

JOHN J. TECKLENBURG
Mayor

City of Charleston
South Carolina
Department of Public Service

THOMAS F. O'BRIEN
Director
of Public Service

**PUBLIC WORKS AND UTILITIES COMMITTEE
AGENDA**

There will be a meeting of the Public Works and Utilities Committee on April 25, 2022 to begin at 4:00 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. April 11, 2022

C. Request to Set a Public Hearing

D. Old Business

None

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

None

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

1. 216 Brailsford Street- Install irrigation in City r/w. This encroachment is temporary.
2. 767 Dunham Street- Install irrigation in City r/w. this encroachment is temporary.
3. 836 Dunham Street- Install irrigation in City r/w. This encroachment is temporary.
4. 771 Dunham Street- Install irrigation in city r/w. This encroachment is temporary.
5. 1241 Water View Lane- Install irrigation in City r/w. This encroachment is temporary.

6. **2154 Leopold Street-** Install fence encroaching in City drainage easement. This encroachment is temporary.
7. **2346 Brinkley Road-** Install fence encroaching in City drainage easement. This encroachment is temporary.
8. **2150 Leopold Street-** Install fence encroaching in City drainage easement. This encroachment is temporary.

G. Public Service Department Update

None

H. Stormwater Management Department Update

1. Approval of Church Creek Drainage Basin Improvements Fee Amendment #6 with Weston & Sampson Engineers in the amount of \$69,574.00 for the final US Army Corps of Engineers permitting for the Glenn McConnell Parkway culverts. Approval of Fee Amendment #6 will increase the Professional Services Contract by \$69,574.00 (from \$618,231.00 to \$687,805.00) Funding for this project is the Drainage Fund.
2. Approval of the Low Battery Seawall Repairs- Phase III Memorandum of Agreement with CPW for in-contract utility work on the Low Battery Seawall Repairs Phase III project from King Street to Limehouse Street. Reimbursement will be provided by CPW for expenses incurred in the contract for water and utility work.

I. Miscellaneous Business

None

Councilmember Keith Waring,
Chairperson

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.

H.I.)

PROFESSIONAL SERVICE AGREEMENT ADDENDUM # 6

BETWEEN: WESTON & SAMPSON ENGINEERS, INC.

AND

CITY OF CHARLESTON, SOUTH CAROLINA

Section 1. General

THIS ADDENDUM made and entered into this 13th day of April 2022, by and between Weston & Sampson Engineers, Inc., whose address is 3955 Faber Place Drive, Suite 300, North Charleston, SC 29405 (hereinafter referred to as "W&S") and the "Client" identified herein, provides for Additional Services under the Professional Service Agreement dated May 30, 2017, such Additional Services described under Section 2 of this Addendum.

- Client: City of Charleston, South Carolina
- Engineer's Project Number: 2170481
- Project Title: "Church Creek Drainage Basin & Flood Reduction Study"
- Addendum Title: Glenn McConnell Parkway Culverts USACE IP

Section 2. General Description of Additional Professional Services

Additional Services to be provided by W&S are more fully described in the Exhibit "A" attached and dated March 17, 2022, which is incorporated by this reference.

Section 3. Compensation to Be Paid to Weston & Sampson

Compensation to be paid to W&S for providing the requested Additional Services shall be as follows: \$69,574 as described on Exhibit "A" attached to this amendment form.

Section 4. Schedule for Additional Services

The schedule for Additional Services shall be as follows: collect field data, complete design exhibits for USACE IP application, provide public notification addresses to USACE, and respond to public comments. Services will be completed by October 30, 2022.

W&S will commence Additional Services upon receipt of a fully executed copy of this Addendum.

IN WITNESS WHEREOF, this Addendum, which is subject to the terms and conditions of Sections 1 through 4, Attachment(s), and the aforementioned Agreement, is accepted as of the date first written above.

CITY OF CHARLESTON

Weston & Sampson Engineers, Inc.

Signed: _____
 Typed Name: _____
 Title: _____
 Date: _____

Signed: Meghan E. Moody
 Typed Name: Meghan E. Moody, PE
 Title: Associate, Team Leader
 Date: April 11, 2022

March 17, 2022

Matthew Fountain, PE
Director Department of Stormwater Management
City of Charleston
2 George Street, Suite 2100
Charleston, SC 29401

Re: Glenn McConnell Parkway Culverts USACE IP Work

Dear Matt,

Following the submission of our application for Individual Permit (IP) through the United States Army Corps of Engineers (USACE) we received several comments requiring additional information. The project scope originally included applying for a Nationwide Permit through the USACE. The application for a USACE Individual Permit (IP) was not part of the original project scope and the level of effort associated with an individual permit is beyond our current budget. The USA-COE comments can be addressed by creating more detailed conceptual plans that show a developed basis of design for each of the individual project locations between the rice trunks at Church Creek to the North of Lake Dotterer, and between the Long Branch discharge under the Glenn McConnell Parkway and the Stono River to the South including improvements at US Highway 17 and the West Ashley Greenway. The work will also require additional field data collection to delineate the wetland boundaries for all sites, staging and at the construction access points. Finally, the USACE requires that the affected properties identified as adjacent be contacted through direct public notification as a part of the permitting process. This will also include the neighborhood associations within the Long Branch basin. The following are the major tasks anticipated to address the current comments and resubmit for the individual permit. Although this IP includes conceptual level plans for the entire diversion, this one will only cover the construction of the Glenn McConnell improvements. Other locations including the removal of the culverts from the downstream impoundment, the culverts on the pedestrian path between Carolina Bay and Melrose, the US 17 crossing and the West Ashley Greenway will need to be addressed in future IPs that will continue to build on the conceptual plans submitted to acquire the Glenn McConnell permit. The summary of the scope for this effort to acquire the IP for the Glenn McConnell is listed below.

General Scope of Work for Glenn McConnell IP

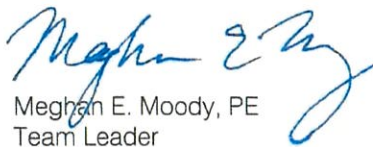
1. Develop one master drawing showing the overall boundary including the affected water bodies and neighborhoods.
2. Conceptual plans with plan, profile, and cross section views of proposed future projects developed to a 35% level. This will include elevations, inverts, pipe/culvert/channel or crossing sizes, access, cut/fill areas, and materials. Base mapping would use most current LiDAR supplemented with on site survey verification of critical elements and DEM in AutoCAD C3D. There are a total of 5 project sites requiring further development to meet USACE IP requirements.
3. Produce a memorandum that details the control structures that will be used at the specific project areas to include functional descriptions, operational parameters, and maintenance responsibility.
4. Conduct field data collection using GPS to delineate the wetland boundaries for construction access points at each of the 5 project sites.
5. Expand the affected properties list to include all homes within the Long Branch basin. Notifications will be prepared for the USACE to mail to these affected property owners.
6. Respond to one round of public comments following USACE public notification period.
7. Attend and support one public outreach meeting hosted by the City to address the projects and any questions or concerns. This is an anticipated task and included in the fee.

The total fee for this additional work is \$69,574.00. A breakdown of the fee by task is included as Attachment 1. This permit process will develop the foundation for the subsequent IPs that may be applied for when additional phases of the project are implemented.

If you have any questions or concerns, please do not hesitate to contact me. We look forward to continuing to provide our services to the City of Charleston for this important project.

Sincerely,

WESTON & SAMPSON ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read "Meghan E. Moody".

Meghan E. Moody, PE
Team Leader

Attachment 1
Fee Schedule

Task No.	Description	Fee
1	Master Plan Sheet	\$ 2,800.00
2	35% Level Conceptual Plans (5)	\$32,226.00
3	Control Structures Memo/Hydraulics/Surge	\$ 5,600.00
4	Field Data Collection	\$11,304.00
5	Property Owner Notices and Communication	\$ 2,800.00
6	Applications	\$ 8,276.00
7	Response to Public Comments	\$ 2,800.00
8	Attend Public Meeting (if needed)	\$ 3,768.00
	Total	\$ 69,574.00

H2.)

Agreement for In-Contract Utility Work

**MEMORANDUM OF AGREEMENT
REGARDING IN-CONTRACT UTILITY WORK FOR THE MURRAY BOULEVARD
AND LOW BATTERY SEAWALL RECONSTRUCTION PROJECT**

This Memorandum of Agreement (this “MOA” or “Agreement”) is made by and between the Commissioners of Public Works of the City of Charleston, South Carolina, d/b/a Charleston Water System (“CWS”), and the City of Charleston, a South Carolina municipality (the “City”).

RECITALS

WHEREAS, in 2015, the City began the process of assessing the condition of the Low Battery Seawall (the “Seawall”) and obtaining a recommended course of action to rehabilitate the Seawall;

WHEREAS, in addition to the rehabilitation of the Seawall, it was determined that the entire corridor along Murray Boulevard should be reconstructed to improve drainage conveyance, parking, pedestrian safety, and public access;

WHEREAS, the City has completed construction documents for the repair and reconstruction of the Seawall from approximately Station 19+50 to Station 37+50, along with the Murray Boulevard roadway, utility, and drainage reconstruction with associated streetscape elements (the “Project”) and is in the process of finalizing civil and environmental permits to initiate the work for the third phase of the Project, running along Murray Boulevard, adjacent to the Ashley River, on the western edge of the peninsula of Charleston, South Carolina, starting west of the intersection of Limehouse Street and Murray Boulevard and extending approximately 1,800 linear feet along Murray Boulevard to a point west of the intersection of Murray Boulevard and King Street (“Phase 3”);

WHEREAS, the City is in the process of awarding a bid to the apparent low-bid contractor for Phase 3;

WHEREAS, CWS and the City desire that numerous lateral and longitudinal water and sanitary sewer conflicts between proposed drainage infrastructure be relocated and that existing sanitary gravity sewer and water main infrastructure within Murray Boulevard associated with Phase 3 and planned future phases of the Project be replaced, with the work to be performed by subcontractors approved by CPW under the supervision of the contractor to be selected by the City for the Project or any phase thereof (the “Contractor”);

WHEREAS, CWS and the City are bodies politic, with all the rights and privileges of such bodies, including the power to contract as necessary and incidental to the carrying out of the functions covered under this Agreement;

WHEREAS, CWS and the City agree to coordinate and cooperate with respect to the Project, including without limitation all phases of the Project;

Agreement for In-Contract Utility Work

NOW THEREFORE, in consideration of the above Recitals, and the several promises set forth herein to be faithfully performed by the parties hereto, the sufficiency of which is hereby acknowledged, CWS and the City agree as follows:

I. DESCRIPTION OF THE UTILITY WORK:

The scope of work under this Agreement shall include the relocation of lateral and longitudinal water and sanitary sewer conflicts and the replacement of existing sanitary gravity sewer and water main infrastructure within Murray Boulevard to King Street (the "Utility Work"), as shown in the construction plans associated with the Project (the "Plans"). The parties acknowledge that they have had the opportunity to review and have reviewed the Plans prior to executing this Agreement.

II. SCHEDULE:

This Agreement will become effective when all parties have signed it, as indicated by the date associated with each party's signature. The City shall include the Utility Work in the construction schedule for each phase of the Project, including but not limited to Phase 3. The sequence and timing of the Utility Work within each phase of the Project will be determined by the Contractor. The City reserves the right to amend the construction schedule for each phase of the Project in the City's sole discretion. The City will provide reasonable notification to CWS of changes to the construction schedule for each phase of the Project.

III. THE CITY SHALL:

- a. Include the Utility Work in the contract documents for the construction of each phase of the Project, including but not limited to Phase 3.
- b. Include a provision in the contract documents for each phase of the Project that the Contractor shall utilize only subcontractors who have been approved by CWS to perform the Utility Work.
- c. Provide to CWS and its engineer timely notice concerning Project design changes, changes in schedules, routine communications, or any other activities that may impact the Utility Work.
- d. Include CWS and its engineer in all Pre-Bid, Pre-Construction and recurring progress meetings to the extent any such meetings pertain to the Utility Work.
- e. Provide reasonable access to the Project site for CWS and its engineer to inspect the Utility Work.
- f. Allow CWS and its engineer to review pay requests from the Contractor relating to the Utility Work prior to payment and allow CWS and its engineer to review any change orders which affect the cost of the Utility Work.

Agreement for In-Contract Utility Work

- g. Require the Contractor to coordinate with other utility providers occupying the Project site to ensure that the Utility Work is compatible with the relocation or other plans of any such providers.

IV. CWS SHALL:

- a. Provide to the City a copy of CWS's construction plans and standard technical specifications for the Utility Work. CWS represents that such plans and specifications will be complete, comply with applicable standards and codes, and will be ready for construction. The City shall include these construction plans and technical specifications in the contract documents for each phase of the Project, including but not limited to Phase 3.
- b. Provide to the City a list of approved utility subcontractors licensed and qualified to perform the Utility Work.
- c. Promptly inspect or have inspected all Utility Work necessary to ensure proper installation in accordance with the Plans and specifications.
- d. Promptly accept any Utility Work upon completion satisfactory to CWS specification and standards.
- e. Promptly provide assistance with respect to issues arising during construction, to the extent such issues arise from or relate to the Utility Work.
- f. Promptly review and recommend approval (if appropriate) of all pay requests from the Contractor related to the Utility Work prior to payment and prior to approval of any change orders that affect the cost of the Utility Work.
- g. Obtain all necessary permits, including but not limited to encroachment permits from the South Carolina Department of Transportation, as required for the Utility Work, except such permits that have already been applied for by the City, as of the Effective Date.
- h. Retain non-prior rights designation as stated in any SCDOT encroachment permits for the Project and abide by all provisions included in such encroachment permits.
- i. Remove and dispose of, or otherwise handle in a manner approved by the City, any salvaged material (e.g., pipes, fittings, etc.) not incorporated into the Utility Work.
- j. Provide a full-time CWS construction representative for the duration of the Project with respect to construction activities arising from or relating to the Utility Work.

Agreement for In-Contract Utility Work

V. FUNDING:

- a. The City and CWS understand that the total cost of the Utility Work for each phase of the Project will be based upon estimates of probable construction costs prepared by CWS' engineer for the Project just prior to bidding for each phase.
- b. CWS shall provide funds to the City for 100% of the costs of all construction items associated with the Utility Work; provided, however, prior to the City soliciting bids under the construction contract documents for any phase of the Project, CWS shall have consented to the estimate of probable construction costs prepared by its engineer. CWS shall remit payment to the City in the amount equal to the Contactor's pay request for the Utility Work accepted by CWS. Such payment to the City shall be made within thirty (30) calendar days of receipt by CWS of the Contactor's invoice for payment. If CWS does not approve any portion of the Utility Work or any pay request, the reasons therefore must be clearly stated in writing delivered to the City along with corrective recommendations. In case of any unresolved disputes, CWS will provide all reasonable assistance in resolution of such disputes, including, but not limited to legal support, technical support, documentation and financial support (including, but not limited to the payment of any and all fees, costs, losses, demands or other pecuniary liability which is either adjudicated or agreed upon to resolve the dispute).
- c. The City will be responsible for the Utility Work, including bidding, awarding, and overall management and construction administration of the Project. All other actual costs associated with the Utility Work (e.g., engineering and design services associated with preparation of construction plans and specifications, right-of-way acquisitions, construction inspection, etc.) will be the responsibility of CWS.
- d. The City will provide CWS the opportunity to review any cost increase of the Utility Work resulting from a change in the scope of the Utility Work or a change in the Project that impacts the Utility Work prior to approval of such changes. Should the total construction price for the Utility Work exceed the amount of the accepted bid for any phase, the City will provide CWS the opportunity to seek approval from its Commissioners prior to approving the increased cost. If CWS does not concur with the increased cost, the City will remove the changed portion of the Utility Work from the scope set forth in the contract documents for the Project, and CWS will be expected to perform or have performed all such work in a timely manner so as to not affect the cost, phasing or schedule of the Project or any phase thereof.

VI. GENERAL:

- a. Upon CWS's acceptance of the Utility Work, or any specific portion thereof, CWS will assume sole and complete responsibility for such facilities, and CWS shall receive the benefit of all warranties and contractual rights as the owner of such facilities. For purposes of this Agreement, CWS will be considered to have accepted the Utility Work, or any specific portion thereof, by (1) assuming control of the Utility Work; (2) commencing to utilize the Utility Work; or (3) accepting the Utility Work in writing.

Agreement for In-Contract Utility Work

- b. All notices or other communications under this Agreement shall be sufficiently given and shall be given when delivered in person, or mailed by certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other places may be designed in writing by the parties:

AS TO THE CITY:
Matt Fountain, PE, PG
City of Charleston
Department of Stormwater Management
2 George Street, Suite 2100
Charleston, SC 29401

AS TO CWS:
Donald E. Benjamin, Jr., PE
Charleston Water System
Director of Engineering & Construction
103 St. Philip Street
Charleston, SC 29403

- c. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.
- d. Entire Understanding. This Agreement embodies the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written or otherwise, relating to thereto; provided, however, this Agreement shall not be interpreted to supersede or amend any previous written agreements between the parties unless (1) any such previous written agreement is completely inconsistent with the terms of this Agreement; or (2) expressly provided in this Agreement.
- e. Amendment. This Agreement may be amended only by a written instrument 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.
- f. 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.
- g. No Third Party Rights. Notwithstanding any other provision of this Agreement, this Agreement shall not be construed to create any rights enforceable by the general public or others who are not parties to this Agreement. This Agreement does not confer any new

Agreement for In-Contract Utility Work

right, title, or interest in private property, property owned by the City, City rights-of-way, or the property of CWS to the City or to CWS.

- h. Forum Selection. Any action or proceeding to enforce or interpret this Agreement and any action or proceeding arising from or relating to this Agreement or its breach shall be brought exclusively in the federal or state courts located in Charleston County, South Carolina, and the parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.
- i. Recitals. The Recitals are an integral part of this Agreement.
- j. Appropriations. Notwithstanding any other provision of this Agreement, any appropriations for the Project or any phase thereof must be approved by City Council, and City Council shall have sole discretion as to whether or not to appropriate funds toward the Project or any phase thereof. Likewise, any appropriations for the Utility Work for the Project or any portion thereof must be approved by CWS, and CWS shall have sole discretion as to whether or not to appropriate funds toward the Utility Work; provided, however, the City shall not assume any responsibility for any Utility Work which is not funded by CWS. Nothing in this Agreement obligates City Council to approve the Project or any phase thereof. Nothing in this Agreement obligates the CWS Board of Commissioners to approve the Utility Work.

Agreement for In-Contract Utility Work

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the date indicated below.

WITNESSES:

CITY OF CHARLESTON,
SOUTH CAROLINA

Print Name:

By: _____
Print Name: John J. Tecklenburg
Its: Mayor
Date: _____, 2022

Print Name:

WITNESSES:

COMMISSIONERS OF PUBLIC WORKS
OF THE CITY OF CHARLESTON,
SOUTH CAROLINA, d/b/a Charleston
Water System

Virginia O. Patrick

Print Name:

By: *F.K. Hill, Jr.*

Name: F.K. Hill, Jr., PE
Title: Chief Executive Officer
Date: *3/20/22*, 2022

L. Susan Meriweather

Print Name:

[END OF DOCUMENT]