREEMENT**
COUNTY OF CHARLESTON) **(CITY OF CHARLESTON)**

This Exclusive Stormwater Drainage Easements Agreement (this "Agreement") is made and entered into on the Effective Date (as hereinafter defined), by and between SOUTHCOST DFH CHARLESTON, LLC, a Delaware limited liability company ("Grantor") and the CITY OF CHARLESTON ("Grantee" or "City").

RECITALS

WHEREAS, subject to the City's ordinances and the Warranty Bond Agreement (the "Bond Agreement") executed by the parties simultaneously herewith, the City desires to install, expand, and/or maintain stormwater drainage facilities and appurtenances (the "Stormwater System") over, under, across, and through Grantor's property described in Exhibit A, with said Stormwater System to encumber a portion of Grantor's property (the "Easement Areas") being more particularly described and identified in Exhibit B, attached hereto and incorporated herein by reference;

WHEREAS, to accomplish the objectives of the City, the City must obtain certain easements from Grantor permitting the City to install, expand, and/or maintain the Stormwater System over, under, across, and through the Easement Areas; and

WHEREAS, Grantor desires to cooperate with the City and to grant unto the City a permanent and exclusive storm water drainage easement in and to the Property necessary to install, expand, and/or maintain the Stormwater System.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived to the Grantor's property from the Stormwater System, the receipt and sufficiency of which the parties acknowledge, the parties hereby covenant and agree as follows:

1. Recitals. The aforesaid recitals and exhibits are incorporated by reference into this Agreement, as if fully restated verbatim.
2. Drainage Easements. Subject to the terms and conditions of this Agreement, the City's ordinances, and the Bond Agreement, Grantor has granted, bargained, sold, released and conveyed, and by these presents does grant, bargain, sell, release, and convey to the City permanent, irrevocable, and exclusive stormwater drainage easements (the "Drainage Easements") on, over, under, in, along, across, and upon the Easement Areas.
3. Access. The City shall at all times have the right of access, ingress, and egress to the land affected by the Easement Areas for purposes of periodic inspection, maintenance, repair, improvement, and replacement of the Stormwater System.

4. **Governmental Nature.** The Drainage Easements shall be governmental and commercial in nature. As such, the Drainage Easements shall run with title to the Easement Areas.
5. **Destruction.** The City shall have the right to permanently remove any structures, including, but not limited to, sheds, gazebos, and fences, located within the confines of the Easement Areas and Grantor understands and agrees that City has no obligation to repair, replace, relocate or compensate Grantor for such removal; provided, however, that City may, at City's sole discretion, relocate such structures outside of the Easement Areas and in such case Grantor shall grant to City a temporary easement over the Property for the purpose of such relocation. Grantor also agrees that City has no obligation to repair, replace, relocate or compensate Grantor for any trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Easement Areas during the conduct of the City's allowable activities as described above.
6. **Encroachment Agreement.** Any existing encroachments within the Easement Areas, as shown on the Plat referenced in Exhibit B, shall be considered as permissible encroachments. Future encroachments into the Easement Areas, including but not limited to any expansion or enlargement of existing encroachments into the Easement Areas, shall require an encroachment permit from the City in accordance with the City's standard rules and procedures governing encroachments. Grantor, Grantor's successors-in-title, and Grantor's assigns shall not construct any building or structure, or pave, or install any improvements of any kind, over, under, or within the Easement Areas without an encroachment agreement from the City, in compliance with the laws and procedures in effect at the time of the application for the encroachment agreement. The City's issuance of a building permit, zoning permit, development permit, or other permit or approval shall not eliminate the necessity for obtaining an encroachment agreement with respect to the construction of any building or structure, or paving, or the installation of any improvements of any kind, over, under or within the Easement Areas.
7. **Title.** Grantor hereby represents and warrants as follows: (1) Grantor holds fee simple title to the Property; and (2)(a) there are no mortgages, liens, judgments, easements, restrictions, covenants, leases, licenses, lis pendens or other instruments (collectively, "Instruments" and, individually, an "Instrument") prohibiting or limiting Grantor's ability to enter into this Agreement; or, (b) if there are any Instruments prohibiting or limiting Grantor's ability to enter into this Agreement, that Grantor has obtained any necessary release, consent, waiver, or other document from the holder of such Instrument permitting Grantor to enter into this Agreement. In exchange for the consideration described in this Agreement, Grantor agrees to defend, indemnify, and hold the City harmless from and against any and all claims, actions, liens, demands, expenses, and/or judgments arising from or in any way related to such Instruments or the failure of Grantor to comply with the terms of any and all such Instruments
8. **No Third Party Rights.** This Agreement does not create any rights enforceable by the general public or others who are not parties to this Agreement, and this Agreement shall not be construed to alter, limit, amend, abrogate, or eliminate any existing rights

enforceable by the general public or others against the City and/or Grantor under applicable laws.

9. **Entire Understanding.** This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written or otherwise, relating to the subject hereof; provided, however, unless specifically stated in this Agreement, this Agreement shall not supersede or amend any deeds to the City or any other governmental entity, previous easements granted to the City or other governmental entity, Covenants for Permanent Maintenance of Stormwater Facilities executed in favor of the City or other governmental entity, or other documents required as part of the City's dedication process for public infrastructure improvements, including but not limited to performance bond agreements, warranty bond agreements, or similar documents. Without limiting the foregoing, this Agreement shall not supersede or amend the Bond Agreement.
10. **Amendment.** This Agreement may be amended only by a written instrument approved by City Council and executed by the parties. An implied amendment, modification, or repeal of this Agreement shall not be presumed by a merger or integration clause in a subsequent written agreement between the parties unless this Agreement is expressly referenced as being amended, modified or repealed in the subsequent written agreement or the pertinent provisions of the subsequent written agreement would be completely inconsistent with pertinent provisions of this Agreement, in which case the pertinent provisions of the subsequent written agreement shall control, but the remainder of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, only City Council shall have the ability to amend, modify, or repeal this Agreement on behalf of the City.
11. **Miscellaneous.** Grantor's signature to this Agreement shall not constitute an irrevocable offer to dedicate the Easement to the City. This Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.
12. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Pursuant to Sec. 27-18 of the Code of Ordinances of the City of Charleston, the City's Director of Stormwater Management is authorized to execute this Agreement; provided, however, the Director's consent and execution of this Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.
13. **Effective Date.** Upon approval and recording of a final plat showing the Drainage Easements (the "Plat"), this Agreement constitutes Grantor's irrevocable offer to dedicate the Drainage Easements to the City. As to the City, the date of this Agreement (the "Effective Date") will be the date this Agreement is signed by the City after approval by City Council (as indicated by the date associated with the City's signature). Without limiting the foregoing, Grantor's offer to dedicate the Drainage Easements to the City may not be revoked until City Council accepts or denies the offer.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges above described unto the Grantee, its successors and assigns forever. And Grantor hereby binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular these easement rights and privileges unto the Grantee, its successors and assigns, against Grantor and Grantor's successors and assigns, and against all persons whomsoever lawfully claiming or to claim the same or any part thereof.

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IN WITNESS WHEREOF, Grantor has set Grantor's Hand and Seal on the day and year set forth below its signature.

WITNESSES:



Print Name: Ken W. Breske

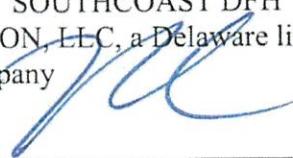
Witness #1



Print Name: Jennifer Thompson

Witness #2

GRANTOR: SOUTHCOAST DFH
CHARLESTON, LLC, a Delaware limited
liability company

By: 

Print Name: Ryan Leaphart

Its: D. P.

Date: 12/5/2024

STATE OF South Carolina)

ACKNOWLEDGEMENT

COUNTY OF Charleston)

The foregoing instrument was acknowledged before me (the undersigned notary) by

Ryan Leaphart, the D. P., of
Southcoast DFH Charleston, LLC, on this 5th day of December, 2024.

Signature: Encarna Robinson

Print Name of Notary: Encarna Robinson

Notary Public for South Carolina

My Commission Expires: 12/21/2032

SEAL OF NOTARY



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IN WITNESS WHEREOF, the City of Charleston has set its Hand and Seal on the day and year set forth below its signature.

WITNESSES:

CITY OF CHARLESTON

Print Name: _____

Witness #1

Print Name: _____

Its: _____

Date: _____

Print Name: _____

Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, on this _____ day of _____, _____.

Signature: _____

Print Name of Notary: _____

Notary Public for South Carolina

My Commission Expires: _____

SEAL OF NOTARY

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EXHIBIT A**[LEGAL DESCRIPTION OF GRANTOR PROPERTY]**

ALL that certain piece, parcel, or lot of land, situate, lying and being on James Island, in the City of Charleston, County of Charleston, State of South Carolina, shown and designated as "LOT 2," containing 10.36 acres, a little more or less, as shown on that certain plat prepared by Forsman J. Anderson, SC RLS No. 12230, dated October 26, 2015, entitled "PLAT OF LOT 2, LAUREL PARK SHOWING THE LOCATION OF PROPERTY LINES FOR CHARLESTON COUNTY TAX MAP NUMBERS. LOCATED ON JAMES ISLAND, CITY OF CHARLESTON. CHARLESTON COUNTY, S.C." and recorded August 18, 2016, in the ROD Office for Charleston County in Book L16, at Page 0388; said parcel having such size, shape, metes, bounds, dimensions, courses, and distances as shown on said plat.

TMS Number: 340-03-00-007

This being a portion of the property conveyed to Southcoast DFH Charleston, LLC, a Delaware limited liability company, by deed of Levi Grantham, LLC, a Delaware series limited liability company and Central Park Road, LLC, a South Carolina limited liability company, dated March 21, 2024, and recorded in the Charleston County Register of Deeds Office in Book 1236 at Page 626 on April 1, 2024.

EXHIBIT B**[DESCRIPTION OF EASEMENT AREAS]**

All those certain drainage easements of various widths being shown and labeled "CCDE," "COC DE," or otherwise designated as City of Charleston drainage easements, on that certain plat entitled, "FINAL SUBDIVISION PLAT OF CENTRAL PARK CLUSTER DEVELOPMENT, TMS #340-03-00-007, PROPERTY OWNED BY SOUTHCOST DFH CHARLESTON, LLC, PREPARED FOR DREAM FINDERS HOMES, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA," prepared by Clifton W. Clements (SCPLS No. 23204) of Foresight Surveying, LLC, dated January 25, 2024, last revised on the date shown thereon, and recorded on _____, in Plat Book _____ at Pages _____ through _____ in the Register of Deeds Office for Charleston County, South Carolina, said drainage easements butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

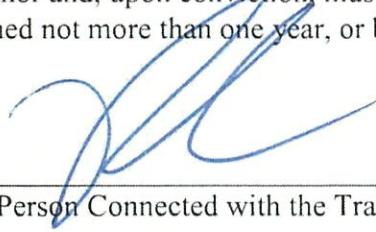
1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by SOUTHCOAST DFH CHARLESTON LLC to CITY OF CHARLESTON on OCTOBER , 2024.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) ✓ exempt from the deed recording fee because (See Information section of affidavit): #2 - transfer to governmental entity (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
 - (B) _____ The fee is computed on the fair market value of the realty which is _____.
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check YES _____ or NO _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is _____.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as _____.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Responsible Person Connected with the Transaction

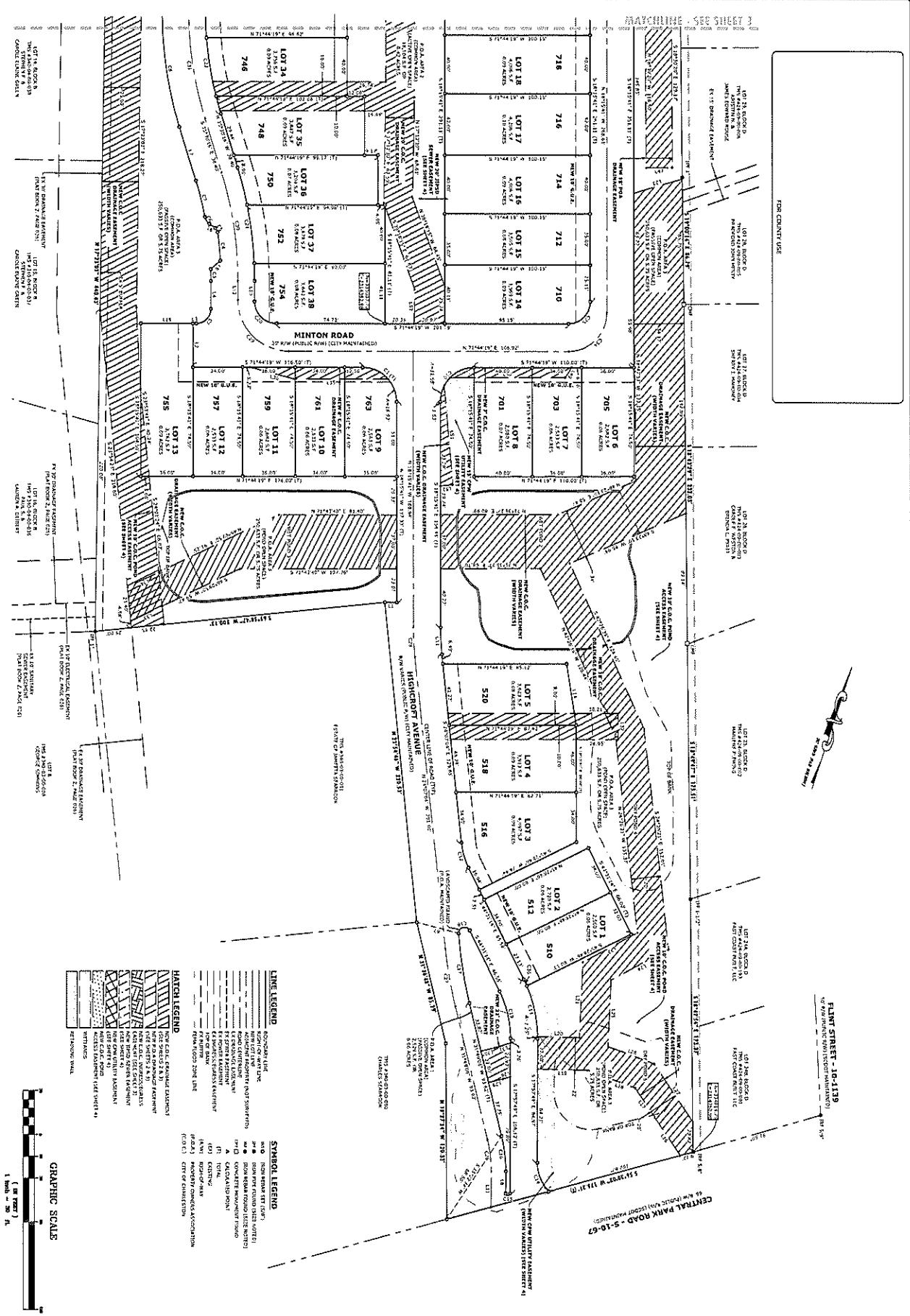
Southcoast DFH Charleston LLC

Print or Type Name Here

Sworn this 24th day of October 2024
Encarna K. Robinson
Notary Public for South Carolina
My Commission Expires: 12/21, 2032



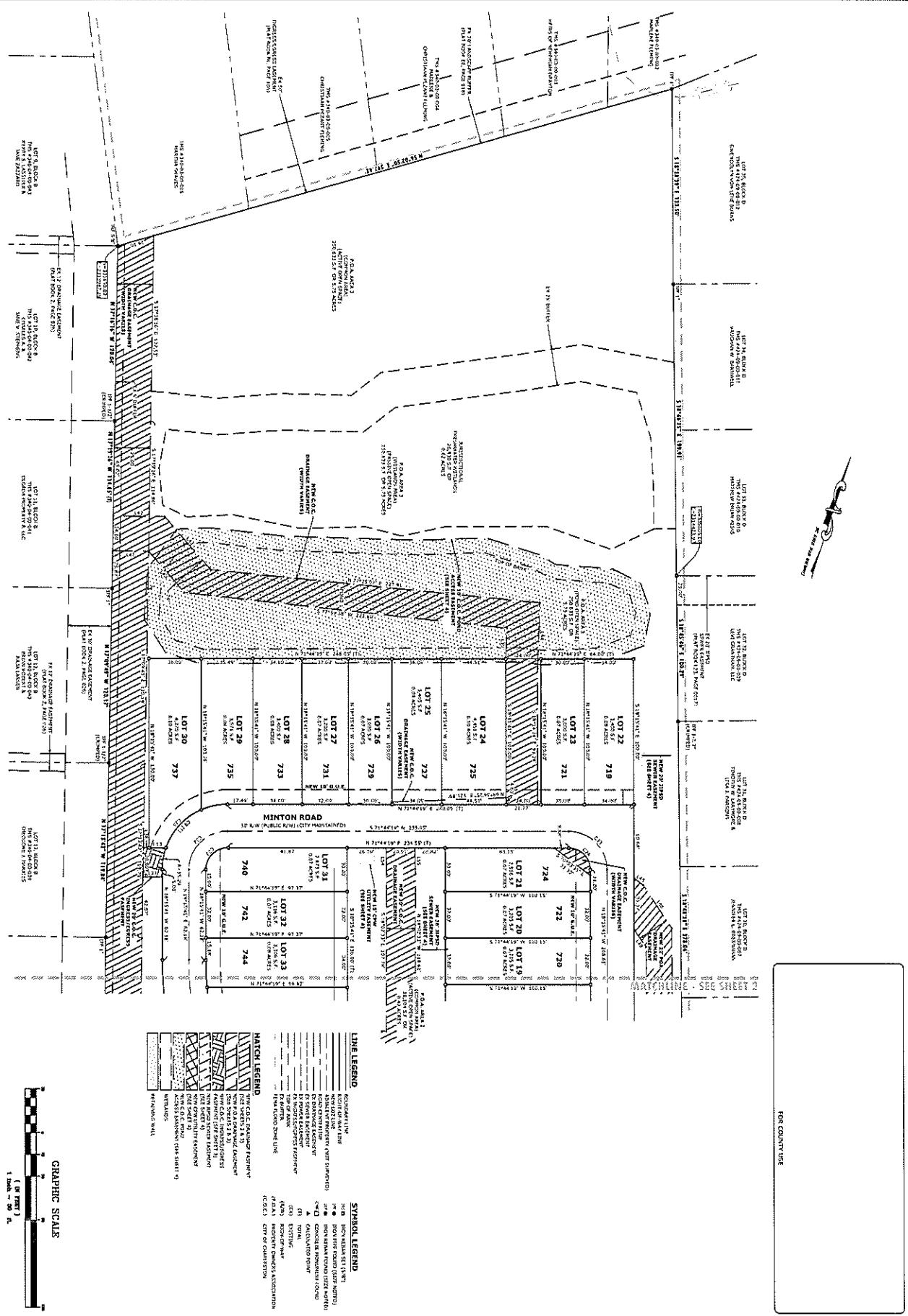
FOR COUNTRY USE



**FINAL SUBDIVISION PLAT OF
CENTRAL PARK
MASTER DEVELOPMENT
TMS #340-03-00-007
PROPERTY OWNED BY
OUTCOAST DFH CHARLESTON, LLC
PREPARED FOR DREAM FINDERS HOMES
ESTON, CHARLESTON COUNTY, SOUTH CAROLINA**



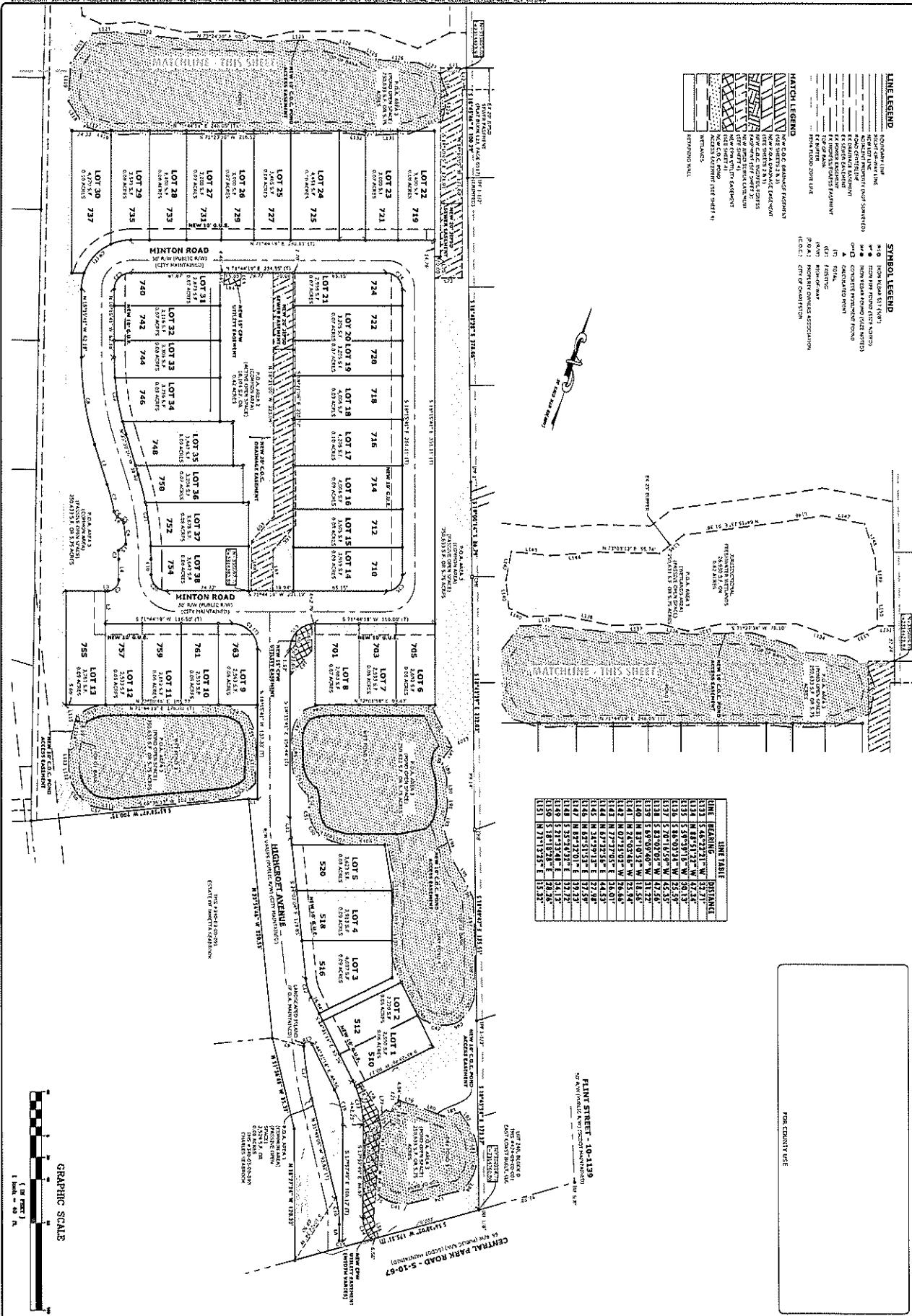
FORESIGHT SURVEYING, LLC



FINAL SUBDIVISION PLAT OF
CENTRAL PARK
USTER DEVELOPMENT
TMS #340-03-00-007
PROPERTY OWNED BY

FINAL SUBDIVISION PLAT OF
CENTRAL PARK
CLUSTER DEVELOPMENT
TMS #340-03-00-007
PROPERTY OWNED BY
SOUTHCOST DHM CHARLESTON, LLC
PREPARED FOR DREAM FINDERS HOMES
CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

FORESIGHT SURVEYING, LLC



FINAL SUBDIVISION PLAT OF
CENTRAL PARK
MASTER DEVELOPMENT
THS #340-03-007
PROPERTY OWNED BY
SOUTHCOST DH CHARLESTON, LLC
PREPARED FOR DREAM FINDERS HOMES
ESTON, CHARLESTON COUNTY, SOUTH CAROLINA

FORESIGHT SURVEYING, LLC



CPR COMMITTEE and/or COUNCIL AGENDA

TO: William S. Cogswell Jr., Mayor
FROM: Ron Bucci / Andrew Jones **DEPT.** Stormwater Management
SUBJECT: BARBERRY WOODS IMPROVEMENT FEE AMENDMENT #8

REQUEST: Approval of Fee Amendment #8 with W.K. Dickson & Co., Inc., in the amount of \$398,050.00 for additional scope to include project management, construction administration, resident construction observation, and construction materials testing services, etc.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** January 28, 2025

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

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>Melissa Cruthirds</u>	<input type="checkbox"/>
Dir. of SW Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>TJ</u>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

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

If yes, provide the following: Dept/Div Public Svc-Engineering Acct # Capital Engineering

Balance in Account \$398,050.00 Amount needed for this item \$398,050.00

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: Approval of Fee Amendment #8 will increase the professional services contract by \$398,050.00 (from \$1,504,848.00 to \$1,902,898.00). Funding for this project comes from the Drainage Fund (\$8,156,843.00), the SC Conservation Bank (\$100,000.00) a SCOR ASIP Grant (\$4,600,000.00) and SCOR ASIP Grant Amendment #1 (\$330,000).

Mayor's Signature: William S. Cogswell Jr., Mayor

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

This is EXHIBIT K, consisting of [18] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated August 6, 2020 .

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 8

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: City of Charleston

Engineer: W. K. Dickson & Co., LLC.

Project: Barberry Woods Drainage Improvements

Nature of Amendment:

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Please refer to Attachment A, Scope of Services, dated December 18, 2024.

Agreement Summary:

Original agreement amount:	\$ 498,070.00
Net change for prior amendments:	\$ 1,006,778.00
This amendment amount:	\$ 398,050.00
Adjusted Agreement amount:	\$ 1,902,898.00

Change in time for services (days or date, as applicable): 365 Additional Calendar Days

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: City of Charleston, SC

ENGINEER: W. K. Dickson & Co., LLC.

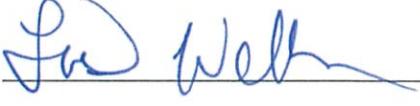
By: _____

Print

name: _____

Title: _____

Date Signed: _____

By: 

Print

name: Lisa Wells, PE

Title: Practice Director

Date Signed: 1/7/2015

ATTACHMENT A

SCOPE OF SERVICES

CITY OF CHARLESTON, SC

BARBERRY WOODS DRAINAGE IMPROVEMENT PROJECT – CONSTRUCTION ADMINISTRATION AND OBSERVATION SERVICES

December 18, 2024

CONSULTANT provided services will be on a Time and Expense (T&E) contact with specific contract task amount limits specified in the Compensation Section. After a scope section is completed and there are additional funds remaining in a task, these funds can be utilized to perform additional work as agreed to with the OWNER.

The following services shall be provided by the CONSULTANT:

1.0 PROJECT ADMINISTRATION

The CONSULTANT will administer the project in a manner so as to be responsive to the needs and schedule of the Owner and assure the quality of the product. The following project administration efforts will include but not be limited to the following items:

1.1 *Project Formulation and Work Plan Manual*

The CONSULTANT shall develop Project Work Plan Manual, perform project planning and formulation and shall manage the process to ensure the quality control program throughout the life of the project.

1.2 *Project Billing Administration*

The CONSULTANT shall oversee the project team relative to ensuring budget, schedule and conformance to the project scope on a day-to-day basis up to eight (8) months from City Council approval of the construction contract. The CONSULTANT shall also provide a minimum of two project contacts for the Owner so that at any time, someone familiar with the project can be available to the Owner if questions, comments, concerns, or other project needs arise.

Also, the CONSULTANT shall maintain a project cost accounting system throughout the life of the project and will maintain a project filing system throughout the life of the project to use for storage and retrieval of project documents.

This task also includes update the project schedule (formally) if during the life of the project a substantial deviation in the schedule occurs for any reason, where additional monthly management fees shall be renegotiated if the schedule is substantially extended. All other minor schedule updates will occur in the monthly project reporting.

All project final deliverables will be certified (signed, sealed and dated) by a professional engineer and/or surveyor registered in the state of South Carolina. CONSULTANT will participate in project closeout and ensure it is completed on a timely basis.

Project Management is anticipated to occur on an ongoing basis throughout the entire project for up to eight (8) months from Notice to Proceed.

1.3 *Monthly Status Meetings*

The CONSULTANT shall meet with the Owner's Project Team as appropriate throughout the life of the project via conference call or be available to answer project-related questions on a regular basis via phone calls and email. It is assumed that the CONSULTANT will attend eight (8) monthly virtual progress meetings.

1.4 *Monthly Status Reports*

The CONSULTANT shall prepare and submit via email a monthly progress report to update the project schedule, list milestones achieved, provide current status of each major task, support and document schedule changes, update product costs and justify any proposed changes to the schedule or budgets. Monthly progress reports are due at the end of each month and shall approximately coincide with monthly project invoicing. It is assumed that eight (8) monthly status reports will be prepared.

2.0 CONSTRUCTION ADMINISTRATION

2.1 *Pre-Construction Meetings*

The CONSULTANT shall conduct both an on-site and the virtual City of Charleston Pre-Construction Meetings with the Contractor's representatives, SCOR representatives, the City's staff, and the CONSULTANT's sub-consultants as necessary. The CONSULTANT shall provide assistance to the City as needed during these meetings in interpreting the plans and specifications, answering the Contractor's questions, and attending a site walk with the Contractor. The CONSULTANT will provide Meeting documentation for project records.

2.2 *Monthly Construction Progress Meetings*

The CONSULTANT shall conduct on-site monthly scheduled construction progress meetings with the Contractor's representatives, the City's staff, and the CONSULTANT's sub-consultants as necessary. Such meetings shall be maintained throughout the entire construction period and shall be for the primary purpose of assessing the progress of the work. The CONSULTANT will provide Meeting documentation for project records. It is assumed that there will be no more than eight (8) monthly on-site construction progress meetings.

2.3 *Construction Oversite Visits*

The CONSULTANT shall conduct periodic Construction Oversite visits to ensure the Contractor's work is conforming to the Construction Contract Documents and will provide assistance in interpreting the plans and specifications. These site visits will occur more regularly during specialty item installation, including the cascade installation, box culvert installation, woody material placement and wetland planting. It is assumed that at least one (1) visit per month will occur outside of the regularly scheduled Construction Progress Meetings.

2.4 *Contractor Pay Application Review and Approval*

The CONSULTANT shall promptly review and approve or take other appropriate action upon the Contractor's submittals of their monthly payment application. During this review, the CONSULTANT shall verify that each requested payment item conforms with the design concept expressed in the Construction Contract Documents. The CONSULTANT's action shall be taken with such reasonable promptness as to cause no delay in the work or in the Project schedule. It is assumed that there will be no more than eight (8) payment applications to evaluate.

2.5 *Shop Drawing Reviews*

The CONSULTANT shall promptly review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples for the purpose of: (1) compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (2) determining whether or not the work, when completed, will be in conformance with the design concept expressed in the Construction Contract Documents. The CONSULTANT's action shall be taken with such reasonable promptness as to cause no delay in the work or in the Project schedule. The CONSULTANT's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The CONSULTANT shall receive contractor submittals for compliance with contract documents, review them, and properly distribute to the contractor and City. It is assumed that there will be no more than twenty-five (25) contractor submittals to evaluate.

2.6 Respond to Contractor's Requests for Information

The CONSULTANT shall promptly review and respond to the Contractor's Requests for Information (RFI) with such reasonable promptness as to cause no delay in the work or in the Project schedule. It is assumed that there will be no more than thirty-two (32) RFIs will be evaluated.

2.7 Negotiate, Review and Prepare Change Orders

The CONSULTANT shall promptly review and respond to the Contractor's Requests for Change Orders with such reasonable promptness as to cause no delay in the work or in the Project schedule. The CONSULTANT will work with the Contractor and the City to make sure each Change Order reflects the value of the additional work proposed and that the proposed quantities fall within conformance to the Construction Contract Documents. It is assumed that no more than three (3) change orders will be evaluated.

2.8 Issue Bulletin Drawings

The CONSULTANT shall, as needed, promptly create and issue any Bulletin Construction Drawings with such reasonable promptness as to cause no delay in the work or in the Project schedule. Bulletin Construction Drawings will be issued to address any field changes or design clarifications that might arise during construction. It is assumed that there will be no more than four (4) bulletin drawing submittals will be issued.

2.9 Conduct Final Inspection

The CONSULTANT is responsible for scheduling and conducting a pre-final site visit to establish initial punch list items. The CONSULTANT shall conduct a final review of the Project with the City's Project Manager and appropriate Project Stakeholders to check the conformance of the work with the requirements of the Construction Contract Documents. The City shall issue the formal letter of acceptance and set the date for the beginning of the warranty phase.

2.10 Record Drawings

The CONSULTANT shall comply with the requirements in the "Record Drawing Checklist" as indicated by the City of Charleston Department of Public Service, Engineering Division "Engineering Division Record Drawing Checklist" (2017) and the "Stormwater Record Drawing Checklist" (2020).

These requirements specify how to produce, collect, and maintain records regarding infrastructure improvement designs and changes made to such designs during the construction process.

a. Completion of Construction

The CONSULTANT's Observer shall finalize the annotated final drawings by ensuring that annotations describing field changes have been added and that the additions are complete and clear. The annotations should include any sketches, narratives, dimensions or other information that may be helpful in describing the changes.

b. Compilation and Certification

The CONSULTANT will review the annotated plan set to the "designer of record" to determine if there were obvious errors or changes to the intent of the design and for the purposes of creating "Record Drawings" for the Project. The "designer of record" is the Engineer who sealed the final design drawings, approving them for construction. The CONSULTANT shall use the annotated plan set to develop a set of "Record Drawings," generally within four (4) calendar weeks. Both a PDF and an AutoCAD Record Drawing file will be provided to the OWNER.

If the CONSULTANT did not personally observe or verify the changes, the CONSULTANT shall indicate the source of the information for the changes and provide language disclaiming any personal field verification.

The CONSULTANT shall sign and seal the "Record Drawings" in accordance with guidance issued in the "Record Drawing Checklist" issued by the City of Charleston Department of Public Service – Engineering dated 2017 to ensure that the information is ready for release and has been reviewed by a professional engineer. The CONSULTANT submits the signed and sealed "Record Drawings" to the City's Project Manager.

The CONSULTANT shall submit one (1) set of reproducible "Record Drawings", both digital and hard copies, and the annotated drawings they are based upon to the City's Project Manager for review.

2.11 One Year Warranty Inspection and Issue Warranty List

The CONSULTANT shall conduct with appropriate City officials and Contractors' representatives, one Warranty-phase inspections for the Project, at eleven (11) months after the beginning of the guarantee period.

3.0 RESIDENT PROJECT REPRESENTATIVE (RPR)

3.1 Resident Project Representative

The following scope highlights the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative.

- A. CONSULTANT shall furnish a Resident Project Representative ("RPR") to assist CONSULTANT in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is CONSULTANT's representative at the Site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, CONSULTANT shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, CONSULTANT shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall CONSULTANT (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The CONSULTANT (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with CONSULTANT and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of CONSULTANT.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with CONSULTANT concerning acceptability of such schedules.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but

not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as CONSULTANT's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist CONSULTANT in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to CONSULTANT regarding such RFIs. Report to CONSULTANT when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit CONSULTANT's clarifications, interpretations, and decisions to Contractor.,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify CONSULTANT of availability of Samples for examination.
 - c. Advise CONSULTANT and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or CONSULTANT.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to CONSULTANT. Transmit CONSULTANT's response (if any) to such suggestions to Contractor.

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9. *Review of Work; Defective Work:*

- a. Report to CONSULTANT whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform CONSULTANT of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to CONSULTANT for addressing such Work; and
- c. Advise CONSULTANT of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with CONSULTANT in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CONSULTANT.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, CONSULTANT's clarifications and interpretations of the Construction Contract Documents,

progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
- c. Upon request from Owner to CONSULTANT, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to CONSULTANT.

12. *Reports:*

- a. Furnish to CONSULTANT periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to CONSULTANT proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to CONSULTANT and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

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14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CONSULTANT for review and forwarding to Owner prior to payment for that part of the Work.
15. *Completion:*
 - a. Participate in CONSULTANT's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - b. Participate in CONSULTANT's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of CONSULTANT's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by CONSULTANT.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

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8. Authorize Owner to occupy the Project in whole or in part.

3.2 *Resident Project Representative Management*

The CONSULTANT will provide management of the full-time resident project representative to ensure that all duties, responsibilities and authority as outlined in this scope is executed per this contract. This will include management of the on-site residential construction observer who will represent the CONSULTANT and the City for the duration of this contract.

4.0 CONSTRUCTION MATERIALS TESTING SERVICE

4.1 *Construction Materials Testing Service*

The CONSULTANT will provide testing technicians to perform construction material testing services. These technicians will be working under the supervision of a project manager and professional engineer who are familiar with the project testing requirements. The following scope of services are anticipated for this project:

- Soils
 - Obtaining samples of structural fill/backfill material for laboratory testing consisting of soil classification and Standard Proctor.
 - Perform spot-check density tests of backfill over the installed box culvert.
 - Perform laboratory testing to determine material properties and conformance with specifications as well as pH testing and hydraulic conductivity testing.

The results of these observations and testing will be presented in a Daily Report that will be provided to the RPR.

4.2 *Construction Materials Testing Service Management*

The CONSULTANT will provide management of the construction materials testing effort to ensure that all duties, responsibilities and authority as outlined in Section 4.1 is executed per this contract. This will include management of the material testing technician, material testing project manager and material testing Professional Engineering who will represent the CONSULTANT and the City while on-site for the duration of this contract.

5.0 UNSPECIFIED ADDITIONAL SERVICES

Engineering services described in this Scope do not include certain categories of work, which are usually referred to as "Unspecified Additional Services." The Engineer will provide Unspecified Additional Services only upon receipt of written authorization from the City. To the extent possible, the CONSULTANT will notify the City in advance if the need for Unspecified Additional Services is anticipated. Additional Unspecified Services include:

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- Additional Hourly Services not listed above under "Scope of Services."
- Other professional services related to the Project, but not specifically described in this Scope of Services, which are identified and authorized in writing by the City.

6.0 REIMBURSABLES

Reimbursables shall include costs for reproduction of plans (if required), specifications, exhibits, color exhibits, general correspondence, etc.; postage and courier fees; travel, meals, and lodging; and other miscellaneous expenses.

Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

A. Owner shall pay CONSULTANT for Basic Services set forth in Exhibit A, except for services of CONSULTANT's Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and CONSULTANT's Consultants' charges, if any.
2. The Standard Hourly Rates charged by the CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or CONSULTANT's Consultants' charges.
3. CONSULTANT's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C.
4. The total compensation for services under Paragraph C2.01 is estimated to be \$ 398,050.00 based on the following estimated distribution of compensation:

Phase	Task	Description	Hourly Fee
1.0		Project Management	\$ 23,300.00
	1.1	Project Formulation and Work Plan Manual	\$ 4,900.00
	1.2	Billing Administration	\$ 10,100.00
	1.3	Monthly Status Meetings	\$ 5,000.00
	1.4	Monthly Status Reports	\$ 3,300.00
2.0		Construction Administration	\$ 209,000.00

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	2.1	Pre-Construction Meeting	\$ 7,200.00
	2.2	Monthly Construction Progress Meetings	\$ 49,800.00
	2.3	Construction Oversight Visits	\$ 35,500.00
	2.4	Contractor Pay Application Review and Approval	\$ 8,400.00
	2.5	Shop Drawing Review	\$ 33,700.00
	2.6	Respond to Contractor's Requests for Information	\$ 21,800.00
	2.7	Negotiate, review and prepare Change Orders	\$ 8,700.00
	2.8	Issue Bulletin Drawings	\$ 10,100.00
	2.90	Conduct Final Inspection	\$ 8,600.00
	2.10	Record Drawings	\$ 18,600.00
	2.11	One Year Warranty Inspection and Issue Warranty List	\$ 6,600.00
3.0		Resident Construction Observation	\$ 137,000.00
	3.1	Resident Construction Observation	\$ 91,000.00
	3.2	Resident Construction Observation Management	\$ 46,000.00
4.0		Construction Materials Testing Services	\$ 7,700.00
	4.1	Construction Materials Testing Services-SCI	\$ 6,400.00

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	4.2	Construction Materials Testing Management-WKD	\$ 1,300.00
5.0		*Unspecified Additional Services	\$ 15,000.00
6.0		Project Reimbursables	\$ 6,050.00
			\$ 398,050.00

The subtotal, excluding the total RPR-1 Fee, is \$307,050.00. As indicated in the Compensation Packet RPR-1, the total RPR-1 fee is \$91,000. The overall Contract fee, including the above-stated base compensation and RPR-1 Fee, is \$398,050.00.

5. CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total contract amount of \$398,050.00 unless approved in writing by Owner.
6. The total estimated compensation for CONSULTANT's services incorporates all labor, overhead, profit, Reimbursable Expenses, and CONSULTANT's Consultants' charges

B. *Period of Service:* The compensation amount stipulated above is conditioned on a period of service not exceeding 8 months. If such period of service is extended, the compensation amount for CONSULTANT's services shall be appropriately adjusted.

Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

C. Owner shall pay CONSULTANT for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of CONSULTANT's Resident Project Representative, if any, under Paragraph D1.01 of Exhibit D, the Standard Hourly Rate amount of \$130 per hour. The total amount for this service is \$91,000.00. The Standard Hourly Rate Schedule includes compensation for the Resident Project Representative's services. Appropriate amounts have been incorporated in the Standard Hourly Rate Schedule to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses) related to the Resident Project Representative's Services.

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2. *Resident Project Representative Schedule:* The Standard Hourly Rate Schedule is based on a half-time RPR services, assuming 20-hours a week, on an eight-hour workday Monday through Friday over an eight-month construction schedule. Modifications to the schedule shall entitle the CONSULTANT to an equitable compensation adjustment for RPR services.

Standard Hourly Rate Schedule is subject to review and adjustment. The Standard Hourly Rates for this contract as of the date of the Agreement are:

PROJECT ADMINISTRATION (WKD)	\$100 / hour
ENVIRONMENTAL PROFESSIONAL (BIOHABITATS)	\$175 / hour
RESIDENT CONSTRUCTION OBSERVER (WKD)	\$130 / hour
SENIOR RESIDENT CONSTRUCTION OBSERVER (WKD)	\$155 / hour
SENIOR DESIGNER (WKD)	\$165 / hour
PROJECT ENGINEER (WKD)	\$185 / hour
ENGINEERING MANAGER (WKD)	\$230 / hour
SENIOR PROJECT MANAGER (WKD)	\$255 / hour
SENIOR PROJECT MANAGER (BIOHABITATS)	\$285 / hour

For any hourly amendments to this contract that are outside of the Overall Contract Fee, including the stated base compensation, a Standard Hourly Rate Schedule will be mutually agreed upon by the CONSULTANT and Owner will be prepared at the time of the requested contract amendment.

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H5.)

January 14, 2025

Josh Martin, Special Advisor
City of Charleston | Executive Department
80 Broad St.
Charleston, SC 29401

RE: Knee Wall Wave & Water Level Impacts Assessment

JMT Project No: 24-03086-001

Mr. Martin,

JMT is pleased to submit this proposal to the City of Charleston for services requested by the USCG related to the assessment of wave and water level impacts to the USCG facility in the vicinity of the proposed knee wall along Lockwood Boulevard (Reference: City, USCG, and JMT email communications through December 31, 2024 concerning potential flood impacts from the knee wall).

Project Understanding

Per the City's preference, JMT understands the assessment of impacts will focus on two areas: 1) USCG Station Charleston at 166 Tradd Street, and 2) terminus of the proposed Lockwood floodwall at City Marina, Building 3. The deliverable will be a summary memo of the qualitative impacts assessment plus meetings with the City and third parties.

Proposed Scope

I. IMPACTS ASSESSMENT STUDY

1. Project Management, Coordination, and Meetings: JMT will apply project management tracking and monitoring controls during the duration of this project. JMT will coordinate, attend, and document meetings pertaining to the scope tasks herein.

Deliverables:

- Project status (i.e., scope, schedule, budget, and quality control) and communications
- Invoices
- Meeting agendas, notes, and/or minutes

2. Water Level Extremes: JMT will collect and summarize three primary sources of extreme water levels from the following sources: 1) FEMA FIS, 2) USACE SACS, and 3) NOAA Extreme Water Levels. This information will be used in conjunction with the knee wall physical parameters such as its height to determine and characterize inundation and overtopping levels relevant to the impacts assessment. This would also be used in Task I.3 to evaluate potential wave deflection impacts and if depth-limited wave conditions would prevail at various water levels under review.

Deliverables:

- Plots of flood frequency water levels superimposed with knee wall crest elevations.

3. Wave Deflection: JMT will evaluate potential wave deflection from the knee wall and whether (and potentially how) deflected waves might impact the two sites. JMT expects some variations in wave deflection characteristics dependent upon water levels evaluated in Task I.2. JMT will evaluate depth limited wave conditions for the range of water levels determined in Task I.2. JMT will use guidance from the USACE CEM to assess wave deflection and depth limited conditions.

Deliverables:

- Estimates of deflected wave heights and depth limited conditions.

4. Qualitative Flood Impacts Assessment: Based on results of Tasks I.2 and I.3, JMT will assess flood impacts at the two sites with and without the knee wall. This will include an assessment of potential changes in flood heights (or peak levels) and extents (as applicable for various water level extremes). The impacts assessment will also characterize potential impacts from deflected waves.

Deliverables:

- Figures, tables, and GIS maps depicting potential flood impacts with/without the knee wall for the two sites.

5. Qualitative Impacts Assessment Summary Memo: JMT will summarize Tasks 2-4 in a memo that will summarize each task's objective and the outcomes from each. JMT will include summary of any critical impacts (and, if applicable, potential solutions to mitigate the same).

Deliverables:

- Summary Impacts Assessment Memo

II. ASSUMPTIONS

A. This scope assumes the RFIs will impact the schedule and will be fulfilled within 2-4 weeks of JMT's request unless otherwise negotiated with the City; adjustments to the schedule will be made accordingly at the time the RFI responses have been received.

III. PROJECT SCHEDULE

JMT estimates being able to begin work within fifteen (15) business days after being issued a Notice to Proceed or receipt of requested materials to review, whichever occurs last. JMT estimates approximately 2-4 weeks would be required to complete the Impacts Assessment Study. JMT estimates approximately 4-8 weeks would be required to complete II. Additional Modeling Services.

IV. CLIENT RESPONSIBILITIES

A. Provide information requested in the RFIs.

V. COMPENSATION

- A. "Services" upon which compensation is based, were determined from conversations and correspondence with Josh Martin at the City of Charleston.
- B. "Services" will be provided for a lump sum fee of \$15,800 for the initial study. These services will be invoiced monthly based on the following amounts:

Services	Fee
Impacts Assessment Study	\$15,800

This scope may be amended as needed according to your project requirements and JMT will readily modify any effort or fees at your request should needs or preferences change. The standard terms and conditions for this work shall be as noted below. If you have any questions or need further information, please do not hesitate to contact me at 843-779-3700 or joconnor@jmt.com.

Respectfully,
Johnson, Mirmiran, and Thompson



Jim O'Connor
Sr. Vice President
South Carolina Operations Manager

CONTRACT MODIFICATION FORM

City of Charleston

Contract Amendment for Professional Services

Project: **Professional Services for Lockwood Drive Seawall**

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

A/E: **Johnson, Mirmiran & Thompson, Inc.
235 McGrath Darby Blvd, Suite 275
Mount Pleasant, SC 29464**

Contract Date: **January 24, 2020**

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

1. Description of the Contract Amendment:

This scope revision is for services requested by the USCG related to the assessment of wave and water level impacts to the USCG facility in the vicinity of the proposed knee wall along Lockwood Boulevard (Reference: City, USCG, and JMT email communications through December 31, 2024 concerning potential flood impacts from the knee wall). Please see attached proposal from JMT dated January 14th, 2025.

2. Adjustments to the Contract Sum:

Original Contract Sum	\$ 39,218.00
Change by Previously Approved Contract Amendments.....	\$ 0.00
Contract Sum prior to this Contract Amendment.....	\$ 303,465.00
Amount of this contract Amendment, complete.....	\$ 15,800.00
New Contract Sum, including this Contract Amendment	\$ 319,265.00

3. Adjustments in Contract Time:

Original Date for Contract Completion.....	<u>N/A</u>
Change in Days by Previously Approved Contract Amendments	<u>N/A</u>
Change in Days for this Contract Amendment	<u>N/A</u>
New Date for Contract Completion.....	<u>N/A</u>

ARCHITECT/ ENGINEER:

Johnson, Mirmiran & Thompson, Inc. (JMT)

(Date)

OWNER:

William S. Cogswell Jr., Mayor

(Date)

ORIGINAL JMT CONTRACT

**City of Charleston Contract for
Small Professional Services under \$100,000.00 without construction management**

THIS CONTRACT, made this 24 day of January, 20 20 by and between

The Owner: City of Charleston and the A/E: Johnson, Mirmiran & Thompson, Inc.
Department of Stormwater Management 952 Houston Northcutt
2 George Street, Suite 2100 Mt Pleasant, SC 29464
Charleston, SC 29403

WHEREAS the Owner requires the delivery of professional Engineering Services ("Work"), as a part of the Lockwood Drive Seawall Preliminary Engineering Study Project ("Project") as outlined in the Proposal for Preliminary Engineering Services ("Service" or "Scope of Services"), dated December 12, 2019, prepared by Johnson, Mirmiran & Thompson for Johnson, Mirmiran & Thompson, Inc. which is marked as Exhibit A and attached hereto as if fully written herein.

Lockwood Drive Seawall Preliminary Engineering Study
(Project Number) (Project Name)

WHEREAS, the A/E, whose SC professional license is 3943, is prepared and qualified to provide such Services.

NOW THEREFORE, the Owner and A/E agree to all of the following:

The Services required herein are set forth in the attached EXHIBIT A, which shall be performed in accordance with the Terms and Conditions contained on pages 2 through 4 of this Contract. Services shall be performed and Payments for acceptable work shall be made in accordance with the following:

MILESTONE	SCHEDULE	PHASE FEE (%)
<u>Field Exploration and Data Gathering</u>	<u>1 months</u>	<u>\$7,644.00.</u>
<u>Preliminary Engineering and Concept Report</u>	<u>2 months</u>	<u>\$31,574.00.</u>
TOTAL <u>\$39,218.00.</u>		

The **CONTRACT SUM** payable to the A/E shall be:

Lump Sum of \$ 39,218.00.
 Actual costs based on A/E's Hourly Rate & Reimbursable Schedule
attached as Exhibit B, Not-to-Exceed \$ N/A.

REIMBURSABLES:

Expenses shall be reimbursed at actual cost plus 10%, Not-to-Exceed..... \$ N/A.
 Expenses included in Lump Sum

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

OWNER: City of Charleston

A/E: Johnson, Mirmiran & Thompson, Inc

BY: John J. Tecklenburg, Mayor
John J. Tecklenburg, Mayor

BY: James K O'Connor, PE
James K O'Connor, PE

ITS: Vice President

ATTACHMENTS

1. Exhibit A: Project Scope
2. Exhibit B: Additional Services Rate Schedule

**Terms and Conditions of the City of Charleston
Professional Services Contract**

ARTICLE 1 - GENERAL

- A. The A/E agrees to provide professional services to the Owner as required by the Scope of Services requested by the Owner as set forth in Exhibit A.
- B. The A/E accepts the relationship of trust and confidence established between A/E and Owner by this Contract.
- C. The A/E covenants with the Owner that he/she possess the required degree of learning, skills, and experience that is ordinarily possessed by similarly situated professionals, that he/she will utilize reasonable and ordinary care and diligence in the exercise of his/her skills to accomplish the Scope of Services, and that he/she will use good professional judgment in performing the Scope of Services.
- D. The A/E agrees to cooperate with the Owner and any other contractor in furthering the interests of the Owner.

ARTICLE 2 – A/E'S RESPONSIBILITIES

- A. The A/E shall designate one or more representatives to be assigned for the duration of the Project. These representatives shall be authorized to act on behalf of the A/E in all matters related to the A/E's performance(s) under this Contract. The A/E shall not replace a designated representative without notice to the owner and with good cause shown.
- B. The A/E shall notify the Owner, in writing, of information necessary from the Owner for the project. A/E shall allow sufficient time for Owner to acquire and respond with such information.
- E. The A/E shall provide all Scope of Services using persons, including the staff of A/E's Consultants and Additional Consultants, who possess the required degree of learning, skills, and experience that is ordinarily possessed by similarly situated professionals, that they will utilize reasonable and ordinary care and diligence in the exercise of their skills to accomplish the Scope of Services, and that they will use good professional judgment in performing the Scope of Services.
- C. The A/E shall manage and coordinate the A/E's services, consult with the Owner, research applicable design criteria, attend all Project meetings, communicate with members of the Project team and report progress to the Owner.
- D. The A/E shall have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Services in the City of Charleston and as required by this Contract.
- E. The A/E shall be entitled to rely on the accuracy of information provided by the Owner. Notwithstanding the foregoing, A/E shall review all information provided by the Owner and shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner.
- F. The A/E shall be entitled to additional compensation if required to provide services beyond those Services set forth in Exhibit A. The A/E shall be compensated for these additional services as agreed by both parties based on projected time and expense for the additional services as outlined in Exhibit B.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

- A. The Owner shall provide all available programmatic and budgetary requirements for the Project.
- B. The Owner shall designate one or more representatives with authority to act on the Owner's behalf in all matters related to the Owner's duties under this Contract.
- C. The Owner shall provide the A/E with available information about the site and work area that is necessary for the A/E to perform the Services. The owner shall cooperate with the A/E in the identification and acquisition of any additional information required.
- D. The Owner shall make timely decisions on all issues related to the Contract and shall promptly advise the A/E of any errors or deficiencies in the A/E's performance under this Contract.

ARTICLE 4 – ADDITIONAL CONSULTANTS

- A. It is agreed that the attached Exhibit A shall have identified all professional and technical disciplines and their providers required for the performance of the A/E's services, and that the fees for such personnel are incorporated into the Contract Sum set forth on page one (1) of this Contract.
- B. Additional Consultants may be employed to perform portions of the Services under this Contract as required and approved by the Owner in advance. The A/E may apply a multiplier, not to exceed 1.1, to the approved fees of such Additional Consultants.

ARTICLE 5 – LIMITATIONS AND REPRESENTATIONS OF RESPONSIBILITY

- A. The A/E shall not be responsible for the failure of any contractor, sub-contractor, vendor, or other Project participant, not under contract to the A/E, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes.
- B. The A/E shall indemnify and save harmless the Owner and the Owner's officers, agents and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the A/E, its agents, or employees or subcontractors in the performance of this Contract. When the Owner submits notice, A/E shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity

ARTICLE 6 – DOCUMENTS

- A. At the completion of the Project, the A/E shall provide to the Owner all contract documents, electronically, on a Computer Disk or thumb drive. Specifications shall be in Microsoft Word format and as-built drawings shall be in AutoCAD 2000 format.
- B. All documents prepared or furnished by the A/E pursuant to this Contract are instruments of service and the A/E shall maintain an ownership and property interest therein.
- C. Documents prepared or furnished by the A/E pursuant to this Contract may not be reused by the A/E on other projects or for other clients without the prior written permission of the Owner.
- D. The A/E hereby grants to the Owner a non-exclusive license to reproduce or otherwise utilize A/E's documents for the purposes of constructing, operating, maintaining, repairing, using, renovating, expanding, modifying or otherwise enjoying the beneficial use of the Project at no additional cost to the Owner. The A/E shall incur no liability for the Owner's reproduction or reuse of the A/E's documents.
- E. Consultants and Additional Consultants used by the A/E for the Services of this Contract shall be bound by the conditions of this Article.

ARTICLE 7 – PAYMENTS

- A. The Owner shall make payments to the A/E for undisputed work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- B. The A/E shall make payments to its Consultants and Additional consultants in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- C. If applicable, the A/E's request for payment under a NOT-TO-EXCEED contract shall be based on actual hours worked during the billing period, using the approved A/E's Hourly Rate and Reimbursable Schedule, not exceeding the scheduled amounts shown on Page 1 (one) of this Contract.
- D. All requests for payment shall be submitted in the form and manner required by the Owner, and shall be accompanied by appropriate supporting documentation.
- E. Payment under a Lump Sum contract shall be paid within thirty (30) days of receipt of the invoice. The invoice for the A/E's services shall be submitted to the City at the completion of the Scope of Services and after the City's acceptance of the work in its entirety.

ARTICLE 8 - DISPUTE RESOLUTION

The parties agree to attempt in good faith to resolve their disputes arising from a claim or controversy arising out of or relating to the contract. To the extent that the parties are unable to resolve a claim or controversy arising out of or relating to the Contract, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a State or Federal court located in the County in which the Owner maintains its principle place of business, in the State of South Carolina. The A/E agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the A/E pursuant to the Contract, including.

ARTICLE 9 - SUSPENSION AND TERMINATION

- A. The Owner may direct the A/E to suspend performance under this Contract at any time.
- B. The A/E may suspend its performance under this Contract if the Owner fails to make payments of undisputed amounts to the A/E as required by the terms of this Contract. Prior to the suspension of performance, the A/E shall give written notice to the Owner, and shall allow the Owner no fewer than twenty one (21) calendar days to make payment, otherwise the suspension may take effect without further notice by the A/E.
- C. Additional Consultants may be employed to perform portions of the Services under this Contract as required and approved by the Owner in advance. The A/E may apply a multiplier, not to exceed 1.1, to the approved fees of such Additional Consultants.
- D. If the performance of Services is suspended by either party for a period of more than thirty (30) days but less than one hundred eighty (180) days due to no fault of the A/E, the A/E's time schedules shall be equitably adjusted. If a project is interrupted for one hundred eighty (180) days or more due to no fault of the A/E, the A/E's compensation shall be equitably adjusted to provide for expenses incurred in resuming the A/E's services and the time schedules for the remaining Services shall be equitably adjusted.
- E. The Owner may terminate this Contract for the convenience of the Owner with not less than seven (7) days written notice to the A/E. The A/E shall be paid for all Work acceptably performed and reimbursable expenses incurred, up to the date of termination, and project closure costs as authorized by the Owner.
- F. If either party fails to substantially perform according to the terms of this Contract, the other party may terminate this Contract upon not less than seven (7) days written notice. The notice of termination shall set forth with specificity the grounds for termination and may, at the sole option of the terminating party, give the other party a stated period of time in which it may cure the alleged breach.

ARTICLE 10 – INSURANCE

- A. The A/E shall maintain all forms of insurance required by law in the State of South Carolina. The A/E shall also maintain insurance coverage for comprehensive, general liability, automobile liability, and workers' compensation (by statutory authority). Minimum insurance coverage limits shall be as required by law or as shown in Chapter 6 of the *Manual for Planning and Execution of State Permanent Improvements Part II*, whichever is greater.
- B. The A/E shall maintain Professional Liability Insurance for the duration of this Contract with a limit of \$1,000,000 per claim and annual aggregate, or such other amount as the Owner may request. This policy shall remain in effect for a minimum of 12 months after the date of issuance of the final Certificate of Payment by the A/E.

ARTICLE 11 – MISCELLANEOUS PROVISIONS

- A. The A/E and Owner each bind themselves, their partners, directors, officers, successors, executors, administrators, assigns and legal representatives in respect to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract without the written consent of the other party.
- B. This Contract represents the entire and integrated agreement between the Owner and A/E. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
- C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the A/E.
- D. Nothing in this Contract shall prevent the A/E from employing any independent consultant, associate, or subcontractor to assist in the performance of the Services.
- E. Unless otherwise included in the Contract, nothing shall require the A/E to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.
- F. Time and Expense Records of the A/E's personnel, consultants, and reimbursable expenses pertaining to the Services shall be kept on a generally recognized accounting basis, and shall be available to the Owner for audit at mutually agreeable times and places for a period no less than 3 years after the conclusion of this Contract.

ARTICLE 12 – ERRORS AND OMISSIONS

- A. Owner shall notify the A/E whenever the Owner believes the A/E's work contains errors or omissions, and the A/E shall agree to correct all errors and omissions without cost to the Owner.
- B. The A/E agrees to pay the Owner for any costs the Owner is responsible for paying as a result of any A/E error or omission. Each error and omission shall constitute a separate offense.

APPENDIX A: PROJECT SCOPE



December 12, 2019

Joe Swaim, Senior Engineering Project Manager
City of Charleston | Department of Stormwater Management
2 George Street | Charleston, SC 29401

RE: Proposal for Engineering Services – Lockwood Drive Seawall Preliminary Engineering Study
JMT Job No. 19-

Mr. Swaim:

Johnson, Mirmiran, and Thompson (JMT) is pleased to submit this proposal to provide this proposal for services related to the Lockwood Drive Seawall Preliminary Engineering Study in Charleston, South Carolina.

Project Understanding: It is JMT's understanding that the City wishes for JMT to provide a Preliminary Engineering Study to provide a retaining wall along Lockwood Blvd. The City also wishes to install check valves and a 36" Sluice gate in the corridor. The overall purpose of the wall is to eliminate "sunny day flooding" for the next 10-20 years until a permanent solution is implemented.

Proposed Scope

I. PRELIMINARY ENGINEERING SERVICES & CONCEPT REPORT

See attached Scope of Services narrative

II. PROJECT SCHEDULE

JMT estimates being able to begin work within five business days after being issued an NTP. Due to upcoming holidays, we suggest programming 2 months for completing DRAFT report and another 2 weeks for FINAL report after comments from City.

III. CLIENT RESPONSIBILITIES

A. Provide existing site survey, utility, etc. information and assist in coordination with stakeholders

IV. COMPENSATION

A. "Services" to be provided for a Lump Sum amount of \$39,218 based on our "project understanding".

B. Additional Services: will be provided on an hourly basis to the provided table of rates at such time that additional services are deemed necessary.

I thank you for your time and consideration in this matter. Should you have any questions regarding these items, please do not hesitate to call me at 843-556-2624 or at joconnor@jmt.com.

We appreciate the opportunity to work with you.
Very truly yours,

JOHNSON, MIRMIKAN & THOMPSON, INC.

A handwritten signature in black ink, appearing to read "JKO".

Jim O'Connor, P.E.
Vice President
JKO/cr

SCOPE OF SERVICES

The Scope of Services shall be as follows. Additional detail is provided on the following pages.

Field Exploration and Data Gathering

Task 1: Topographical Survey

Task 2: Geotechnical Exploration

Task 3: Permitting Research

Task 4: Utility Research

Preliminary Engineering & Concept Report

Task 5: Analysis of Applicable Wall Type, Aesthetics and Sidewalk Impacts

Task 6: Determination of Slope Stabilization Needs

Task 7: Stormwater Accommodations (check valves and sluice gate)

Task 8: Estimates of Construction Costs

Task 9: Stakeholder meetings and Coordination

Task 10: Concept Plan Development

Task 11: Delivery of Concept Report

Field Exploration and Data Gathering

Task 1: Topographical Survey and Wetland Delineation

- Existing Lidar to be used for Preliminary Engineering. No field survey included at this time.
- Existing critical line will be delineated by GPS for use in the Concept study. The line will not be submitted and certified by USACOE at this stage of the project.

Task 2: Geotechnical Exploration

- Existing geotechnical data from adjacent projects to be used for Preliminary Engineering. No new geotechnical exploration to be proposed at this time.

Task 3: Permitting Research

- Staff will conduct research into the need for, and requirements of, permits with the following agencies:
 1. SCDOT Encroachment Permit Preliminary discussion (No permit submittal at this time)
 2. USACOE/SCDHEC-OCRM Permit
 3. City and SCDHEC stormwater

Task 4: Utility Research

- Staff will coordinate with utility providers in the area such as Charleston Water Systems, Dominion Power and other providers, for potential impacts and any relocation needs.
- If conflicts are determined to exist, staff will provide recommendations for addressing conflicts, including possible removal and reinstatement, in the concept report.

Preliminary Engineering & Concept Report

Task 5: Analysis of Applicable Wall Type, Aesthetics and Sidewalk Impacts

- Staff will participate in 1 kick-off meeting with City prior to commencing the project
- Staff will review existing documents for feasibility of the proposed wall geometry and type and develop recommendations for a proposed wall.
- Staff will evaluate up to three methods of wall construction types along Lockwood Blvd
- Staff will provide relevant examples of wall aesthetics for consideration by the City and incorporate an aesthetic solution into recommendations and costs.
- Staff will evaluate the existing sidewalk and uplands and propose improvements to compliment the proposed wall construction.

Task 6: Determination of Slope Stabilization Needs

- Staff will examine the existing shoreline for signs of erosion and make recommendations as to stabilization/improvements necessary to compliment construction of a seawall and to protect the wall during specified storm events. Possible stabilization methods to be examined include hardened shoreline and a more natural "living" shoreline. Stabilization item will be addressed as its own item in the report.

Task 7: Stormwater Accommodations (tidal control devices and sluice gate)

- Staff will conduct a review of existing stormwater infrastructure and develop proposed improvements to be compatible with wall construction and existing conditions.
- Improvements will include tidal control devices and development of a sluice gate per direction from City.
- Sluice Gate development will include examination of need, intended function, constructability and permitting.

Task 8: Estimates of Construction Costs

- Staff will develop scale of magnitude estimated construction costs associated to the wall and recommended improvements/impacts to shoreline, uplands, utilities and stormwater infrastructure. The estimate will be commensurate for a concept/feasibility level effort with appropriate level of accuracy (+-30%)

Task 9: Stakeholder meetings and Coordination

- Staff will attend up to four, 2-hour stakeholder meetings to review the project and recommendations.

Task 10: Concept Plan Development

- Staff will develop plans and sections of representative wall types that could be used along Lockwood Blvd. to suite the City's intended need and aesthetics.

Task 11: Delivery of Concept Report

- Staff will prepare a written narrative indicating up to three methods of proposed wall construction type at Lockwood Blvd. along with scale of magnitude estimated construction costs, along with concept level type plans/sketches for inclusion in a Concept report delivered to the City
- A DRAFT report will be provided for review and comment by City prior to issuing the FINAL report.

AGREEMENT OF TERMS & CONDITIONS

A. General Provisions

JMT agrees that this proposal shall remain open for 60 days from the date of this proposal. Acceptance of the proposal after the end of the 60 day period is valid if JMT elects, in writing, to reaffirm the proposal and waive its right to re-evaluate and resubmit the proposal.

JMT reserves the right to renegotiate the contract which this proposal, if accepted, will comprise, on or after six (6) months from the date of this proposal, provided the CLIENT is given 30 days' notice in writing, if salaries or operational costs increase in a sufficient amount. Our present quotation is based upon current salaries and operational costs.

It is understood and agreed that once work is started on this project by JMT, only the CLIENT or its duly authorized representative has the authority to order the work stopped on his behalf and only upon giving the Engineer, JMT, 10 days notice in writing, as to when the work shall stop. The CLIENT further agrees to be liable and pay to JMT, for all labor done, work performed, materials furnished, and expenses incurred up to and including the day work is stopped in accordance with the notice.

B. Time of Payments and Litigation Expenses

JMT will submit monthly certified invoices for services rendered during the preceding month. Payments are due and payable within 30 days from the date of invoice. If CLIENT fails to pay the full amount due for services and expenses within 30 days after date of invoice, the amount due will include a charge at the rate of 1-1/2% per month of the outstanding balance from said 30th day. In addition, in the event any invoice has not been paid in full by its due date, JMT may, after giving three (3) days written notice to CLIENT, suspend services under this Agreement until CLIENT has paid in full amounts due JMT for services, expenses and interest.

In the event JMT deems it necessary to refer any unpaid invoices to its attorneys for the purposes of instituting collection or mechanic's liens proceedings, CLIENT agrees to pay JMT's attorney's fees, court costs, and litigation expenses, including fees for expert witnesses, trial and deposition transcripts, cost of printing briefs, and travel expenses for witnesses, attorneys and employees.

In the event CLIENT asserts a claim against JMT and/or JMT's subconsultants for any act arising out of performance of the services provided herein, whether by an original action, or by counterclaim set-off or other defense to any mechanic's lien or other claim asserted by JMT as a result of CLIENT non-payment of fees and expenses for services rendered, and if CLIENT fails to prevail in such action, counterclaim, set-off, or defense, CLIENT agrees to pay all attorney's fees, costs and litigation expenses (including fees for expert witnesses, trial transcripts and deposition transcripts) incurred by JMT and/or JMT's subconsultants in opposing any such action, counterclaim, set-off or defense.

JMT may withhold the delivery, signature or sealing plans and specifications, and may repossess all

plans and specifications previously delivered to or otherwise made available to CLIENT, their agents or assigns, without incurring any liability for direct and/or consequential damages to CLIENT or anyone claiming through them or on their behalf whenever JMT deems it necessary to ensure payment for services rendered. Should any claim for such damages be made, CLIENT agrees to hold JMT harmless from all litigation expenses incurred by JMT as defined herein.

C. Additional Services

In the event additional services beyond those identified in the Scope of Work are required by the CLIENT or by circumstances beyond JMT's control, JMT will furnish such services upon written authorization of the CLIENT. Payment for Additional Services will be charged at the following hourly rates which are inclusive of labor, overhead, payroll burden and profit.

<u>Classification</u>	<u>Hourly Rate</u>
Principal Engineer	\$250.00/hr.
Senior Professional Engineer	\$167.00/hr.
Professional Engineer	\$135.00/hr.
Senior Engineering Associate (EIT)	\$ 110.00/hr.
Engineering Associate (EIT)	\$ 78.00/hr.
Senior CAD Technician	\$ 80.00/hr.
Clerical	\$ 75.00/hr.

NOTE: Hourly rates good thru 12/31 this year

The following reimbursables will be invoiced monthly:

1. Mileage charged at US Government Standard rate per mile (all rates are portal to portal).
2. Reproduction charges are \$0.10 per page for up to 11x17 sheets and \$1.50 per page for sheets larger than 11x17.
3. Consultants and outside services (if and as needed and authorized) billed at cost plus 10%.

Any changes to the previously approved submittals will be considered a change in scope of services and JMT will be entitled to additional compensation at the rates herein specified.

D. Estimates of Construction Costs

Since the JMT has no control over construction costs or the methods by which construction contractors determine prices, or over market conditions, any opinion of the JMT regarding construction costs are to be made on the basis of his best judgment, but JMT cannot and does not guarantee that actual construction costs will not vary from estimates provided by JMT.

C. Insurance

JMT maintains Professional Liability, General Liability and Workmen's Compensation Insurance. On request, JMT will furnish CLIENT certification of insurance.

E. Termination

In the event of termination of this Agreement by CLIENT, CLIENT shall pay JMT for services (including additional services) rendered, performed, or procured through such phase, including Expenses, at the rates stated in the Agreement, plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination.

Indemnification and Limitation of Liability

Except as otherwise agreed, JMT shall hold harmless and indemnify the CLIENT against injury, loss or damage arising out of the negligent acts, errors or omissions of JMT. The CLIENT agrees to limit JMT's liability hereunder to CLIENT and to all Construction Contractors and Subcontractors on the project, due to such negligent acts, errors or omissions, such the total aggregate liability of JMT to all those named shall not exceed JMT's total fee for services rendered on this project.

G. Standard of Care

JMT shall perform the services in a manner consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing under the same conditions.

WE HEREBY AUTHORIZE JOHNSON, MIRMAN & THOMPSON, INC. TO PROCEED IN ACCORDANCE WITH THE ABOVE PROPOSAL. IF ANY PROFESSIONAL SERVICES ARE ORDERED BY A REPRESENTATIVE OF THE CLIENT, FOR ITEMS LISTED ABOVE WITH A RETURNED ACCEPTANCE, THE PRICES AND TERMS OF THIS PROPOSAL SHALL BE IN EFFECT.

ORGANIZATION: _____ DATE: _____

BY: _____ TITLE: _____

SIGNATURE: _____

APPENDIX B: ADDITIONAL SERVICES RATE SCHEDULE

C. Additional Services

In the event additional services beyond those identified in the Scope of Work are required by the CLIENT or by circumstances beyond JMT's control, JMT will furnish such services upon written authorization of the CLIENT. Payment for Additional Services will be charged at the following hourly rates which are inclusive of labor, overhead, payroll burden and profit.

<u>Classification</u>	<u>Hourly Rate</u>
Principal Engineer	\$250.00/hr.
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