

City of Charleston
South Carolina

WILLIAM S. COGSWELL, JR
Mayor

TIM KEANE
Section Chief – Planning,
Permitting, and 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 August 18, 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

July 14, 2025

C. Request to Set a Public Hearing

None

D. Old Business

None

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

1. Acceptance of a temporary construction easement at Herbert and Meeting Street.
2. Acceptance of easements for the MUSC Pump Station Upfit Project on portions of TMS 460-14-00-004, 460-14-00-024, and 460-14-00-025.

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

1. **100 Oyster Point Row** - Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
2. **55 Romney St.** – Installing irrigation encroaching into City right of way. This encroachment is temporary.
3. **111 E. Bay St. (Charleston Rings)** – Installing right angle sign encroaching into City right of way. This encroachment is temporary.
4. **19 Broad St. (Broad Street Café)** – Installing right angle sign encroaching into City right of way. This encroachment is temporary.
5. **933 Ashley Ave.** – Installing special finish brick path & garden encroaching into City right of way. This encroachment is temporary.
6. **342 King St. (Mugsy)** – Installing right angle sign encroaching into City maintained drainage easement. This encroachment is temporary.
7. **603 Island Park Dr.** – Installing masonry fence encroaching into City right of way. This encroachment is temporary.
8. **44 Romney St.** (Dog Tired Pet Services) – Install 3X3 right angle sign into City right of way. This encroachment is temporary.
9. **73 Spring St.** – Installing storm drain inlet encroaching into City right of way. This encroachment is temporary.
10. **311 Royal Palm Blvd.** – Installing new stormwater gravity connection into existing stormwater main with new manhole encroaching into City right of way. This encroachment is temporary.
11. **66 Spring St. (The Greenery)** – Installing right angle sign encroaching into City right of way. This encroachment is temporary.
12. **691 Riverland Dr.** – Installing storm drain pipe encroaching into City maintained drainage easement. This encroachment is temporary.
13. **195 East Bay St.** – Installing awning encroaching into City right of way. This encroachment is temporary.
14. **3215 Safe Harbor Way** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
15. **6173 Fieldstone Circle** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
16. **60 Calhoun St.** – Installing right angle sign encroaching into City right of way. This encroachment is temporary.
17. **29 E Battery St.** – Installing brick pavers encroaching into City right of way. This encroachment is temporary.
18. **144 Falaise St.** – Installing irrigation into City maintained right of way. This encroachment is temporary.
19. **2052 Ten Point** – Installing irrigation into City maintained right of way. This encroachment is temporary.

20. **132 Falaise St.** – Installing irrigation into City maintained right of way. This encroachment is temporary.
21. **2335 Marsh Lake Court** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
22. **9 State St.** – Installing right angle sign encroaching into City right of way. This encroachment is temporary.
23. **529 King St.** – Installing two flag poles encroaching into City right of way. This encroachment is temporary.

G. Request for Permanent Encroachments

1. **113 Etta Way** – Installing roof overhang encroaching into City maintained drainage easement by 18". This encroachment is permanent.
2. **109 Etta Way** – Installing roof overhang encroaching into City maintained drainage easement by 18". This encroachment is permanent.
3. **128 Etta Way** – Installing roof overhang encroaching into City maintained drainage easement by 18". This encroachment is permanent.
4. **132 Etta Way** – Installing roof overhang encroaching into City maintained drainage easement by 18". This encroachment is permanent.

H. Public Service Department Update

1. Director update

I. Department of Development Services Update

1. Approval to accept the FEMA FMA grant award for the elevation of 3 historic properties and execute the subrecipient agreement for the FY2019 FEMA Flood Mitigation Assistance (FMA) grant award in the amount of \$871,819.98 with a required local match of \$49,119.02, to be covered by the property owner, for a total project budget of \$921,019.00.

J. Stormwater Management Department Update

1. Approval of a construction contract for the drainage outfall improvements at Sandcroft Drive with ES Integrated in the amount of \$163,398.66. Approval of the contract will authorize the \$163,398.66 construction contract. Funding is allocated for this item within the Stormwater Operations Small Project Allocation.
2. Approval of Huger Street Drainage Improvements Change Order #2 with S.J. Hamill Construction Company, LLC, in the amount of \$106,004.37 for work resolving underground utility conflicts with brick arch culverts in the project area. Additionally, the contract time for the construction portion of this project will increase by twenty-two days. Approval of Change

Order #2 will increase the construction contract by \$106,004.37 (from \$19,648,602.91 to \$19,754,607.28). The funding sources for this project are: Drainage Fund (\$15,206,655.54), SCRIA-IIP Grant (\$10,000,000.00), CWS Contribution (\$1,627,809.61), Cooper River Bridge TIF (\$1,157,141.00), and SCRIA Grant (\$499,292.00).

3. Concord/Cumberland Project – Update on Project Progress
4. Sweetgrass Creek Road Outfall/Drainage Project Update (*Requested by Councilmember Caroline Parker*)

K. Miscellaneous Business

1. Flooding and Resiliency Update:

- (i). Water Plan and Basin Flood Action Program
- (ii). Battery Extension Project and Lockwood Knee Wall
- (iii). Tidal and Inland Flood Risk Management Study
- (iv). Discussion on short, mid, and long term budget needs to implement the Battery Extension Project and Tidal and Inland Flood Risk Management study

2. Authorization for the Mayor to execute Design Agreement Between the Department of the Army and City of Charleston, South Carolina for Design for the Charleston Peninsula, South Carolina Project (The Battery Extension Project). The execution of the Design Agreement will release \$13.325m in federal funding to go towards the progression of the design and engineering of The Battery Extension Project. ***(This item will be reported out and considered at the September 9th City Council meeting).***
3. Authorization for the Mayor to execute Amendment No. 5 to the Water Plan contract in the amount not to exceed \$1,990,000, led by Black & Veatch to continue progressing design and engineering of The Battery Extension Project. The source of funds will be the \$3.25million for PED year one. ***(This item will be reported out and considered at the September 9th City Council meeting).***
4. Authorization of funding in the amount of \$500,000 following execution of the Design Agreement Between the Department of the Army and City of Charleston, South Carolina for Design for the Charleston Peninsula, South Carolina Project (The Battery Extension Project), as initial funding provided to USACE and to initiate the formal federal funding partnership. The source of funds will be the \$3.25 million for PED year one. ***(This item will be reported out and considered at the September 9th City Council meeting).***
5. Authorization of funding in the amount of \$1,100,000 to continue the USACE Tidal & Inland Flood Risk Management Study to address flooding solutions city-wide. The source of funding will be \$1,100,000 from Office of Resiliency FY2025 Operating Budget. ***(This item will be reported out and considered at the September 9th City Council meeting).***

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.

E1.)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is entered into as of the 10 day of July, 2025 (the "Effective Date"), by and among J. GIBSON PROPERTIES, LLC, a South Carolina limited liability company ("Grantor") and the CITY OF CHARLESTON, a South Carolina municipality (the "City" or "Grantee") (Collectively the "Parties").

WHEREAS, Grantor is the owner of that certain parcel of land, together with the improvements thereon, located in the City of Charleston, Charleston County, South Carolina, commonly known as 1802 Meeting Street Road and being generally shown and described as 0.43 acres on that certain plat entitled "PLAT OF LOT ON NORTHEAST CORNER OF ELGIN ST AND MEETING ST ROAD, NORTH CHARLESTON CONSOLIDATED PUBLIC SERVICE DISTRICT, CHARLESTON COUNTY, SOUTH CAROLINA, ABOUT TO BE CONVEYED TO T P GIBSON," prepared by Cummings & McGrady, Inc. dated July 1963, and recorded in the Charleston County RMC Office in Plat Book Q at Page 35 on August 2, 1963 ("**Property**"); and

WHEREAS, Grantor has agreed to grant the City a temporary construction easement, in and to the Temporary Construction Easement Area ("**Easement Area**") as shown on Exhibit A hereto all on the terms and conditions more particularly set forth hereinbelow.

NOW THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants, bargains, sells and releases to the Grantee a non-exclusive temporary construction easement ("**Easement**") over and across the Easement Area, and in connection therewith, and in limitation thereto and in furtherance thereof, the parties agree as follows:

1. Easement Terms: Grantee (and its agents, employees and contractors) shall be entitled to enter onto the Easement Area, during daylight hours, for the purpose of upgrading the existing water line at the southwestern corner of the Property, subject to all local ordinances.
2. Term: The term of this Agreement and the Easement shall be twelve (12) months from the Effective Date, at which time this Agreement and the Easement shall automatically terminate and expire without further action of the Parties hereto. The Term may be extended by mutual agreement of the Parties. Prior to the expiration of this Agreement and the Easement, Grantee shall return the Easement Area to substantially the same condition it was in prior to the performance of such upgrading to the existing water line and related work.
3. Insurance. Grantee and any and all of its agents, employees and contractors entering the Easement Area to make use of the Easement shall carry and maintain general

liability insurance at rates customarily carried and maintained by such parties for their specific use of the Easement.

4. Permanent Non-Exclusive Access Easement: In furtherance of allowing the City to perform the repairs set forth herein, Grantor agrees that it will endeavor to enter into a Permanent Non Exclusive Access Easement with Charleston Water System (CWS) in which it shall grant CWS a permanent access easement over those portions of the Easement Area where the existing water line at the southwestern corner is situated for future maintenance, subject to the mutual approval of Grantor and CWS, prior to the expiration of this Agreement.
5. Attorneys' Fees: Either party may enforce this Agreement by appropriate action and the prevailing party in such litigation shall recover, along with costs, a reasonable attorney's fee.
6. Incorporation of Recitals. The above recitals, or "whereas clauses" are incorporated herein and made a part hereof.

TO HAVE AND TO HOLD all and singular, the said Easement unto the Grantee, its successors and assigns, and the Grantor hereby binds itself and its successors and assigns to warrant and forever defend all and singular said Easement unto the Grantee herein, its successors and assigns, against itself, and its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Signature Pages to Follow
(Remainder of page intentionally left blank)

In Witness Whereof, the Grantor and Grantee have executed this Easement Agreement on the _____ day of _____, 2025.

WITNESSES:

CITY OF CHARLESTON

Witness #1
Print Name: _____

By:
Its:

Witness #2
Print Name:

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by the City of Charleston, by _____, its _____ on this _____ day of _____, 2025.

Signature: _____
Notary Public for South Carolina
Print Name of Notary: _____
My Commission Expires: _____

(SEAL OF NOTARY)

Notary Public for South Carolina
My Commission Expires: _____

In Witness Whereof, the Grantor and Grantee have executed this Easement Agreement on the 10 day of July, 2025.

WITNESSES:

Witness #1

Print Name:

[Signature]

JANE GIBSON

Witness #2

Print Name:

[Signature]

Gina Pederson

J. GIBSON PROPERTIES, LLC, a South Carolina limited liability company

By:

Print Name: John R. Gibson Jr.

Its: Member

[Signature]

STATE OF SOUTH CAROLINA)

)

COUNTY OF CHARLESTON)

)

ACKNOWLEDGEMENT

THE FOREGOING instrument was acknowledged before me this 10 day of, July, 2025, by J. GIBSON PROPERTIES, LLC, by John R. Gibson Jr., its Member.

Signature:

Notary Public for South Carolina

Print Name of Notary:

My Commission Expires:

[Signature]

Gina Pederson

10/02/30

(SEAL OF NOTARY)



1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated into this Agreement as fully and to the same extent as if set forth herein verbatim.

2. **Grant of Easements:**

Subject to the remaining terms of this Agreement and to all matters of record in the Register of Deeds Office for Charleston County, South Carolina, and to all matters that an inspection of the Property and/or a true and correct survey of the Property would show (collectively, the “*Permitted Exceptions*”), MUHA has granted, bargained, sold and released and by these presents does hereby grant, bargain, sell and release unto the City, its successors and assigns, (the “*Grantee*”), the following easements and rights-of-way:

a. **New COC Stormwater Pump Station Easement.** A perpetual and assignable easement and right of way in, on, over and across that certain portion of Parcel 024 measuring approximately One Thousand, One Hundred Seven Square Feet (1,107 SF) in size, more or less, and that certain portion of Parcel 025 measuring Three Thousand, Seven Hundred Forty-Six Square Feet (3,746 SF) in size, more or less, all as more fully described on the attached Exhibit C (the “*New COC Stormwater Pump Station Easement Area*”) to construct, maintain, repair, operate, patrol and replace a flood protection pump station, including all appurtenances thereto; reserving, however, to MUHA, its successors and assigns, all such rights and privileges in the Property as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines (the “*New COC Stormwater Pump Station Easement*”).

The New COC Stormwater Pump Station Easement shall run with the land and shall allow the City, its contractors, employees, guests and invitees the right of ingress and egress and access on, under and through the New COC Stormwater Pump Station Easement Area for purposes of locating, constructing, operating, maintaining, altering and repairing the Stormwater System.

b. **New COC Drainage Easement.** A perpetual and assignable easement and right of way in, on, over and across that certain portion of Parcel 024, measuring approximately One Thousand, Six Hundred Thirty-Three Square Feet (1,633 SF) in size, more or less, as more fully described on the attached Exhibit D (the “*New COC DE Area*”) for the location, construction, operation, maintenance, alteration and repair of the Stormwater System; together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, other vegetation, obstructions, structures, or obstacles within the limits of the New COC DE Area; reserving however to MUHA, its successors and assigns, all such rights and privileges in the Property as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines (the “*New COC DE*”).

The New COC DE shall run with the land and shall allow the City, its contractors, employees, guests and invitees the right of ingress and egress and access on, under and through the New COC DE Area for purposes of locating, constructing, operating, maintaining, altering and repairing the Stormwater System.

c. **Ralph H. Johnson Drive New COC Drainage Easement.** A perpetual and assignable easement and right of way in, on, over and across that certain portion of Parcel 024, measuring approximately One Thousand, Eighty Square Feet (1,080 SF) in size, more or less, and that portion of Parcel 025 measuring approximately Twenty-Three Thousand, Three Hundred Thirty Square Feet (23,330 SF) in size, more or less, all as more fully described on the attached Exhibit E (the "*Ralph H. Johnson Drive New COC DE Area*") for the location, construction, operation, maintenance, alteration and repair of the Stormwater System; together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, other vegetation, obstructions, structures, or obstacles within the limits of the Ralph H. Johnson Drive New COC DE Area; reserving however to MUHA, its successors and assigns, all such rights and privileges in the Property as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines (the "*Ralph H. Johnson Drive New COC DE*").

The Ralph H. Johnson Drive New COC DE shall run with the land and shall allow the City, its contractors, employees, guests and invitees the right of ingress and egress and access on, under and through the Ralph H. Johnson Drive New COC DE Area for purposes of locating, constructing, operating, maintaining, altering and repairing the Stormwater System.

TO HAVE AND TO HOLD, all and singular, subject to the Permitted Exceptions as well as the terms, conditions and restrictions set forth below, the aforesaid Easements unto Grantee, its successors and assigns hereunder.

The New COC Stormwater Pump Station Easement, New COC DE, and Ralph H. Johnson Drive New COC DE shall hereinafter collectively be referred to as the "*Easements*." The New COC Stormwater Pump Station Easement Area, New COC DE Area, and Ralph H. Johnson Drive New COC DE Area shall hereinafter collectively be referred to as the "*Easement Areas*."

3. **Maintenance of Stormwater System and Repair of the Easement Areas.** The City shall be solely responsible for the cost to locate, construct, operate, maintain, alter and repair the Stormwater System within the Easement Areas. The City agrees that it may, at its sole cost and expense, periodically inspect, maintain and repair the Stormwater System and keep the same in good order and repair. MUHA shall have no responsibility to clean, inspect, maintain or repair the Stormwater System.

If the Easement Areas, the Property, or any improvements thereon or therein shall be disturbed by the City's location, construction, operation, maintenance, alteration and repair of the Stormwater System, the City, at the City's sole cost and expense, shall restore the same to the condition that existed just prior to such disturbance. Once the Easement Areas and Property have sufficiently been restored, the Grantee shall have no further responsibility to maintain the Easement Areas.

4. **Grantor Rights, Access, and Noninterference.** MUHA shall have the right to use the Easement Areas for purposes not inconsistent with the Grantee's use of the Easement Areas. The Grantee will use its best efforts to minimize interference with MUHA's operations on the Property. MUHA and the Grantee shall cooperate in good faith in coordination and scheduling of

the Grantee's use of the Easement Areas for the purposes stated herein. Notwithstanding the foregoing, the Easement Areas shall be accessible to the Grantee at all times for the operation, repair, construction, replacement, and maintenance of the Stormwater System as necessary.

5. **Insurance Requirements.** The Grantee shall cause each contractor, architect, engineer and professional consultant which shall provide materials, labor or services within the Easement Areas to purchase and maintain commercial general liability insurance as described in the attached insurance addendum which is incorporated herein by reference as Insurance Addendum, a copy of which is attached hereto as Exhibit F.

6. **Legal Effect and Duration of Easements.** Due to the benefits to be realized to the Property as well as to the other properties within the MUSC Basin, the majority of which are primarily owned and/or used by MUHA and MUSC, both being State entities, compelling circumstances exist for the Easements granted herein to be perpetual, commercial in nature, and to run with the land and continue to exist for as long as they are used for the purposes stated herein. The Easements granted herein shall bind the Parties hereto and their successors and assigns and every person now or hereafter acquiring an interest in or lien upon any portion of the Property. In the event the Grantee should abandon the Easements or determine that the Easements are no longer necessary, written notice will be given to the then-current owner of the Property of said abandonment.

7. **Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Property or the Easement Areas to the general public or for any general public use or purpose whatsoever, it being the intention of the Parties hereto that nothing in this Agreement, whether expressed or implied, shall confer upon any person other than the Parties hereto, their successors, assigns, employees, and agents, any rights or remedies under or by reason of this Agreement.

8. **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate owner, and no P hereto shall have the right to act as an agent for another P to this Agreement, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

9. **Severability.** If any provision of this Agreement shall, in whole or in part, prove to be invalid for any reason, such invalidity shall affect only the portion of such provision which shall be invalid, and in all other respects the Agreement shall stand as if such invalid provision, or other invalid portion thereof, had not been a part hereof. The Parties agree that this Agreement shall be enforced to the fullest extent permitted by law. Accordingly, if, in any judicial proceeding, a court shall determine that any provision is invalid or unenforceable as written, the Parties consent to an interpretation by the court which will provide enforcement to the maximum extent permitted by law.

10. **Governing Law.** This Agreement has been executed and delivered in the State of South Carolina, and its validity, interpretation, performance and enforcement, and all matters

relating thereto, shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina.

11. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof, and no prior contemporaneous oral or written representations or agreements among the Parties with respect to the subject matter hereof shall have legal effect.

12. **Modification.** This Agreement may be amended, modified or terminated at any time by declaration in writing, executed and acknowledged by the Parties hereto or their successors and/or assigns.

13. **Successors in Interest.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable against the Grantor and the Grantee, their respective successors and assigns, and the owners of all or any portion of the Grantor Property, it being the intent of the Parties that the benefits and obligations hereunder run with the ownership of the Grantor Property.

14. **Equitable and Other Relief.** In the event of a breach, or any attempted or threatened breach, of the provisions of this Agreement, this Agreement may be enforced by decree of specific performance upon the application of either Party or their respective successors or assigns, as the case may be. This provision shall not be interpreted to exclude other remedies available at law or in equity, including monetary damages.

15. **Further Assurances.** All of the Parties hereto covenant and agree to execute and deliver such further and other instruments, subject to any requisite approvals under S.C. Code Section 1-11-65 or other applicable law, and do all matters and things which may be reasonably necessary, to carry out the intentions of this Agreement.

16. **No Waiver.** No delay or failure of any Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall impair enforcement or be construed as a waiver of either Party's right to demand exact compliance with the terms hereof. No waiver by either Party shall be valid unless made in writing and signed by the Party to be charged, and then only to the extent expressly set forth therein.

17. **Captions.** The headings and captions in this Agreement are included for convenience and reference only and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any portion hereof.

18. **Counterparts and Signature Pages.** This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document.


19. **Recordation.** This Agreement shall be recorded with the Charleston County Register of Deeds office after it is duly executed by all Parties.

[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has set its Hand and Seal the day and year first above written.


WITNESSES:

GRANTOR:



Witness #1

Medical University Hospital Authority



Witness #2 / Notary

By: Doug Le_____

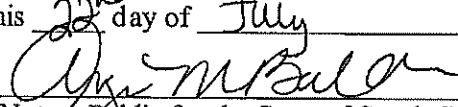
Its: Chief Financial Officer

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

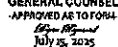
ACKNOWLEDGEMENT

I, Angelia M Baldwin, Notary Public for the State of South Carolina, do hereby certify the MEDICAL UNIVERSITY HOSPITAL AUTHORITY, by Doug Lischke, its CFO, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as its deed and act.

Subscribed to and sworn before me this 22nd day of July 2025.



Notary Public for the State of South Carolina
My commission expires: July 24, 2033

MUSCUMHA
OFFICE OF THE
GENERAL COUNSEL
APPROVED AS TO FORM

July 15, 2025

IN WITNESS WHEREOF, the undersigned has set its Hand and Seal the day and year first above written.

WITNESSES:

GRANTEE:

Witness #1

City of Charleston
William S. Cogswell, Jr.
Mayor

Witness #2 / Notary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

I, _____, Notary Public for the State of South Carolina, do hereby certify the City of Charleston, a municipal corporation, by William S. Cogswell, Jr., its Mayor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as its deed and act.

Subscribed to and sworn before me this _____ day of _____ 2025.

Notary Public for the State of South Carolina
My commission expires: _____

EXHIBIT A
(Legal Description of Property)

“Parcel 024”

All that piece, parcel, lot, or tract of land, including the buildings and improvements thereon, being located and situated in the City and County of Charleston, State of South Carolina, measuring approximately 0.27 Acres in size, more or less, shown and identified as Parcel B-3 on a plat entitled “SUBDIVISION AND AS-BUILT SURVEY OF A PORTION OF MUSC MEDICAL COMPLEX PARCEL B CONTAINING 5.98 ACRES INTO PARCEL B-1 CONTAINING 4.00 ACRES, INTO PARCEL B-2 CONTAINING 1.71 ACRES, PARCEL B-3 CONTAINING 0.27 ACRES, A NEW STORM DRAINAGE PUMP STATION EASEMENT AND A NEW ACCESS/UTILITY EASEMENT,” which plat was prepared for the Medical University of South Carolina by 2AD Surveying Company, Inc., dated May 6, 2004, and recorded in the offices of the Charleston County Register of Deeds in Plat Book EH at Page 75 on May 13, 2004, reference to said plat being craved for a more accurate and complete description of the size, shape, dimensions, buttings and boundings.

LESS AND EXCEPTING those portions of the above described property conveyed to the County of Charleston by the Medical University Hospital Authority in relation to that certain project known as “MUSC Infrastructure Improvements,” Charleston County file number 10.037467A, pursuant to that Title to Real Estate recorded with the Charleston County Register of Deeds office on September 9, 2009 in Book 0080 at Page 213.

This being a portion of the same property conveyed to the Medical University Hospital Authority by Deed of the Medical University of South Carolina, formerly known as The Medical College of South Carolina, dated May 26, 2004 and recorded June 15, 2004 in Book M498 at Page 416 with the Charleston County Register of Deeds office.

TMS No. 460-14-00-024

“Parcel 025”

All that piece, parcel, lot, or tract of land, including the buildings and improvements thereon, being located and situated in the City and County of Charleston, State of South Carolina, measuring approximately 1.71 Acres in size, more or less, shown and identified as Parcel B-2 on a plat entitled “SUBDIVISION AND AS-BUILT SURVEY OF A PORTION OF MUSC MEDICAL COMPLEX PARCEL B CONTAINING 5.98 ACRES INTO PARCEL B-1 CONTAINING 4.00 ACRES, INTO PARCEL B-2 CONTAINING 1.71 ACRES, PARCEL B-3 CONTAINING 0.27 ACRES, A NEW STORM DRAINAGE PUMP STATION EASEMENT AND A NEW ACCESS/UTILITY EASEMENT,” which plat was prepared for the Medical University of South Carolina by 2AD Surveying Company, Inc., dated May 6, 2004, and recorded in the offices of the Charleston County Register of Deeds in Plat Book EH at Page 75 on May 13,

2004, reference to said plat being craved for a more accurate and complete description of the size, shape, dimensions, buttings and boundings.

This being a portion of the same property conveyed to the Medical University Hospital Authority by Deed of the Medical University of South Carolina, formerly known as The Medical College of South Carolina, dated May 26, 2004 and recorded June 15, 2004 in Book M498 at Page 416 with the Charleston County Register of Deeds office.

TMS No. 460-14-00-025

EXHIBIT B

**(Agreement Between the City of Charleston and
the Medical University of South Carolina)**

(11 pages)

EXHIBIT C
(Description of New COC Stormwater Pump Station Easement Area)

All that certain portion of Parcel 024, measuring approximately One Thousand, One Hundred Seven Square Feet (1,107 sf) in size, more or less, and that certain portion of Parcel 025 measuring approximately Three Thousand, Seven Hundred Forty-Six Square Feet (3,746 SF) in size, more or less, being shown as that left to right diagonally hatched, grey shaded area identified as “NEW COC STORMWATER PUMP STATION EASEMENT (EASEMENT AREA: 1,107ft² of T.M.S. #460-14-00-024) ~TO BE ACQUIRED BY THE CITY OF CHARLESTON~” and “NEW COC STORMWATER PUMP STATION EASEMENT (EASEMENT AREA: 3,746ft² of T.M.S. #460-14-00-025) ~TO BE ACQUIRED BY THE CITY OF CHARLESTON” on a plat entitled “AN EASEMENT PLAT / NEW COC DRAINAGE EASEMENTS & NEW COC STORMWATER PUMP STATION EASEMENTS TO BE ACQUIRED BY THE CITY OF CHARLESTON FOR THEIR ‘MUSC PUMP STATION UPFIT’ PROJECT / SURVEYED FOR THE CITY OF CHARLESTON / LOCATED AT THE NORTHWEST CORNER OF T.M.S. #460-14-00-025 / NORTH OF THE INTERSECTION OF ‘BRAVO STREET’ WITH ‘RALPH H. JOHNSON DRIVE’ / CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA” prepared by Cornerstone Surveying & Engineering, Inc., dated November 16, 2023 and last revised on December 3, 2024, and recorded with the Charleston County Register of Deeds office on _____ in Book _____ at Page _____, a copy of which is attached hereto as Exhibit F and incorporated herein by reference.

Said New COC Stormwater Pump Station Easement Area having such size, shape, location, and butting, and bounding as shown on the aforementioned plat, reference to which is hereby craved for a more complete description.

EXHIBIT D
(Description of New COC DE Area)

All that certain portion of Parcel 024, measuring approximately One Thousand, Six Hundred Thirty-Three Square Feet (1,633 SF) in size, more or less, being shown as that left to right diagonally hatched area identified as "NEW COC DE (EASEMENT AREA: 1,633 ft² OF T.M.S. #460-14-00-024) ~TO BE ACQUIRED BY THE CITY OF CHARLESTON~" on a plat entitled "AN EASEMENT PLAT / NEW COC DRAINAGE EASEMENTS & NEW COC STORMWATER PUMP STATION EASEMENTS TO BE ACQUIRED BY THE CITY OF CHARLESTON FOR THEIR 'MUSC PUMP STATION UPFIT' PROJECT / SURVEYED FOR THE CITY OF CHARLESTON / LOCATED AT THE NORTHWEST CORNER OF T.M.S. #460-14-00-025 / NORTH OF THE INTERSECTION OF 'BRAVO STREET' WITH 'RALPH H. JOHNSON DRIVE' / CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Cornerstone Surveying & Engineering, Inc., dated November 16, 2023 and last revised on December 3, 2024, and recorded with the Charleston County Register of Deeds office on _____ in Book _____ at Page _____, a copy of which is attached hereto as Exhibit F and incorporated herein by reference.

Said New COC DE Area having such size, shape, location, and butting, and bounding as shown on the aforementioned plat, reference to which is hereby craved for a more complete description.

EXHIBIT E
(Description of Ralph H. Johnson Drive New COC DE Area)

All that certain portion of Parcel 024 measuring approximately One Thousand, Eighty Square Feet (1,080 SF) in size, more or less, and that portion of Parcel 025 measuring approximately Twenty-Three Thousand, Three Hundred Thirty Square Feet (23,330 SF) in size, more or less, being shown as that grey shaded area and identified as “‘RALPH H JOHNSON DRIVE’ NEW COC DE (EASEMENT AREA: 1,080 ft² OF T.M.S. #460-14-00-024) ~TO BE ACQUIRED BY THE CITY OF CHARLESTON~” and “‘‘RALPH H JOHNSON DRIVE’ (PRIVATE) NEW COC DE (EASEMENT AREA: 23,330 ft² OF T.M.S. #460-14-00-025) ~TO BE ACQUIRED BY THE CITY OF CHARLESTON~” on a plat entitled “AN EASEMENT PLAT / NEW COC DRAINAGE EASEMENTS & NEW COC STORMWATER PUMP STATION EASEMENTS TO BE ACQUIRED BY THE CITY OF CHARLESTON FOR THEIR ‘MUSC PUMP STATION UPFIT’ PROJECT / SURVEYED FOR THE CITY OF CHARLESTON / LOCATED AT THE NORTHWEST CORNER OF T.M.S. #460-14-00-025 / NORTH OF THE INTERSECTION OF ‘BRAVO STREET’ WITH ‘RALPH H. JOHNSON DRIVE’ / CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA” prepared by Cornerstone Surveying & Engineering, Inc., dated November 16, 2023 and last revised on December 3, 2024, and recorded with the Charleston County Register of Deeds office on _____ in Book _____ at Page _____, a copy of which is attached hereto as Exhibit F and incorporated herein by reference.

Said Ralph H. Johnson Drive New COC DE Area having such size, shape, location, and butting, and bounding as shown on the aforementioned plat, reference to which is hereby craved for a more complete description.

EXHIBIT F
(Easement Plat)

EXHIBIT G
(Insurance Addendum)

STATE OF SOUTH CAROLINA)	PERMANENT STORMWATER
)	DRAINAGE EASEMENT
COUNTY OF CHARLESTON)	(CITY OF CHARLESTON)

THIS PERMANENT STORMWATER DRAINAGE EASEMENT (the “*Agreement*”) is made and entered into this 22nd day of July, 2025, by and between the **CITY OF CHARLESTON**, a municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (the “*City*” or “*Grantee*”) and the Medical University of South Carolina (“*MUSC*” or “*Grantor*”), (collectively, the “*Parties*” or individually, a “*Party*”).

WHEREAS, MUSC is the owner of that certain parcel of real property, together with improvements thereon, situated and lying in the City and County of Charleston, State of South Carolina, bearing TMS number 460-14-00-004 as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “*Property*”); and

WHEREAS, pursuant to that certain “Agreement Between the City of Charleston and the Medical University of South Carolina” dated December 12, 2004, a copy of which is attached hereto as Exhibit B, the City owns, operates, and maintains an existing stormwater pumping station and related controls and equipment located upon the Property to provide for the drainage of stormwater from surrounding properties and rights-of-way; and

WHEREAS, the City is desirous of accessing, locating, constructing, operating, maintaining, altering and repairing the stormwater pumping station facility, equipment, linear piping, drainage systems, and appurtenances thereto (the “*Stormwater System*”) across a portion of the Property, and to accomplish this objective the City must obtain a drainage easement from MUSC permitting the access to and from, location, construction, operation, maintenance, alteration and repair of the Stormwater System through the Property as hereinafter described; and

WHEREAS, the Stormwater System will serve as the main source for the conveyance of stormwater for the benefit of a portion of the Charleston Peninsula identified as the MUSC Pump Station Basin, which area of the Peninsula is primarily owned, occupied, and used by MUSC, a State entity and the Medical University Hospital Authority (“*MUHA*”), also a state entity; and

WHEREAS, MUSC is desirous of cooperating with the City and is minded to grant unto it a perpetual, non-exclusive stormwater drainage easement in and to the portions of the Property as hereinafter described.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the benefits to be derived primarily by MUSC from the drainage improvements to the Property, the City and MUSC have agreed as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated into this Agreement as fully and to the same extent as if set forth herein verbatim.

2. Grant of New COC Drainage Easement:

Subject to the remaining terms of this Agreement and to all matters of record in the Register of Deeds Office for Charleston County, South Carolina, and to all matters that an inspection of the Property and/or a true and correct survey of the Property would show (collectively, the “*Permitted Exceptions*”), MUSC has granted, bargained, sold and released and by these presents does hereby grant, bargain, sell and release unto the City, its successors and assigns, (the “*Grantee*”), a perpetual and assignable easement and right of way in, on, over and across that certain portion of the Property measuring approximately Six Thousand, One Hundred Forty-Eight Square Feet (6,148 SF) in size, more or less, all as more fully described on the attached Exhibit C (the “*Easement Area*”) for the location, construction, operation, maintenance, alteration and repair of the Stormwater System; together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, other vegetation, obstructions, structures, or obstacles within the limits of the Easement Area; reserving however to MUSC, its successors and assigns, all such rights and privileges in the Property as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines (the “*New COC DE*”).

The New COC DE shall run with the land and shall allow the City, its contractors, employees, guests and invitees the right of ingress and egress and access on, under and through the Easement Area for purposes of locating, constructing, operating, maintaining, altering and repairing the Stormwater System.

TO HAVE AND TO HOLD, all and singular, subject to the Permitted Exceptions as well as the terms, conditions and restrictions set forth below, the aforesaid Easement unto Grantee, its successors and assigns hereunder.

3. Maintenance of Stormwater System and Repair of the Easement Area. The City shall be solely responsible for the cost to locate, construct, operate, maintain, alter and repair the Stormwater System within the Easement Area. The City agrees that it may, at its sole cost and expense, periodically inspect, maintain and repair the Stormwater System and keep the same in good order and repair. MUSC shall have no responsibility to clean, inspect, maintain or repair the Stormwater System.

If the Easement Area, the Property, or any improvements thereon or therein shall be disturbed by the City's location, construction, operation, maintenance, alteration and repair of the Stormwater System, the City, at the City's sole cost and expense, shall restore the same to the condition that existed just prior to such disturbance. Once the Easement Area and Property has sufficiently been restored, the Grantee shall have no further responsibility to maintain the Easement Area.

4. Grantor Rights, Access, and Noninterference. MUSC shall have the right to use the Easement Area for purposes not inconsistent with the Grantee's use of the Easement Area. The Grantee will use its best efforts to minimize interference with MUSC's operations on the Property. MUSC and the Grantee shall cooperate in good faith in coordination and scheduling of the Grantee's use of the Easement Area for the purposes stated herein. Notwithstanding the foregoing,

the Easement Area shall be accessible to the Grantee at all times for the operation, repair, construction, replacement, and maintenance of the Stormwater System as necessary.

5. **Insurance Requirements.** The Grantee shall cause each contractor, architect, engineer and professional consultant which shall provide materials, labor or services within the Easement Area to purchase and maintain commercial general liability insurance as described in the attached insurance addendum which is incorporated herein by reference as Insurance Addendum, a copy of which is attached hereto as Exhibit E.

6. **Legal Effect and Duration of New COC DE.** Due to the benefits to be realized to the Property as well as to the other properties within the MUSC Pump Station Basin, the majority of which are owned and/or used by MUSC and MUHA, both being State entities, compelling circumstances exist for the New COC DE granted herein to be perpetual, commercial in nature, and to run with the land and continue to exist for as long as they are used for the purposes stated herein. The New COC DE granted herein shall bind the parties hereto and their successors and assigns and every person now or hereafter acquiring an interest in or lien upon any portion of the Property. In the event the Grantee should abandon the New COC DE or determine that the New COC DE is no longer necessary, written notice will be given to the then-current owner of the Property of said abandonment.

7. **Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Property or the Easement Area to the general public or for any general public use or purpose whatsoever, it being the intention of the parties hereto that nothing in this Agreement, whether expressed or implied, shall confer upon any person other than the parties hereto, their successors, assigns, employees, and agents, any rights or remedies under or by reason of this Agreement.

8. **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate owner, and no Party hereto shall have the right to act as an agent for another Party to this Agreement, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

9. **Severability.** If any provision of this Agreement shall, in whole or in part, prove to be invalid for any reason, such invalidity shall affect only the portion of such provision which shall be invalid, and in all other respects the Agreement shall stand as if such invalid provision, or other invalid portion thereof, had not been a part hereof. The Parties agree that this Agreement shall be enforced to the fullest extent permitted by law. Accordingly, if, in any judicial proceeding, a court shall determine that any provision is invalid or unenforceable as written, the Parties consent to an interpretation by the court which will provide enforcement to the maximum extent permitted by law.

10. **Governing Law.** This Agreement has been executed and delivered in the State of South Carolina, and its validity, interpretation, performance and enforcement, and all matters

relating thereto, shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina.

11. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter hereof, and no prior contemporaneous oral or written representations or agreements among the parties with respect to the subject matter hereof shall have legal effect.

12. **Modification.** This Agreement may be amended, modified or terminated at any time by declaration in writing, executed and acknowledged by the parties hereto or their successors and/or assigns.

13. **Successors in Interest.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable against the Grantor and the Grantee, their respective successors and assigns, and the owners of all or any portion of the Grantor Property, it being the intent of the parties that the benefits and obligations hereunder run with the ownership of the Grantor Property.

14. **Equitable and Other Relief.** In the event of a breach, or any attempted or threatened breach, of the provisions of this Agreement, this Agreement may be enforced by decree of specific performance upon the application of either party or their respective successors or assigns, as the case may be. This provision shall not be interpreted to exclude other remedies available at law or in equity, including monetary damages.

15. **Further Assurances.** All of the parties hereto covenant and agree to execute and deliver such further and other instruments, subject to any requisite approvals under S.C. Code Section 1-11-65 or other applicable law, and do all matters and things which may be reasonably necessary, to carry out the intentions of this Agreement.

16. **No Waiver.** No delay or failure of any party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall impair enforcement or be construed as a waiver of either party's right to demand exact compliance with the terms hereof. No waiver by either party shall be valid unless made in writing and signed by the party to be charged, and then only to the extent expressly set forth therein.

17. **Captions.** The headings and captions in this Agreement are included for convenience and reference only and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any portion hereof.

18. **Counterparts and Signature Pages.** This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document.

19. **Recordation.** This Agreement shall be recorded with the Charleston County Register of Deeds office after it is duly executed by all parties.

IN WITNESS WHEREOF, the undersigned has set its Hand and Seal the day and year first above written.

WITNESSES:

Sarah Lineberry
Witness #1

Deann Beebe
Witness #2 / Notary

GRANTOR:

Rick Anderson
The Medical University of South Carolina

By: RICK ANDERSON
EXECUTIVE VICE PRESIDENT
Its: FOR FINANCE AND OPERATIONS

MUSCUMHA
OFFICE OF THE
GENERAL COUNSEL
APPROVED AS 1013004
Deann B. Beebe
July 13, 2015

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

I, Deann Beebe, Notary Public for the State of South Carolina, do hereby certify THE MEDICAL UNIVERSITY OF SOUTH CAROLINA, by Rick Anderson, its VP of Finance + Operations, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as its deed and act.

Subscribed to and sworn before me this 22nd day of July 2025.

Deann Beebe
Notary Public for the State of South Carolina
My commission expires: Jan 10, 2027

Deann B. Beebe
Notary Public, State of South Carolina
My Commission Expires January 10, 2027

IN WITNESS WHEREOF, the undersigned has set its Hand and Seal the day and year first above written.

WITNESSES:

GRANTEE:

Witness #1

City of Charleston
William S. Cogswell, Jr.
Mayor

Witness #2 / Notary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

I, _____, Notary Public for the State of South Carolina, do hereby certify the City of Charleston, a municipal corporation, by William S. Cogswell, Jr., its Mayor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as its deed and act.

Subscribed to and sworn before me this ____ day of _____ 2025.

Notary Public for the State of South Carolina
My commission expires: _____

EXHIBIT A
(Legal Description of Property)

All that piece, parcel, lot, or tract of land, including the buildings and improvements thereon, being located and situated in the City and County of Charleston, State of South Carolina, measuring approximately 4.00 Acres in size, more or less, shown and identified as Parcel B-1 on a plat entitled "SUBDIVISION AND AS-BUILT SURVEY OF A PORTION OF MUSC MEDICAL COMPLEX PARCEL B CONTAINING 5.98 ACRES INTO PARCEL B-1 CONTAINING 4.00 ACRES, INTO PARCEL B-2 CONTAINING 1.71 ACRES, PARCEL B-3 CONTAINING 0.27 ACRES, A NEW STORM DRAINAGE PUMP STATION EASEMENT AND A NEW ACCESS/UTILITY EASEMENT," which plat was prepared for the Medical University of South Carolina by 2AD Surveying Company, Inc., dated May 6, 2004, and recorded in the offices of the Charleston County Register of Deeds in Plat Book EH at Page 75 on May 13, 2004, reference to said plat being craved for a more accurate and complete description of the size, shape, dimensions, buttings and boundings.

LESS AND EXCEPTING those portions of the above described property conveyed to the County of Charleston by the Medical University of South Carolina, formerly known as The Medical College of the State of South Carolina, in relation to that certain project known as "MUSC Infrastructure Improvements," Charleston County file number 10.037467A, pursuant to that Title to Real Estate recorded with the Charleston County Register of Deeds office on September 9, 2009 in Book 0080 at Page 210.

This being a portion of the same property conveyed to the Medical College of South Carolina, now known as the Medical University of South Carolina, by Deed of the County Council of Charleston County dated October 10, 1951 and recorded October 12, 1951 in Book Z51, Page 575 with the Charleston County Register of Deeds office; and by Deed of Health Sciences Foundation dated August 19, 1988 and recorded in Book K177 at Page 273 in the aforesaid Register of Deeds office.

TMS No. 460-14-00-004

EXHIBIT B

**(Agreement Between the City of Charleston and
the Medical University of South Carolina)
(11 pages)**

EXHIBIT C
(Description of Easement Area)

All that certain portion of the Property, measuring approximately Six Thousand, One Hundred Forty-Eight Square Feet (6,148 SF) in size, more or less, being shown as that left to right diagonally hatched area identified as "NEW COC DE (EASEMENT AREA 6,148 ft² of T.M.S. #460-14-00-004) ~TO BE ACQUIRED BY THE CITY OF CHARLESTON" on a plat entitled "AN EASEMENT PLAT / NEW COC DRAINAGE EASEMENTS & NEW COC STORMWATER PUMP STATION EASEMENTS TO BE ACQUIRED BY THE CITY OF CHARLESTON FOR THEIR 'MUSC PUMP STATION UPFIT' PROJECT / SURVEYED FOR THE CITY OF CHARLESTON / LOCATED AT THE NORTHWEST CORNER OF T.M.S. #460-14-00-025 / NORTH OF THE INTERSECTION OF 'BRAVO STREET' WITH 'RALPH H. JOHNSON DRIVE' / CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Cornerstone Surveying & Engineering, Inc., dated November 16, 2023 and last revised on December 3, 2024, and recorded with the Charleston County Register of Deeds office on _____ in Book _____ at Page _____, a copy of which is attached hereto as Exhibit D and incorporated herein by reference.

Said Easement Area having such size, shape, location, butting, and bounding as shown on the aforementioned plat, reference to which is hereby craved for a more complete description.

EXHIBIT D
(Easement Plat)

EXHIBIT E
(Insurance Addendum)

[illegible]



CITY OF CHARLESTON

Department of Public Service
Engineering Division
2 George Street, Suite 2100
Charleston, SC 29401

ENCROACHMENT AGREEMENT REQUEST

Property Owner/Renter: Stanley Martin Homes, LLC

Mailing Address: 11710 Plaza America Drive, Suite 1100

Email: bishopal@stanleymartin.com

City/State/Zip: Reston, VA 20190-4771

Telephone: N/A

Work: N/A




Cell: 913-787-4367

Contractor: Brett Shatzer

Contact/Number/Email 843-934-7410

DESCRIBE ENCROACHMENT

1. Description of encroachment: Roof overhang extends 18" into the public drainage easement
2. Method for securing: N/A
3. Property description and address where encroachment is requesting to be placed (**Exhibit A**):
drainage easement between 113 Etta Way and 109 Etta Way
4. Drawing/sketches (to scale, submitted on 8.5"x11" sheets, multiple sheets if necessary) (**Exhibit B**) to include:
 - a. Plan view including the following if applicable: width of sidewalk; location of encroachments; location of any easements; any existing street fixtures; road width; driveway or sidewalk location; sprinkler head locations; and fence and gate locations. Utilize approved symbols for locations in blue or black ink. All other symbols should be defined in a key. Do not use highlighters.
 - b. Submittals for driveway encroachments are only applicable when non-standard materials are used in the right-of-way. Submittals for sidewalk encroachments are only applicable for any privately constructed, non-dedicated sidewalk in the right-of-way.
 - c. Elevation view (to scale)
 - d. Photograph
5. Business License, if applicable
6. B.A.R. approval, if applicable
7. Zoning approval, if applicable
8. Complete and execute Encroachment Agreement form. The form must be **typed**.
9. Two witnesses for signature and a notary on the completed Encroachment Agreement form, signed in **blue ink**.
10. Provide processing fee of **\$25.00**. Checks shall be made payable to the **City of Charleston**.
11. Provide recordation fee of **\$25.00** upon submission of application. Checks shall be made payable to the **Register of Deeds** for the appropriate county.

 Fence
 Sprinkler Head
 Gate

RECEIVED BY PUBLIC SERVICES: _____ DATE: _____

*Note: Only complete applications will be accepted. All other applications will be returned. Any photocopies, facsimile, illegible, or incomplete applications and/or agreements **will not** be accepted.*

Applicant will be notified after the Public Works and Utilities Committee or Public Service Review meeting where a decision will be made with respect to the grantee's completed application.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TEMPORARY / PERMANENT
ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made in the County and City of Charleston, SC, on 11th day of June, 2025 by and between The City of Charleston, a South Carolina Municipal Corporation (hereinafter referred to as "City") and Stanley Martin Homes, LLC (hereinafter referred to as "Grantee").

Whereas, the City is the owner of the property, sidewalk, or right-of-way located at (property address) drainage easement between 113 Etta Way and 109 Etta Way in the City of Charleston, South Carolina ("Property"), and is more fully shown on Exhibit A, attached hereto and incorporated by reference herein; and

Whereas, Grantee desires to install/construct a (Describe Encroachment) TMS #: 276-01-05-004
Roof overhang extends 18" into the public drainage easement ("Encroachment"); and

Whereas, Grantee desires to install/construct the Encroachments on the City's Property as shown on Exhibit B ("Encroachment Area") which is attached hereto and incorporated by reference herein; and

Whereas, the City is willing to permit the aforementioned Encroachment strictly in accordance with the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. The aforesaid recitals are incorporated herein verbatim.
2. **No Interest in Encroachment Area.** The Grantee shall not acquire any right, title, or interest in or to the City's Property as fully described and depicted in Exhibit A or the portion thereof affected by this Agreement. Grantee understands and agrees that the Encroachment is for a permissive use only and that the placing of the Encroachment shall not operate to create or vest any property rights in Grantee.
3. **Access.** The City shall have free and complete access to the Property for maintenance and repair of the Property, and the Grantee shall hold harmless the City for any damage that may be done to the Encroachment by the City during maintenance and repair of the Property.
4. **Maintenance of Encroachment.** The Grantee shall maintain the Encroachment in a good and safe condition as long as the Encroachment remains on the Property. Further, the Grantee understands and acknowledges that should the Grantee damage and/or disturb the Property and/or the Encroachment, the Grantee shall be solely responsible for repairing the destroyed/disturbed Property and the Encroachment to the City's satisfaction.
 - a. ☐ If this box is checked by the City, a general liability insurance policy with combined single liability limits for personal injury or death and property damage in the amount of \$1,000,000.00 per occurrence shall be required by the Grantee naming the City as an additional insured. Grantee agrees to provide proof of such policy to the City prior to the installation of the Encroachment.
5. **Indemnification.** Grantee shall indemnify, defend, and hold harmless the City against any and all claims or suits for damages or injury arising from Grantee's Encroachment or use of the Encroachment or from any activity, work, or act done, permitted, or suffered by Grantee in or about the Encroachment, and shall further indemnify, defend, and hold harmless the City against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Grantee hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.
6. **Assignment.** Grantee shall not assign this Agreement without the prior written consent of the City.
7. **Successors and Assigns.** This Agreement shall be binding upon the Grantee, its successors, and assigns.
8. **Removal of Encroachment.** Any unlawful encroachments existing in the public right-of-way shall be subject to removal and the owner shall be responsible for labor and costs associated with such removal. Any encroachments existing in the public right-of-way shall be removed upon twenty-four (24) hours notice given by the Department of Public Service when such removal is necessary to repair or improve the right-of-way. If it is necessary to remove the encroachment(s), the owner shall be responsible for labor and costs associated with removal and reinstallation. In the event that the City Police, Fire, Public Service or Traffic and Transportation departments determine that the location of an encroachment constitutes an immediate physical danger to life, safety, or health, the encroachment may be removed immediately without prior notice. If the city removes an encroachment, a notice of removal shall be sent to the owner as soon as practicable under the circumstances. Any abandoned encroachment shall

be subject to removal. For purposes hereof, "abandoned" shall mean the vacating of the premises by the encroachment's owner/applicant for a period of seven (7) consecutive days or more. Any costs incurred to the City in restoring the public right-of-way to the condition that existed prior to the encroachment shall be the responsibility of the encroachment owner/applicant.

9. **Notice.** All notices required herein shall be sent via First Class U.S. Mail with postage prepaid thereon to the parties as follows:

To City: Department of Public Service Engineering Division 2 George Street, Suite 2100 Charleston, South Carolina 29401	To Grantee: <u>Stanley Martin Homes, LLC</u> <u>774 S Shelmore Blvd, Suite 111</u> <u>Mount Pleasant, South Carolina 29464</u>
Location of Encroachment <u>drainage easement between 113 Etta Way and 109 Etta Way</u>	

Notices shall be deemed effectively served upon the deposit in the United States Mail.

10. Applicable Law. This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the municipal ordinances of the City of Charleston and the laws of the State of South Carolina.

11. Entire Agreement. This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto.

IN WITNESS WHEREOF, both parties have caused this to be duly executed this Temporary / Encroachment Agreement as of the date first above written and agree to all provisions as stipulated above.

SIGNED AND DELIVERED IN THE PRESENCE OF: _____ Date: _____ _____ Date: _____ Witnesses of the Mayor/Director of Public Services Department The foregoing instrument was acknowledged before me by its maker. _____ Date: _____ Signature of Notary	THE CITY OF CHARLESTON BY: _____ Date: _____ Mayor/Director of Public Services Department _____ Commission Expires
--	--

SIGNED AND DELIVERED IN THE PRESENCE OF: <u>[Signature]</u> Date: <u>6/11/25</u> <u>[Signature]</u> Date: <u>06/11/25</u> Witnesses of Grantee's Signature The foregoing instrument was acknowledged before me by its maker. <u>[Signature]</u> Date: <u>6/11/25</u> Signature of Notary	THE GRANTEE BY: <u>[Signature]</u> Date: <u>6/11/25</u> Grantee Josh W. Balamuta Printed Name <u>12/21/2032</u> Commission Expires
---	--



Committee on Public Works Decision

☐ Approved ☐ Disapproved

Date

Conditions and/or Restrictions are described on the sheet labeled "Encroachment Inspection Review" or "Encroachment Checklist". Please refer to that for Maintenance Requirements and Construction Standards. Additional Conditions: _____

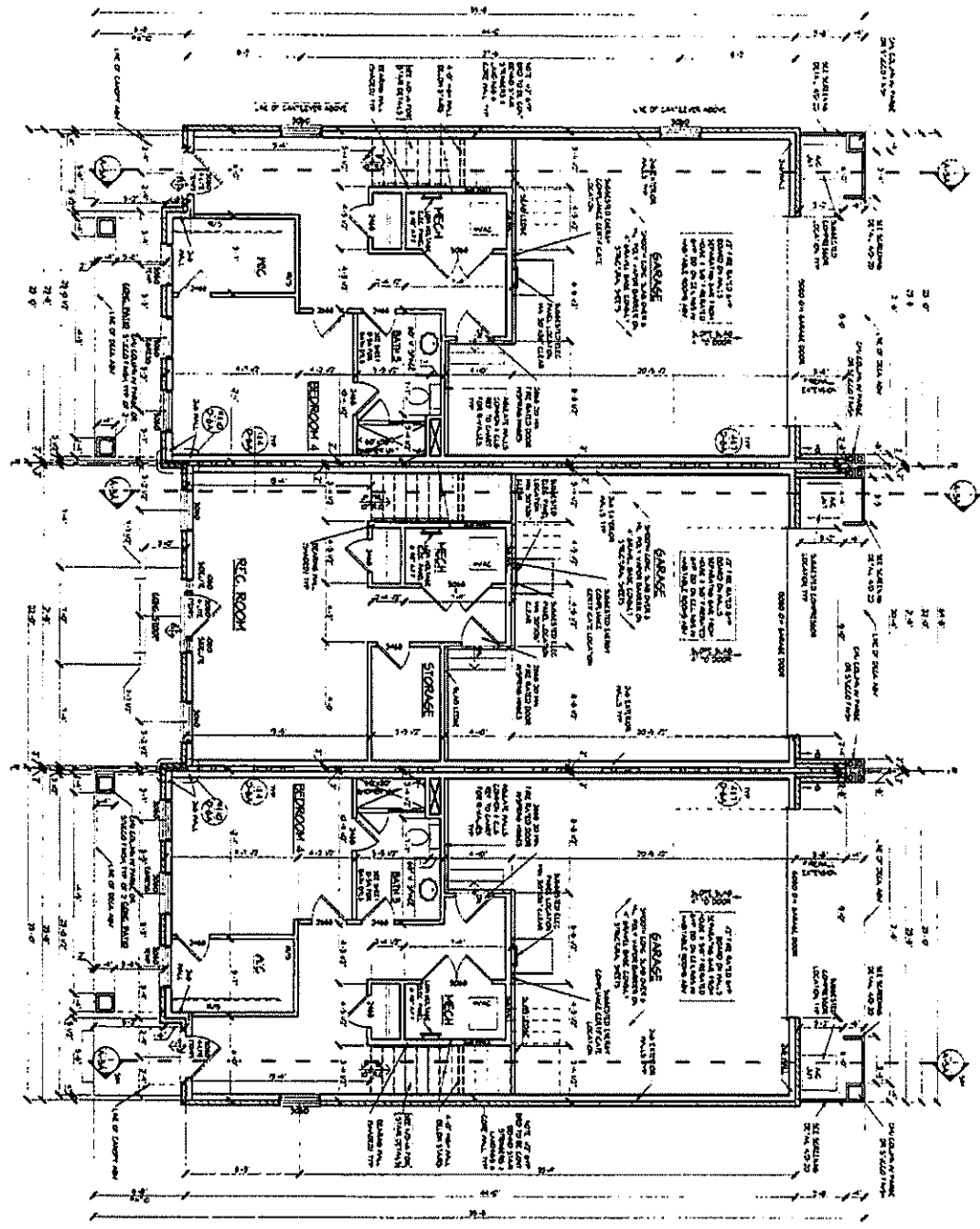
[illegible]

1 LOWER LEVEL PLAN

LOT 6
CARTRIGHT RD
ELEVATION 'A'
FTE. 1100

LOT 5
FAIRCHILD RD
ELEVATION 'C'
FTE. 1100

LOT 4
CARTRIGHT RD
ELEVATION 'A'
FTE. 1100



REFER TO PAGE A-8 FOR
DETAILS, NOTES AND
DIVISIONS

<p>SHEET</p> <p>A-1/A</p>	<p>LOWER LEVEL PLAN</p>	<p>DATE: 02-20-2010</p>	<p>DATE: 02-20-2010</p>	<p>NAME:</p> <p>MARSH & DANIEL BLAND</p> <p>CARTRIGHT & FAIRCHILD</p> <p>3-5700 LOT 5 456</p> <p>CHARLESTON</p>		<p>STANLEY MARTIN</p> <p>HOMES</p> <p>10 PLAZA AVENUE DRIVE SUITE 100 WESTON, VA 20187</p> <p>PHONE: 703-884-5000 FAX: 703-884-5100</p>
	<p>THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF STANLEY MARTIN HOMES AND MAY NOT BE COPIED OR REPRODUCED IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF STANLEY MARTIN HOMES. ALL PLANS ARE TO BE RETURNED TO STANLEY MARTIN HOMES.</p>					

1 FRONT ELEVATION

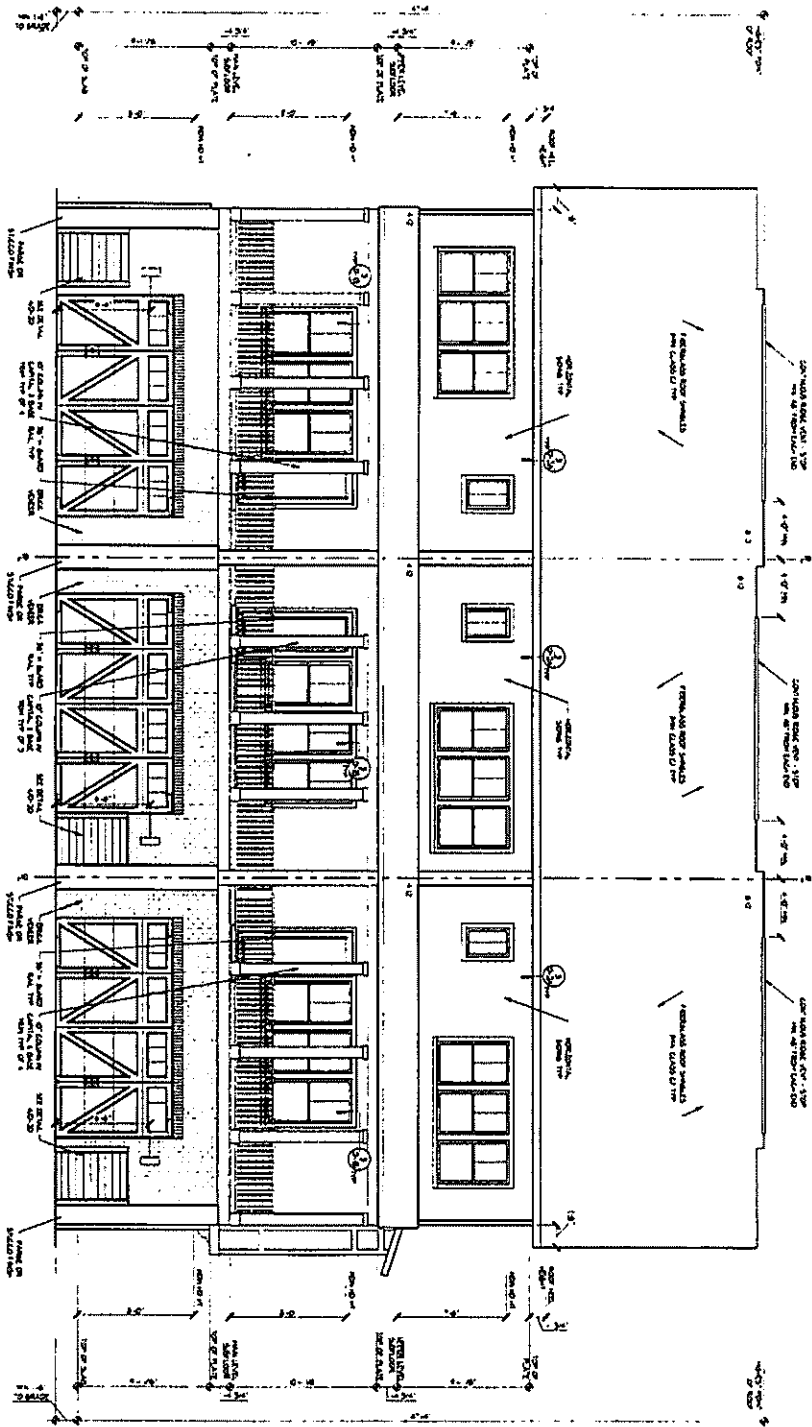
LOT 6
CARTRIGHT RD
ELEVATION 'A'
FTE. 1100

LOT 5
FAIRCHILD RD
ELEVATION 'C'
FTE. 1100

LOT 4
CARTRIGHT RD
ELEVATION 'A'
FTE. 1100



<p>DATE: 10/20/2015 DRAWN: J. MARTIN CHECKED: J. MARTIN DATE: 10/20/2015</p>	<p>VARIES & DAVE BLAD CARTRIGHT & FAIRCHILD 3-STOREY LOTS 456 CHARleston</p>	<p>STANLEY MARTIN HOMES</p> <p>10 PLAZA AMERICA DRIVE S.W. 100 RESTON, VA 20190 PHONE: (703) 844-8000 FAX: (703) 844-8000</p>
	<p>FRONT ELEVATION</p>	



1 REAR ELEVATION

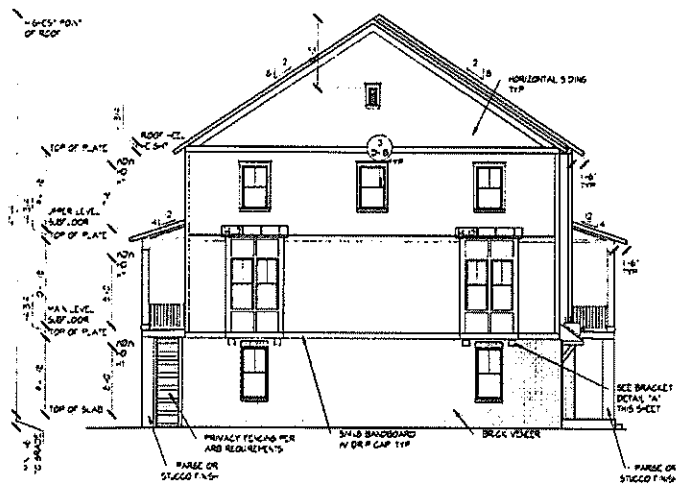
LOT 4
CARTRIGHT (L)
ELEVATION 'A'
FFE: 1100

LOT 5
PARCHELD (R)
ELEVATION 'C'
FFE: 1100

LOT 6
CARTRIGHT (R)
ELEVATION 'A'
FFE: 1100

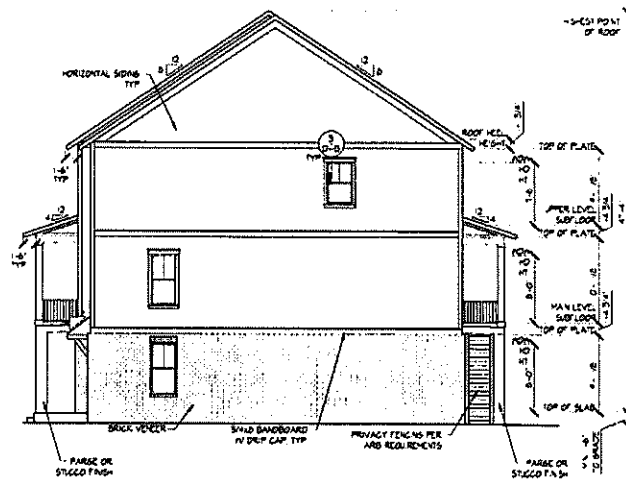
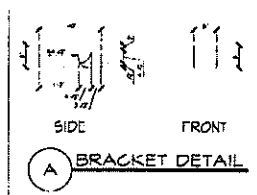
A-4B	PLANNING DESIGN BY	DATE: 10/20/05	MODEL VARS-ES & JANE, SAND CARTRIGHT (L) & (R) 3-5 TRIP LOTS 456 2-AR 16'0"		STANLEY MARTIN HOMES 10 PLAZA AMERICA DRIVE SUITE 200 WESTON VA 20187 PHONE: (703) 944-5000 FAX: (703) 944-5004
	REAR ELEVATION	DATE: 10/20/05			

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1 LEFT SIDE ELEVATION

LOT 6
CARTRIGHT (R)
ELEVATION "A"
FTE. 1100



1 RIGHT SIDE ELEVATION

LOT 4
CARTRIGHT (L)
ELEVATION "A"
FTE. 1100

STANLEY MARTIN
HOMES



VALUES &
DATE: 10/10/2020
CARTRIGHT (R)
ELEVATION "A"
FTE. 1100

VALUES &
DATE: 10/10/2020
CARTRIGHT (L)
ELEVATION "A"
FTE. 1100

VALUES &
DATE: 10/10/2020
CARTRIGHT (R)
ELEVATION "A"
FTE. 1100

VALUES &
DATE: 10/10/2020
CARTRIGHT (L)
ELEVATION "A"
FTE. 1100

62.)



CITY OF CHARLESTON

Department of Public Service
Engineering Division
2 George Street, Suite 2100
Charleston, SC 29401

ENCROACHMENT AGREEMENT REQUEST

Property Owner/Renter: Stanley Martin Homes, LLC

Mailing Address: 11710 Plaza America Drive, Suite 1100 Email: bishopal@stanleymartin.com




City/State/Zip: Reston, VA 20190-4771

Telephone: N/A Work: N/A Cell: 913-787-4367

Contractor: Brett Shatzer Contact/Number/Email 843-934-7410

DESCRIBE ENCROACHMENT

1. Description of encroachment: Roof overhang extends 18" into the public drainage easement
2. Method for securing: N/A
3. Property description and address where encroachment is requesting to be placed (**Exhibit A**):
drainage easement between 109 Elta Way and 113 Elta Way
4. Drawing/sketches (to scale, submitted on 8.5"x11" sheets, multiple sheets if necessary) (**Exhibit B**) to include:
 - a. Plan view including the following if applicable: width of sidewalk; location of encroachments; location of any easements; any existing street fixtures; road width; driveway or sidewalk location; sprinkler head locations; and fence and gate locations. Utilize approved symbols for locations in blue or black ink. All other symbols should be defined in a key. Do not use highlighters.
 - b. Submittals for driveway encroachments are only applicable when non-standard materials are used in the right-of-way. Submittals for sidewalk encroachments are only applicable for any privately constructed, non-dedicated sidewalk in the right-of-way.
 - c. Elevation view (to scale)
 - d. Photograph
5. Business License, if applicable
6. B.A.R. approval, if applicable
7. Zoning approval, if applicable
8. Complete and execute Encroachment Agreement form. The form must be **typed**.
9. Two witnesses for signature and a notary on the completed Encroachment Agreement form, signed in **blue ink**.
10. Provide processing fee of **\$25.00**. Checks shall be made payable to the **City of Charleston**.
11. Provide recordation fee of **\$25.00** upon submission of application. Checks shall be made payable to the **Register of Deeds** for the appropriate county.

 Fence
 Sprinkler Head
 Gate

RECEIVED BY PUBLIC SERVICES: _____ DATE: _____

Note: Only complete applications will be accepted. All other applications will be returned. Any photocopies, facsimile, illegible, or incomplete applications and/or agreements will not be accepted.

Applicant will be notified after the Public Works and Utilities Committee or Public Service Review meeting where a decision will be made with respect to the grantee's completed application.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TEMPORARY / PERMANENT
ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made in the County and City of Charleston, SC, on 11th day of June, 2025 by and between The City of Charleston, a South Carolina Municipal Corporation (hereinafter referred to as "City") and Stanley Martin Homes, LLC (hereinafter referred to as "Grantee").

Whereas, the City is the owner of the property, sidewalk, or right-of-way located at (property address) _____, drainage easement between 109 Etta Way and 113 Etta Way in the City of Charleston, South Carolina ("Property"), and is more fully shown on Exhibit A, attached hereto and incorporated by reference herein; and

Whereas, Grantee desires to install/construct a (Describe Encroachment) TMS #: 276-01-05-004
Roof overhang extends 18" into the public drainage easement ("Encroachment"); and

Whereas, Grantee desires to install/construct the Encroachments on the City's Property as shown on Exhibit B ("**Encroachment Area**") which is attached hereto and incorporated by reference herein; and

Whereas, the City is willing to permit the aforementioned Encroachment strictly in accordance with the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. The aforesaid recitals are incorporated herein verbatim.
2. **No Interest in Encroachment Area.** The Grantee shall not acquire any right, title, or interest in or to the City's Property as fully described and depicted in Exhibit A or the portion thereof affected by this Agreement. Grantee understands and agrees that the Encroachment is for a permissive use only and that the placing of the Encroachment shall not operate to create or vest any property rights in Grantee.
3. **Access.** The City shall have free and complete access to the Property for maintenance and repair of the Property, and the Grantee shall hold harmless the City for any damage that may be done to the Encroachment by the City during maintenance and repair of the Property.
4. **Maintenance of Encroachment.** The Grantee shall maintain the Encroachment in a good and safe condition as long as the Encroachment remains on the Property. Further, the Grantee understands and acknowledges that should the Grantee damage and/or disturb the Property and/or the Encroachment, the Grantee shall be solely responsible for repairing the destroyed/disturbed Property and the Encroachment to the City's satisfaction.
 - a. ☐ If this box is checked by the City, a general liability insurance policy with combined single liability limits for personal injury or death and property damage in the amount of \$1,000,000.00 per occurrence shall be required by the Grantee naming the City as an additional insured. Grantee agrees to provide proof of such policy to the City prior to the installation of the Encroachment.
5. **Indemnification.** Grantee shall indemnify, defend, and hold harmless the City against any and all claims or suits for damages or injury arising from Grantee's Encroachment or use of the Encroachment or from any activity, work, or act done, permitted, or suffered by Grantee in or about the Encroachment, and shall further indemnify, defend, and hold harmless the City against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Grantee hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.
6. **Assignment.** Grantee shall not assign this Agreement without the prior written consent of the City.
7. **Successors and Assigns.** This Agreement shall be binding upon the Grantee, its successors, and assigns.
8. **Removal of Encroachment.** Any unlawful encroachments existing in the public right-of-way shall be subject to removal and the owner shall be responsible for labor and costs associated with such removal. Any encroachments existing in the public right-of-way shall be removed upon twenty-four (24) hours notice given by the Department of Public Service when such removal is necessary to repair or improve the right-of-way. If it is necessary to remove the encroachment(s), the owner shall be responsible for labor and costs associated with removal and reinstallation. In the event that the City Police, Fire, Public Service or Traffic and Transportation departments determine that the location of an encroachment constitutes an immediate physical danger to life, safety, or health, the encroachment may be removed immediately without prior notice. If the city removes an encroachment, a notice of removal shall be sent to the owner as soon as practicable under the circumstances. Any abandoned encroachment shall

be subject to removal. For purposes hereof, "abandoned" shall mean the vacating of the premises by the encroachment's owner/applicant for a period of seven (7) consecutive days or more. Any costs incurred to the City in restoring the public right-of-way to the condition that existed prior to the encroachment shall be the responsibility of the encroachment owner/applicant.

9. **Notice.** All notices required herein shall be sent via First Class U.S. Mail with postage prepaid thereon to the parties as follows:

To City: Department of Public Service Engineering Division 2 George Street, Suite 2100 Charleston, South Carolina 29401	To Grantee: <u>Stanley Martin Homes, LLC</u> <u>774 S Shelmore Blvd, Suite 111</u> <u>Mount Pleasant, South Carolina 29464</u>
Location of Encroachment <u>drainage easement between 113 Etta Way and 109 Etta Way</u>	

Notices shall be deemed effectively served upon the deposit in the United States Mail.

10. Applicable Law. This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the municipal ordinances of the City of Charleston and the laws of the State of South Carolina.

11. Entire Agreement. This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto.

IN WITNESS WHEREOF, both parties have caused this to be duly executed this Temporary / Encroachment Agreement as of the date first above written and agree to all provisions as stipulated above.

SIGNED AND DELIVERED IN THE PRESENCE OF: _____ Date: _____ _____ Date: _____ Witnesses of the Mayor/Director of Public Services Department The foregoing instrument was acknowledged before me by its maker. _____ Date: _____ Signature of Notary	THE CITY OF CHARLESTON BY: _____ Date: _____ Mayor/Director of Public Services Department _____ Commission Expires
--	---

SIGNED AND DELIVERED IN THE PRESENCE OF: <u>DC 2011</u> _____ Date: <u>6/11/25</u> <u>Amy B. Butler</u> _____ Date: <u>6/11/25</u> Witnesses of Grantee's Signature The foregoing instrument was acknowledged before me by its maker. <u>Emtomi</u> _____ Date: <u>6/11/2025</u> Signature of Notary	THE GRANTEE BY: <u>Josh W. Balamuta</u> Date: <u>6/11/25</u> Grantee Josh W. Balamuta Printed Name <u>12/21/2032</u> Commission Expires
---	--



Committee on Public Works Decision

☐ Approved ☐ Disapproved

Date

Conditions and/or Restrictions are described on the sheet labeled "Encroachment Inspection Review" or "Encroachment Checklist". Please refer to that for Maintenance Requirements and Construction Standards. Additional Conditions: _____

LIST OF DRAWINGS

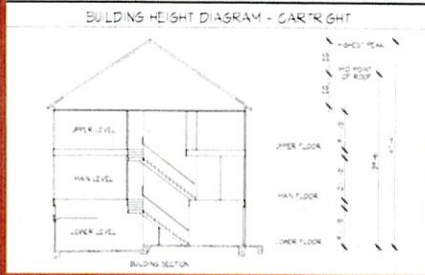
NO.	DESCRIPTION	REV.	REV.	REV.	REV.
C-1	COVER SHEET - IN INDEX HEIGHT AREA CALCS & CODES				
C-2	COVER SHEET - IN INDEX HEIGHT AREA CALCS & CODES				
C-3	COVER SHEET - IN INDEX HEIGHT AREA CALCS & CODES				
FLOOR PLANS					
A-04	SLAB PLAN/SECTION PLAN				
A-1A	LOWER LEVEL SLAB PLAN				
A-1B	MAIN LEVEL SLAB PLAN				
A-1C	UPPER LEVEL SLAB PLAN				
A-1D	LOT 3 REFERENCE PLAN				
A-1E	LOT 2 REFERENCE PLAN				
A-1F	LOT 1 REFERENCE PLAN				
ELEVATIONS & ROOF PLAN					
A-08A	FRONT ELEVATION				
A-08B	REAR ELEVATION				
A-08C	SIDE ELEVATION				
A-08D	ROOF PLAN				
BUILDING SECTIONS					
A-09A	BUILDING SECTION - CARTRIGHT				
A-09B	BUILDING SECTION - FAIRCHILD				
STANDARD DETAILS					
D-01A	TYPICAL ARCHITECTURAL FRAMING DETAILS - TRIM 2				
D-01B	TYPICAL ARCHITECTURAL FRAMING DETAILS - TRIM 2				
D-01C	TYPICAL ARCHITECTURAL EXTERIOR TRIM DETAILS - TRIM 2				
D-01D	TYPICAL ARCHITECTURAL EXTERIOR TRIM DETAILS - TRIM 2				
D-01E	TYPICAL ARCHITECTURAL EXTERIOR TRIM DETAILS - TRIM 2				
D-01F	TYPICAL ARCHITECTURAL EXTERIOR TRIM DETAILS - TRIM 2				
D-01G	TYPICAL ARCHITECTURAL EXTERIOR TRIM DETAILS - TRIM 2				
D-01H	TYPICAL ARCHITECTURAL EXTERIOR TRIM DETAILS - TRIM 2				
D-01I	TYPICAL ARCHITECTURAL EXTERIOR TRIM DETAILS - TRIM 2				
D-01J	TYPICAL ARCHITECTURAL EXTERIOR TRIM DETAILS - TRIM 2				
D-01K	TYPICAL ARCHITECTURAL EXTERIOR TRIM DETAILS - TRIM 2				
D-01L	TYPICAL ARCHITECTURAL EXTERIOR TRIM DETAILS - TRIM 2				
D-01M	TYPICAL ARCHITECTURAL EXTERIOR TRIM DETAILS - TRIM 2				
D-01N	TYPICAL ARCHITECTURAL EXTERIOR TRIM DETAILS - TRIM 2				
D-01O	TYPICAL ARCHITECTURAL EXTERIOR TRIM DETAILS - TRIM 2				
D-01P	TYPICAL ARCHITECTURAL EXTERIOR TRIM DETAILS - TRIM 2				
D-01Q	TYPICAL ARCHITECTURAL EXTERIOR TRIM DETAILS - TRIM 2				
D-01R	TYPICAL ARCHITECTURAL EXTERIOR TRIM DETAILS - TRIM 2				
D-01S	TYPICAL ARCHITECTURAL EXTERIOR TRIM DETAILS - TRIM 2				
D-01T	TYPICAL ARCHITECTURAL EXTERIOR TRIM DETAILS - TRIM 2				
D-01U	TYPICAL ARCHITECTURAL EXTERIOR TRIM DETAILS - TRIM 2				
D-01V	TYPICAL ARCHITECTURAL EXTERIOR TRIM DETAILS - TRIM 2				
D-01W	TYPICAL ARCHITECTURAL EXTERIOR TRIM DETAILS - TRIM 2				
D-01X	TYPICAL ARCHITECTURAL EXTERIOR TRIM DETAILS - TRIM 2				
D-01Y	TYPICAL ARCHITECTURAL EXTERIOR TRIM DETAILS - TRIM 2				
D-01Z	TYPICAL ARCHITECTURAL EXTERIOR TRIM DETAILS - TRIM 2				
ELECTRICAL PLANS					
E-01	LOT 3 ELECTRICAL PLAN				
E-02	LOT 2 ELECTRICAL PLAN				
E-03	LOT 1 ELECTRICAL PLAN				
STRUCTURAL					
S-01	COVER SHEET				
S-02	REVISION LOG				
S-03	FOUNDATION DETAILS				
S-04	FOUNDATION DETAILS				
S-05	FOUNDATION PLAN - TRIM 2				
S-06	LOWER & MAIN LEVEL FRAMING PLAN - LOT 003				
S-07	UPPER LEVEL FRAMING PLAN - LOT 003				
S-08	UPPER LEVEL FRAMING PLAN - LOT 002				
S-09	UPPER LEVEL FRAMING PLAN - LOT 002				
S-10	UPPER LEVEL FRAMING PLAN - LOT 002				
S-11	UPPER LEVEL FRAMING PLAN - LOT 002				
S-12	UPPER LEVEL FRAMING PLAN - LOT 002				
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S-96	UPPER LEVEL FRAMING PLAN - LOT 002				
S-97	UPPER LEVEL FRAMING PLAN - LOT 002				
S-98	UPPER LEVEL FRAMING PLAN - LOT 002				
S-99	UPPER LEVEL FRAMING PLAN - LOT 002				
S-100	UPPER LEVEL FRAMING PLAN - LOT 002				

STANLEY MARTIN

CARTRIGHT

HB1# 001542

CHARLESTON - MARSHES @ DANIEL'S ISLAND

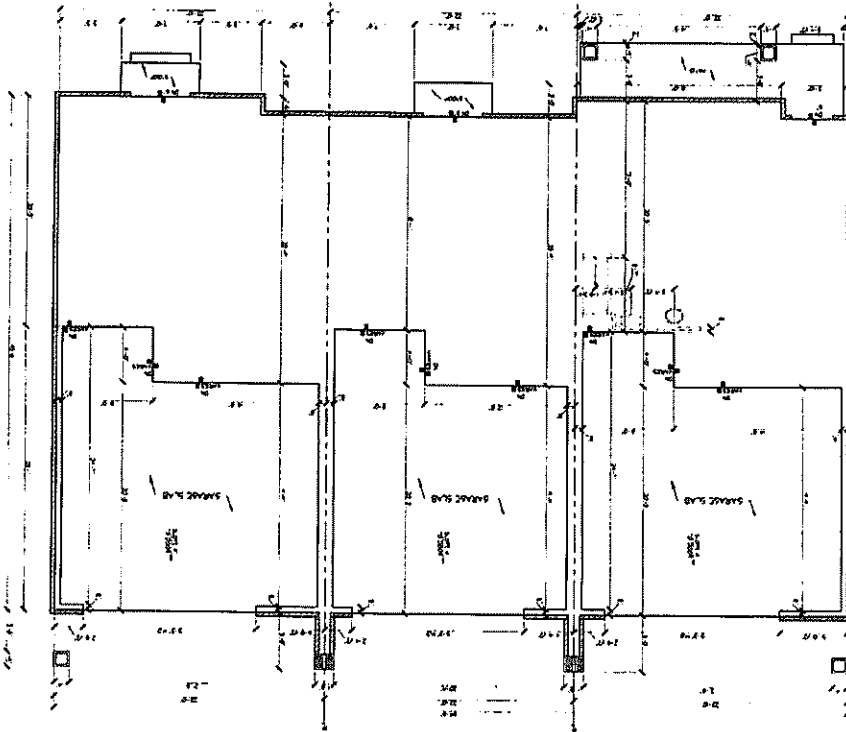


SCALE 1/4" = 1'-0"

LOT 3
CARTRIGHT RD
ELEVATION A.
FEE 11.00
REFER TO SHEET A-3
FOR FULL LOT DETAILS,
NOTES, AND DIMENSIONS

LOT 2
PAVED IN
ELEVATION 2.
PFC 1100
REFER TO SHEET A-2
FOR ALL LOT DETAILS,
NOTES, AND DIMENSIONS

LOT 1
CARPENTERS (N)
ELEVATION 2.
LIFE 1100
REFER TO SHEET A-1
FOR FULL LOT DETAILS,
NOTES, AND DIMENSIONS



5275 RICH RD
ALBANY, OR 97321
503-265-0549

4-0A

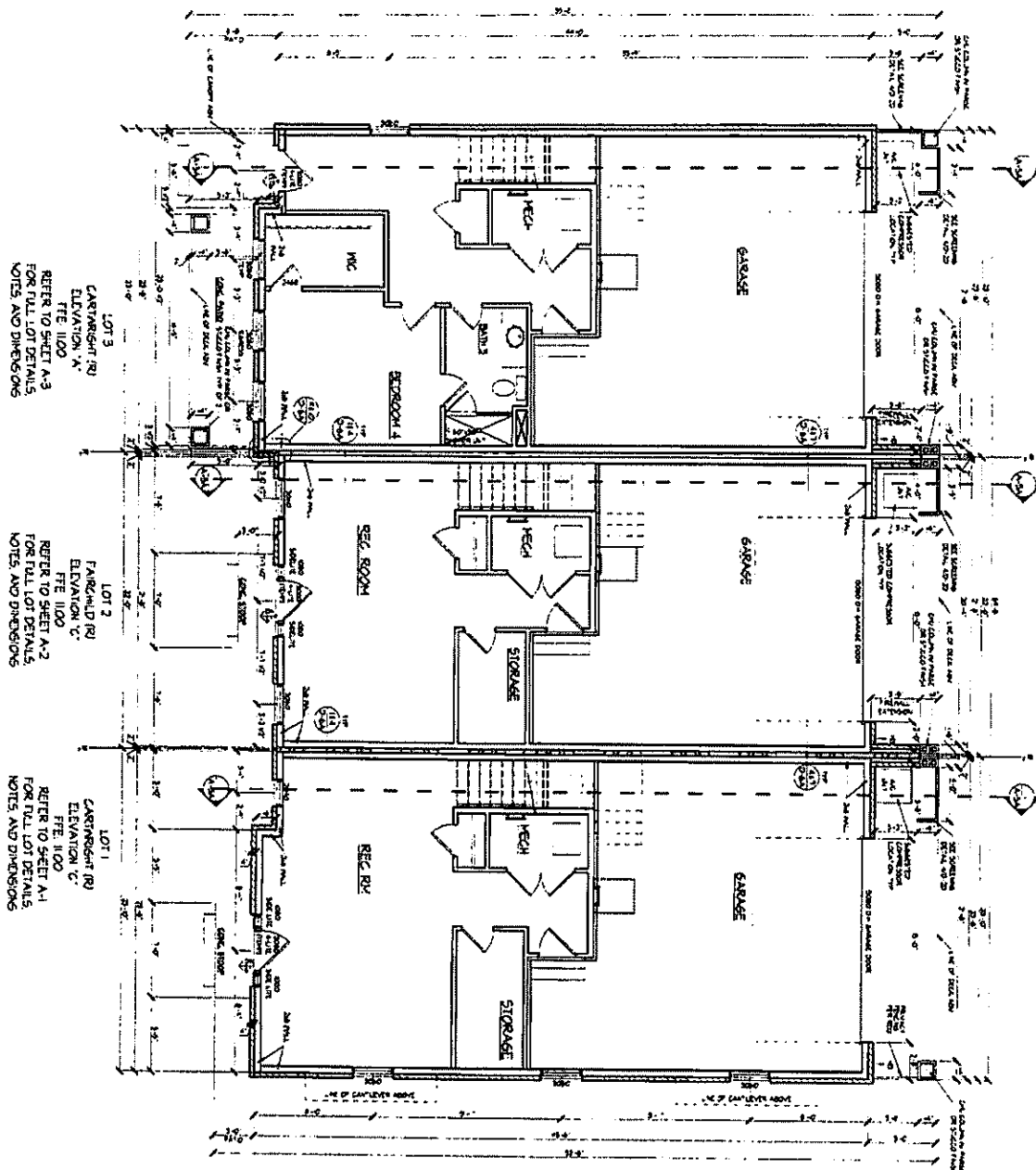
5-10-2018

VAR-25
DAVE GARD
CAREER-1000-2
A-5-90-075 23



STANLEY MARTIN
HOMES

1 LOWER LEVEL STRIP PLAN
SCALE 1/8"=1'-0"



<p>PLAN NO. 07500-00</p> <p>LOWER LEVEL STRIP PLAN</p>	<p>DATE: 10/20/2020</p> <p>BY: [Signature]</p> <p>CHECKED: [Signature]</p>	<p>MODEL:</p> <p>VARIES S</p> <p>JANE BLAND</p> <p>CARPORT 1 PARCELS</p> <p>A-S-RP LOTS 2B</p> <p>CHARLESTON</p>		<p>STANLEY MARTIN HOMES</p>
				<p>10 PLAZA AMERICA DRIVE SUITE 200 ROYAL VA 20180</p> <p>PHONE: 703-484-8000 FAX: 703-550-078</p>

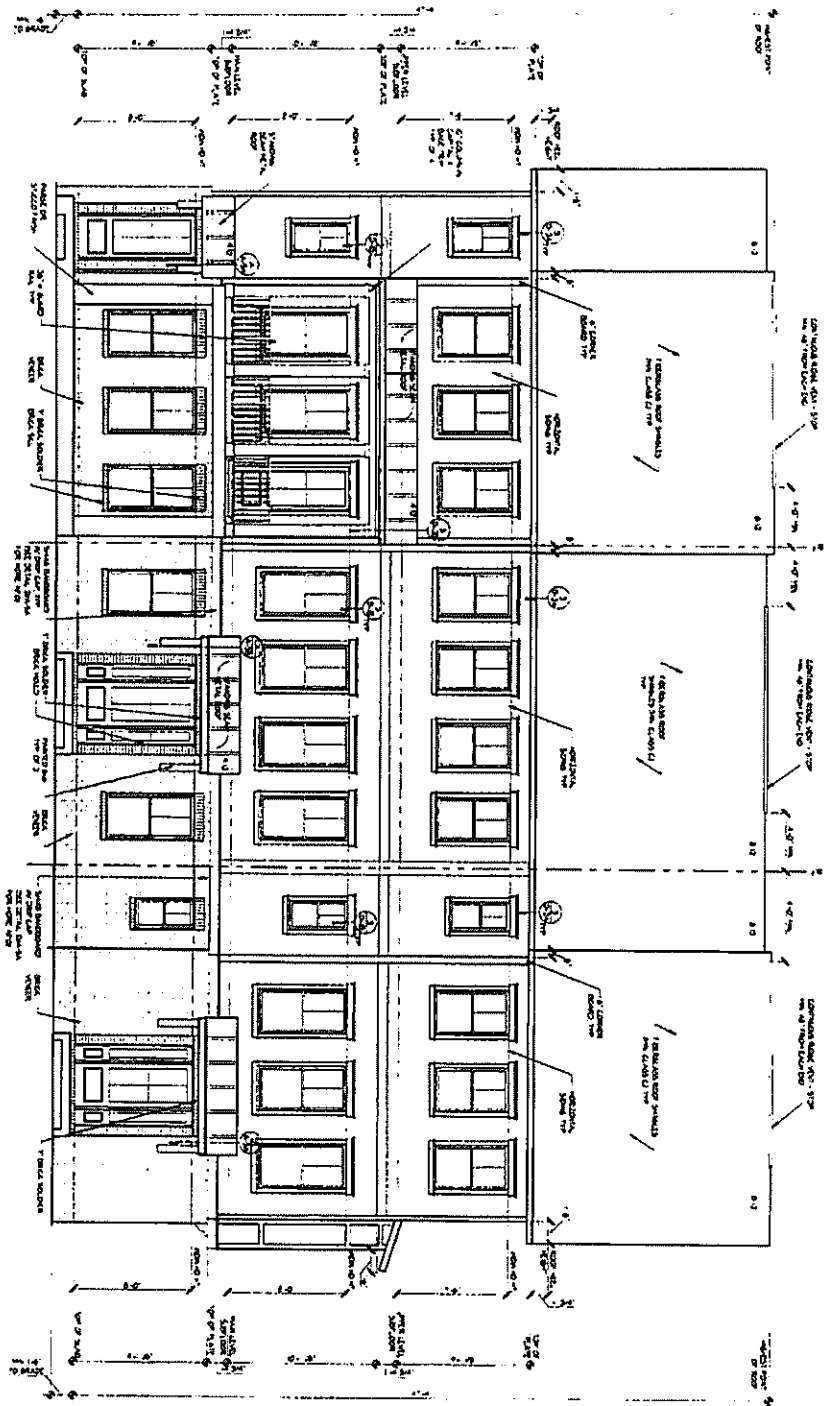
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1 FRONT ELEVATION STRIP PLAN
SCALE 1/4" = 1'-0"

LOT 3
CARTRIGHT RD
ELEVATION 'X'
FTE. 1100
REFER TO SHEET A-3
FOR FULL LOT DETAILS,
NOTES, AND DIMENSIONS

LOT 2
FARCHILD RD
ELEVATION 'Y'
FTE. 1100
REFER TO SHEET A-2
FOR FULL LOT DETAILS,
NOTES, AND DIMENSIONS

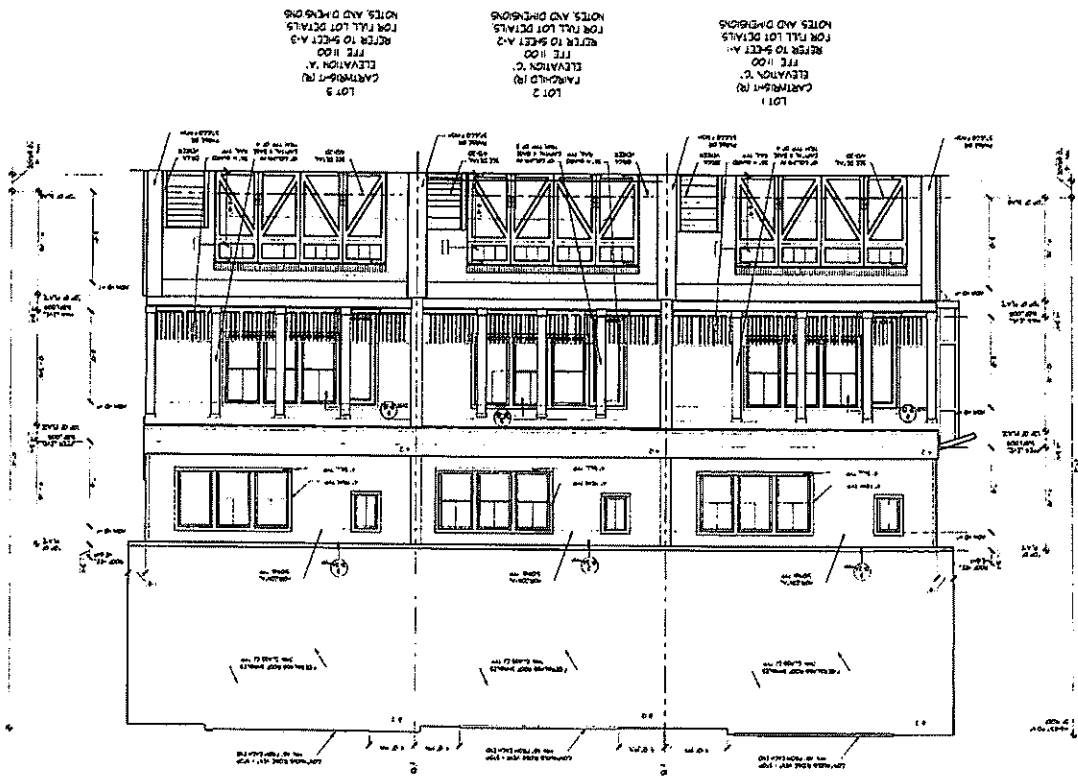
LOT 1
CARTRIGHT RD
ELEVATION 'Z'
FTE. 1100
REFER TO SHEET A-1
FOR FULL LOT DETAILS,
NOTES, AND DIMENSIONS



<p>STANLEY MARTIN HOMES</p> <p>10 PLAZA AMERICA DRIVE SUITE 200 RESTON, VA 20190</p> <p>PHONE (703) 944-9000 FAX (703) 944-9009</p>	<p>VARIES #</p> <p>JANEL BLAND</p> <p>CARTRIGHT & FARCHILD</p> <p>A-STRIP LOTS 22</p> <p>CHARLESTON</p>	<p>DATE: 10/20/93</p> <p>BY: J. B. BROWN</p> <p>FOR: J. B. BROWN</p>	<p>PROJECT: 10/20/93</p> <p>BY: J. B. BROWN</p> <p>FOR: J. B. BROWN</p>	<p>FRONT ELEVATION</p>	<p>A-2A</p>
				<p>STANLEY MARTIN HOMES</p>	

1) REAR ELEVATION STRIP PLAN

SCALE 1/8" = 1'-0"



A-12

DATE: 10/15/20

DATE: 10/15/20

STANLEY
HOMES
MARTIN



CITY OF CHARLESTON

Department of Public Service
Engineering Division
2 George Street, Suite 2100
Charleston, SC 29401

ENCROACHMENT AGREEMENT REQUEST

Property Owner/Renter: Stanley Martin Homes, LLC

Mailing Address: 11710 Plaza America Drive, Suite 1100 Email: bishopal@stanleymartin.com


City/State/Zip: Reston, VA 20190-4771


Telephone: N/A Work: N/A Cell: 913-787-4367


Contractor: Brett Shatzer Contact/Number/Email 843-934-7410

DESCRIBE ENCROACHMENT

1. Description of encroachment: Roof overhang extends 18" into the public drainage easement
2. Method for securing: N/A
3. Property description and address where encroachment is requesting to be placed (**Exhibit A**):
drainage easement between 128 Etta Way and 132 Etta Way
4. Drawing/sketches (to scale, submitted on 8.5"x11" sheets, multiple sheets if necessary) (**Exhibit B**) to include:
 - a. Plan view including the following if applicable: width of sidewalk; location of encroachments; location of any easements; any existing street fixtures; road width; driveway or sidewalk location; sprinkler head locations; and fence and gate locations. Utilize approved symbols for locations in blue or black ink. All other symbols should be defined in a key. Do not use highlighters.
 - b. Submittals for driveway encroachments are only applicable when non-standard materials are used in the right-of-way. Submittals for sidewalk encroachments are only applicable for any privately constructed, non-dedicated sidewalk in the right-of-way.
 - c. Elevation view (to scale)
 - d. Photograph
5. Business License, if applicable
6. B.A.R. approval, if applicable
7. Zoning approval, if applicable
8. Complete and execute Encroachment Agreement form. The form must be **typed**.
9. Two witnesses for signature and a notary on the completed Encroachment Agreement form, signed in **blue ink**.
10. Provide processing fee of **\$25.00**. Checks shall be made payable to the **City of Charleston**.
11. Provide recordation fee of **\$25.00** upon submission of application. Checks shall be made payable to the **Register of Deeds** for the appropriate county.

 Fence

 Sprinkler Head

 Gate

RECEIVED BY PUBLIC SERVICES: _____ DATE: _____

*Note: Only complete applications will be accepted. All other applications will be returned. Any photocopies, facsimile, illegible, or incomplete applications and/or agreements **will not** be accepted.*

Applicant will be notified after the Public Works and Utilities Committee or Public Service Review meeting where a decision will be made with respect to the grantee's completed application.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TEMPORARY / PERMANENT
ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made in the County and City of Charleston, SC, on 1st day of August, 2025 by and between The City of Charleston, a South Carolina Municipal Corporation (hereinafter referred to as "City") and Stanley Martin Homes, LLC (hereinafter referred to as "Grantee").

Whereas, the City is the owner of the property, sidewalk, or right-of-way located at (property address) _____, drainage easement between 128 Etta Way and 132 Etta Way in the City of Charleston, South Carolina ("Property"), and is more fully shown on Exhibit A, attached hereto and incorporated by reference herein; and

Whereas, Grantee desires to install/construct a (Describe Encroachment) TMS #: 276-01-05-022
Roof overhang extends 18" into the public drainage easement

_____ ("Encroachment"); and

Whereas, Grantee desires to install/construct the Encroachments on the City's Property as shown on Exhibit B ("**Encroachment Area**") which is attached hereto and incorporated by reference herein; and

Whereas, the City is willing to permit the aforementioned Encroachment strictly in accordance with the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. The aforesaid recitals are incorporated herein verbatim.

2. **No Interest in Encroachment Area.** The Grantee shall not acquire any right, title, or interest in or to the City's Property as fully described and depicted in Exhibit A or the portion thereof affected by this Agreement. Grantee understands and agrees that the Encroachment is for a permissive use only and that the placing of the Encroachment shall not operate to create or vest any property rights in Grantee.

3. **Access.** The City shall have free and complete access to the Property for maintenance and repair of the Property, and the Grantee shall hold harmless the City for any damage that may be done to the Encroachment by the City during maintenance and repair of the Property.

4. **Maintenance of Encroachment.** The Grantee shall maintain the Encroachment in a good and safe condition as long as the Encroachment remains on the Property. Further, the Grantee understands and acknowledges that should the Grantee damage and/or disturb the Property and/or the Encroachment, the Grantee shall be solely responsible for repairing the destroyed/disturbed Property and the Encroachment to the City's satisfaction.

a. ☐ If this box is checked by the City, a general liability insurance policy with combined single liability limits for personal injury or death and property damage in the amount of \$1,000,000.00 per occurrence shall be required by the Grantee naming the City as an additional insured. Grantee agrees to provide proof of such policy to the City prior to the installation of the Encroachment.

5. **Indemnification.** Grantee shall indemnify, defend, and hold harmless the City against any and all claims or suits for damages or injury arising from Grantee's Encroachment or use of the Encroachment or from any activity, work, or act done, permitted, or suffered by Grantee in or about the Encroachment, and shall further indemnify, defend, and hold harmless the City against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Grantee hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

6. **Assignment.** Grantee shall not assign this Agreement without the prior written consent of the City.

7. **Successors and Assigns.** This Agreement shall be binding upon the Grantee, its successors, and assigns.

8. **Removal of Encroachment.** Any unlawful encroachments existing in the public right-of-way shall be subject to removal and the owner shall be responsible for labor and costs associated with such removal. Any encroachments existing in the public right-of-way shall be removed upon twenty-four (24) hours notice given by the Department of Public Service when such removal is necessary to repair or improve the right-of-way. If it is necessary to remove the encroachment(s), the owner shall be responsible for labor and costs associated with removal and reinstallation. In the event that the City Police, Fire, Public Service or Traffic and Transportation departments determine that the location of an encroachment constitutes an immediate physical danger to life, safety, or health, the encroachment may be removed immediately without prior notice. If the city removes an encroachment, a notice of removal shall be sent to the owner as soon as practicable under the circumstances. Any abandoned encroachment shall

be subject to removal. For purposes hereof, "abandoned" shall mean the vacating of the premises by the encroachment's owner/applicant for a period of seven (7) consecutive days or more. Any costs incurred to the City in restoring the public right-of-way to the condition that existed prior to the encroachment shall be the responsibility of the encroachment owner/applicant.

9. **Notice.** All notices required herein shall be sent via First Class U.S. Mail with postage prepaid thereon to the parties as follows:

To City: Department of Public Service Engineering Division 2 George Street, Suite 2100 Charleston, South Carolina 29401	To Grantee: <u>Stanley Martin Homes, LLC</u> <u>774 S Shelmore Blvd, Suite 111</u> <u>Mount Pleasant, South Carolina 29464</u>
Location of Encroachment <u>drainage easement between 128 Etta Way and 132 Etta Way</u>	

Notices shall be deemed effectively served upon the deposit in the United States Mail.

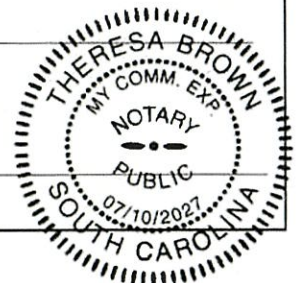
10. Applicable Law. This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the municipal ordinances of the City of Charleston and the laws of the State of South Carolina.

11. Entire Agreement. This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto.

IN WITNESS WHEREOF, both parties have caused this to be duly executed this Temporary / Encroachment Agreement as of the date first above written and agree to all provisions as stipulated above.

SIGNED AND DELIVERED IN THE PRESENCE OF: _____ Date: _____ _____ Date: _____ Witnesses of the Mayor/Director of Public Services Department The foregoing instrument was acknowledged before me by its maker. _____ Date: _____ Signature of Notary	THE CITY OF CHARLESTON BY: _____ Date: _____ Mayor/Director of Public Services Department _____ Commission Expires
--	---

SIGNED AND DELIVERED IN THE PRESENCE OF: <u>Shirley B. Braham</u> Date: <u>08/01/25</u> <u>Shirley R. Braham</u> Date: <u>8-1-25</u> Witnesses of Grantee's Signature The foregoing instrument was acknowledged before me by its maker. <u>Shirley R. Braham</u> Date: <u>8-1-25</u> Signature of Notary	THE GRANTEE BY: <u>Josh W. Balamuta</u> Date: <u>8/1/25</u> Grantee <u>Josh W. Balamuta</u> Printed Name <u>7-12-27</u> Commission Expires
---	---



Committee on Public Works Decision

☐ Approved ☐ Disapproved

Date

Conditions and/or Restrictions are described on the sheet labeled "Encroachment Inspection Review" or "Encroachment Checklist". Please refer to that for Maintenance Requirements and Construction Standards. Additional Conditions: _____

Line Table			Curve Table				
Line #	Bearing	Length	Curve #	Bearing	Chord	Radius	Delta Δ
L1	N 32° 07' 05" W	33.76'	C1	N 34° 27' 21" W	22.03'	270.00'	22.04'
L2	N 32° 07' 05" W	23.21'	C2	N 39° 10' 38" W	22.45'	270.00'	22.46'
L3	N 32° 07' 05" W	0.90'	C3	N 44° 58' 25" W	32.16'	270.00'	32.16'
L4	S 50° 43' 05" E	32.00'	C4	S 44° 48' 07" E	16.90'	82.00'	16.93'
L5	S 50° 43' 05" E	22.00'	C5	S 30° 40' 36" E	23.42'	82.00'	23.50'
L6	S 50° 43' 05" E	5.19'	C6	S 06° 43' 56" E	44.47'	82.00'	45.04'

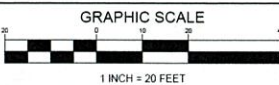


- BUILDER ASSUMES RESPONSIBILITY FOR GRADING LOT AND/OR DESIGNING STEPS, PORCHES, DECKS, ETC. AS NECESSARY TO PREVENT ENCROACHMENT INTO SETBACKS.
- HOUSE DIMENSIONS AND OPTIONS SHOULD BE VERIFIED WITH CONTRACTOR PRIOR TO CONSTRUCTION.
- SETBACKS/EASEMENTS SHOULD BE VERIFIED WITH DEVELOPER AND LOCAL OFFICIALS PRIOR TO CONSTRUCTION.
- THIS IS A CONCEPTUAL DRAWING AND CONTENTS SHOWN HEREON ARE SUBJECT TO CHANGE UPON FINAL CONSTRUCTION.
- THIS PROPERTY MAY BE SUBJECT TO ANY AND ALL APPLICABLE DEED RESTRICTIONS, EASEMENTS, RIGHT-OF-WAY, UTILITIES AND RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD OR IMPLIED.
- EAS PROFESSIONALS, INC. ASSUMES NO RESPONSIBILITY FOR ANY DESIGN INFORMATION ON THIS PLAN.
- DESIGN GRADE SPOT ELEVATIONS ARE SHOWN FROM PLANS ENTITLED "DRAINAGE PLAN FOR LOTS 18-22, MARSHES AT DANIEL ISLAND" BY HLA DATED 8/20/2024.
- AT TIME OF DRAWING, CALLENDER DRIVE & ETNA WAY RW LINES TAKEN FROM PLAN ENTITLED "SHOWING THE SUBDIVISION OF PARCEL H, BLOCK B, RESIDUAL, TMS NO. 271-00-00-019 TO CREATE MARSHES OF DANIEL ISLAND SUBDIVISION, PHASE 1A & 1B LOTS, HOA AREAS, PUBLIC RIGHT-OF-WAY(S) AND RESIDUAL, TMS NO. 271-00-00-019 OWNED BY STANLEY MARTIN COMPANIES, LLC LOCATED IN THE CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA DATED 9/20/2023, RECORDED IN THE BERKELEY COUNTY REGISTER OF DEEDS OFFICE AS INSTRUMENT # 2024-119 ON 12-31-2024.
- HORIZONTAL DATUM: S.C.S.P.C. 93(2011)
- VERTICAL DATUM: NAVD 88
- NO GRAND TREES WERE FOUND ON THESE PROPERTIES.
- FOUNDATIONS BY DESIGN ARE RAISED SLAB.
- UTILITY COMPONENTS SHOWN ON THIS PLAN ARE TAKEN FROM CAD FILE PROVIDED BY DEVELOPER.



2154 N. Center Street, Unit B
N. Charleston, South Carolina 29406
Phone (864) 933-3012

Date of Survey: August 1, 2025
Date of Last Revision:
Tax Map: 276-01-05-018, 276-01-05-019, 276-01-05-020, 276-01-05-021, 276-01-05-022.



I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED ALSO, THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.



City of Charleston
Berkeley County
State of South Carolina

Proposed House Location for
STANLEY MARTIN HOMES
Townhouse Building F, Lots 18-22
The Marshes, Daniel Island

THIS PLOT PLAN DOES NOT REPRESENT A LAND SURVEY, WAS NOT PREPARED FOR RECORDATION, AND IS NOT SUITABLE FOR DEEDING OF PROPERTY.
NO GROUND SURVEY WAS PERFORMED.

Site Addresses: 120, 122, 124, 126, 128
ETTA WAY
Charleston, SC 29492

LOT 18 CALCULATIONS	
DESC	AREA(SF)
LOT	3,088 OR 0.071 AC
BUILDING	961
FW TO RW	556
IMPERVIOUS SF	1517
CONC. IN RW	285
TOTAL SOD	1859
IMPERVIOUS%	49.1

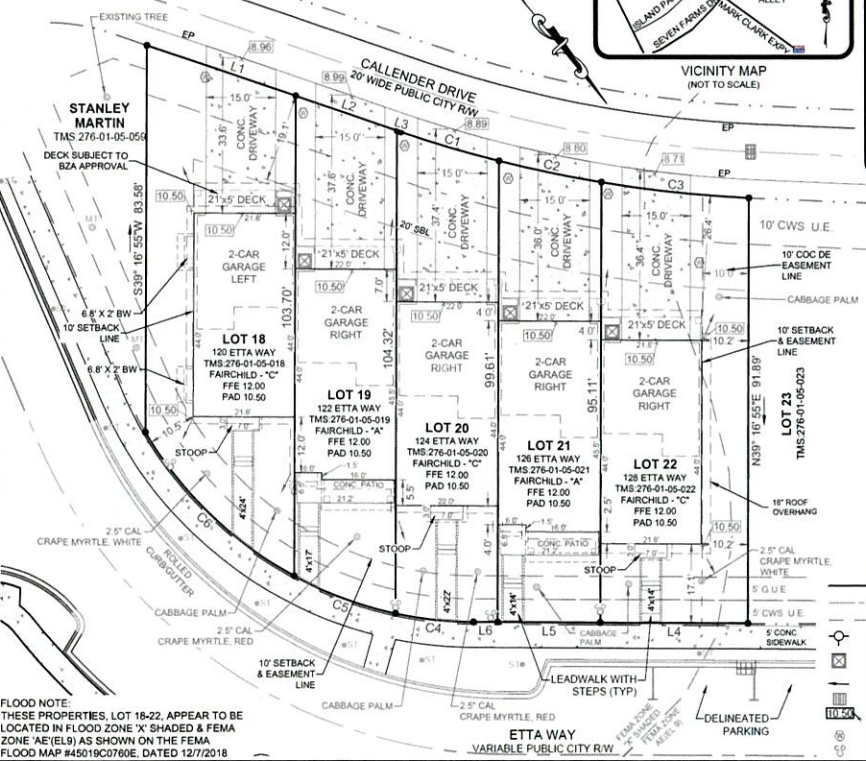
LOT 19 CALCULATIONS	
DESC	AREA(SF)
LOT	2,301 OR 0.053 AC
BUILDING	992
FW TO RW	683
IMPERVIOUS SF	1675
CONC. IN RW	222
TOTAL SOD	789
IMPERVIOUS%	72.8

LOT 20 CALCULATIONS	
DESC	AREA(SF)
LOT	2,249 OR 0.052 AC
BUILDING	968
FW TO RW	607
IMPERVIOUS SF	1575
CONC. IN RW	176
TOTAL SOD	905
IMPERVIOUS%	70.0

LOT 21 CALCULATIONS	
DESC	AREA(SF)
LOT	2,138 OR 0.049 AC
BUILDING	992
FW TO RW	651
IMPERVIOUS SF	1643
CONC. IN RW	176
TOTAL SOD	648
IMPERVIOUS%	76.8

LOT 22 CALCULATIONS	
DESC	AREA(SF)
LOT	2,982 OR 0.068 AC
BUILDING	961
FW TO RW	557
IMPERVIOUS SF	1518
CONC. IN RW	225
TOTAL SOD	1624
IMPERVIOUS%	50.9

- NOTE: DRIVE, SIDEWALK, AND SOD CALCULATIONS ARE FROM THE APPROXIMATE LOCATIONS OF BOC OR EDGE OF PAVEMENT.
- LEGEND**
- SURVEY POINT
 - PROPERTY LINE
 - ADJOINER LOT LINE
 - EASEMENT LINE
 - FIRE HYDRANT
 - A/C - AIR CONDITIONER UNIT ON 3'x3' PAD
 - DRAINAGE FLOW DIRECTION
 - DRAINAGE INLET
 - DESIGN GRADE
 - WATER METER
 - CLEANOUT
 - STREET TREE, APPROVED
 - MITIGATED TREE
 - BAY WINDOW
 - FLATWORK (CONC.)



FLOOD NOTE:
THESE PROPERTIES, LOT 18-22, APPEAR TO BE LOCATED IN FLOOD ZONE 'X' SHOWN ON THE FEMA FLOOD MAP #45019C0700E, DATED 12/7/2018



CITY OF CHARLESTON




Department of Public Service
Engineering Division
2 George Street, Suite 2100
Charleston, SC 29401

ENCROACHMENT AGREEMENT REQUEST

Property Owner/Renter: Stanley Martin Homes, LLC
Mailing Address: 11710 Plaza America Drive, Suite 1100 Email: bishopal@stanleymartin.com
City/State/Zip: Reston, VA 20190-4771
Telephone: N/A Work: N/A Cell: 913-787-4367
Contractor: Brett Shatzer Contact/Number/Email 843-934-7410

DESCRIBE ENCROACHMENT

1. Description of encroachment: Roof overhang extends 18" into the public drainage easement
2. Method for securing: N/A
3. Property description and address where encroachment is requesting to be placed (**Exhibit A**):
drainage easement between 128 Etta Way and 132 Etta Way
4. Drawing/sketches (to scale, submitted on 8.5"x11" sheets, multiple sheets if necessary) (**Exhibit B**) to include:
 - a. Plan view including the following if applicable: width of sidewalk; location of encroachments; location of any easements; any existing street fixtures; road width; driveway or sidewalk location; sprinkler head locations; and fence and gate locations. Utilize approved symbols for locations in blue or black ink. All other symbols should be defined in a key. Do not use highlighters.
 - b. Submittals for driveway encroachments are only applicable when non-standard materials are used in the right-of-way. Submittals for sidewalk encroachments are only applicable for any privately constructed, non-dedicated sidewalk in the right-of-way.
 - c. Elevation view (to scale)
 - d. Photograph
5. Business License, if applicable
6. B.A.R. approval, if applicable
7. Zoning approval, if applicable
8. Complete and execute Encroachment Agreement form. The form must be **typed**.
9. Two witnesses for signature and a notary on the completed Encroachment Agreement form, signed in **blue ink**.
10. Provide processing fee of **\$25.00**. Checks shall be made payable to the **City of Charleston**.
11. Provide recordation fee of **\$25.00** upon submission of application. Checks shall be made payable to the **Register of Deeds** for the appropriate county.

 Fence
 Sprinkler Head
 Gate

RECEIVED BY PUBLIC SERVICES: _____ DATE: _____

*Note: Only complete applications will be accepted. All other applications will be returned. Any photocopies, facsimile, illegible, or incomplete applications and/or agreements **will not** be accepted.*

Applicant will be notified after the Public Works and Utilities Committee or Public Service Review meeting where a decision will be made with respect to the grantee's completed application.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TEMPORARY / PERMANENT
ENCROACHMENT AGREEMENT

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Whereas, the City is the owner of the property, sidewalk, or right-of-way located at (property address) _____, drainage easement between 128 Etta Way and 132 Etta Way in the City of Charleston, South Carolina ("Property"), and is more fully shown on Exhibit A, attached hereto and incorporated by reference herein; and

Whereas, Grantee desires to install/construct a (Describe Encroachment) TMS #: 276-01-05-023
Roof overhang extends 18" into the public drainage easement _____ ("Encroachment"); and

Whereas, Grantee desires to install/construct the Encroachments on the City's Property as shown on Exhibit B ("**Encroachment Area**") which is attached hereto and incorporated by reference herein; and

Whereas, the City is willing to permit the aforementioned Encroachment strictly in accordance with the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. The aforesaid recitals are incorporated herein verbatim.
2. **No Interest in Encroachment Area.** The Grantee shall not acquire any right, title, or interest in or to the City's Property as fully described and depicted in Exhibit A or the portion thereof affected by this Agreement. Grantee understands and agrees that the Encroachment is for a permissive use only and that the placing of the Encroachment shall not operate to create or vest any property rights in Grantee.
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 - a. ☐ If this box is checked by the City, a general liability insurance policy with combined single liability limits for personal injury or death and property damage in the amount of \$1,000,000.00 per occurrence shall be required by the Grantee naming the City as an additional insured. Grantee agrees to provide proof of such policy to the City prior to the installation of the Encroachment.
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6. **Assignment.** Grantee shall not assign this Agreement without the prior written consent of the City.
7. **Successors and Assigns.** This Agreement shall be binding upon the Grantee, its successors, and assigns.
8. **Removal of Encroachment.** Any unlawful encroachments existing in the public right-of-way shall be subject to removal and the owner shall be responsible for labor and costs associated with such removal. Any encroachments existing in the public right-of-way shall be removed upon twenty-four (24) hours notice given by the Department of Public Service when such removal is necessary to repair or improve the right-of-way. If it is necessary to remove the encroachment(s), the owner shall be responsible for labor and costs associated with removal and reinstallation. In the event that the City Police, Fire, Public Service or Traffic and Transportation departments determine that the location of an encroachment constitutes an immediate physical danger to life, safety, or health, the encroachment may be removed immediately without prior notice. If the city removes an encroachment, a notice of removal shall be sent to the owner as soon as practicable under the circumstances. Any abandoned encroachment shall

be subject to removal. For purposes hereof, "abandoned" shall mean the vacating of the premises by the encroachment's owner/applicant for a period of seven (7) consecutive days or more. Any costs incurred to the City in restoring the public right-of-way to the condition that existed prior to the encroachment shall be the responsibility of the encroachment owner/applicant.

9. **Notice.** All notices required herein shall be sent via First Class U.S. Mail with postage prepaid thereon to the parties as follows:

To City: Department of Public Service Engineering Division 2 George Street, Suite 2100 Charleston, South Carolina 29401	To Grantee: <u>Stanley Martin Homes, LLC</u> <u>774 S Shelmore Blvd, Suite 111</u> <u>Mount Pleasant, South Carolina 29464</u>
Location of Encroachment <u>drainage easement between 128 Etta Way and 132 Etta Way</u>	

Notices shall be deemed effectively served upon the deposit in the United States Mail.

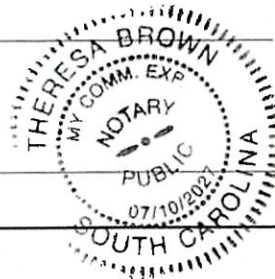
10. Applicable Law. This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the municipal ordinances of the City of Charleston and the laws of the State of South Carolina.

11. Entire Agreement. This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto.

IN WITNESS WHEREOF, both parties have caused this to be duly executed this Temporary / Encroachment Agreement as of the date first above written and agree to all provisions as stipulated above.

SIGNED AND DELIVERED IN THE PRESENCE OF: _____ Date: _____ _____ Date: _____ Witnesses of the Mayor/Director of Public Services Department The foregoing instrument was acknowledged before me by its maker. _____ Date: _____ Signature of Notary	THE CITY OF CHARLESTON BY: _____ Date: _____ Mayor/Director of Public Services Department _____ Commission Expires
--	---

SIGNED AND DELIVERED IN THE PRESENCE OF: <u>Shirley A. Bishop</u> Date: <u>08/01/25</u> <u>Shirley A. Bishop</u> Date: <u>8-1-25</u> Witnesses of Grantee's Signature The foregoing instrument was acknowledged before me by its maker. <u>Shirley A. Bishop</u> Date: <u>8-1-25</u> Signature of Notary	THE GRANTEE BY: <u>Josh W. Balamuta</u> Date: <u>8/1/25</u> Grantee <u>Josh W. Balamuta</u> Printed Name <u>7-10-27</u> Commission Expires
---	---



Committee on Public Works Decision

☐

Approved

☐

Disapproved

Date












Conditions and/or Restrictions are described on the sheet labeled "Encroachment Inspection Review" or "Encroachment Checklist". Please refer to that for Maintenance Requirements and Construction Standards. Additional Conditions: _____



Line Table		
Line #	Bearing	Length
L1	N 46° 34' 44" W	31.13'
L2	N 48° 34' 44" W	22.02'
L3	N 46° 34' 44" W	22.02'
L4	N 48° 34' 44" W	22.02'
L5	N 46° 34' 44" W	22.02'
L6	N 48° 34' 44" W	7.94'
L7	S 50° 43' 05" E	17.00'
L8	S 50° 43' 05" E	22.00'
L9	S 50° 43' 05" E	22.00'
L10	S 50° 43' 05" E	22.00'
L11	S 50° 43' 05" E	22.00'
L12	S 50° 43' 05" E	32.00'

Curve Table					
Curve #	Bearing	Chord	Radius	ARC Length	Delta Δ
C1	N 04° 38' 54" W	34.69'	25.00'	38.34'	87° 51' 39"
C2	N 84° 16' 55" E	21.21'	15.00'	23.56'	90° 00' 00"

LEGEND

-  SURVEY POINT
 PROPERTY LINE
 ADJOINER PROPERTY LINE
 EASEMENT LINE
 FIRE HYDRANT
 A/C - AIR CONDITIONER UNIT ON 3'x3' PAD
 DRAINAGE FLOW DIRECTION
 DRAINAGE INLET
 DESIGN GRADE
 WATER METER
 CLEANOUT
- @ST
 FW

FLOOD NOTE:
THESE PROPERTIES, LOT 23-28
APPEAR TO BE LOCATED IN
FLOOD ZONE 'X' SHADED &
FEMA ZONE 'AE'(EL9) AS
SHOWN ON THE FEMA FLOOD
MAP #45019C0760E, DATED
12/7/2018

NOTE DRIVE, SIDEWALK, AND
SOD CALCULATIONS ARE
FROM THE APPROXIMATE
LOCATIONS OF BOC OR EDGE
OF PAVEMENT

ST STREET TREE, APPROVED
FW FLATWORK (CONC)

1. I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE STANDARDS AND PRACTICES SET FORTH IN THE MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS II SURVEY AS SPECIFIED ABOVE. THERE ARE NO UNRECORDED ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.
2. BUILDER ASSUMES RESPONSIBILITY FOR GRADING LOT AND/OR CONSTRUCTION OF STEPS, PATHS, DRIVEWAYS, ETC. AS NECESSARY TO PREVENT ENCROACHMENT INTO SETBACKS.
3. ALL ENCROACHMENTS FOUND ON THIS LOT SHOULD BE VERIFIED WITH CONTRACTOR PRIOR TO CONSTRUCTION.
4. SETBACKS/ENCASEMENTS SHOULD BE VERIFIED WITH DEVELOPER AND CONTRACTOR PRIOR TO CONSTRUCTION.
5. THIS IS A CONCEPTUAL DRAWING AND CONTENTS SHOWN HEREON ARE SUBJECT TO CHANGE UNTIL FINAL CONSTRUCTION.
6. THIS PLAN MAY BE SUBJECT TO ANY AND ALL APPLICABLE DEED RESTRICTIONS, EASEMENTS, RIGHTS-OF-WAY, UTILITIES AND RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD OR IMPLIED BY ANY RECORDABLE INSTRUMENT. NO RESPONSIBILITY FOR ANY DESIGN INFORMATION ON THIS PLAN.
7. DESIGN GRADE FOR SPOTS ELEVATIONS ARE SHOWN FROM PLANTS ENLARGED TO MATCH SCALE. SEE PLOT 25-2, MARSHES AT DANIEL ISLAND, BY H&A DATED 6/20/2024.
8. AT TIME OF DRAWING, CRAWFORD DRIVE RUN LINES TAKEN FROM PLAN 25-2, MARSHES AT DANIEL ISLAND, BY H&A DATED 6/20/2024. RESIDUAL - TMS NO. 271-000-0410 TO CREATE MARSHES OF DANIEL ISLAND, BY H&A DATED 6/20/2024. RESIDUAL - TMS NO. 271-000-0411 TO RIGHT-OF-WAY) AND RESIDUAL TMS NO. 271-000-0410 OWNED BY STANLEY MARTIN COMPANIES, LLC LOCATED IN THE CITY OF CHARLOTTE, NC. RECORDABLE INSTRUMENT NO. 271-000-0410/2023/2023/2023 IN THE BIRKBECK COUNTY REGISTER OF DEEDS OFFICE AS OF 04/24/2024.
9. HORIZONTAL DATUM: S.C.S.P.C. 1950(211)
10. VERTICAL DATUM: NAVD 86
11. NO UTILITY DEEPS WERE FOUND ON THIS LOT.
12. FOUNDATIONS BY DESIGN ARE RAISED SLAB.
13. UTILITY COMPONENTS SHOWN ON THIS PLAN ARE TAKEN FROM CAD

LOT 23 CALCULATIONS	
DESC.	AREA(SF)
LOT	2,921 OR 0.067 AC
BUILDING	960
FW TO R/W	553
IMPERVIOUS SF	1512
CONC. IN R/W	222
TOTAL SOD	1764
IMPERVIOUS%	51.8

LOT 24 CALCULATIONS	
DESC.	AREA(SF)
LOT	1,988 OR 0.046 AC
BUILDING	968
FW TO R/W	540
IMPERVIOUS SF	1508
CONC. IN R/W	172
TOTAL SOD	587
IMPERVIOUS%	75.9

LOT 25 CALCULATIONS	
DESC.	AREA(SF)
LOT	1,908 OR 0.045 AC
BUILDING	992
FW TO R/W	504
IMPERVIOUS SF	1586
CONC. IN R/W	172
TOTAL SOD	474
IMPERVIOUS%	80.6

LOT 26 CALCULATIONS	
DESC.	AREA(SF)
LOT	1,950 OR 0.045 AC
BUILDING	992
FW TO R/W	556
IMPERVIOUS SF	1548
CONC. IN R/W	172
TOTAL SOD	494
IMPERVIOUS%	79.4

LOT 27 CALCULATIONS	
DESC	AREA(SF)
LOT	1,932 OR 0.044 AC
BUILDING	968
FW TO R/W	505
IMPERVIOUS SF	1473
CONC. IN R/W	172
TOTAL SOD	591
IMPERVIOUS%	76.2

LOT 28 CALCULATIONS	
DESC.	AREA(SF)
LOT	2,607 OR 0.060 AC
BUILDING	960
FW TO R/W	503
IMPERVIOUS SF	1463
CONC IN R/W	217
TOTAL SOD	1806
IMPERVIOUS%	56.1



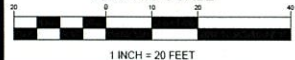
2154 N. Center Street, Unit B
N. Charleston, South Carolina 29406
Phone (864) 933-3012

Date of Survey: July 17, 2025

Date of Last Revision:

Tax Map: 276-01-05-023, 276-01-05-024, 276-01-05-025,
276-01-05-026, 276-01-05-027, 276-01-05-028.

GRAPHIC SCALE



1 INCH = 20 FEET



City of Charleston
Berkeley County
State of South Carolina

Proposed House Location for
STANLEY MARTIN HOMES

Townhouse Building G, Lots 23-28
The Marshes, Daniel Island

Site Addresses: 132, 134, 136, 138, 140, 142
ETTA WAY
Charleston, SC 29492

257084

THIS PLOT PLAN DOES NOT REPRESENT A LAND SURVEY, WAS NOT PREPARED FOR RECORDATION, AND IS NOT SUITABLE FOR DEEDING OF PROPERTY. NO GROUND SURVEY WAS PERFORMED.

I1.)



City of Charleston
South Carolina

MEMORANDUM

To: Jennifer Cook, Clerk of Council
From: Caroline Schnell, Floodplain Manager
Subject: FEMA FMA Grant Award Acceptance
Elevation of 3 Properties – SRL/RL
Date: 18 August 2025

Request: This memorandum seeks City Council's approval to accept the FEMA Flood Mitigation Assistance (FMA) grant award in the amount of \$871,819.98 and authorize the City to execute the subrecipient agreement with the state grant administrator, South Carolina Department of Natural Resources (SCDNR). The grant supports the elevation of three flood-prone privately owned residential properties in downtown Charleston. The grant must be completed by the period of performance deadline of June 3, 2026.

Project Overview: The grant project will elevate 3 historic properties to reduce flood risk in downtown Charleston. Two properties are designated by FEMA as Severe Repetitive Loss (SRL). One property is designated as Repetitive Loss (RL). Originally, five properties were included in the grant application approved by City Council on January 14, 2020. Two property owners have withdrawn. Of the remaining properties, two properties are confirmed to proceed; the third is currently for sale, and participation will depend on the new owner.

Fiscal Impact: There is no fiscal impact to the City, however, City staff time and administrative support will be required to implement the project. The property owners are solely responsible for covering all project costs and any required grant cost-shares. The two SRL property owners will be reimbursed 100% of grant project costs and there is no match required (100/0 cost-share). The one RL property owner will be reimbursed 90% of grant project costs and there is a required 10% match of \$49,119.02 (90/10 cost-share).



City of Charleston *South Carolina*

Next Steps: If the City executes the subrecipient agreement with SCDNR, the project will officially commence and start with pre-elevation assessments - structural and geotechnical - to confirm feasibility and revise the scope and budget as needed. If FEMA approves, then procurement, permitting, and construction will follow. Construction is anticipated to occur between December 2025 and May 2026, outside of hurricane season.

Additional Considerations: This is a pilot project—the City’s first use of federal funds to elevate privately owned homes. It presents several important legal, financial, and deadline considerations:

- **Legal:** The City will execute the subrecipient agreement with SCDNR and contract with each property owner. A preliminary MOA has been drafted to set expectations in advance of the City and Owner entering into the formal agreement at the request of the Mayor. Property owners will contract directly with an elevation contractor selected from a City-reviewed list. The City does not plan to enter into a contract with the elevation contractor to minimize risk and liability.
- **Financial:** Although the property owner is responsible for covering the full project cost and any required match upfront, the City—as the federal subrecipient—is the only entity authorized to pay for eligible grant expenditures and request and receive FEMA reimbursement. Therefore, property owners must deposit the full project amount plus a contingency to the City bank account in advance of construction. The City will draw from the property owners’ funds to pay contractor invoices and request and receive FEMA reimbursement to then send the reimbursed funds to the property owners. This creates a complex financial responsibility for the City in handling private property owner funds and federal grant funds.
- **Deadline:** The project has a short construction window, and any scope or budget changes could delay completion beyond the June 3, 2026 grant deadline. One of the three properties is currently for sale. If the new owner does not participate, the City must request a scope change from FEMA to remove the property — a process that takes up to 12 months and would likely exceed the



City of Charleston *South Carolina*

deadline. Meanwhile, the two participating homeowners may begin incurring reimbursable expenses with no guarantee of reimbursement if the project cannot proceed with fewer properties.

Grant Project Timeline:

- January 14, 2020: City Council approves grant application to elevate 5 properties
- January 20, 2020: SCDNR submits grant application to FEMA
- 2021-2023: FEMA issues Requests for Information (RFIs); City responds
- July 11, 2024: FEMA awards grant to SCDNR
- November 2024: 1 property owner withdraws
- May 7, 2025: SCDNR sends the subrecipient agreement to the City
- May-July 2025: City staff and legal counsel meet with property owners and 1 more withdraws
- August 18, 2025: City Council votes to execute the subrecipient agreement with SCDNR
- August – November 2025: Pre-elevation assessments, procurement, and permitting
- December 2025 – May 2026: Elevation construction project period
- June 3, 2026: Grant period of performance deadline
- September 2026: Grant closeout

The project will be managed by Caroline Schnell, Floodplain Manager. Please do not hesitate to contact her should you have any questions or concerns at <schnellc@charleston-sc.gov>.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

MEMORANDUM OF AGREEMENT

THIS Memorandum of Agreement (MOA) is entered into this ____ day of _____, 2025, by and between the City of Charleston (the "City") and _____, the Owner(s) of the property located at _____, Charleston, SC _____ (the "Owner"), (collectively, the "Parties").

WHEREAS, on January 20, 2020, the City submitted an application to the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) on behalf of Owner for a Fiscal Year 2019 Flood Mitigation Assistance (FMA) grant to elevate the Owner's property, which was approved by City Council on January 14, 2020; and

WHEREAS, on July 11, 2024, FEMA awarded a grant for the elevation of 5 Repetitive Loss (RL) and Severe Repetitive Loss (SRL) properties in the City of Charleston (FMA-PJ-04-SC-2019-003) under the FMA grant program pursuant to the Congressional appropriation for Fiscal Year 2019, including the Owner's property (the "Grant Award"); and

WHEREAS, the Grant Award is administered through the South Carolina Department of Natural Resources (SCDNR), and the City and SCDNR have entered into a Subrecipient Agreement dated _____, incorporated herein as Attachment A, which was approved by City Council on _____; and

WHEREAS, two (2) out of the five (5) awarded properties have formally withdrawn from the grant program as of August 2025; and

WHEREAS, the remaining three (3) awarded properties are now ready to move forward with the elevation project (the "Project"); and

WHEREAS, the Parties desire to enter into this MOA to set forth their respective duties, obligations, and liabilities with regard to the Grant Award and Project.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions as are hereinafter set forth, it is agreed, by and between the Parties, as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein and made a part hereof.
2. Grant Award:
 - a. The total amount of the federal Grant Award is \$871,819.98, with a Federal Share of \$871,819.98 and a Non-Federal Share of \$49,119.02. For the

property at _____, designated as _____ the federal cost share is _____ and the owner cost share is _____. Severe Repetitive Loss (SRL) properties will receive 100% of the Federal Share and Repetitive Loss (RL) properties will receive 90% of the Federal Share, with the 10% Non-Federal Share provided by the RL property owners. The Grant Award is a reimbursement-based process, where the actual release of funds occurs after the work has been completed and properly documented in accordance with FEMA requirements. Refer to Attachment B for the approved budget line items.

- b. Each participating Owner will be eligible for reimbursement of their pro rata share of the Federal Share based on the estimated project budget approved by FEMA for their property.
- c. Each participating Repetitive Loss (RL) Owner shall be solely responsible for paying their pro rata share of the Non-Federal Share based on the estimated project budget approved by FEMA for their property.
- d. Costs of work not performed within the approved scope of work shall not be eligible for funding. Eligible costs are determined by FEMA and the approved budget, see Attachment C.
- e. The Owner may not receive funding under this grant to pay for damage covered by insurance, nor may the Owner receive any other duplicate benefits under this Agreement.
- f. No additional grant funds will be awarded by the City for any costs in excess of the total estimated project budget approved by FEMA. All cost overages for the Project shall be the sole responsibility of the Owner.
- g. The City will not contribute any funds to the Project. The City's role is limited to administrative functions and serving as a pass-through entity for the grant funds.

3. Project Funding by Owner:

- a. Owner shall provide 100% of the total estimated project budget for their property to the City in advance, to be held in a separate account for the sole purpose of Project payments.
- b. Funds shall be transferred via wire to the City no later than **December 1, 2025**.
- c. Owner affirms that they have or will have the funds available to transfer by the date specified in subparagraph b.

4. Project Management:

- a. Owner shall act as sole Project Manager.
- b. The City will not manage, supervise, or direct construction activities.
- c. Owner shall contract directly with the contractor for the Project. The selection of the contractor and the contract terms are subject to approval by the City to ensure compliance with the Grant Award requirements. Owner shall incorporate into its contract with such contractor an indemnification clause holding Grant Award Recipient, SCDNR, and Grant Award Subrecipient, City of Charleston, harmless from liability to third parties for claims asserted under such contract.
- d. Owner shall submit a project cost estimate by **September 12, 2025**, or the date of this agreement, whichever is sooner. This information is being requested as soon as possible to submit a budget adjustment for FEMA's review to update the budget for the remaining properties and adjust the 2019 estimated costs to better align with estimated costs in 2025. The City is unable to guarantee any additional funds will be awarded for the remaining properties. If the total federal cost share is increased beyond \$871,819.98, then the request will require FEMA Headquarters Approval. If the contractor's final cost estimate is over the September cost estimate, cost overages must be covered by the owner.
- e. Owner shall obtain and submit a letter from a SC Licensed Structural Engineer that the building is structurally sound and feasible to be elevated by **September 12, 2025**. If the building is not sound to be elevated, then grant progress and costs will cease for the property, and the owner shall complete the Notice of Withdrawal.
- f. Owner shall obtain all necessary engineering drawings and permits no later than **December 10, 2025**.
- g. The City's Permitting, Floodplain Management and Building Inspections Division will conduct inspections throughout the construction period of the Project in accordance with applicable laws, building codes and local ordinances.
- h. Right of Entry of the property will be granted to the City of Charleston.

5. Project Timeline:

- a. The Owner agrees to complete the Project within the Period of Performance (POP) established under the Grant Award, which is currently set to expire on **June 3, 2026**.

- b. FEMA issued a letter dated June 24, 2025 stating that this is the final POP extension for this grant. The City has appealed this determination and requested a 1-year extension; however, such extension is not guaranteed. Owner assumes all risk associated with Project completion deadlines.
- c. Work shall not commence until all appropriate permits have been obtained and the City has issued a notice to commence work.
- d. If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and the appropriate entities will be notified of the finding.

6. Flood Insurance and Deed Restriction:

- a. Owner shall maintain flood insurance through the National Flood Insurance Program (NFIP) for the duration of the Project and for as long as the Owner holds title to the property. A deed restriction requiring continued NFIP flood insurance for the life of the property, regardless of transfer of ownership, shall be recorded at the Register of Deeds Office. The form of the restriction is attached as Attachment D to this MOA.

7. Indemnification:

- a. Owner assumes all risk associated with the administration of the FEMA Grant Award, including, but not limited to:
 - i. The failure of the State of South Carolina and/or FEMA to reimburse any portion of the Project costs;
 - ii. The denial, revocation, or limitation of any FEMA or State extension to the Period of Performance;
 - iii. Any reduction or cancellation of the Owner's pro rata share of the Grant Award;
 - iv. Any cost overruns, delays, scope changes, or disallowed expenses under the Grant Award; and
 - v. Any administrative or compliance actions taken by FEMA, the State, or other agencies.
- b. Owner, on behalf of itself, and its successors and assigns, shall indemnify, defend, and hold harmless the Grant Award Recipient, SCDNR, and Grant Award Subrecipient, City of Charleston, their officers, employees, representatives, and agents from and against any and all claims, demands, liabilities, damages, losses, costs, expenses, and causes of action of any kind (including reasonable attorneys' fees) arising from or related to:

- i. The Project, including, but not limited to, construction activities, contractor actions, or site conditions;
 - ii. Any failure by the State of South Carolina and/or FEMA to reimburse the Project in whole or in part;
 - iii. Any denial of and/or failure to secure extensions of the Period of Performance;
 - iv. Any cost overruns, delays, or noncompliance with grant requirements;
 - v. Any failure to meet deadlines, requirements, or conditions of the Grant Award;
 - vi. The use or handling of grant funds;
 - vii. Any actions or inactions by the State and/or FEMA; and
 - viii. Any disputes with contractors, subcontractors, or third parties engaged by the Owner.
- c. This indemnification obligation shall survive completion of the Project, termination of this MOA, and the closeout of the Grant Award.

8. City-Owner Agreement:

- a. Owner shall enter into a formal contract with the City covering additional project details, compliance requirements, and disbursement procedures.
- b. This MOA serves as a preliminary understanding of the Parties' responsibilities and will be superseded by the formal contract.

9. City's Role:

- a. Other than administrative tasks required under the Grant Award, the City's sole role is to act as a pass-through entity for the grant funds.
- b. The City shall have no financial or managerial responsibility for the Project beyond administering the grant process and ensuring compliance with applicable requirements.

10. Acknowledgment of Risk:

- a. Owner acknowledges and understands that:
 - i. FEMA deadlines for the Project may not be extended;
 - ii. FEMA and/or the State may reduce, delay, or deny reimbursement of Project costs;
 - iii. The Owner's pro rata share of the Grant Award is not guaranteed and may be adjusted; and
 - iv. The City has no obligation to fund any portion of the Project.

- b. Owner expressly assumes all financial risk associated with any reduction, denial, delay, or loss of FEMA and/or State funding.
- c. Owner acknowledges that all obligations under this section are in addition to, and not in limitation of, the Indemnification obligations set forth in Section 7.

11. Project Closeout:

- a. Owner and contractors shall grant the City access to documents, papers, letters or other materials in connection with this grant including invoices, canceled checks, daily activity reports, payroll records, time sheets, executed contracts, receipts, purchase orders, billing statements, etc.

12. Owner agrees that the City's ability to administer the grant funding is dependent on Owner's full and prompt submission of all information required of the Owner.

13. This MOA shall be governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the date set forth above.

WITNESS:

CITY OF CHARLESTON

By: _____
Mayor William S. Cogswell, Jr.

WITNESS:

OWNER(S):

By: _____
[NAME]

WITNESS:

By: _____
[NAME]



DNR

SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES

SUBRECIPIENT AGREEMENT

FEDERAL AWARDING AGENCY:

DHS-FEMA

FEDERAL AWARD DATE:

July 16, 2024

FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):

EMA-2021-FM-E002

CFDA NUMBER/NAME:

97.029

TOTAL FEDERAL AWARD:

\$1,436,149.98

Office of Grants Administration (OGA) –only

SAM Check Date: 12/18/2024 **Initial:** SHE

SAM Expiration Date: 08/29/2025

<https://www.sam.gov/portal/SAM/>

Print Screen must be placed in grant file

Risk Assessment Completed Date: 12/18/2024 **Initial:** SHE

Single Audit Check Completed Date: 12/18/2024 **Initial:** SHE

South Carolina Department of Natural Resources

Subrecipient Agreement

SECTION I – SUBRECIPIENT GENERAL INFORMATION

Grant Reference Number (SCDNR): P24011300720		Subrecipient Reference Number: SCDNR FY2025-011	
Grant Title: City of Charleston - 5 Elevation Projects			
Subrecipient: City of Charleston		UEI#: DFAMMXJFS5E3	Indirect Cost Rate: NA
Subrecipient Principal Investigator: Caroline Schnell		PTE Principal Investigator: Jessica Artz	
Address: 2 George Street		City/State: Charleston, SC	Zip Code: 29401-3582
Award Start Date: 10/01/2019		Award End Date: 04/01/2025	Fiscal Year End Month: December
Amount Previously Awarded: \$		Amount Awarded This Action: \$ 871,819.98	Total Award Amount to Date: \$ 871,819.98
Original: Yes	Date of Agreement: 08/23/2024	FFATA: Agreement >= \$25,000 Yes	Cost Sharing: Yes \$ 49,119.02 R&D: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

If this action is an amendment, please select applicable:

Funding Allocation:	Performance Period:	Other:
Reason for Modification:		
DUNS Registered Name (if different than Subrecipient's name):		

SECTION II – FUNDING ALLOCATION

Federal Project Description: The City will work with the homeowners to elevate 5 houses above the Base Flood Elevation			
Federal Awarding Agency: U.S. Department of Homeland Security- FEMA		Pass Through Agency (when applicable): SCDNR	
Awarded Previously	Awarded This Action	Cumulative Award	Total Awarded –All Funds
	\$ 871,819.98	\$ 871,819.98	\$ 871,819.98

SECTION III – CONTACT INFORMATION

<u>Fiscal Contact-Granting Agency:</u> Chris Falcone Grants Coordinator 803-734-3696 falconc@dnr.sc.gov	<u>Program Contact-Granting Agency:</u> Jessica Artz Mapping Specialist 803-734-4012 artzj@dnr.sc.gov	<u>Subrecipient Contact:</u> Caroline Schnell Floodplain Manager 843-579-6481 schnelle@charleston-sc.gov
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SCDNR - STANDARD SUBRECIPIENT AGREEMENT

1. **Parties:** This is a Subrecipient Agreement between the S.C. Department of Natural Resources (herein “SCDNR”), and [City of Charleston] with its principal place of business at [2 George Street Charleston, SC 29401], (herein “Subrecipient”).
2. **Subject Matter:** The subject matter of this Agreement is [City of Charleston - 5 Elevation Projects]. The identifying information for this Agreement is set forth in Part 1- Subrecipient Award Detail. The Subrecipient’s detailed Scope of Work to be Performed is Attachment A (herein “Scope of Work”).
3. **Maximum Amount:** In consideration of the Scope of Work, the SCDNR agrees to pay Subrecipient, in accordance with the Budget and Payment Provisions specified in Attachment B and the other terms of this Agreement, a sum not to exceed \$ **871,819.98**. Funds provided by the SCDNR to Subrecipient under this Agreement cannot be used as match for the purpose of obtaining additional federal funds or assistance by the Subrecipient unless expressly allowed by federal law and with the written approval of the SCDNR which may be contingent on federal approval.
4. **Agreement Term:** This Agreement shall first be effective and Subrecipient’s performance shall begin upon the date of execution by the SCDNR and, unless terminated sooner or amended by the parties, shall end on 04/01/2025. Unless otherwise specified in the Budget and Payment Provisions - Attachment B, no funds may be obligated under this Agreement outside of this term.
5. **Procurement:** The Subrecipient must follow its procurement law or policy for any equipment, supplies, and/or services outside of its organization. However, adequate documentation must be available to satisfy federal audit requirements. Subagreements are addressed in SCDNR Standard Grant Provision (Attachment D).
6. **Ownership and Disposition of Equipment:** Any equipment purchased by or furnished to the Subrecipient by the SCDNR under this Agreement is provided on a loan basis only.
7. **Subrecipient Representations:** Any information provided by Subrecipient to SCDNR prior to the execution of this Agreement shall be deemed a material representation underlying SCDNR’s decision to enter into this agreement. Subrecipient shall have an ongoing obligation to correct any errors or omissions and to update such information as may be necessary. Accordingly, Subrecipient’s prior and subsequent representations are hereby incorporated by reference and include any responses to RFPs, applications, assurances, certifications, risk assessment responses, progress reports, and any state or federal grant forms.
8. **Compliance with Applicable Laws:** Subrecipient shall comply with all applicable federal, state, and local laws whether specifically identified in this Agreement or not and hereby represents itself to be in compliance with such laws as are necessary to fully perform under this Agreement. Furthermore, Subrecipient shall be responsible for obtaining any project-specific permits or authorizations which may be required to fully perform under this

SCDNR SUBRECIPIENT AGREEMENT

Agreement.

9. Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing and signed by the duly authorized representative of the SCDNR and Subrecipient. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this Agreement must be made in writing at least 30 days prior to the end date of this Agreement or the request may be denied.
10. Suspension and Cancellation: This Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance. Upon notice of suspension or cancellation of the Agreement by SCDNR, Subrecipient and anyone acting under it shall not obligate any additional funds unless otherwise agreed in writing by SCDNR. Subrecipient may only be reimbursed for un-cancelable obligations incurred prior to notice of suspension or cancellation to the extent SCDNR has funds available for such purposes.
11. Fiscal Year: The Subrecipient's fiscal year starts January 1 and ends December 31.
12. Work Product Ownership: Unless otherwise specified in Other Grant Provisions (Exhibit E), all products of the Subrecipient's work under this Agreement, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents or data, become the sole property of the SCDNR and may not be copyrighted or resold by Subrecipient.
13. Attachments: In addition to Part 1 and Part 2, this Subrecipient Agreement consists of the following attachments that are incorporated herein by reference.

Please initial below to indicate you have read and understand each attachment.

- ☐ Attachment A - Scope of Work to be Performed
- ☐ Attachment B - Budget and Payment Provisions
- ☐ Attachment C - Federal Funds Grant Provisions
- ☐ Attachment D - SCDNR Standard Grant Provisions
- ☐ Attachment E - Other Grant Provisions

We, the undersigned parties, agree to be bound by this Subrecipient Agreement, including its provisions, attachments, and conditions.

South Carolina Department of Natural Resources

Subrecipient

Shannon F. Bobertz, Chief of Staff

City of Charleston

Name: _____

Date: _____

Title: _____

Date: _____

Attachment A

Scope of Work to be Performed

Objectives and Timeline:

- a. Planning, Engineering, Permitting - 180 days from start of project
- b. Elevate home including new foundation - 210 days after permits are issued
- c. Closeout of grant - 90 days after home is elevated and repairs are completed

Performance Measures and Deliverables:

Securing a contractor, Engineering plans, Building permits, Inspection reports, ASCE 24 documentation, Certificate of Occupancy, photographs

Additional requirements:

The City of Charleston will complete 5 structural elevation projects at the following locations:

- 8 Trapman Street, Charleston, SC 29401 A historical property built in 1870 located in Charleston's historic district on the downtown peninsula.
- 10 Trapman Street, Charleston, SC 29401 A repetitive loss (RL) property built in 1880 located in Charleston's historic district on the downtown peninsula.
- 11 Gadsden Street (SRL) A severe repetitive loss (SRL) property built in 1941 located in Charleston's historic district on the downtown peninsula.
- 4 Council Street (SRL) A severe repetitive loss (SRL) property built in 1880 located in Charleston's historic district on the downtown peninsula.
- 925 Preston Road (SRL) A severe repetitive loss (SRL) property built in 1971 on James Island, a suburb of Charleston.

Phase I: Award Selection & Grant Contractual Agreement

The City will establish all of the internal accounting and record keeping processes in anticipation of award, establish a hard and electronic filing system for all documentation pertaining to the Grant for closeout and audit purposes. The City will notify the homeowner that the project has been awarded, and that the elevation project will start soon.

Phase II: Structural Elevation

The City will have an engineering firm examine and put together the designs for the elevation project, and prepare the documents for bid. Once the plans are drawn, the plans will be reviewed by local and state Historic Preservation offices to ensure conformity with architectural standards in the historic district. The City will work with the homeowners to select an appropriate elevation contractor for the project and review the bids for accuracy and eligibility, while consulting with SCDNR. The City will review the bids for accuracy and eligibility, while consulting with SCDNR. Next, a binding contract will be drafted between the homeowner and contractor that is approved by the City. The City will issue the elevation contractors the notice to proceed.

The Elevation contractors will complete the work on a draw schedule with inspections and payments and provide requests for payments to the City. The City will review the inspections and draw request payments as needed, until construction is complete, a certificate of occupancy is issued and a new elevation certificate is finalized. The City will provide a copy of the mitigated property to their CRS/ NFIP counterparts and send all requests and requirements to SCDNR for closeout.

The City of Charleston will ensure that this structural elevation project is compliant with various building codes, floodplain regulations, and FEMA standards such as: FEMA ASCE 24; IBC: 801, 1107, 1203, 1403, 1603, G103, G105; IRC: IFGC301, R105, R309, R322, R408, RG2404, RM1301, RM1401, RM1601, RM1701, RM2001, RM2201, RP2601, RP2602; NFIP: 60.3; City Code of Ordinance: Chapter 27, Article 2, Division 3.

The mitigation activity will be managed by the City of Charleston, specifically the Floodplain Management and Building Inspections Divisions. The ongoing maintenance of the property will be managed by the homeowners. External partners involved with the mitigation activity include SCDNR, an engineering firm, local and state Historic Preservation offices, and elevation contractors.

Progress reports:

The Subrecipient shall submit progress reports to the SCDNR according to the following schedule: Jan 10, April 10, July 10, October 10. Each report shall describe the status of the Subrecipient's performance since the preceding report and the progress expected to be made in the next successive period. Each report shall describe Subrecipient activities by reference to the work specifications contained in the Scope of Work to be Performed and shall include a statement of work hours expended, expenses incurred, bills submitted, and payments made. If scheduled, a Program Progress Report is required even if there has been no activity. Insufficient submittals may be rejected by SCDNR

Attachment B
Budget and Payment Provisions

This Agreement is performance based. Payments made to the Subrecipient by the SCDNR are based on the successful completion of performance measures identified in the Scope of Work to be Performed. If the Subrecipient is unable to obtain successful completion of a performance measure within the terms and conditions of the Agreement, the Subrecipient may only receive a portion of the payment for that measure if partially completed or will not receive payment at all if substantial performance of that measure is not demonstrated.

The SCDNR will measure sufficient progress by examining the performance required under the Scope of Work to be Performed in conjunction with the associated schedule, the time remaining for performance within the project period, the availability of funds necessary to complete the project, and other relevant factors.

Subject to the complete terms of this Subrecipient Agreement, the SCDNR agrees to compensate the Subrecipient for services performed and allowable as indicated in the outlined budget detail and if such expenses are within the scope of and authorized by this Subrecipient Agreement.

Budget Detail:

Salaries	\$	
Fringes	\$	
Contractual	\$	871,819.98
Supplies	\$	
Travel & Mileage	\$	
Equipment	\$	
Other Costs	\$	
Indirect Cost*	\$	
(Subrecipient Indirect Cost rate is 0.00% %)		
Total Federal Share	\$	871,819.98
Total Non-Federal Share (Match)	\$	49,119.02
Non-Federal Funds provided by: <u>Homeowners</u>		

Reimbursement Periods: As measured from the Subrecipient's award start date, Subrecipient shall present SCDNR with requests for payment:

- ☐ Monthly
☐ Quarterly
☐ Biannually
☐ Annually
☐ Upon project completion
☒ Other: as needed but no more than quarterly

Other Special Budget Provisions:

Optional – remove if not applicable: **Pre-award Costs:** Having obtained written authorization from the federal grant administrator, SCDNR may provide reimbursement for pre-award costs for the period of N/A.

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***Indirect Cost Rate:** Current Rate Approval Letter Must Be on File with SCDNR. When an indirect rate is included, it must be an approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the SCDNR and the Subrecipient, or a de minimis indirect cost rate of 10%. It is also important to note that indirect rates may be subject to statutory caps of the Federal program. A de minimis rate may only be used by those Subrecipients that have never had an approved indirect rate in the past. A de minimis rate may not be used by State and Local Governments (including school districts). (See 2 CFR 200.331-6 and 200.414)

Budget Modification: Without seeking approval of but upon providing written notice to SCDNR, Subrecipient may shift any cost category by up to 10% of the total award in effect at that time so long as such changes do not alter the Scope of Work to be Performed. Any proposed shift in a cost category exceeding 10% of the total award in effect at that time must first be approved in writing by SCDNR.

PAYMENT REQUESTS REQUIREMENTS:

Program Progress Reports: Program Progress Reports are due when the Subrecipient Financial Status Report and Request for Funds Form is submitted for reimbursement. If a satisfactory Program Progress Report is not submitted then payment will not be processed.

Subrecipient Financial Status Report and Request for Funds Form: Subrecipient must submit a completed Subrecipient Financial Status Report and Request for Funds Form along with an invoice and supporting documentation (to include a detailed General Ledger Report with related performance period transactions) to initiate and substantiate a payment request. Incomplete forms or inadequate documentation may delay or prevent reimbursement. The Subrecipient Financial Status Report and Request for Funds Form has been attached for your convenience.

Match Documentation: Expenditure or accrual of any matching funds or value anticipated under this Agreement must be appropriately documented and such documentation must be periodically provided with the associated Subrecipient Financial Status Report and Request for Funds Form.

Annual Audit Certification: If the Agreement spans more than one fiscal year of the Subrecipient, the Subrecipient must complete and provide SCDNR with an Annual Audit Certification including any appropriate audits or other supporting documentation.

Following receipt, review and approval of the above items and consideration of Subrecipient's compliance with the terms of this Agreement, SCDNR will reimburse the Subrecipient in arrears of expenditures. These requests must be submitted to: SCDNR, c/o Grants Office, P.O. Box 167, Columbia, SC 29202 or emailed to GrantSubmissions@dnr.sc.gov.

Closeout: Upon verification that Subrecipient has satisfied all obligations under this Agreement which specifically include all activities and deliverables under the Scope of Work to be Performed and providing an adequate accounting for all grant fund expenditures and match, a final payment and closeout letter will be issued to the Subrecipient.

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ATTACHMENT C FEDERAL FUNDS GRANT PROVISIONS

This Agreement is subject to the requirements of applicable federal laws, policies and bulletins associated with federal funds including but not limited to those listed below. Furthermore, the recipient certifies, where noted, to the stated representations.

1. **Acknowledgement of Federal Funding:** All recipients of financial assistance will comply with requirements to acknowledge federal funding (including federal award number) when issuing statements, press releases, requests for proposals, bid invitations, project publications, and other documents describing projects or programs funded in whole or in part with federal funds.
2. **Copyright:** All recipients must affix the applicable copyright notices of the Copyright Act of 1976 (see 17 U.S.C. § 401 or 402 and 2 CFR 200.315 and 2 CFR 200.448).
3. **Patents and Intellectual Property Rights:** Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 *et seq.* All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14. Among other obligations, the recipient of funds shall grant the SCDNR and the Federal government a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practice on its behalf throughout the world.
4. **Internal Controls:** In accordance with 2 CFR Part II, §200.303, the recipient must establish and maintain effective internal controls to provide reasonable assurance that the recipient is managing all funds under this Agreement in compliance with federal statutes, regulations, and the terms and conditions of the award agreements. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or comparable Generally Accepted Accounting Principles (GAAP).
5. **Requirement to Have a Single Audit:** The recipient will complete an Annual Audit Certification and a Single Audit is required if the recipient of federal funds expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Part 200, Subpart F.
6. **Duplication of Benefits:** Any cost allocable to a particular federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or terms and conditions of the federal awards, or for other reasons. However, this prohibition would not preclude the non-federal statutes, regulations, or the terms and conditions of the federal awards.
7. **False Claims Act and Program Fraud Civil Remedies:** All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
8. **Federal Debarment and Suspension:** Recipients of federal funds are subject to the requirements of the OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement) (2 CFR Part 180). Additionally, this Agreement is subject to Executive Orders 12549 and 12689 "Debarment and Suspension" and as further adopted by any funding entity. A contract award under this Agreement cannot be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689.
9. **Hatch Act:** Recipient shall ensure its employees comply with the limitations on political activity in order to comply with the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), as amended.

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- 10. Byrd Anti-Lobbying Amendment:** The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) provides that recipients that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award cover by 31 U.S.C 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Any recipient of funds under this Agreement subject to the Byrd Anti-Lobbying Amendment hereby certifies to the best of his/her/it's knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. (43 CFR Part 18 – Appendix A to Part 18).
- 11. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, the recipient must disclose, in a timely manner, in writing to the SCDNR, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, *etc.*
- 12. Federal Debt Status:** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
- 13. Non-supplanting Requirement:** For federal programs which prohibit supplanting, recipients must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.
- 14. Procurement of Recovered Materials:** All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste

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management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. **Disposition of Equipment Acquired Under the Federal Award:** When original or replacement equipment acquired under this award by the recipient is no longer needed for the original project or program or for other activities currently or previously supported by the federal grant program, recipient must request instructions from SCDNR to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.
16. **Terrorist Financing E.O. 13224:** All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

17. Federal Equal Opportunity Protections

- a. **Age Discrimination Act of 1975:** All recipients of financial assistance will comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- b. **Civil Rights Act of 1964:** All recipients of financial assistance will comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

As part of compliance with Title VI, all recipients must take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations.

- c. **Civil Right Act of 1968:** All recipients of financial assistance will comply with Title VI 11 of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 *et seq.*), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100.
- d. **Title IX of the Education Amendments of 1972:** All recipients of financial assistance will comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. These regulations are codified at 44 CFR Part 19.
- e. **Rehabilitation Act of 1973:** All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.
- f. **Americans with Disabilities Act of 1990:** The recipient shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*), as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the recipient

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under this agreement.

- g. **Drug Abuse Office and Treatment Act of 1972:** The recipient may not discriminate on the basis of drug abuse as required for compliance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended.
- h. **Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970:** The recipient may not discriminate on the basis of alcohol abuse or alcoholism as required for compliance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (91 P.L. 616), as amended.
- i. **Equal Employment Opportunity:** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this Agreement on the grounds of race, age, health status, handicap, color, sex, religion or national origin. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order 11246 "Equal Employment Opportunity" (see 30 FR 12319, as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" (see 32 FR 14303) and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity" (see 79 FR 72985). The language of 41 CFR 60-1.4 is hereby incorporated by reference and each contractor or subcontractor shall include, as applicable, the language required under 41 CFR Part 60 in each of its contracts related to this Agreement.
- j. **Small and Minority Businesses, Women's Business Enterprises, and Labor Area Surplus Firms:** Recipient shall comply with the requirements of 2 CFR § 200.321 and must take all necessary, affirmative steps to assure that small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible. These steps are in addition to full and open competition and must include, at a minimum, the following six affirmative steps.
 - i. **Solicitation Lists.** The recipient must place small and minority businesses and women's business enterprises on solicitation lists.
 - ii. **Solicitations.** The recipient must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources.
 - iii. **Dividing Requirements.** The recipient must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
 - iv. **Delivery Schedules.** The recipient must establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.
 - v. **Obtaining Assistance.** The recipient must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
 - vi. **Prime Contractor Requirements.** The recipient must require the prime contractor, if subcontracts are anticipated or let, to take the five affirmative steps described in above.
- 18. **Davis-Bacon Act:** For public building or public works construction, alteration, or repair projects, the recipient of funds under this Agreement is required to follow the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148 and 3146-3148). All construction contracts awarded by SCDNR or the recipient funds under this Agreement of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon acceptance of the wage

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determination. The recipient of funds under this Agreement shall report all suspected or reported violations to SCDNR.

19. **Copeland "Anti-Kickback" Act:** For public building or public works construction, alteration, or repair projects, the recipient of funds under this Agreement shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C 3145) for all contracts for construction or repair awarded SCDNR or by the recipient of funds under this Agreement. The recipient shall include a provision for compliance with the Act, as supplemented by the Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient of funds under this Agreement shall report all suspected or reported violations to SCDNR.
20. **Intergovernmental Personnel Act of 1970:** Where applicable, recipient shall comply or otherwise assist SCDNR in complying with the Intergovernmental Personnel Act of 1970 (42 U.S.C. § 4728-4763).
21. **Whistleblower Protection Act:** All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and 4310. In accordance with the 41 U.S.C 4712, "Contractor Protection From Reprisal For Disclosure of Certain Information," this requirement applies to all awards issued after January 1, 2013.
 - a. This award and related subawards and contracts over the simplified acquisition threshold and all employees working on this award and related subawards and contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712.
 - b. Recipients, and their subrecipients and contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
 - c. The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.
22. **Federal Administrative Regulations:** The federal funds provides under this agreement are subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) which became effective December 26, 2014 for federal awards issued after December 26, 2014. This regulation superseded requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in 2 C.F.R. Parts 220, 225, 215, and 230); Circulars A-89, A-102, and A-133; and the guidance in Circular A-50. The regulations is available here: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
23. **Drug Free Workplace:** In association with 2 CFR Part 182, the recipient certifies to SCDNR that it will provide a drug-free workplace program by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The recipient's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug violations.
 - c. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by item 23(a).

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- d. Notifying the employee in the statement required by item 23(a) that as a condition of employment in association with the Agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after the conviction.
 - e. Notifying the SCDNR within 10 days after receiving notice under item 23(d)(ii) from an employee or otherwise receiving actual notice of the conviction.
 - f. Recipient shall within thirty days after receiving notice from an employee of a criminal drug conviction:
 - i. take appropriate personnel action against the employee up to and including termination; or
 - ii. require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for the purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - iii. Recipient shall require the same of any contractors working in association with this Agreement.
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of items 23(a) through (f). (S.C. Code Ann. §§ 44-107-30 & -50)
- 24. Environment and Historic Preservation:** Recipient will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 *et seq.*); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205); (i) protection of national wild and scenic river components and potential components under the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 *et seq.*); and (j) assisting the awarding federal agency and SCDNR in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 *et seq.*).
- Where applicable, the recipient of funds under this Agreement is required to follow the Clean Air Act (42 U.S.C 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) (a/k/a Clean Water Act), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the recipient of non-Federal funds and any subcontractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 25. Energy Policy and Conservation Act:** All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act. The South Carolina Energy Office oversees the State Energy Plan (see S.C. Code Section 48-52-10 *et seq.* and <http://www.energy.sc.gov/energyplan>).
- 26. Laboratory Animal Welfare Act of 1966:** Recipient will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 *et seq.*) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

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27. **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970:** If the recipient's project affects real property interests, the recipient may shall comply or otherwise assist SCDNR in complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended.
28. **Fly America Act of 1974:** All recipients must comply with the requirements of the preference for U.S. carriers (air carriers holding certificates under 49 U.S.C. § 41108) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C...§ 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, 'amendment to Comptroller General Decision B138942.
29. **Hotel & Motel Fire Safety Act of 1990:** In accordance with the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2201, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974. See 41 CFR Part 301-74.
30. **USA Patriot Act of 2001:** All recipients of financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.
31. **National Fire Incident Reporting System:** Reports to fire marshals or incident reports must be submitted to the National Fire Incident Reporting System (NFIRS) within 15 days after the end of the previous month as a condition for any and all grant awards. All agencies applying for Division of Emergency Management and Homeland Security funds must submit a current copy of their completed NIFRS report.

ATTACHMENT D
SCDNR STANDARD GRANT PROVISIONS

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the South Carolina Department of Natural Resources is executing this Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. Independence: The Party will act in an independent capacity and not as officer, employee or agent of the SCDNR.

3. No Employee Benefits For The Party: The Party understands that the SCDNR will not provide to the Party or anyone acting on its behalf any form of employee benefits or services available to State employees and SCDNR will not withhold any state or federal taxes for the Party or anyone acting on its behalf. The Party understands that all tax filings required by the Internal Revenue Code and the State of South Carolina, including but not limited to income and withholding, must be filed by the Party, and information as to Agreement income may be provided by the State of South Carolina to the Internal Revenue Service and the South Carolina Department of Revenue as may be required.

4. Reliance by the SCDNR on Representations: All payments and other actions by the SCDNR under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the contract or grant agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

5. Insurance: SCDNR provides no insurance coverage for liability or loss of the Party or its agents. The Party shall carry general liability insurance on an occurrence form and limits shall not be less than \$1,000,000 per occurrence. If a Party to this Agreement is a federal, state, or local governmental entity, such governmental parties may satisfy these insurance requirements to the extent comparable coverage is maintained through the South Carolina Insurance Reserve Fund or the equivalent.

6. Records Available for Audit: The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for five years thereafter or for any period required by law for inspection by any authorized representatives of the SCDNR, the State of South Carolina, or federal government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

7. South Carolina Human Affairs Law and Americans with Disabilities Act: A Party which is a Covered Entity under the South Carolina Human Affairs Law (S.C. Code Ann. § 1-13-10, *et seq.* (1976 & Supp. 2016)) must comply in full with the Act. The Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et*

seq.), as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

8. Certification Regarding Debarment: The Party certifies that, as of the date that this Agreement is signed, neither the Party nor the Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, programs supported in whole or in part by federal funds (see 2 CFR Parts 180, 200, 417, 901, 1125, 1326, 1400, 1532, 2520, 3000, and 3485), or pursuant to South Carolina Consolidated Procurement Code, S.C. Code Ann. § 11-35-4220 (1976 & Supp. 2016).

9. Conflict of Interest and State Ethics Reform Act: The Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest and shall comply with South Carolina's ethical standards as provided by law. See S.C. Ethics Reform Act (S.C. Code Ann. § 8-13-10, *et seq.* (1976 & Supp. 2016)), S.C. Consolidated Procurement Code (S.C. Code Ann. § 11-35-10, *et seq.* (1976 & Supp. 2016)), and 2 CFR 200.112.

10. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of South Carolina. Any action or proceeding brought by either the SCDNR or the Party in connection with this Agreement shall be brought and enforced in the Circuit Court of the State of South Carolina. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the SCDNR with regard to its performance under the Agreement. The Party agrees that the SCDNR shall not be required to submit to binding arbitration or waive its right to a jury trial.

11. Sovereign Immunity: The SCDNR, as an agency of the State of South Carolina, reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the SCDNR's entry into this Agreement.

12. Defense and Indemnity: The Party shall defend the SCDNR and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The SCDNR shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The SCDNR retains the right to participate at its own expense in the defense of any claim.

The Party shall indemnify the SCDNR and its officers and employees as to any damages or costs incurred, including attorneys' fees and associated costs, arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the SCDNR to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including

attorneys' fees, collection costs or other costs of the Party.

If a Party to this Agreement is a federal, state, or local governmental entity, no indemnification obligations shall arise under this provision as to that Party or SCDNR.

13. State Whistleblower Protections: A Party which is a "Public Body" under the Employment Protection for Reports of Violations of State or Federal Law or Regulation Act (S.C. Code Ann. § 8-27-10 *et seq.* (1976 & Supp. 2016)) must comply in full with the Act.

14. Risk Assessment and Monitoring: SCDNR is obligated to make a risk assessment of the Party prior to awarding federal funds and thereafter must monitor the Party for compliance. SCDNR reserves the right to modify monitoring requirements for the Party including frequency of reporting, requiring additional prior approval by SCDNR, and other protective or corrective actions. See 2 CFR Part 200.

15. Set Off: The SCDNR may set off any sums which the Party owes the SCDNR against any sums due the Party under this Agreement.

16. Child Support, Taxes, and Other Governmental Debts:

The Party understands and acknowledges that if relevant outstanding or delinquent financial obligations exist it may be subject to child support collections, tax collection, or delinquent debt setoff actions by other governmental entities pursuant to S.C. Code Ann. § 12-53-20 (2014); S.C. Code Ann. § 12-54-10, *et seq.* (2014); Setoff Debt Collection Act, S.C. Code Ann. § 12-56-10, *et seq.*; § 43-5-220(j) and other applicable laws.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Sub-Agreements: The Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the SCDNR. The Party must ensure that those acting under it are eligible under the terms of this Agreement. The Party shall be responsible and liable to the SCDNR for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with the Party or any subcontractor. The Party must include the provisions of this Agreement in all subagreements for work to be performed under this Agreement and any Party assigned, subcontracted, or receiving a subagreement shall be obligated to provide legally required assurances / certifications and must agree to be bound to the terms of this Agreement. The Party must present a request for a subagreement on the SCDNR Request for Approval to Subgrant/Subcontract form.

19. Freedom of Information Act: The Party acknowledges and agrees that this Agreement and any and all information obtained by the SCDNR from the Party in connection with this Agreement are subject to the South Carolina Freedom of Information Act (FOIA) (S.C. Code Ann. § 30-4-10, *et seq.* (1976 & Supp. 2016)). Additionally, the Party acknowledges that acceptance of funds from SCDNR may subject the Party to FOIA.

20. Personal Identifying Information and Safekeeping of Data: The Party also acknowledges and agrees that this Agreement and any personal information obtained by the Party in connection with this Agreement are subject to the Family Privacy Protection Act of 2002 (S.C. Code Ann. § 30-2-10, *et seq.* (1976 & Supp. 2016)). The Party must not use or disclose any individually identifying information that pursuant to this Agreement is disclosed by the SCDNR to the Party, created by the Party on behalf of the SCDNR, or used by the Party for any purpose other than to complete the work specifications of this Agreement unless such use or disclosure is required by law, or when the Party obtains permission in writing from the SCDNR to use or disclose the information and this written permission is in accordance with federal and state law. Additionally, the Party shall promptly notify SCDNR regarding any data breach, suspected data breach, or loss of data containing personal identifying information or similarly sensitive data related to this Agreement or otherwise revealing a vulnerability of the Party to such risks. See generally S.C. Code Ann. § 1-11-490; § 16-13-510; § 39-1-10, *et seq.* (1976 & Supp. 2016)

21. Force Majeure: Neither the SCDNR nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

22. Prior Approval of Press Releases / Marketing Materials: Without obtaining the prior written consent of the SCDNR, the Party shall not refer to the SCDNR in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the SCDNR. In any such communication materials, the Party must include as appropriate, an Equal Employment Opportunity statement and acknowledgement of any grant funds provided by SCDNR and/or the federal government through this Agreement.

23. Termination: In addition to any right of the SCDNR to terminate for convenience, the SCDNR may terminate this Agreement as follows:

- a. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the SCDNR may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the SCDNR may suspend or cancel this Agreement immediately, and the SCDNR shall have no obligation to pay the Party from State revenues.
- b. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

24. No Implied Waiver of Remedies: A party's delay or failure to exercise any right, power

or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing signed by an authorized representative of the party to be bound.

25. Continuity of Performance: In the event of a dispute between the Party and the SCDNR, each party will continue to perform its obligations under this Agreement during the resolution of the dispute unless otherwise directed by SCDNR to suspend or stop performance or until this Agreement is terminated in accordance with its terms.

26. Security Interests and Liens: The Party is not authorized to create and shall not allow any security interests or liens upon SCDNR property and must promptly discharge any claims made to that effect by claimants of the Party.

27. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the SCDNR. All State property, tangible and intangible, shall be returned to the SCDNR without demand and at no additional cost to the SCDNR. Such property shall be provided in good condition and in a format acceptable to the SCDNR.

28. State Facilities: If the SCDNR makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to the Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

29. Iran Divestment Act: The Party certifies that it is not on the Iran Divestment Act List (available: <https://procurement.sc.gov/iran-divestment>). The Party agrees to notify SCDNR immediately if it is ever named on the list. The Party shall require any subcontractor associated with this Agreement to certify and comply with the same. (S.C. Code Ann. § 11-57-10, *et seq.*)

30. South Carolina Illegal Immigration Reform Act: The Party certifies that it will comply with the applicable requirements of the South Carolina Illegal Immigration and Reform Act and agrees to provide to SCDNR upon request any documentation required to establish either: (a) that S.C. Code Ann. § 8-14-10, *et seq.* is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with this law. The Party agrees to include in any contracts with its subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of S.C. Code Ann. § 8-14-10, *et seq.*, and (b) include in their contracts with the sub-subcontractors language requiring the subsubcontractors to comply with the applicable requirements of this law.

31. Entire Agreement: This Agreement, whether in the form of a contract, state funded grant, or federally funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect except were expressly incorporated by reference. Furthermore, any situations requiring interpretation must frame this Agreement in the context of applicable federal and state laws and the mandatory requirements of any federal or state funding sources.

ATTACHMENT E OTHER GRANT PROVISIONS

This Other Grant Provisions (Attachment E) is to be used for establishing other Agreement terms when special terms are required by the grant program providing funds for this Agreement or if SCDNR and Subrecipient agree to other special terms which may add to or modify standard grant terms stated elsewhere in this Agreement. In all instances, these Other Grant Provisions must comply with applicable law and be agreed to by authorized representatives of SCDNR and the Subrecipient. Unless otherwise specified, these Other Provisions shall also apply to any other party acting through or on behalf of the Subrecipient.

Federal Grant #: EMA-2021-FM-E002

Name of Federal Grant: City of Charleston- 5 Elevation Projects

State Grant #: P4011300720

Purpose: *The purpose of this agreement and the funds are provided under the Flood Mitigation Assistance federal grant award administered by the Federal Emergency Management Agency, as articulated in the Grant Award is, "to assist [communities] in their efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program", thereby reducing future losses to the National Flood Insurance Program. This agreement is not intended to and does not create any legal or equitable right, claim, or remedy for third parties and any person other than SCDNR and the Subrecipient.*

Subrecipient Responsibility for Independent Agreements. The Subrecipient shall have the sole responsibility for determining whether to enter into a written agreement with any property owner whose property will be the subject of the flood mitigation project covered by this Agreement (Property Owner). Subrecipient shall be responsible for program oversight and monitoring the use of the funding to ensure costs are reasonable, necessary and allowable and allocable. The Subrecipient shall bear the sole responsibility for the performance and obligations arising from any agreement between Subrecipient and Property Owner, written or otherwise, including but not limited to ensuring Property Owner's selection of a contractor using a competitive method of no less than three quotes from contractors who have relevant experience and the necessary skills and knowledge for the project, who are licensed and bonded, who have liability insurance, and that the Property Owner has a written agreement with the selected contractor. The Subrecipient shall ensure that any agreement that Subrecipient has with Property Owner, written or otherwise, is in compliance with all applicable statutes, regulations, laws, ordinances, and policies and the terms of this Agreement.

Suspension or Termination. This Agreement may be suspended or terminated by either party giving written notice of at least 30 days in advance. Upon notice of suspension or termination of the Agreement by SCDNR, Subrecipient and anyone acting under it shall not obligate any additional funds unless otherwise agreed in writing by SCDNR. Subrecipient may only be reimbursed for un-cancelable obligations incurred prior to notice of suspension or termination to the extent SCDNR has funds available for such purposes. SCDNR may also suspend or terminate this Agreement if Subrecipient fails to comply with any terms of this Agreement including but not limited to: (i) failure to comply with statutes, regulations, laws, ordinances, and policies referenced herein; (ii) failure for any reason of subrecipient to fulfill in a timely and proper manner its obligations under this Agreement; (iii) ineffective or improper use of grant funds; and (iv) submission of reports to SCDNR that are incorrect or incomplete in any material respect.

Reliance by the SCDNR on Representations. All payments and other actions by the SCDNR under this Agreement will be made in reliance upon the accuracy of all representations made by the Subrecipient and/or on behalf of Property Owner by the Subrecipient in accordance with the contract or grant agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

Subrecipient Amendments. No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing and signed by the duly authorized representative of the SCDNR and Subrecipient. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this Agreement must be made in writing at least 30 days prior to the end date of this Agreement.

Subrecipient Budget Modifications. The subrecipient must report deviations from the approved budget. The subrecipient must request prior approvals from SCDNR for budget revisions so long as such changes do not alter the Scope of Work to be Performed. Budget changes must be first approved in writing by SCDNR before Subrecipient can move forward with requested changes in the project.

Subrecipient Invoicing. Subrecipient must submit a completed Subrecipient Financial Status Report and Request for Funds Form along with an invoice and supporting documentation (to include a detailed General Ledger Report with related performance period transactions) to initiate and substantiate a payment request. Incomplete forms or inadequate documentation may delay or prevent reimbursement

Attachment C – Federal Funds Grant Provisions (2018.7.1) – Paragraphs 18 (Davis-Bacon Act) and **19** (Copeland “Anti-Kickback” Act) do not apply to this Agreement. (see Hazard Mitigation Assistance Guidance: Hazard Mitigation Grant Program, Pre-Disaster Mitigation Program and Flood Mitigation Assistance Program – February 27, 2015)

Additional Terms:

- 1. Contract Work Hours and Safety Standards Act:** All contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§3702 and 3704, as supplemented by the Department of Labor regulations at 29 C.F.R. Part 5.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The South Carolina Department of Natural Resources shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

2. **Department of Homeland Security Seal, Logo, and Flags:** The Subrecipient shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Emergency Management Agency (FEMA) pre-approval. (see DHS Standard Terms and Conditions v 3.0, paragraph XXV (2013)).

3. **No Obligation by Federal Government:** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities of the South Carolina Department of Natural Resources, Subrecipient, contractor, or any other party pertaining to any matter resulting from this Agreement.

We agree to the terms set forth above as being included in the referenced Agreement.

South Carolina Department of Natural Resources

Subrecipient

Shannon F. Bobertz, Chief of Staff

City of Charleston

Name: _____

Date: _____

Title: _____

Date: _____



CITY OF CHARLESTON

DEPARTMENT OF STORMWATER MANAGEMENT

**CONSTRUCTION SPECIFICATIONS &
CONTRACT DOCUMENTS**

DRAINAGE OUTFALL IMPROVEMENT PROJECT

SANDCROFT DRIVE

JULY 2025

Mayor William S. Cogswell, Jr.

City Council

Boyd Gregg

Kevin Shealy

Jim McBride

Robert M. Mitchell

Karl L. Brady, Jr.

William Dudley Gregorie

Perry K. Waring

Michael S. Seekings

William P. Tinkler

Stephen Bowden

Ross A. Appel

Caroline Parker

Outfall Improvement Project – Sandcroft Drive

Bid and Contract Documents

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SECTION 01105

ADVERTISEMENT FOR BIDS

PROJECT: DRAINAGE OUTFALL IMPROVEMENT PROJECT – SANDCROFT DRIVE

OWNER: City of Charleston

RECEIPT OF BIDS: Separate sealed bids for the construction of the above referenced project will be received by the Owner at their office, May 28th, 2025 until 2:00 p.m., local time at the Department of Stormwater Management, 2 George Street, Suite 2100, Charleston, South Carolina, 29401 and at said office will be publicly opened and read aloud.

PROJECT DESCRIPTION: The Work will include hydroexcavation of 183 LF of open channel at the Sandcroft Drive drainage outfall, including any necessary matting and dewatering, in order to re-establish the channel back to design as shown in the Drawings.

DOCUMENTS AVAILABLE: The Contract Documents are available at no charge to view or download online at www.charleston-sc.gov (Business, BidLine, Stormwater).

SECURITY: Each bid must be accompanied by a certified check of the Bidder, or by a Bid Bond made payable to the Owner, for an amount equal to not less than 5% of the total bid as a guarantee that, if the bid is accepted, the required Agreement will be executed ~~and that a 100% Performance Bond and 100% Payment Bond will be furnished.~~

OWNER'S RIGHTS: The Owner reserves the right to waive any informalities in bidding and to reject all Bids if it is in the Owner's best interest to do so. Unless all bids are rejected, award will be to the low responsive, responsible Bidder.

WOMEN'S AND MINORITY BUSINESS GOALS: This contract requires compliance with the City of Charleston's minority and women-owned business goals. Bids will not be accepted without compliance with this program. All bidders are advised to familiarize themselves with the City's women's and minority business goals early in the bid preparation process as time is required to properly seek out and solicit qualified women and minority businesses. Goals with regards to Women's and Minority Business Enterprises are specified in Section 01110.



Mr. Matthew Fountain, P.E. & P.G.
Director of Stormwater Management
City of Charleston

(End of Section 01105)

SECTION 01110

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS: Bids will be received at the time and place as specified in the Advertisement for Bids, and then at said office publicly opened and read aloud. Late Bids will not be accepted nor considered.
2. LICENSES: The attention of Bidders is directed to the provisions of the acts for licensing of General Contractors for the State of South Carolina and all requirements of such acts which have bearing upon this work shall be deemed a part of the Specifications as if written therein in full. The showing by the Contractor of his license number shall be deemed as the Contractor's representation that he is legally qualified to enter into the prescribed Contract for any/or all portions of the work included in his Bid.

All Bidders submitting a Bid shall have a currently valid State of South Carolina Contractor's License for performing work under this contract. Required license numbers shall be shown on the Bid form immediately below the signature identification and on the face of the sealed envelope containing the submitted Bid.

Subcontractors who will be engaged by the General Contractor shall also hold the required licenses.

3. BID SECURITY: Each Bid must be accompanied by a certified check of the Bidder, or a Bid Bond duly executed by the Bidder as principal and having as surety thereon a surety company qualified to do business under the laws of the State of South Carolina and satisfactory to the Owner, in an amount not less than five (5) percent of the Bid. Such check or Bid Bond will be returned to all except the three (3) lowest Bidders within three (3) days after the opening of Bids, and the remaining checks or Bid Bonds will be returned promptly after the Owner and the accepted Bidder have executed the Agreement, or, if no award has been made within 45 days after the date of the opening of Bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his Bid.
4. GUARANTY BONDS: The Bidder to whom the contract is awarded will be required to execute the Agreement within 10 calendar days from the date when Notice of Apparent Low Bid is delivered to the Bidder.

~~The Bidder to whom the contract is awarded will be required to obtain the Performance Bond and Payment Bond, each in the sum of the full amount of the Contract Price, within 10 calendar days from the date when Notice of Intent to Award is delivered to the Bidder.~~

~~The Bonds must be duly executed and acknowledged by the Bidder as principal and by a corporate surety company qualified to do business under the laws of the State of South Carolina and satisfactory to the Owner as surety, for the faithful performance of the Contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor.~~

~~Each Bond must be valid for one year beyond the date of final acceptance of the project.~~

5. EXECUTION OF CONTRACT: The Owner, within 10 days of receipt of an Agreement signed by the party to whom the Agreement was awarded, shall send the Agreement to City Council for approval and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.
6. POWER OF ATTORNEY FOR BONDS: Attorneys-in-fact who sign Bid Bonds ~~or Performance Bonds or Payment Bonds~~ must file with each Bond a certified and effective dated copy of their power of attorney.
7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT: The successful Bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within 10 days after he has received

Drainage Outfall Improvement Project – Sandcroft Drive

notice of the acceptance of his Bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his Bid.

8. **LAWS AND REGULATIONS:** All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included as though herein written out in full.
9. **NON-RESIDENT CONTRACTORS:** A Bidder, who is a non-resident contractor, shall be aware of Section 12-9-310, Article 3, of the South Carolina Income Tax Act of 1926, as amended. This article requires the Owner entering into a contract with a non-resident taxpayer, where such contract exceeds ten thousand dollars, to withhold two percent (2%) of each and every payment made to the non-resident.

The funds deducted from the payment made to the non-resident taxpayer are funds deemed to be held in trust for the State of South Carolina and will be reported by the Owner to the South Carolina Tax Commission. This deduction is in addition to the retainage deductions specified in the General Conditions.

The withholding of two percent (2%) from payments made to the non-resident taxpayer may be waived only if the non-resident taxpayer shall insure the South Carolina Tax Commission by posting an acceptable bond in the sum of two percent (2%) of the total contract amount. The Owner must receive verification from the South Carolina Tax Commission if this deduction is to be waived.

10. **EXAMINATION OF DRAWINGS AND SPECIFICATIONS:** Each Bidder shall carefully examine Drawings and Specifications and all Addenda or other revisions thereto and thoroughly familiarize himself with the detailed requirements thereof prior to submitting a Bid. If any Bidder is in doubt as to the true meaning of any part of the Drawings, Specifications, or other Documents, or if any error, discrepancy, conflict, or omission is noted, the Bidder should immediately contact the Engineer in writing and request clarification. The Engineer will clarify the intent of the Documents and/or correct such error, discrepancy, conflict, or omission, and will notify all Bidders by Addendum in cases where the extent of work or the cost thereof will be appreciably affected. No allowance will be made after Bids are received for oversight by a Bidder.
11. **EXAMINATION OF SITE:** Each Bidder shall visit the site of proposed work and fully acquaint himself with conditions relating to construction and labor so he may fully understand facilities, difficulties, and restrictions attending execution of work under contract. By executing the Agreement, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents.
12. **INFORMATION NOT GUARANTEED:** All information given on the Drawings or in the Contract Documents relating to subsurface conditions, existing structures, location of utilities, sewer inverts, or other information on existing facilities, is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Bidders.

It is agreed and understood that the Owner does not warrant or guarantee that the conditions, pipes, or other structures encountered during construction will be the same as those indicated on the Drawings or in the Contract Documents. The Bidder must satisfy himself regarding the character, quantities, and conditions of the various materials and the work to be done.

It further is agreed and understood that the Bidder or the Contractor will not use any of the information made available to him or obtained in any examination made by him in any manner as a basis or ground of claim or demand of any nature, against the Owner or the Engineer, arising from or by reason of any variance which may exist between the information offered by the actual materials or structures encountered during the construction work, except as may otherwise be provided for in the Contract Documents.

Drainage Outfall Improvement Project – Sandcroft Drive

If any work is performed by the Contractor, or any subcontractor, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing conditions, or damage to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

13. COMPLETE WORK REQUIRED: The Drawings, Specifications, and all supplementary documents are essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work. In case of discrepancy on the Drawings, figured dimensions shall govern. In case of omissions from the Specifications as to items of equipment and materials or quantities thereof, the Drawings shall govern. It shall be the responsibility of the Bidder to call to the attention of the Engineer obvious omissions of such magnitude as to affect the strength, adequacy, function, completeness, or cost of any part of the work in ample time for amendment by Addendum prior to letting date.

14. ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of the Drawings, Specifications, or other Bid Documents will be made orally to any Bidder by the Engineers prior to award of the contract.

Every request for such interpretation should be in writing addressed to Benjie Smith, The City of Charleston, 2 George Street, Suite 2100, Charleston, SC 29401 or by e-mail: smithb@charleston-sc.gov. To be given consideration, such request must be received at least 10 days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be made in the form of written Addenda to the Specifications which, if issued, will be emailed to all prospective Bidders (at the respective email addresses furnished for such purposes), not later than 5 days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under his Bid as submitted. All Addenda so issued shall become part of the Contract Documents.

15. TIME FOR COMPLETION: The Bidder must agree to commence work within the time stipulated in the Agreement. The Bidder also must agree to fully complete the project within the time stipulated in the Agreement.

16. LIQUIDATED DAMAGES: The Bidder must agree to pay as liquidated damages the amount set forth in the Agreement for each consecutive calendar day that the work is incomplete after the date of completion.

17. WRITTEN MODIFICATIONS: Any Bidder may modify his Bid by written communication at any time prior to the scheduled closing time for receipt of Bids, provided such written communication is received by the Owner prior to the closing time. The written communication should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened.

18. WITHDRAWAL OF BIDS: Any Bidder may withdraw his Bid, either personally or by written request, at any time prior to the scheduled time for opening of Bids or authorized postponement thereof.

No Bidder may withdraw his Bid for a period of 90 days after the date set for the opening thereof, and all Bids shall be subject to acceptance by the Owner during this period.

19. IRREGULAR BIDS: A Bid will be considered irregular and may be rejected for any one of the following reasons:

19.1 If the Bid is on a form other than that furnished by the Owner; or if the form is altered or any part detached.

19.2 If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning.

Drainage Outfall Improvement Project – Sandcroft Drive

- 19.3 If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 19.4 If the Bid does not contain a price for each item listed.
- 19.5 If the Bid does not contain the aggregate of the Bid, obtained by adding the extended amounts of the various items, if applicable.
- 19.6 If the Bid contains obviously unbalanced Bid prices.
- 19.7 If there is reason to believe that any Bidder is interested in more than one Bid on the same project or that there has been collusion among the Bidders.
- 20. DISQUALIFICATION OF BIDDERS: More than one Bid from an individual, a firm or partnership, a corporation or any association, under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder is interested as a principal in more than one Bid for the work contemplated will cause the rejection of all Bids in which such Bidder is believed to be interested. Any or all Bids will be rejected if there is reason to believe that collusion exists among the Bidders. Contracts will be awarded only to responsible Bidders capable of performing the class of work contemplated within the time specified, and having sufficient resources and finances to carry on the work properly.
- 21. ACCEPTANCE OR REJECTION OF BIDS: The Owner reserves the right to reject any and all Bids when such rejection is in the interest of the Owner; to reject the Bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the Bid of a Bidder who is not, in the opinion of the Engineer, in a position to perform the Contract. The Owner also reserves the right to waive any informalities and technicalities in Bidding. The Owner may also accept or reject any of the alternates that may be set forth on the Bid.
- 22. METHOD OF AWARD: Unless all Bids are rejected, the Contract will be awarded to the lowest responsive, responsible Bidder for the Drainage Outfall Improvement Project – Sandcroft Drive. A responsive Bidder is defined as one whose Bid is complete and submitted in accordance with the Contract Documents without excisions, exceptions, special conditions, or alternate Bids (unless specifically requested in the Bid form). A responsible Bidder is defined as one who is legally licensed to Bid and perform work in the State of South Carolina, maintains a permanent place of business, has adequate plant equipment to complete the work properly and within the established time limit, has adequate financial status to meet his obligations contingent to the work, and is considered by the Owner and Engineer to be capable of performing the work in accordance with the Contract Documents.
- 23. NOTICE TO PROCEED: The Notice to Proceed will be issued within 10 days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the 10-day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.
- 24. ESTIMATED QUANTITIES: Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the Drawings and Specifications, including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.
- 25. EASEMENTS: There are no anticipated easements required for this project. If an easement is required, the Owner will obtain it. Entry onto other private property by Contractor shall be made by separate agreement with the property owner. No additional compensation will be allowed for such agreements.

26. WORK IN STATE RIGHTS-OF-WAY: The Owner will obtain the necessary permits for construction across State Highway rights-of-way. The Contractor shall abide by all rules, regulations, and requirements of these agencies in regard to construction under this contract, including the giving of notices, provisions for inspections, and employment of such methods of construction as may be required. Wherever these Specifications may be in conflict with the regulations or requirements of these agencies, such regulations shall govern and these Specifications shall be modified to such extent as necessary to conform to the said rules, regulations, and requirements. Wherever additional costs are incurred due to requirements of these agencies, such additional periods of maintenance, special features of construction, etc., all such costs shall be included in the prices Bid. No additional compensation will be allowed for such costs after award of the Contract.

27. RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK: The work comprises approximately the quantities shown in the Bid form, which will be used as a basis for comparison of Bids and not for final estimate. The Owner does not, by expression or by implication, agree that the actual amount of work shall correspond with the estimated quantities.

The Owner reserves the right to increase or decrease the amount of work under the Contract to the extent of 25% of the work contemplated, at the unit prices quoted in the Bid.

28. MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM

- A. This Project is covered under the City of Charleston's Minority Business Enterprise (MBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.
- B. MBE Goals: The City has established goals for both Minority Business Enterprise (MBE) and Women Business Enterprise (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own a minimum of fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify. The goals for this contract are a combined 20% for minority and women-owned business enterprise participation. These goals will be applied to the overall contract.
- C. Certification of Eligibility of MBE/WBE: All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's MBE office. Questions regarding certification requirements shall be addressed to the City's Minority Business Enterprise Office. A list of certified minority and women owned firms can be found on the City of Charleston's web site www.charleston-sc.gov using the Services link and then the Minority and Women Owned Business Development link.
- D. Bidder's MBE/WBE Participation: All bidders must document the extent of their MBE participation by completing the MBE Compliance Provision Forms. Bidders must also complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required, the Procurement Office shall deem the bid non-responsive and will be ineligible for award of the Contract.
- E. The contractor shall perform the contract in accordance with the representations made in the Minority/Women-Owned/Disadvantaged Business Enterprise Compliance Provisions (Affidavit A) and the Work to be Performed by Minority Firms (Affidavit B) submitted as part of the bid proposal.

29. FORM OF BID: All Bids must be submitted on the blank Bid form provided therefore and must state the total price for which the Bidder will complete the work in accordance with the terms of the Contract Documents. All blank spaces must be filled in and there shall be no interlineation, alterations, or erasures.

Drainage Outfall Improvement Project – Sandcroft Drive

The Bid must be signed manually in ink by a principal or an officer duly authorized to make contracts. The Bidder's legal name must be fully stated and the name and title of the person signing must be typed below his signature.

30. SUBMITTING BIDS: Each Bid must be submitted on the prescribed Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid must be fully completed and executed when submitted. Only one copy of the Bid form is required.

Bidders are cautioned that it is the responsibility of each individual Bidder to assure that his Bid is in the possession of the responsible official or his designated alternate prior to the stated time and at the stated place of the Bid opening. Owner is not responsible for Bids delayed by mail and/or delivery services of any nature.

Each Bid must be submitted in an opaque sealed envelope, plainly marked on the outside addressed and delivered as shown below. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner in the following format and at the following address:

Drainage Outfall Improvement Project – Sandcroft Drive

Upper Left Hand Corner:

Bidder's Name

Bidder's Address

To:

City of Charleston

Department of Stormwater Management

2 George Street, Suite 2100

Charleston, SC 29401

Attention:

Mr. Matthew Fountain, P.E. & P.G.

Director

Lower Left Hand Corner:

Bid for Construction of:

DRAINAGE OUTFALL IMPROVEMENT PROJECT – SANDCROFT DRIVE

South Carolina General Contractor's License No.

CLG. 118911 GC

Classification

BD5 WL5 GD5 MR5

Expiration Date

10/31/2026

City of Charleston Business License No.

BL032672-05-2023

SECTION 01140

BID

TO: City of Charleston (hereinafter called "Owner")
2 George Street, Suite 2100
Charleston, SC 29401

FROM: ES Integrated
1129 Meeting Street Rd
Charleston, South Carolina 29405
Phone 843-722-0062 Email Michael@es-integrated.com

of the City of Charleston, County of Charleston
and State of South Carolina, hereinafter called "Bidder."

PROJECT: DRAINAGE OUTFALL IMPROVEMENT PROJECT – SANDCROFT DRIVE

The Bidder, in compliance with your Advertisement for Bids for the construction of above referenced project, having examined the Drawings and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labors, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The Bidder declares that he has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, and the difficulties attendant upon its execution, and that he has carefully read and examined the Drawings, the annexed proposed Agreement, and the Specifications and other Contract Documents therein referred to, and knows and understands the terms and provisions thereof.

Bidder understands that information relative to existing structures, apparent and latent conditions, and natural phenomena, as furnished to him on the Drawings, in the Contract Documents, or by the Owner or the Engineer, carries no guarantee expressed or implied as to its completeness or accuracy, and he has made due allowance therefore.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Bidder hereby agrees to commence work under this contract within 15 days of receipt of the Notice to Proceed and to fully complete the project within 45 consecutive calendar days thereafter.

Bidder also agrees to pay \$500/day as liquidated damages for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Drainage Outfall Improvement Project – Sandcroft Drive

ADDENDA: Bidder acknowledges receipt of the following Addenda:

Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	<u>Mobilization (Max. 5% of Total Bid)</u>	1	LS	<u>\$8,170.00</u>	<u>\$8,170.00</u>
2.	<u>Traffic Control</u>	1	LS	<u>\$3,942.50</u>	<u>\$3,942.50</u>
3.	<u>Hydroexcavate Outfall Channel</u>	183	LF	<u>\$720.28</u>	<u>\$131,811.24</u>
4.	<u>Dewatering</u>	1	LS	<u>\$0.00</u>	<u>\$0.00</u>
5.	<u>4' Wide Matting</u>	183	LF	<u>\$472.24</u>	<u>\$86,444.92</u>
6.	<u>Survey and Asbuilt Drawing</u>	1	LS	<u>\$10,830.00</u>	<u>\$10,830.00</u>
				Total Bid Price <u>\$163,398.66</u>	

Additional work shall be paid in accordance with these unit prices.

The above unit prices shall include all labor, materials, dewatering, shoring, removal, overhead, profit, insurance, taxes, fees, etc., necessary to complete the proposed improvements shown and described in the Contract Documents.

LUMP SUM BID

The lump sum price shall include all costs for proposed improvements and associated work in accordance with the Contract Documents. The lump sum bid for construction of the improvements is:

One hundred sixty-three thousand, three hundred ninety-eight and 66/100 (Dollars) (\$ 163,398.66).

Bidder understands that the Owner reserves the right to reject any and all bids and to waive any informalities in the bidding. The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closed time for receiving bids.

Upon receipt of written notice of the award of this Bid, Bidder will execute the formal Agreement within 10 days, and deliver Surety Bonds as required by the General Conditions. The bid security attached in the sum of Eight thousand five hundred ninety-nine and 97/100

Drainage Outfall Improvement Project – Sandcroft Drive

(\$ 8,599.97) is to become the property of the Owner in the event the Agreement and Bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

The undersigned declares that his firm is (delete those not applicable):

A corporation organized and existing under the laws of the State of South Carolina

A partnership consisting of N/A

The undersigned declares that the person signing this proposal is fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof.

It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

Respectfully Submitted:

(SEAL – if bid is by a

Corporation)

ES Integrated
(Contractor)

By: [Signature]
(Signature)

Michael Costa
(Name)

Chief Operating Officer
(Title)

1629 Meeting Street Road
(Address)

Charleston, SC 29405

SC General Contractor's License No. CLG-118911

Initial the following items to indicate compliance with specifications:

m The Contractor has complied with the Owner's MBE Program and has completed and included Affidavits A and B or C.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of SC)

County of Charleston)

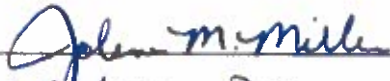
Michael Costa, being first duly sworn, deposes and says that:

1. He is COO of ES Integrated the Bidder that has submitted the attached Bid:
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:
3. Such Bid is genuine and is not a collusive or sham Bid:
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Charleston or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed) 

COO
(Title)

Subscribed and sworn to before me this 1st day of July, 2025


Controller/Notary Public (title)

My commission expires May 18, 2030

JOLENE M. MILLER
Notary Public-State of South Carolina
My Commission Expires
May 18, 2030

City of Charleston
Minority/Women-Owned Business Enterprise (MWBE)
Compliance Provisions

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit the form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

APPLICATION:

Charleston City Council has adopted a policy setting 20% as the guidelines for combined women-owned and minority-owned business enterprise participation for this project.

Definitions:

MBE is defined as a small business owned and controlled by minorities.

WBE is defined as a small business owned and controlled by women.

This means that fifty-one percent (51%) of the business must be owned by minorities or women and that they must control the management and daily operations of the business.

The guidelines for participation in City of Charleston's contracts for services, including construction, are hereby made a part of any contract resulting from this solicitation. These requirements shall apply to all contracts and resulting subcontracts issued by contractors. A list of certified minority-owned and women-owned business enterprises can be found on the City of Charleston's website www.charleston-sc.gov; or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston, SC 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Offeror shall provide, with the submittal, the following Affidavits properly executed which signify that the Offeror understands and agrees to the incorporated contract provisions:

☐ Affidavit A - Listing of the Good Faith Effort & Identification of Minority and Women-owned Business Participation as certification that efforts were made to use MWBE businesses on this project,

AND

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

OR

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

2. All affidavits supplied by the Offeror shall become a part of the agreement between the Contractor and the City of Charleston for performance of this contract. Failure to comply with any of these statements, certifications, or intentions stated in the Affidavits, or with the MBE/WBE provisions shall constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition, any breach may result in the bidder being prohibited from participation in future construction bids as determined by the City of Charleston.

The Contractor shall provide an itemized statement of payments to each MBE AND WBE subcontractor before final payment is processed.

Name of Company: ES Integrated - WBE

[Signature] Michael Costa
Signature Print Name

COO 7/1/2025
Title Date

Attest: [Signature]

Drainage Outfall Improvement Project – Sandcroft Drive
AFFIDAVIT C

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

Affidavit of ES Integrated
(Name of Offeror)

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

Drainage Outfall Improvement Project - Sandcroft Drive
(Name of Project)

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

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

The undersigned hereby certifies that he/she has read this certification and is authorized to bind the Offeror to the commitments contained herein. We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct and complete.

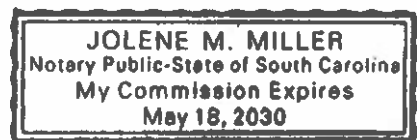
Date: 7/1/25 Name of Authorized Officer (Print/Type): Michael Costa

Signature: [Signature]

Title: Chief Operating Officer

Sworn to before me this 1st day of July, 2025
Notary Public for the State of South Carolina
My Commission Expires: May 18, 2030
Print Name: Jolene M. Miller
Phone Number: 425-314-6492
Address: 246 Mayfield Dr
Goose Creek, SC 29445

Notary Seal:



(End of Section 01140)

MWBE Compliance Provisions

Women/Minority Business Enterprise Forms

Charleston City Council has adopted a policy setting a combined 20% as the guidelines for minority and women-owned business enterprise participation for this project.

The guidelines for participation in City of Charleston's contracts for services, including construction, are hereby made part of any contracting resulting from this solicitation. These requirements shall apply to all contracts and resulting subcontracts issued by contractors. A list of certified minority and women-owned firms can be found on the City of Charleston's website www.charleston-sc.gov using the Services link and then the Minority and Women Owned Business Development link; or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston, SC 29401, (843) 724-7434, jordanr@charleston-sc.gov.

The compliance documents are located in the Bid Package. These documents must be completed and returned with your bid response. Failure to do so may cause your bid/proposal response to be deemed non-responsive.



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

EnviroSMART Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: May 16, 2017
Expiration Date: May 31, 2026
WBENC National Certification Number: WBE1700930

WBENC National WBE Certification was processed and validated by Greater
Women's Business Council, a WBENC Regional Partner Organization.

Authorized by Roz Lewis, President & CEO
Women's Business Center



NAICS: 561210, 236210, 236220, 237110, 237310, 237990, 238390, 238910, 238990, 541620, 562112, 562211, 562910, 562998
UNSPSC: 77111600





DRAINAGE OUTFALL IMPROVEMENT PROJECT
SANDCROFT DRIVE

Sealed Bid Enclosed

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

Attn: Mr. Matthew Fountain PE, PG
Director

Submitted by: **ES Integrated**
SC General Contractor's License No: **G118911**
Classification: **BD5, WL5, GD5, MR5**
Expiration Date: **10/31/2025**





July 1, 2025

City of Charleston
Department of Stormwater Management, Engineering Division
2 George Street, Suite 2100
Charleston, South Carolina 29401

Attn: Mr. Matthew Fountain PE, PG

Subject: Drainage Outfall Improvement Project
Sandcroft Drive

Dear Mr. Fountain,

EnviroSmart Inc. dba ES Integrated appreciates the opportunity to submit this proposal for the Sandcroft Drive Drainage Outfall Improvement project located in Charleston, South Carolina. The scope of work includes hydro-excavation of 183 linear feet of open channel at the Sandcroft Drive drainage outfall, including necessary matting and dewatering, in order to establish the channel back to meet the design specifications.

ES Integrated is a certified Woman-Owned Small Business and licensed General Contractor based in Charleston, South Carolina. We solve operational facility challenges with a focus on Environmental, Industrial, and Construction Services to clients across the United States.

The enclosed proposal includes the submittal forms/attachments, required licenses and certifications, pricing schedule, and other required information to be considered a responsive bidder.

Please do not hesitate to contact me at 843-722-0062 if you have any questions or need additional information.

Sincerely,

Michael Costa
Chief Operating Officer

Integrated Services Overview

ES Integrated measures success through the Safety, Quality, and Value we provide to our customers, on every job and at all times. Excellence in all three of these areas of performance must be met in order for ES Integrated to consider the effort a success. Our integrated Environmental, Construction, and Industrial service capabilities provides a partnership proposition that is unique in our industry. A single point of contact (account manager) will be assigned to manage all of the service requirements and only personnel properly trained/familiar to City of Charleston operational procedures will be deployed for work.

Environmental Services:

- Remediation & Restoration
- Waste Management - Transportation & Disposal
- Landfill Cap Construction & Maintenance
- Pond Maintenance and Cleaning
- Wetland Restoration & Mitigation
- Groundwater System Installation & Monitoring
- Facility Decontamination and Demolition
- Stabilization/Solidification
- Emergency Response
- Licensed Hazardous Waste Hauler

Industrial Services:

- Wet and Dry Vacuuming
- Specialized 10k, 20k, and 40k with tooling
- Tube Sheet Cleaning
- Sludge Solidification
- Low and High-Pressure Water Blasting
- Video Pipe Inspection
- Emergency Spill Response and Cleanup
- Industrial Tank Cleaning
- Hydro-excavation
- High Pressure Water Cutting of Metals
- Chemical Cleaning

Safety Services:

- Confined Space Rescue
- Safety and EMS Personnel
- Safety/Compliance Training: OSHA, DOT, RCRA, MSHA
- HASP Development
- Facility Audits
- Fit Testing

Construction Services:

- General Construction
- Facility Maintenance & Repair
- Storm Water System & Control Installation
- Mechanical Construction
- Mass Excavation and Grading
- Process Piping
- Utility Installation – Sewer, Water

ORGANIZATIONAL INFORMATION			
Company Name:	ES Integrated	Office Address:	1629 Meeting Street Road Charleston, SC 29405 843-722-0062
Annual Revenue History:	\$38.5MM (2023) \$48.5MM (2024)	Bonding:	\$50MM Aggregate \$20MM Single
Small Business Status:	Woman Owned Small Business	Number of Employees:	215
DUNS:	147346212	CAGE:	4PUJ4
PRINCIPLE CONTACTS			
Corporate Officers:	Michelle Lynch CEO		Michael Costa COO
Phone:	(843) 722-0062		(843) 722-0062
Phone:	(843) 722-0082		(843) 722-0082
Email:	Michelle.lynch@es-integrated.com		Michael.costa@es-integrated.com



South Carolina Department of Labor, Licensing and Regulation
Contractors Licensing Board

CERTIFIES THAT:
ENVIROSMART INC

IS AUTHORIZED TO PRACTICE
GENERAL CONTRACTOR
BDS WL5 GD5 MRS

LICENSE NO.
CLG.118911 GC

EXPIRATION DATE: 10/31/2026

To verify current license status, go to <http://www.llr.state.sc.us/lookup/lookupMain.aspx>



City of Charleston, South Carolina

BUSINESS LICENSE

A LICENSE IS HEREBY GRANTED TO:

Envirosmart Inc
DBA: Envirosmart Inc
1930 US Hwy 52
Moncks Corner, SC 29461

DATE OF ISSUE		
MO	DAY	YEAR
4	25	2025

--- CLASS ---
4 - 812990

2026

LICENSE # BL032672-05-2023

THIS LICENSE IS ISSUED ON THE PETITION OF THE APPLICANT, WHO ASSUMES ALL RESPONSIBILITY OF COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. THE CITY WILL MAKE NO REFUND IF SUCH LAWS PREVENT OR RESTRICT THE TRADE, BUSINESS, OR PROFESSION HEREIN LICENSED.

THIS LICENSE MUST BE PLACED IN THE FRONT WINDOW, OR, IF THERE BE NO SUCH WINDOW, THEN IN A CONSPICUOUS PART OF THE BUSINESS PLACE.

Amy K. Wharton

CHIEF FINANCIAL OFFICER
CHARLESTON, SOUTH CAROLINA



City of Charleston
2 George St.
Charleston, SC 29401
Phone: (843) 724-3711

Business License Receipt

DATE	04/25/2025
INVOICE #	00367277

ACCOUNT:

Envirosmart Inc
DBA: Envirosmart Inc
PO BOX 20666
CHARLESTON, SC 29413
Class: 4
NAICS: 812990

LICENSE # BL032672-05-2023

Date	Status	Payment	Amount
04/25/2025	Paid In Full	Check	\$12,292.00

Total Paid \$12,292.00

DS AUTH 26
COLUMBIA SC



US POSTAGE
ZIP 29401 \$ 000.00
02 4YT
0000381351 MAY 14

City of Charleston
Revenue Collections
P.O. Box 22009
Charleston, SC 29413-2009

PRRT FCL 5-15-25

BUSINESS LICENSE

Envirosmart Inc
DBA: Envirosmart Inc
PO BOX 20666
CHARLESTON, SC 29413

ACORD_{TM}

Client#: 1768364

ENVIROSMA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2024

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

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

PRODUCER USI Insurance Services, LLC 235 Magrath Darby Blvd Ste 325 Mount Pleasant, SC 29464 843 573-2600	CONTACT NAME: Rett Dotterer PHONE (AC, No, Ext): 843 573-2600 E-MAIL: rett.dotterer@usi.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Nautilus Insurance Company INSURER B : PinnaclePoint Insurance Company INSURER C : Great Divide Insurance Company INSURER D : INSURER E : INSURER F :	FAX (AC No): NAIC # 17370 15137 25224
INSURED EnviroSmart, Inc .dba ES Integrated 1629 Meeting Street Rd Charleston, SC 29405		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> B/VPD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	X	ECP202797316	01/01/2025	01/01/2026 EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BAP203084715	01/01/2025	01/01/2026 COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	X	X	FFX202797416	01/01/2025	01/01/2026 EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WCP7008958	11/01/2024	11/01/2025 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pro Liability	X	X	ECP202797316	01/01/2025	01/01/2026 Each Claim \$3,000,000
A	Pollution	X	X	ECP202797316	01/01/2025	01/01/2026 Each Occur \$3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Charleston Department of
Stormwater Management
2 George St, Suite 2100
Charleston, SC 29401

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

AUTHORIZED REPRESENTATIVE

Paula B. Bulman

SECTION 01142

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto _____, as OWNER, in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20__.

The Condition of the above obligation is such that whereas the Principal has submitted to _____ a certain BID, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

DRAINAGE OUTFALL IMPROVEMENT PROJECT – SANDCROFT DRIVE

NOW, THEREFORE,

1. If the said BID shall be rejected, or in the alternate,
2. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By: _____

SEAL

IMPORTANT: Surety companies executing a BOND must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

(End of Section 01142)

ES Integrated
Environment, Inc
1629 Meeting Street Rd
Charleston, SC 29405

SOUTHERN FIRST
PO BOX 17463
GREENVILLE, SC 29606
67-801
532

Date	Check No
05/28/25	028908

PAY **EIGHT THOUSAND FIVE HUNDRED NINETY-NINE AND 97 / 100 DOLLARS

\$ 8,599.97

TO THE
ORDER
OF
CITY OF CHARLESTON, STORM WATER
DEPT OF STORMWATER MGMT
2 GEORGE ST STE 2100
CHARLESTON, SC 29401

[Signature]

⑈028908⑈ ⑆05320801⑆ 71043⑈

SECTION 01210 AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between THE CITY OF CHARLESTON,

acting herein through its _____ Mayor _____
(Title of Authorized Official)

hereinafter call "OWNER" and _____ ES Integrated _____
(Name of Contractor)

doing business as _____ a Corporation _____,
(an Individual), (a Partnership), or (a Corporation)

of the City of _____ Charleston _____, County of _____ Charleston _____, and

State of _____ South Carolina _____, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

DRAINAGE OUTFALL IMPROVEMENT PROJECT – SANDCROFT DRIVE

hereinafter called the PROJECT.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 15 calendar days after the date of the NOTICE TO PROCEED and will fully complete the PROJECT within 45 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of

One Hundred Sixty-Three Thousand, Three Hundred Ninety-Eight Dollars and Sixty-Six Cents (\$163,398.66)

or as shown in the Bid Schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following, all of which are incorporated into this Agreement whether or not attached to this Agreement. Prior to signing this Agreement, CONTRACTOR has received a copy of each of these CONTRACT DOCUMENTS.

5.1 Advertisement for Bids

5.2 Information for Bidders

5.3 Bid

5.4 Bid Bond

5.5 Agreement

~~5.6 Performance Bond~~

~~5.7 Payment Bond~~

5.8 Certificate of Owners Attorney

5.9 Notice of Apparent Low Bidder

5.10 Notice of Intent to Award

5.11 Change Orders

5.12 Notice to Proceed

5.13 General Conditions

5.14 Supplemental Conditions, along with any Additional Information that CONTRACTOR has received prior to signing this Agreement, including the following as listed in paragraph 30 of the Supplemental Conditions, Section 01232:

- a. Drawings
- b. Technical Specifications
- c. Permits
- d. Reports

5.15 Addenda

No. N/A Dated _____

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

6. The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions and such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Drainage Outfall Improvement Project – Sandcroft Drive

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in six counterparts, each of which shall be deemed an original, in the year and day first above written.

(OWNER)

By: _____

(SEAL)

(Title of Authorized Official)

ATTEST:

(Witness 1)

(Witness 2)

ES Integrated
(CONTRACTOR)

By: Michael Costa

Coo
(Title)

1629 Meeting Street Rd.
Charleston, SC 29405
(Address)


(SEAL)

ATTEST:

Sandra Yan
(Witness 1)

John Miller
(Witness 2)

(End of Section 01210)

SECTION 01218

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the
duly authorized and acting legal representative of _____

do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

(Signed)

Date: _____

(End of Section 01218)

Drainage Outfall Improvement Project – Sandcroft Drive

NOTICE OF APPARENT LOW BID

TO: ES Integrated
1629 Meeting Street Rd
Charleston, SC 29405

PROJECT DESCRIPTION DRAINAGE OUTFALL IMPROVEMENT PROJECT – SANDCROFT DRIVE

The OWNER has considered the BID submitted by you on July 1, 2025, for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been determined to be the apparent low bid for items in the amount of \$ 163,398.66.

You are required by the Information for Bidders to execute the Agreement and furnish the required proofs of City of Charleston business license, SC contractor's license, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said proofs of license and insurance within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out to the OWNER'S acceptance of your BID as abandoned and as forfeiture of your certified check in lieu of a Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF APPARENT LOW BID to the OWNER

Dated this 3rd day of July, 2025

City of Charleston

By: 
Matthew Fountain, P.E. & P.G.

Title: Director of Stormwater Management

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF APPARENT LOW BID is hereby

acknowledged

This the 7th day of July, 2025

By Michael Costa

Title COO

NOTICE OF INTENT TO AWARD

TO: _____

PROJECT DESCRIPTION: DRAINAGE OUTFALL IMPROVEMENT PROJECT – SANDCROFT DRIVE

The OWNER has considered the BID submitted by you on _____, 20____, for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to furnish the required CONTRACTOR'S Performance BOND and Payment BOND within ten (10) calendar days from the date of this Notice to you.

If you fail to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out to the OWNER'S acceptance of your BID as abandoned and as forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF INTENT TO AWARD to the OWNER.

Dated this _____ day of _____, 20____

City of Charleston

By: _____
Matthew Fountain, P.E. & P.G.

Title: Director of Stormwater Management

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF INTENT TO AWARD is hereby
acknowledged by

This the _____ day of _____, 20____

By

Title _____

**City of Charleston
Construction Change Order**

PROJECT: _____ Drainage Outfall Improvement Project – Sandcroft Drive
(NUMBER) (NAME)

CONTRACTOR: _____ **CHANGE ORDER NO.:** _____

1. Description of the Change Order:
(Reference any attachments by name and date)

2. Adjustments to the Contract Amount:

Original Contract Amount	\$	_____
Change by Previously Approved Change Orders	\$	_____
Contract Amount prior to this Change Order	\$	_____
Amount of this Change Order	\$	_____
New Contract Amount, including this Change Order	\$	_____

3. Adjustments in Contract Time:

Original Date for Substantial Completion	_____
Change in Days by Previously Approved Change Orders	_____ Days
Change in Days for this Change Order	_____ Days
New Date for Substantial Completion	_____

4. Amount of this Change Order performed by MBE..... \$ 0

Benjamin L. Smith, P.E.
Architect/ Engineer

Contractor

City of Charleston
Owner

2 George St, Suite 2100
Charleston, SC 29401
Address

Address

80 Broad St
Charleston, SC 29401
Address

Signature

Signature

Signature

By: _____

By: _____

By: William S. Cogswell, Jr.

Date: _____

Date: _____

Date: _____

NOTICE TO PROCEED

TO: _____

Date: _____

Project: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____, and you are to complete the WORK within **45 consecutive days** thereafter. The date of completion of all WORK is therefore _____.

City of Charleston
Owner

By _____
Matthew Fountain, P.E. & P.G.

Title Director of Stormwater Management

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by _____

this the _____ day of _____, 20____.

By _____

Title _____

SECTION 01230

GENERAL CONDITIONS

1. GENERAL

1.1 **THE CONTRACT DOCUMENTS:** The Contract Documents consist of those documents listed in Paragraph 5 of the Agreement.

1.2 **CORRELATION AND INTENT OF DOCUMENTS:** The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, supplies and materials, tools, machinery, equipment, transportation, maintenance of traffic, supervision, temporary construction of any nature, and all other services, facilities and means necessary for the proper execution and completion of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, and fully complete the work or improvement ready for use, occupancy, and operation by the Owner.

Any mention in the Specifications or indication on the Drawings of articles, materials, methods, or operations shall require the Contractor to furnish such item or service as if it was fully specified unless it is noted or specified as not in the contract. It is intended that all materials shall be new and best quality in every respect unless otherwise noted or specified. All workmanship, methods of assembly, and erection shall be first class in every respect.

1.3 **CONFLICT OR INCONSISTENCY:** If there is any conflict or inconsistency between the provisions of the Supplemental Conditions and the provisions of the other Contract Documents, the provisions of the Supplemental Conditions shall prevail. If there is any conflict or inconsistency between the provisions of the General Conditions and the provisions of any of the Contract Documents other than the Supplemental Conditions, the provisions of the General Conditions shall prevail.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In case of difference between small-scale and large-scale drawings, the large-scale drawings shall govern. Schedules on any contract drawing shall take precedence over conflicting information on that or any other contract drawing. On any of the drawings where a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out shall apply also to all other like portions of the work. Where the word *similar* occurs on the drawings, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk.

Should a conflict be discovered within the Contract Documents, the Contractor shall be deemed to have estimated the higher quality way of doing the Work unless he shall have asked for and obtained a decision in writing from the Engineer before entering into this Contract.

- 1.4 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS: The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

- 1.5 SPECIFICATION HEADINGS: For convenience of reference, these Specifications are divided into various Divisions, Sections, Subsections and Paragraphs. The titles of these headings shall not be taken as a correct nor complete segregation of the various types of material and labor or as an attempt to outline jurisdictional procedures. The headings shall not be deemed to limit or restrict the content, meaning or effect of such section, subsection, paragraph, provision, or part.

The organization of the Specifications into the various headings, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Each subcontract shall be dependent upon its own definite confines, regardless of Divisions of these Specifications. No responsibility, either direct or implied, is assumed by the Owner for omissions or duplications by the Contractor or by any of his subcontractors due to real or alleged errors in arrangement of matter in Contract Documents.

- 1.6 DRAWINGS AND SPECIFICATIONS FOR CONSTRUCTION PURPOSES: The Contractor has been furnished a complete set of Electronic Drawings and Specifications to be used during the course of construction. If more hardcopy sets are needed, the Contractor will be required to pay the actual cost of printing and handling.

- 1.7 DEFINITIONS: Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meanings:

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement, which modify or interpret the Contract Document, Drawings, and Specifications by additions, deletions, clarifications, or corrections. Such addenda will take precedent over the position of the general drawings and specifications concerned and will be considered as part of the Contract Documents.

AGREEMENT: The Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the bidding documents. The Agreement may be amended or modified by a Change Order.

BID: The written offer or proposal of the Bidder, submitted on the prescribed form, properly signed and guaranteed, to perform the work at the prices quoted by the Bidder.

Drainage Outfall Improvement Project – Sandcroft Drive

BID BOND: The security furnished by the Bidder with his proposal for the Project is guaranty he will enter into a contract for the work if his proposal is accepted.

BIDDER: Any individual, firm, or corporation or combination of same submitting a bid for the work contemplated, acting directly or through a duly authorized representative.

BONDS: Bid, Performance, and ~~Payment Bonds~~ and other instruments of security furnished by the Contractor and his Surety in accordance with the Contract Documents.

CALENDAR DAY: Every day shown on the calendar, Sundays and holidays included.

CHANGE ORDER: A written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

CONTRACT: The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, including the bidding documents. The Contract may be amended or modified by a Change Order.

CONTRACT DOCUMENTS: The Contract Documents consist of those documents listed in Paragraph 5 of the Agreement.

CONTRACT PRICE: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

CONTRACTOR: The individual, firm, or corporation with whom the Owner has executed the Agreement by which the Contractor is obligated directly, or through Subcontractors, to perform work in connection with the Project.

The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

CONTRACT TIME: The number of calendar days stated in the Contract Documents for the completion of the Work.

DRAWINGS: The part of the Contract Documents that show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.

EARTH: An excavated material or material to be excavated; all kinds of material other than rock.

ELEVATION: The figures given on the Drawings or in the other Contract Documents after the word *elevation* or abbreviation of it shall mean the distance in feet above the datum adopted by the Engineer.

Drainage Outfall Improvement Project – Sandcroft Drive

ENGINEER: The person, firm, or corporation named as such in the Contract Documents and duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly authorized representatives.

EQUIPMENT: All machinery, together with the necessary supplies for upkeep and maintenance, and all tools and apparatus necessary for the proper construction and acceptable completion of the work.

FIELD ORDER: A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

FURNISH: Furnish and install complete, in place, and ready for use.

INFORMATION FOR BIDDERS: The Notice to Contractors containing all necessary information as to provisions, requirements, date, place, and time of submitting bids.

LATEST EDITION: The current printed document issued eight weeks or more prior to date of receipt of bids.

MAINTENANCE OF TRAFFIC: All permits, manpower, equipment, and signage required to properly notify and direct the public around and through the work zone.

MATERIALS: Any substance specified for use in the construction of the Project and its appurtenances.

NET COST: The cost to the Contractor after application of all credits and discounts (excepting only cash discounts) and without the addition of any factor for burden, overhead, or indirect cost or profit.

NOTICE OF AWARD: The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

NOTICE TO PROCEED: Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

OPTIMUM MOISTURE CONTENT FOR COMPACTION: The moisture content of a soil calculated on the basis of dry weight of soil at which the soil can be compacted to the approximate maximum density under a specified standard method of compaction.

OWNER: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

~~**PAYMENT BOND:** The approved form of security furnished by the Contractor to guarantee the payment to all persons supplying labor and materials in the prosecution of the work in accordance with the terms of the Contract.~~

~~**PERFORMANCE BOND:** The approved form of security furnished by the Contractor to guarantee the completion of the work in accordance with the terms of the Contract.~~

Drainage Outfall Improvement Project – Sandcroft Drive

PRECONSTRUCTION CONFERENCE: A conference following award and prior to start of construction to be attended by a duly authorized representative of the Engineer and by the responsible officials of the Contractor and other affected parties.

PROJECT: The undertaking to be performed as provided in the Contract Document.

PROPOSAL: The written offer of the Bidder, submitted on the prescribed form, properly signed and guaranteed, to perform the work at the prices quoted by the Bidder.

PROPOSAL FORM: The approved form on which the Owner requires formal bids to be prepared and submitted for the work.

PROPOSAL GUARANTY: The security furnished by the Bidder with his proposal for a Project, as guaranty he will enter into a contract for the work if his proposal is accepted.

PROVIDE: Furnish and install complete, in place, and ready for use.

RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the Owner who is assigned to the Project site or any part thereof.

ROCK: An excavated material or material to be excavated; only boulders and pieces of concrete or masonry exceeding 1/2 cu. yd. in volume, or solid ledge rock which, in the opinion of the Engineer, requires, for its removal, drilling and blasting, wedging, sledging, barring, or breaking up with a power-operated tool. No soft or disintegrated rock which can be removed with hand pick or power-operated excavator or shovel, no loose shaken, or previously blasted rock or broken stone in rock fillings or elsewhere, and no rock exterior to the maximum limits of measurement allowed, which may fall into the excavation will be classified as rock.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules, and other data prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

SPECIALIST: An individual or firm of established reputation which is regularly engaged in, and which maintains a regular force of workmen skilled in either manufacturing or fabricating items required by the contract, installing items required by the contract, or otherwise performing work required by the contract. Where the contract specifications require installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform the work under the manufacturer's direct supervision.

SPECIFICATIONS: A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.

STRUCTURES: Bridges, culverts, catch basins, drop inlets, manholes, retaining walls, cribbing, endwalls, buildings, sewers, service pipes, underdrains, foundation

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drains, and other miscellaneous items which may be encountered in the work, and which are not otherwise classified herein.

SUBBASE: The layer or layers of specified or selected material of designated thickness or rate of application placed on a subgrade to comprise a component of the pavement structure to support the base course, pavement, or subsequent layer of the construction.

SUBCONTRACTOR: An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

SUB-SUBCONTRACTOR: An individual, firm, or corporation having a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

SUBGRADE: The top surface of a roadbed upon which the pavement structure and shoulders are constructed.

SUBSTANTIAL COMPLETION: That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

SUPPLEMENTAL CONDITIONS: Conditions of the Contract other than the General Conditions.

SUPERINTENDENT: The Contractor's authorized representative in responsible charge of the work.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SURETY: The corporation, partnership, or individual bound with and for the Contractor for the full and complete performance of the contract, and for the payment of all debt pertaining to the work.

TITLES (OR HEADINGS): The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

TRENCH PROTECTION: The falsework required to maintain the side walls of excavation from cave-ins, sloughing, or otherwise moving during excavation or while work in the trench is in progress. The protection must meet all OSHA safety standards.

WORK: All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

WRITTEN NOTICE: Any notice to any part of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

- 1.8 **ADDITIONAL DEFINITIONS:** Wherever in the Specifications or on the Drawings, the words *as designated, as detailed, as directed, as ordered, as permitted, as prescribed, as provided, as requested, as required*, or words of like import are used, it shall be understood that the designation, detail, direction, order, permission, prescribed, provision, request, or requirement of the Engineer is intended.

Similarly, the words *approved, acceptable, satisfactory*, and words of like import shall mean approved by, acceptable to, or satisfactory to the Engineer.

- 1.9 **ABBREVIATIONS:** Where any other following abbreviations are used in the Specifications, they shall have the meaning set forth opposite each.

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturers Association
AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
AATC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AED	American Equipment Dealers
AFBMA	Anti-Friction Bearing Manufacturers Association, Inc.
AFI	American Filter Institute
AGA	American Gas Association
AGC	Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AHAM	Association of Home Appliance Manufacturers
AHDGA	American Hot Dip Galvanizers Association
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ALS	American Lumber Standards
AMA	Acoustical Materials Association
AMCA	Air Moving and Conditioning Association
ANS	American Nuclear Society
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ARA	American Railway Association
AREA	American Railway Engineering Association
ARI	Air Conditioning and Refrigeration Institute
ASA	Acoustical Society of America
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects

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ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASQC	American Society for Quality Control
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AVATI	Asphalt and Vinyl Asbestos Tile Institute
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers' Association
AWPI	American Wood Preservers' Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
CABRA	Copper and Brass Research Association
CDA	Copper Development Association
CEMA	Conveyor Equipment Manufacturers Association
CGA	Compressed Gas Association
CPW	Commissioner of Public Works
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards, US Department of Commerce
CSI	Construction Specification Institute
CWS	Charleston Water System
DCDMA	Diamond Core Drill Manufacturers Association
EIA	Electronic Industries Association
FCI	Fluid Controls Institute
FGJA	Flat Glass Jobbers Association
FIA	Factory Insurance Association
FM	Factory Mutual
FMEC	Factory Mutual Engineering Corporation
FS	Federal Specification
FSPT	Federation of Societies for Paint Technology
FSS	Federal Specifications, General Services Administration
FHWA	Federal Highway Administration
GA	Gypsum Association
IBI	Insulation Board Institute
IBR	Institute of Boiler and Radiator Manufacturers
IEEE	Institute of Electric and Electronics Engineers
IES	Illuminating Engineering Society
ILIA	Indiana Limestone Institute of America, Inc.
IME	Institute of Makers of Explosives
IP	Institute of Petroleum (London)
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
LIA	Lead Industries Association
MBMA	Metal Building Manufacturers Association
MIA	Marble Institute of America
MLA	Metal Lath Association
MLMA	Metal Lath Manufacturers Association
MPTA	Mechanical Power Transmission Association
MRIS	Maritime Research Information Service
MS	Military Specification

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MSTD	Military Standard
NAAMM	National Association of Architectural Metal Manufacturers
NAFM	National Association of Fan Manufacturers
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards
NCCLS	National Committee for Clinical Laboratory Standards
NCMA	National Concrete Masonry Association
NEC	National Electrical Code
NECA	National Electrical Contractors Association, Inc.
NEMA	National Electrical Manufacturers Association
NFC	National Fire Code
NFPA	National Fire Protection Association
NHLA	National Hardware Lumber Association
NLA	National Lime Association
NLGI	National Lubricating Grease Institute
NLMA	National Lumber Manufacturers Association
NMA	National Microfilm Association
NMWIA	National Mineral Wool Insulation Association
NPC	National Plumbing Code
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	National Sanitation Foundation
NTMA	The National Terrazzo and Mosaic Association
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PDCA	Painting and Decorating Council of America
PEI	Porcelain Enamel Institute
PI	Perlite Institute
RIS	Redwood Inspection Service
RMA	Rubber Manufacturers Association
RTI	Resilient Tile Institute
RWMA	Resistance Welder Manufacturers Association
SAE	Society of Automotive Engineers
SAMA	Scientific Apparatus Makers Association
SBI	Steel Boiler Institute
SCDOT	South Carolina Department of Transportation
SCSPA	South Carolina State Ports Authority
SCPA	South Carolina Ports Authority
SCPI	Structural Clay Products Institute
SDI	Steel Deck Institute
SIS	Swedish Standards Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPIB	Southern Pine Inspection Bureau
SPR	Simplified Practice Recommendation, US Department of Commerce
SSBC	Southern Standard Building Code
SSGC	Southern Standard Gas Code
SSPC	Steel Structures Painting Council
TAPPI	Technical Association of the Pulp and Paper Industry
TCA	Tile Council of America

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TRB	Transportation Research Board
UL	Underwriters' Laboratories, Inc.
WWPA	Western Wood Products Association

2. OWNER'S RIGHTS AND RESPONSIBILITIES

- 2.1 CHANGES IN THE WORK: The Owner, without invalidating the Contract, may make changes in the Work and in the Drawings and Specifications therefore by making alterations therein, additions thereto, or omissions there from. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefore as provided in Subsection 7.12 entitled *PAYMENT FOR EXTRA WORK*.

Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Engineer authorizing the change, and no claim for additional compensation shall be valid unless the change is so ordered.

The Contractor agrees that he shall neither have nor assert any claim for, or be entitled to, any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

- 2.2 PROJECT ENGINEER: The consultant for this project is: City of Charleston, Benjie Smith (843) 720-2715 or smithb@charleston-sc.gov.

- 2.3 ENGINEER'S AUTHORITY: The Engineer will be the Owner's representative during the construction period and he will observe the work in progress on behalf of the Owner. The Engineer will have the authority to act on behalf of the Owner in the following matters consistent with Owner's rights and obligations as set forth in these Contract Documents:

- 2.3.1 Interpretation of Contract Documents.
- 2.3.2 Approval of samples and shop drawings.
- 2.3.3 Preparation of supplementary details and instructions.
- 2.3.4 Inspection and approval of construction work.
- 2.3.5 Preliminary approval of progress payment applications.

Any instructions the Engineer may issue the Contractor shall be adjudged an interpretation of the Contract requirements and not an act of supervision. The Engineer has no authority, nor accepts any responsibility, either direct or implied, to direct and superintend the construction operations.

The Contractor shall proceed without delay to perform the work as directed, instructed, determined, or decided by the Engineer and shall comply promptly with such directions, instructions, determinations, or decisions. If the Contractor has any objection thereto, he may require that any such direction, instruction, determination, or decision be put in writing and within 10 days after receipt of any such writing, he may file a written protest with the Owner stating clearly and in detail his objections, the reasons therefore, and the nature and amount of additional compensation, if any, to which he claims he will be entitled thereby. A

copy of such protest shall be filed with the Engineer at the same time it is filed with the Owner. Unless the Contractor files such written protest with the Owner and Engineer within such 10 day period, he shall be deemed to have waived all grounds for protest of such direction, instruction, determination, or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instructions, determination, or decision as being fair, reasonable, and finally determinative of his obligations and rights under the Contract.

- 2.4 **LIABILITY OF OWNER:** No person, firm, or corporation, other than the Contractor, who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the Owner or any agent of the Owner and neither the Owner nor any agent of the Owner shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Owner and of every agent of the Owner of and from any and all claims, demands, damages, and liabilities of, by, or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the work or for or on account of any act or neglect of the Owner or of any agent of the Owner or of any other person, arising out of, relating to, or by reason of the work, except the claim against the Owner for the unpaid balance, if any there be, of the amounts retained as herein provided.
- 2.5 **RIGHTS-OF-WAY AND SUSPENSION OF WORK:** The Owner shall furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the Work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay or to withdraw from the contract except by consent of the Owner; but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.
- 2.6 **SURVEYS, PERMITS, AND REGULATIONS:** The Owner will furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations, and cut sheets. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental Conditions. Encroachment permits, easements for permanent structures, and permits for permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Subsection 2.1 entitled *CHANGES IN THE WORK*.

- 2.7 **LINES, GRADES, AND MEASUREMENTS:** The Owner's Engineer will set sufficient base lines and elevations as shown on the Drawings for location of the Work. The Contractor shall employ a registered civil engineer, or land surveyor and shall require said Engineer to establish all lines, elevations, reference marks, batter boards, etc., needed by the Contractor during the progress of the work, and from time to time to verify such marks by instrument or other appropriate means.

The Owner's Engineer shall be permitted at all times to check the lines, elevations, reference marks, batter boards, etc., set by the Contractor, who shall correct any errors in lines, elevations, reference marks, batter boards, etc., disclosed by such check. Such check shall not be construed to be an approval of the Contractor's work and shall not relieve or diminish in any way the responsibility of the Contractor for the accurate and satisfactory construction and completion of the work.

The Contractor shall make, check and be responsible for all measurements and dimensions necessary for the proper construction of, and the prevention of misfittings in, the work.

- 2.8 **OWNER'S RIGHT OF AUDIT:** In case the Owner agrees that a Contractor is to perform work on a cost plus basis, the Owner is to have a full and complete right to audit and make copies of Contractor's or Subcontractor's records with respect to any payment the Owner may be requested to make for any work done on a cost plus basis.

- 2.9 **OWNER'S RIGHT TO SEPARATE CONTRACTS:** The Owner reserves the right to let other contracts in connection with the Work under similar General Conditions. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

The Owner may perform additional Work related to the Project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

- 2.10 **OWNER'S RIGHT TO DO WORK:** If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after three (3) days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If such expense

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shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner on demand.

The Engineer's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding, or restoring any damaged or defective work or equipment when performed by one other than the Contractor shall be binding and conclusive as to the amount thereof upon the Contractor.

- 2.11 OWNER'S RIGHT TO TERMINATE CONTRACT: If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver or trustee should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregard laws, ordinances, or the instructions of the Owner and his representatives, or otherwise be guilty of substantial violation of any provision of the Contract, then the Owner, may, without prejudice to any other right or remedy and after giving the Contractor, and his surety, if any, seven days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, as it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including compensation for additional engineering, managerial, and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.
- 2.12 SUSPENSION OF WORK, TERMINATION, AND DELAY: The Owner may suspend the Work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer, which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.
- 2.13 INSPECTIONS AND TESTING: If the Contract Documents, Owner's instructions, laws, ordinances, or any public authority having jurisdiction require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for observation by the Owner or inspection by another authority, and if the inspection is by another authority rather than the Owner, of the date fixed for such inspection. The required certificates of such inspection shall be secured by the Contractor. Observations by the Owner shall be promptly made, and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Owner, it must, if required by the Owner, be uncovered for examination, at the Contractor's expense.
- 2.14 INSPECTION OF WORK AWAY FROM THE SITE: If the work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Engineer of the place and time where such fabrication, manufacture, testing, or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

- 2.15 PIPE LOCATION: Exterior pipelines will be located substantially as indicated on the Drawings, but the right is reserved to the Owner acting through the Engineer, to make such modifications in location as may be found desirable to avoid interference with structures or for other reasons. Where fittings, etc. are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him from laying and jointing different or additional items where required.
- 2.16 PRIOR USE OR OCCUPANCY: The Owner reserves the right to use or occupy the Work or portion thereof, and to use equipment installed under the Contract, prior to final acceptance. Such use or occupancy will not constitute acceptance of the Work or any part thereof. Despite such use or occupancy, guarantee periods will not begin until the completion of all work under the Contract, unless agreement to the contrary is made in writing between the parties.
- 2.17 WEATHER CONDITIONS: In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect its work, such materials shall be removed and replaced at the expense of the Contractor.
- 2.18 OWNER'S RIGHT TO CLEAN UP: If a dispute arises between the separate contractors as to their responsibility for cleaning up, the Owner may clean up and charge the cost thereof to the Contractor as the Engineer shall determine to be just.

3. CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

- 3.1 ACCESS TO WORK: The Owner, the Engineer, and their officers, agents, servants, and employees plus representatives of the various participating Federal or State agencies may at any and all times and for any and all purposes, enter upon the work and site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefore.
- 3.2 ACCIDENT PREVENTION: In the performance of the contract the Contractor shall comply with the applicable provisions of the regulations issued by the Secretary of Labor pursuant to section 107 of the Contract Work Hours and Safety Standards Act entitled *Safety and Health Regulations for Construction* (29 CFR 1518, renumbered as Part 1926). Occupational Safety and Health Standards (29 CFR Part 1910) issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 are applicable to work performed by the contractor subject to the provisions of the Act.
- 3.3 STATED ALLOWANCES: The Contractor shall include in his proposal the cash allowances stated in the Bid Schedule. The Contractor shall purchase the *Allowed Materials* or Services as directed by the Engineer. If the actual price for purchasing the *Allowed Materials* or Services is more or less than the *Cash Allowance*, the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance, or any other incidental expenses.

- 3.4 **ARCHAEOLOGICAL RIGHTS:** There is a possibility that items of archaeological significance may be found during the excavation of the site. In such event, the Contractor shall stop excavation in the vicinity of the find and notify the Engineer immediately; subsequent excavation work shall proceed as directed by the Engineer. All items found which are considered to have archaeological significance are the property of the Owner.
- 3.5 **AS-BUILT DRAWINGS:** The Contractor shall designate one set of Drawings for *As-Built Drawings*. The Contractor shall indicate on these drawings all field changes affecting various mechanical, electrical, piping, and other items as well as locations as actually installed. The *As-Built Drawings* shall be kept current by the Contractor. The *As-Built Drawings* shall be delivered to the Engineer upon completion and acceptance of the work. Final payment for the work will not be made until the *As-Built Drawings* have been completed and delivered as indicated above.
- 3.6 **OBLIGATIONS OF CONTRACTOR:** The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, tools, machinery, equipment, transportation, supervision, temporary construction of any nature, and all other services, means, and facilities except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and in accordance with the Drawings and Specifications and in accordance with the direction of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.
- The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the Owner.
- The Contractor shall check all dimensions, elevations, quantities, and instructions shown on the Drawings or given in the Specifications and shall notify the Engineer should any discrepancy of any kind be found in the Drawings, Specifications, or conditions at the site. He will not be allowed to take advantage of any discrepancy, error, or omission in the Contract Documents. If any discrepancy is discovered, the Engineer will issue full instructions pertaining thereto, and the Contractor shall carry out these instructions as if originally specified.
- 3.7 **CLAIMS FOR ADDITIONAL COST:** If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor to the Owner before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with Subsection 3.28 entitled *PROTECTION OF WORK, PROPERTY, AND PERSONS IN AN EMERGENCY*. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.
- 3.8 **CLAIMS FOR DAMAGE:** If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such

damages are alleged to have been sustained, whichever date is the earlier, file with the Engineer a written, itemized statement in triplicate of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid, and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Engineer shall file with the Owner one copy of the statement together with his recommendations for action by the Owner.

The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination, or decision of the Engineer, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the last paragraph of Subsection 2.a entitled *ENGINEER'S AUTHORITY*, including, but not limited to, the filing of written protest in the manner and within the time therein provided.

- 3.9 CUTTING AND PATCHING: The Contractor shall leave all chases or openings for the installation of his own or any other contractor's or subcontractor's work, or shall cut the same in existing work, and shall see that all sleeves or forms are at the work and properly set in ample time to prevent delays. He shall see that all such chases, openings, and sleeves are located accurately and are of proper size and shape and shall consult with the Engineer and the contractors and subcontractors concerned in reference to this work.

In case of his failure to leave or cut all such openings or have all such sleeves provided and set in proper time, he shall cut them or set them afterwards at his own expense, but in so doing he shall confine the cutting to the smallest extent possible consistent with the work to be done. In no case shall piers or structural members be cut without the written consent and approval of the Engineer.

The Contractor shall carefully fit around, close up, repair, patch, and point around the work specified herein to the satisfaction of the Engineer.

All of this work shall be done by careful workmen competent to do such work and with the proper small hand tools. Power tools shall not be used except where, in the opinion of the Engineer, the type of tool proposed can be used without damage to any work or structure and without inconvenience or interference with the operation of any facility. The Engineer's approval of the type of tool shall not in any way relieve or diminish the responsibility of the Contractor for such damage, inconvenience or interference resulting from the use of such tools.

The Contractor shall not cut or alter the work of any subcontractor or any other contractor, nor permit any of his subcontractors to cut or alter the work of any other contractor or subcontractor except with the written consent of the contractor or subcontractor whose work is to be cut or altered or with the written consent of the Engineer. All cutting and patching or repairing made necessary by the negligence, carelessness, or incompetence of the Contractor or any of his subcontractors shall be done by or at the expense of the Contractor and shall be the responsibility of the Contractor.

- 3.10 CLEANING UP: The Contractor at all times shall keep the site of the work free from rubbish and debris caused by his operation under the Contract. When the work has been completed, the Contractor shall remove from the site of the work all of his

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plant, machinery, tools, construction equipment, temporary work, and surplus materials so as to leave the work and the site clean and ready for use.

All public streets adjacent to the site and all private ways at the site shall be kept clean of debris, spilled materials, and wet and dry earth at all times and shall be cleaned at the end of each working day. When wet earth is encountered, it shall be cleaned from the vehicles before they leave the site and enter streets and private ways.

- 3.11 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS: In the event the Contractor, after receiving written notice from the Owner of non-compliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Owner shall have the right to order the Contractor to stop any or all work under the Contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.
- 3.12 OVERALL PROJECT COORDINATION: The Contractor shall coordinate all Work of his Contract to produce the required finished Project in accordance with the Contract Documents. Special attention shall be given to the submission of shop drawings, samples, color charts, and requests for substitution within the specified time; furnishing the proper shop drawings to Subcontractors and material suppliers, whose work and equipment is affected by and related thereto; and the furnishing of all information concerning location, type, and size of built-in equipment and materials and equipment utilities. This coordination is in addition to all other coordination requirements called for in the technical sections of the Specifications.
- 3.13 COMMUNICATIONS: The Contractor shall forward all communications to the Owner through the Engineer.
- 3.14 NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 3.15 DRAWINGS AND SPECIFICATIONS AT THE SITE: The Contractor shall maintain at the site one complete set of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other Modifications, in good and readable condition and marked to record all changes made during construction. These shall be available to the Engineer. The Drawings, marked to record all changes made during construction, shall be delivered to the Engineer for the Owner upon completion of the work.
- 3.16 EMPLOY COMPETENT PERSONS: The Contractor shall endeavor to employ only competent persons on the Work. Whenever the Engineer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provisions of the Contract, such person shall be discharged from the Work and

shall not again be employed on it, except with the written consent of the Engineer. Provided, however, that the failure of the Owner or Engineer to object to an employee is not to be considered acknowledgment or approval of the employee's competence by the Engineer or Owner.

- 3.17 **EMPLOY SUFFICIENT LABOR AND EQUIPMENT:** If, in the judgment of the Engineer, the Contractor is not employing sufficient labor, plant, equipment, or other means to complete the work within the time specified, the Engineer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment, and other means as the Engineer may deem necessary to enable the work to progress properly.
- 3.18 **EXISTING STRUCTURES:** Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the Work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.
- 3.19 **INDEMNIFICATION:** The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.
- In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefits acts.
- 3.20 **INTOXICATING LIQUORS:** The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work.
- 3.21 **LEGAL ADDRESS OF CONTRACTOR:** The Contractor's business address and his office at or near the site of the work are both hereby designated as places to which communications may be delivered. The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the US Postal Service or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor, and the date of such service shall be the date of receipt. The first named address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor, and delivered to the Engineer. Service of any notice, letter, or other communication upon the Contractor personally shall likewise be deemed sufficient service.

- 3.22 **MUTUAL RESPONSIBILITY OF CONTRACTORS:** The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work. To ensure proper execution of the subsequent work, the Contractor shall measure work already in place and shall at once report to the Owner any discrepancy between the executed work and the Contract Documents.

Should the Contractor cause damage to any separate contractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend such proceedings at Contractor's expense, and if any judgment against the Owner arises there from, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

- 3.23 **NIGHT, LEGAL HOLIDAYS, AND SUNDAY WORK:** No work shall be done at night, legal holidays, or on Sunday except:

3.23.1 Usual protective work, such as pumping and the tending of lights and fires;

3.23.2 Work done in case of emergency threatening injury to persons or property;

3.23.3 When provided for under Supplemental Conditions as herein specified;

3.23.4 If all of the conditions set forth in the next paragraph below are met.

No work other than that included in 3.23.1, 3.23.2, and 3.23.3 above, shall be done at night except when:

3.23.4.1 In the judgment of the Engineer, the work will be of advantage to the Owner and can be performed satisfactorily at night;

3.23.4.2 The work will be done by a crew organized for regular and continuous night work;

3.23.4.3 The Engineer has given written permission for such night work.

Any work necessary to be performed after regular hours, on Sundays, or Legal Holidays, shall be performed without additional expense to the Owner.

- 3.24 **OCCUPYING PRIVATE LAND:** The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the rights-of-way or property of the Owner. A copy of the written consent shall be given to the Engineer prior to occupation of private land.

- 3.25 PERMITS AND RESPONSIBILITIES: The Contractor shall, without additional expense to the Owner, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction there of which theretofore may have been accepted.

- 3.26 PRECAUTIONS DURING ADVERSE WEATHER: During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the Work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building-paper shelters, or other approved means.

During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept sufficiently warm so that a proper bond will take place and a proper curing, aging, or drying will result. Protected spaces shall be artificially heated by approved means that will result in a moist or a dry atmosphere according to the particular requirements of the work being protected. Ingredients for concrete and mortar shall be sufficiently heated so that the mixture will warm throughout when used.

The Engineer may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be, in any season. The Contractor agrees that he shall not have or assert any claim for or be entitled to any additional compensation or damages on account of any such suspension.

- 3.27 PROTECTION OF WORK, PROPERTY, AND PERSONS: The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for

whose acts either of them may be liable and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

- 3.28 PROTECTION OF WORK, PROPERTY, AND PERSONS IN AN EMERGENCY: In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury, or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.
- 3.29 PROTECTION AGAINST WATER AND STORM: The Contractor shall take all precautions necessary to prevent damage to the Work by storms or by water entering the site of the Work directly, tidally, or through the ground. In case of damage by storm or water, the Contractor shall at his own cost and expense make such repairs or replacements or rebuild such parts of the Work as the Engineer may require in order that the finished work may be completed as required by the Contractor.
- 3.30 PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS: The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site of the work which is not to be removed and which does not reasonably interfere with the construction work. Care shall be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place. Any limbs or branches of trees broken during such operations or by the careless operation of equipment or by workmen, shall be trimmed with a clean cut and painted with an approved tree pruning compound as approved by the Engineer.

The Contractor will protect from damage all existing improvements or utilities at or near the site of the work, the location of which is made known to him, and will repair or restore any damage to such facilities resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the Work. If the Contractor fails or refuses to repair any such damage promptly, the Owner may have the necessary work performed and charge the cost thereof to the Contractor.

The Contractor shall protect the trunks of trees adjacent to his work with the tree protection barricades shown in details. Tree protection shall be constructed to protect trees from injury from piled material, from equipment, from his operation, or otherwise due to his work. Excavating machinery and cranes shall be of suitable type and shall be operated with care to prevent injury to trees not to be cut and particularly to overhanging branches and limbs.

On paved surfaces, the Contractor shall not use or operate tractors, bulldozers or other power-operated equipment, the treads or wheels of which are so shaped as to cut or otherwise injure such surfaces.

- 3.31 RESTORATION OF PROPERTY: All existing surfaces, including lawns, grassed, and planted areas which have been injured by the Contractor's operations, shall be restored to a condition at least equal to that in which they were found immediately before work was begun. Suitable materials and methods shall be used for such restoration. All restored plantings shall be maintained by cutting, trimming, fertilizing, etc., until acceptance. The restoration of existing property or structures

shall be done as promptly as practicable and shall not be left until the end of construction period.

- 3.32 **INTERFERENCE WITH AND PROTECTION OF STREETS:** The Contractor shall not close or obstruct any portion of a street, road, or private way without obtaining permits therefore from the proper authorities. If any street, road, or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities. See Section 4 – Supplemental Conditions.

Streets, roads, private ways, and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore.

The Contractor shall, at least 24 hours in advance, notify the highway, police, and fire departments in writing, with a copy to the Engineer, if the closure of a street or road is necessary. He shall cooperate with the police department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

- 3.33 **TRAFFIC CONTROL:** Where control of traffic is required for public safety, the Contractor shall provide an adequate number of flagmen employed at his own expense.

- 3.34 **CONSTRUCTION DRAINAGE:** The Contractor shall furnish all labor, materials and necessary equipment for the temporary control of surface water, tidal flow, and seepage water during construction and keep all excavations, pits, and trenches free from water at all times.

The Contractor shall furnish and operate pumps and other equipment required. Dikes and ditches shall be constructed around excavations and elsewhere as necessary to prevent surface water from flooding the excavations or standing in areas adjacent to excavations, in work areas, or in material storage areas. The Contractor shall take all necessary precautions to protect adjacent areas and properties at points other than that which would be considered the natural flow, prior to construction, without the expressed consent of the Owner in writing with a copy to the Engineer. He shall take steps to prevent the erosion of soil, earth, and other material and the conduction of the eroded materials onto adjacent properties and shall be responsible for the removal of such materials and the restoration of adjacent areas to their original condition.

- 3.35 **RETURN OF DRAWINGS:** All copies of Drawings, Specifications, and other Documents furnished by the Owner or the Engineer to the Contractor may be used only in connection with the prosecution of the Work and shall be returned by the Contractor upon completion of the Work.

- 3.36 **SITE INVESTIGATION:** The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, water table, tides, or similar physical conditions at the site, the confirmation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor further

acknowledges that he has satisfied himself as to character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from information presented by the Drawings and Specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner.

- 3.37 **SOIL EROSION AND SEDIMENT CONTROL:** The Contractor's attention is directed to the fact that unless exposed earth areas are properly cared for during construction, they may result in substantial sedimentation damage downstream from the construction area. The Contractor shall be responsible for conducting his site grading and drainage operations in such manner as to prevent excessive soil erosion of the construction site work areas. He shall at all times provide satisfactory means to prevent the movement and washing of soil onto pavements or into adjacent ditches, swales, inlets, and drainage pipes, to avoid the possibility of these structures becoming clogged with soil. He shall promptly repair all areas that may become eroded and shall clear drainage ditches, swales, and structures of siltation. The Contractor will indemnify and save harmless the Owner and Engineer from and against any and all claims, demands, fines, or assessments, including attorneys' fees and cost of defense arising out of or caused by the Contractor's failure to provide soil erosion and sediment control.
- 3.38 **SUBSURFACE CONDITIONS:** The applicable provisions governing Subsurface Conditions are contained in the Contract Documents.
- 3.39 **SUBCONTRACTING:** The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which, under normal contracting practices, are performed by specialty Subcontractors. The Contractor shall, without additional expense to the Owner, utilize the services of specialty subcontractors on those parts of the work specified to be performed by specialty subcontractors.

The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require. No request for payment will be approved before this list has been received and reviewed by the Owner.

The Contractor shall not award Work to Subcontractors, in excess of fifty percent (50%) of the Contract Price, without prior written approval of the Owner.

The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts or omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the

Owner may exercise over the Contractor under any provisions of the Contract Documents.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage, or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage. The Contractor agrees to and does hereby indemnify and save harmless the Owner from and against any and all claims by such other contractors or subcontractors alleging such loss, damage, or delay and from and against any and all claims, demands, costs, and expenses, including attorneys' fees, arising out of, relating to, or resulting from such claims.

The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged upon his work. The Owner or Engineer will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors. If any Subcontractor on the project, in the opinion of the Engineer, proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

- 3.40 SUPERVISION: The Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants, all being satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Owner shall not be responsible for the acts or omissions of the superintendent or his assistants.

The Contractor shall give efficient supervision to the Work, using his best skill and attention. He shall carefully study and compare all Drawings, Specifications, and other instructions and shall at once report to the Owner any error, inconsistency, or omission which he may discover.

- 3.41 TAXES: The Contractor shall promptly pay federal, state, and local taxes which may be assessed against him in connection with the work or his operations under the Agreement and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of materials and equipment, to the performance of services, and the employment of persons in the prosecution of the work.
- 3.42 TEMPORARY HEAT: The Contractor shall provide temporary heat whenever necessary to protect all Work and materials against injury from dampness and cold and to dry out moisture from the building. Fuel, equipment, and method of heating shall be satisfactory to the Owner's Insurer and the Engineer.

Temporary heating apparatus shall be installed and operated in such a manner that finished work will not be damaged thereby.

- 3.43 SANITARY FACILITIES: The Contractor shall provide adequate sanitary facilities for the use of those employed on the Work. Such facilities shall be made available when the first employees arrive on the site of the Work, shall be properly secluded or screened from public observations, and shall be constructed and maintained

during the progress of the Work in suitable numbers and at such points and in such manner as may be required or approved. The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The Owner and the Engineer shall have the right to inspect such facilities at all times to determine whether or not they are being properly and adequately maintained.

- 3.44 TEMPORARY UTILITIES: The Contractor shall make arrangements for and furnish as a part of the Contract, all electricity, water, lighting, and other utilities needed to do the Work called for by the Contract. Any separate contractors having a contract with the Owner shall make arrangements for and share the cost with the Contractor for the use of the required utilities on a pro rated schedule based on an agreed basis. All Electrical Work shall comply with the National Electrical Code.

The Contractor shall provide and pay for all temporary wiring, switches, connections, and meters. The Contractor shall provide sufficient electric lighting so that all work may be done in a workmanlike manner when there is not sufficient daylight.

- 3.45 UNCOVERING AND CORRECTION OF WORK: The Engineer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the work and for ascertaining that the work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down of portions of finished work by the Contractor.

Should the work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in point of time or in the absence of the Engineer or his inspector and without his written authorization, in which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise be borne by the Contractor.

The inspection of the work shall not relieve the Contractor of any of his obligations to perform and complete the work as required by the Contract. Defective work shall be corrected and unsuitable materials, equipment, apparatus, and other items shall be replaced by the Contractor, notwithstanding that such work, materials, equipment, apparatus, and other items may have been previously overlooked or accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer; if any materials, equipment, apparatus, or other items brought upon the site for use or incorporation in the work, or selected from the same, are condemned by the Engineer as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus, and other items from the site of the work and shall at his own cost and expense make good and replace the same and any material furnished by the Owner which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees, or subcontractors.

If the Owner deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract Price shall be made therefore.

- 3.46 COOPERATION WITH UTILITIES: The Owner will notify all utility companies, all pipe line owners, or other parties affected, and endeavor to have all necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practicable.

Water lines, gas lines, wire lines, sewer lines, water and gas meter boxes, water and gas valve boxes, manholes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the Owners under separate agreement, except as otherwise provided for in the Supplemental Conditions or as noted on the Drawings.

The Drawings will show all known utilities located within the limits of the contract according to information obtained. The accuracy of the Drawings, in this respect, is not guaranteed by the Owner. The Contractor shall have considered in his bid all of the permanent and temporary utility appurtenances in the present or relocated position. No additional compensation will be allowed for any delays, inconveniences, or damages sustained by him due to any interference from the said utility appurtenances or the operation of moving them.

Unless otherwise provided, the cost of temporary rearrangement of utilities made only in order to facilitate the construction of the work will be borne by the Contractor.

- 3.47 VERIFICATION OF DIMENSIONS AND ELEVATIONS: Dimensions and elevations indicated on the Drawings in reference to existing structures, location of utilities, sewer inverts, or other information on existing facilities, are the best available data obtainable but are not guaranteed by the Engineer. The Engineer will not be responsible for their accuracy. Before proceeding with any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, inverts, lines, elevations, or other conditions of limitations at the site of the work to avoid construction errors or damage to existing facilities. If any work is performed by the Contractor, or any subcontractors, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

If the Contractor, in the course of the work, finds any discrepancy between the Drawings and the physical conditions of the locality, or any errors or omissions in the Drawings or in the layout as given by survey points and instructions, he shall immediately inform the Engineer, in writing. The Engineer will promptly investigate the reported conditions and issue such instructions as may be necessary for the proper execution of the work. Any work done after such discovery and prior to receipt of such instructions shall be at the risk of the Contractor.

4. MATERIALS, EQUIPMENT AND WORKMANSHIP

- 4.1 CHEMICAL USAGE: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, shall show approval of either EPA or USDA. The use of all such chemicals and disposal of residues shall be in strict conformance with manufacturer and USDA instructions.
- 4.2 CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the Work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him, in the Work, free from all liens, claims, or encumbrances.
- 4.3 CORRECTION OF WORK BEFORE COMPLETION: The Contractor shall promptly remove from the premises all work condemned by the Owner as failing to conform to the Contract Documents, whether incorporated or not and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

If the Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the Owner may remove it, and after storing it at the job site for 30 days, due written notice thereof being given the Contractor, the Owner may offer the material for sale and removal from the premises. Net proceeds from such sale shall be for the Contractor's credit against the *Owner's Right to Do Work*. If the material has no sale value, the Owner may remove it from the premises and/or otherwise dispose of it. The costs of such disposition shall be deducted from payments to the Contractor as provided in Subsection 2.10 entitled *OWNER'S RIGHT TO DO WORK*.

- 4.4 CORRECTION OF WORK AFTER COMPLETION: The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting there from which shall appear within a period of one year from the date of final acceptance of the work except where longer periods are specified and in accordance with the terms of any special guarantees provided in the Contract.
- 4.5 CORRECTIONS OF WORK AFTER GUARANTEE PERIOD: It shall be the responsibility of the Contractor to permanently correct all defective items called to his attention within the guarantee period, whether such correction be made within the guarantee period or not. The Contract shall not be fully performed until such permanent corrections are made.
- 4.6 GENERAL GUARANTEE: For a period of at least one year after final acceptance, or longer if required by law, or by a special warranty provision of the CONTRACT DOCUMENTS, the CONTRACTOR warrants the fitness and soundness of all work done and for materials and equipment put in place. Neither the Final Certificate of Payment nor any other provision in the said CONTRACT shall constitute an acceptance of WORK not done in accordance with the CONTRACT DOCUMENTS, or relieve the CONTRACTOR of liability in respect to any express or implied warranties for faulty materials or workmanship. If within one year after the date of final completion or such longer period of time as may be prescribed by Laws or Regulations, or by the terms of any applicable special guarantee required by the

CONTRACT DOCUMENTS, any WORK is found to be defective, the CONTRACTOR shall promptly, without cost to the OWNER, and in accordance with the OWNER'S written instructions, either correct such defective WORK, or if it has been rejected by the OWNER, remove it from the site and replace it with non-defective WORK. If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the defective WORK corrected or the rejected WORK removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before final completion of all THE WORK, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by written amendment.

4.6.1 If in fulfilling the requirements of the CONTRACT or of any guarantee embraced therein or required thereby, the CONTRACTOR disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the OWNER, and shall guarantee such restored work to the same extent as it was guaranteed under such other contract.

4.6.2 If the CONTRACTOR, after notice, fails to proceed promptly to comply with the terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR shall be liable for all expenses incurred.

4.6.3 All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the CONTRACT shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

4.7 HANDLING AND DISTRIBUTION: The Contractor shall handle, haul, and distribute all materials and all surplus materials on the different portions of the work as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the work, and be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the work.

Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.

4.8 MANUFACTURER'S DIRECTIONS: All manufactured articles, material, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturers, unless herein specified to the contrary.

If the specifications or plans are contrary to the manufacturer's directions, the manufacturer shall be contacted by the Contractor before proceeding with the work and the Engineer advised if the manufacturer has any objections to the specified application.

4.9 MATERIALS, SERVICES, AND FACILITIES: It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all labor, supplies and materials, tools, machinery, equipment,

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transportation, supervision, temporary construction of any nature, and all other services, means, and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

- 4.10 **MISCELLANEOUS ITEMS:** The work to be done by the Contractor, specified and enumerated under this Contract, shall include any minor details of the Work not specifically mentioned in the Specifications or shown on the Drawings, but obviously necessary for the proper completion of the Work, which shall be considered incidental and as being a part of and included with the Work for which prices are given in the Bid. The Contractor will not be entitled to any additional compensation therefore.

Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the contract price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight, and other applicable characteristics as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the Engineer before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

- 4.11 **MISTAKES OF CONTRACTOR:** The Contractor shall promptly correct and make good any and all defects, damages, omissions, or mistakes, for which he and/or his agents, servants, employees, or subcontractors are responsible, and he shall pay to the Owner all costs, expenses, losses, and damages resulting there from or by reason thereof as determined by the Engineer.
- 4.12 **PROTECTION AGAINST ELECTROLYSIS:** Where dissimilar metals are used in conjunction with each other, or against concrete surfaces, suitable insulation shall be provided between adjoining surfaces so as to eliminate direct contact and any resultant electrolysis. The insulation shall be bituminous impregnated felt, heavy bituminous coatings, nonmetallic separators or washers, or other approved materials.
- 4.13 **RIGHT TO MATERIALS:** Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the work or the site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached, or affixed, become the property of the Owner.
- 4.14 **ROYALTIES AND PATENTS:** The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that

the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner in writing.

- 4.15 **SUBMITTAL SCHEDULE:** Within twenty (20) days after execution and delivery of the Contract, the Contractor shall prepare and deliver to the Engineer a Submittal Schedule. This includes a list of all submittals required under the Contract. The list shall identify each major group of shop drawings, coordination drawings, and schedules and each sample and the planned submission date for each.

After the Engineer's review of the list of submittals, the Engineer will meet with the Contractor for a joint review and correction and adjustment, as necessary, for agreement on the submittal. In addition, at the meeting the duration of the review period for each submittal will be established. The Contractor's planned submission date for each submittal shall allow no less than fifteen (15) working days for review and appropriate action before approval of the submittal becomes critical to the progress of the Contractor's work. Within five (5) calendar days after the joint review, the Contractor shall make any necessary revisions to the list of submittals, including durations of the review periods, in accordance with the agreements reached during the joint review and submit two revised copies to the Engineer. No application for partial payment will be approved until the submitted schedule is approved.

- 4.16 **SHOP DRAWINGS:** Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work. It shall be the Contractor's responsibility to furnish Shop Drawings as required by the technical specifications or as requested by the Engineer. These submittals must be made no later than is required by the submittal schedule.

Shop Drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator, as correct for the Contract.

When so specified or if considered by the Engineer to be acceptable, manufacturer's specifications, catalog data, descriptive manner, illustrations, etc., may be submitted for approval in place of shop and working drawings. In such case the requirements shall be as specified for shop and working drawings, insofar as applicable except that the submission shall be in quadruplicate.

The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.

The Contractor shall check the Shop Drawings, shall coordinate them (by means of coordination drawings wherever required) with the work of all trades involved before submission and shall indicate thereon his approval. Drawings and

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schedules submitted without evidence of the Contractor's approval may be returned for resubmission.

By approving and submitting Shop Drawings, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers, and similar data, or will do so, and that he has checked and coordinated each Shop Drawing with the requirements of the Work and of the Contract Documents.

If drawings or schedules show variations from the contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, the Engineer may approve any or all such variations and issue an appropriate change order. If the Contractor fails to describe such variations he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings or schedules may have been approved.

Each Shop Drawing or Coordination Drawing shall have a blank area, five by five inches, located adjacent to the title block. The title block shall display the following:

- Number and Title of Drawing
- Date of Drawing
- Revision Number and Date (if applicable)
- Project Title
- Name of Project Building or Facility
- Name of Contractor
- Name of Subcontractor (if applicable)
- Clear Identity of Contents and Location of Work

Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Drawings and Specifications in all respects. All drawings that are correct shall be marked with the date, checker's name, and indication of the Contractor's approval, and then shall be submitted to the Engineer; other drawings shall be returned for correction.

The Contractor shall stamp all drawings to be submitted to the Engineer for approval. The rubber stamp shall incorporate the following items:

PROJECT TITLE _____
CONTRACTOR'S NAME _____
APPROVED BY _____ DATE _____
SPECIFICATION SECTION _____ TRANSMITTAL NO. _____

The review of Shop Drawings will be general only and shall not relieve or in any respect diminish the responsibility of the Contractor for details of design, dimensions, etc., necessary for proper fitting and construction of the work as required by the Contract and for achieving the result and performance specified there under.

Should the Contractor submit for approval equipment that requires modifications to the structures, piping, layout, etc., detailed on the Drawings, he shall also submit for approval details of the proposed modifications. If such equipment and

modifications are approved, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications. Required structural changes shall be designed and detailed by an Engineer registered in the state in which the project will be constructed. Drawings shall be signed and show registration number or may have seal affixed.

Submission of Shop Drawings shall be accompanied by a copy of a transmittal letter containing the Project name, Contractor's name, number of drawings, titles, specifications section, and other pertinent data. The submittal shall include the following:

- Four (4) legible copies of Shop Drawings or printed matter

The review of the Shop Drawings will be performed by the Engineer as follows:

- When the submittal fully conforms to the Contract Drawings and Specifications, the Engineer will approve it. The reproducible of each drawing or page of approved submittals will be stamped approved, signed, dated, and returned to the Contractor. Changes shall not be made to the approved drawings by the Contractor. If the Contractor desires to make any change from approved drawings, or pages of approved submittals, he shall notify the Engineer in writing that the approved material has been withdrawn and shall submit the substitution set in accordance with the above procedure.
- When the submittal clearly does not conform to the Contract Drawings and Specifications, the Engineer will disapprove it by stamping it *Rejected*. Rejected submittals shall be corrected and resubmitted within fourteen (14) calendar days from the date of rejection. Rejected submittals shall not be released for any work.
- When the submittal has only minor deviations from the Contract Drawings and Specifications, the Engineer will note the deviations and omissions as may be appropriate and approve the submittal subject to the notations by stamping it *Approved as Noted*. Approved as Noted submittals may be released for fabrication of work at the Contractor's risk; in any event the submittal shall be corrected and resubmitted for approval within fourteen (14) calendar days from the date of approval as noted.

The Contractor shall be responsible for delays resulting from the rejection or approval as noted of incomplete, inadequate, incorrect, or otherwise unacceptable submittals.

The Contractor shall assure that only drawings and pages of printed material bearing the Engineer's *Approved* stamp are allowed on the job site.

The Contractor shall submit, at the completion of the Project, one set of all reviewed and correct shop drawings, catalog cuts, and descriptive literature for all Work previously submitted. These sets shall be sent to the Engineer for the Owner before final Certificate of Payment is issued.

- 4.17 OPERATING AND MAINTENANCE MANUALS: One copy of each required Operating and Maintenance Manual must be submitted to the Engineer with the first submittal of shop drawings. Five additional copies of each required Operating

and Maintenance Manual must be submitted to the Engineer within fourteen (14) days of the return of approved shop drawings to the Contractor. No payment will be approved on any equipment for which Operating and Maintenance Manuals are required until the Operating and Maintenance Manuals are received by the Engineer. These O&M manuals must be addressed specifically to the piece of equipment supplied and shall not be general in nature; each item must be clearly identified and located. Each page must be printed on 8-1/2" x 11" paper or folded to that size in a manner that will be suitable for insertion in a three-ring binder.

- 4.18 **SAMPLES:** Samples are physical examples furnished by the Contractor to illustrate materials, equipment, or workmanship, and to establish standards by which the Work will be judged. It shall be the Contractor's responsibility to furnish samples as required by the technical specifications or as required by the Engineer. These samples must be submitted no later than is required by the Submittal Schedule.

Each sample shall have a label indicating the following:

- Project Title
- Name of Project Building or Facility
- Name of Contractor
- Name of Subcontractor (if applicable)
- Identification of Material with Specification Section
- Name of Producer and Brand (if any)

Samples shall be submitted in duplicate unless otherwise noted in the technical specifications and shall be accompanied by a copy of a transmittal letter containing Project Name, Contractor's Name, number of samples, specification section, and other pertinent data.

If the Engineer so requires, either prior to or after commencement of the work, the Contractor shall submit samples of materials for such special tests as the Engineer deems necessary to demonstrate that they conform to the Specifications. Such samples shall be furnished, taken, stored, packed, and shipped by the Contractor as directed. Except as otherwise expressly specified, the Contractor shall make arrangements for, and pay for, the tests.

All samples shall be packed to reach their destination in good condition. To ensure consideration of samples, the Contractor shall notify the Engineer by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples.

The Contractor shall submit data and samples, or place his orders, sufficiently early to provide ample time for consideration, inspection, testing, and approval before the materials and equipment are needed for incorporation in the work. The consequences of his failure to do so shall be the Contractor's sole responsibility.

In order to demonstrate the proficiency of workmen, or to facilitate the choice among several textures, types, finishes, surfaces, etc., the Contractor shall provide such samples of workmanship of wall, floor, finish, etc., as may be required.

When required, the Contractor shall furnish to the Engineer triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent testing

laboratories) relative to materials, equipment performance ratings, and concrete data.

- 4.19 **STORAGE OF MATERIALS AND EQUIPMENT:** All excavated materials, construction equipment, and materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants, and occupants.
- 4.20 **INSPECTION AND TESTING:** All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

The Owner shall provide all inspection and testing services not required by the Contract Documents.

The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

If the Contract Documents, laws, ordinance, rules, regulations, or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing, or approval.

Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

If any Work is covered contrary to the written instructions of the Engineer it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such

uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order shall be issued.

- 4.21 **SUBSTITUTIONS:** The Contractor may recommend the substitution of a material, article, or piece of equipment of equal function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price, and the Contract Documents shall be appropriately modified by Change Order.

The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

- 4.22 **OR EQUAL CLAUSE:** The phrase *or equal* shall be construed to mean that material or equipment will be acceptable only when in the judgment of the Engineer they are composed of parts of equal quality, or equal workmanship and finish, designed and constructed to perform or accomplish the desired result as efficiently as the indicated brand, pattern, grade, class, make, or model.

Whenever a material, article, or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers; etc., it is intended merely to establish a standard of quality and function; and, any material, article; or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

- 4.23 **WAGES AND OVERTIME COMPENSATION:** The Contractor and each of his subcontractors shall comply with all applicable State and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the project and with respect to compensation for overtime.

- 4.24 **NO WAIVER:** Neither the inspection by the Owner or the Engineer, nor any order measurement, approval, determination, decision, or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for or use, occupancy, possession, or acceptance of the whole or any part of the work by the Owner, nor the extension of time, nor any other act or omission of the Owner or of the Engineer shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, or of any remedy, power, or right of or herein reserved to the Owner, nor of any right to damages for breach of contract. Any and all right and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the Owner shall be entitled as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by his Subcontractors, or by any other person or persons.

- 4.25 WORK TO CONFORM: During its progress and on its completion, the work shall conform truly to the lines, levels, and grades indicated on the Drawings or given by the Engineer and shall be built in a thoroughly substantial and workmanlike manner, in strict accordance with the Drawings, Specifications, and other Contract Documents and the directions given from time to time by the Engineer.

All work done without instruction having been given therefore by the Engineer, without prior lines or levels, or performed during the absence of the Engineer, will not be estimated or paid for except when such work is authorized by the Engineer in writing. Work so done may be ordered uncovered or taken down, removed, and replaced at the Contractor's expense.

- 4.26 WORKING HOURS: It is contemplated that all work will be performed during the customary working hours of the trades involved unless otherwise specified in this Contract. Work performed by the Contractor at his own volition outside such customary working hours shall be at no additional expense to the Owner.

Any requests received by the Contractor from occupants of existing buildings to change the hours of work shall be referred to the Owner for determination.

5. INSURANCE, LEGAL RESPONSIBILITY, AND SAFETY

- 5.1 LITIGATION OF DISPUTES: JURISDICTION: OWNER and CONTRACTOR agree that this CONTRACT shall be interpreted according to the Laws of the State of South Carolina, and that the appropriate forum and jurisdiction for resolving any disputes and claims shall be the South Carolina Court of Common Pleas for Charleston County.

- 5.2 WAIVERS EXPLICITLY IN WRITING: No action or failure to act by the ENGINEER or the OWNER, or the CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the CONTRACT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

- 5.3 ASSIGNMENTS: The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

- ~~5.4 PERFORMANCE BOND AND PAYMENT BOND: Unless otherwise noted in the Supplemental Conditions, a Performance Bond and a Payment Bond are required. The Contractor shall obtain a Performance Bond and Payment Bond, acceptable to the Owner in a surety company authorized to do business in the state in which the Project is constructed, each for the full amount of the Contract Sum. The bonds shall guarantee the Contractor's faithful performance of the Contract and the~~

~~payment of all obligations arising there under. The bonds shall remain in force until:~~

~~5.4.1 The Project has been completed and accepted by the Owner.~~

~~5.4.2 The provisions of all guarantees required by these Contract Documents have been fulfilled or the time limitation for all guarantees has expired, or~~

~~5.4.3 The time for the filing of all mechanics' liens has expired, whichever is longer, after which it shall become void.~~

~~The Contractor shall pay all charges in connection with the bonds as a part of the Contract. One executed copy of the bonds shall be attached to each copy of the Contract before they are returned to the Engineer for the Owner's signature.~~

~~If the Contractor defaults, the Contractor or his Surety shall reimburse the Owner for any additional Engineering fees for additional services made necessary because of the Contractor's default.~~

~~5.5 ADDITIONAL OR SUBSTITUTE BOND: If at any time the Owner for justifiable cause, shall be or become dissatisfied with the surety or sureties for the Performance and/or Payment Bonds, the Contractor shall within 5 days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as maybe satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.~~

5.6 CHANGES NOT TO AFFECT BONDS: It is distinctly agreed and understood that any changes made in the Work or the Drawings or Specifications therefore (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner or time of payments made by the Owner to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish, or affect the liability of the Surety on the Contract Bonds given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect.

5.7 COMPLIANCE WITH LAWS: The Contract shall be governed by the law of the place where the Project is located. The Contractor shall abide by all local and State Laws or ordinances to the extent that such requirements do not conflict with Federal laws or regulations. The Contractor shall keep himself fully informed of all existing and future federal, state, and local laws, ordinances, rules, and regulations affecting those engaged or employed on the work, the materials and equipment used in the work or the conduct of the work, and of all orders, decrees, and other requirements of bodies or tribunals having any jurisdiction or authority over the same, including, but not limited to the US Department of Labor and Bureau of Standards Safety and Health Regulations for Construction and its amendments as set up under the Williams-Steiger Occupational Safety and Health Act of 1970. If any discrepancy or inconsistency is discovered in the Drawings, Specifications, or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree, or other requirement, the Contractor shall forthwith report the same to the Engineer in writing.

The Contractor shall at all times observe and comply with, and cause all his agents, servants, employees, and subcontractors to observe and comply with all such existing requirements, and he shall protect, indemnify, and save harmless the Owner, its officers, agents, servants, and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorney's fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulations, order, decree, or other requirement, whether committed by the Contractor or any of his agents, servants employees, or subcontractors.

- 5.8 REQUIRED PROVISIONS DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- 5.9 LIENS: If at any time any notice of liens are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove, or otherwise dispose of the same, and until such discharge, removal, or disposition, the Owner shall have the right to retain from any monies payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorney's fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.
- 5.10 CLAIMS: If at any time there is any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Owner may retain from any monies which would otherwise be payable hereunder so much thereof as, in its judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.
- 5.11 INSURANCE: The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance must have the approval of the Owner as to limit, form, and amount. The Contractor will not permit any Subcontractor to commence work on this project until the same insurance requirements have been complied with by such Subcontractor. All insurance coverage as required herein shall include the Owner as an additional insured therein.

The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days notice in writing and delivered by registered mail to the Owner." Should any policy be canceled before final payment by the Owner to the Contractor and the Contractor fails immediately to

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procure other insurance as specified, the Owner reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.

Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to charge the cost thereof to the Contractor.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

The Contractor is required to obtain and maintain for the full period of the Contract the following types of insurance coverage with limits not less than stated below:

5.11.1 WORKMEN'S COMPENSATION INSURANCE

As required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

5.11.2 COMPREHENSIVE GENERAL LIABILITY

	Bodily Injury	Property Damage
Premises and Operations	\$1,000,000/per occurrence \$2,000,000/aggregate	\$1,000,000/per occurrence \$2,000,000/aggregate
Elevator Liability	\$1,000,000/per occurrence	\$1,000,000/per occurrence
Contractor's Protective Liability	\$1,000,000/per occurrence \$2,000,000/aggregate	\$1,000,000/per occurrence \$2,000,000/aggregate
Products Liability, Including Completed Operations Coverage		\$1,000,000/per occurrence \$2,000,000/aggregate

*COI should name the City as an additional insured.

*Explosion, Collapse & Underground (XCU) should not be excluded if the work contemplates this exposure

5.11.3 COMPREHENSIVE AUTOMOBILE LIABILITY

Automobile Liability	Combined single limit	\$1,000,000
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(includes owner, non-owned and hired car)

Split Limits

Bodily injury per person: \$500,000
BI per occurrence: \$1,000,000
Property Damage: \$500,000

5.11.4 WORKERS COMPENSATION

Must fulfill the statutory requirements.

5.11.5 ENVIRONMENTAL LIABILITY

Per Occurrence: \$1,000,000
Aggregate: \$1,000,000

5.11.6 SUBCONTRACTOR'S LIABILITY INSURANCE

Same limits as required of the General Contractor.

5.12 **ORAL AGREEMENTS:** No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

5.13 **SAFETY:** In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the Owner and shall not be limited to normal working hours.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

5.13.1 All employees on the Work and all other persons who may be affected thereby;

5.13.2 All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the Contractor or any of Subcontractors or Sub-subcontractors; and

5.13.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Engineer.

The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

6. PROGRESS AND COMPLETION OF WORK

- 6.1 NOTICE TO PROCEED: Following the execution of the Agreement by the Owner and the Contractor, written Notice to Proceed with the work shall be given by the Owner to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (except as provided for herein) with such force as to secure the completion of the work within the Contract Time.
- 6.2 CONTRACT TIME: The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the Agreement. Computation of Contract Time shall commence the day to be specified in the Notice to Proceed and every calendar day following, except as herein provided, shall be counted as Contract Time.
- 6.3 SCHEDULE OF COMPLETION: The Contractor shall submit, at such times as may reasonably be requested by the Engineer, schedules showing the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the various parts of the work, and estimated date of completion of each part.
- 6.4 WORK CHANGES: The Owner may, as the need arises, order changes in the work through additions, deletions, or modifications to the extent of 20% of the Contract Amount, without invalidating the Contract. Competition and time of completion affected by the change shall be adjusted at the time of ordering such change. Payment for addition or deletion of work shall be at the unit price set forth in the bid.
- 6.5 EXTRA WORK: New and unforeseen items of work found to be necessary, and which cannot be covered by an item or combination of items for which there is a Contract Price, shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated, upon written order from the Owner as approved by the Engineer. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Contract Documents where applicable, and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required.

- 6.6 EXTENSION OF CONTRACT TIME: A delay beyond the Contractor's control occasioned by an Act of God, by act or omission on the part of the Owner or by strikes, lockouts, fire, etc., not caused by the Contractor, may entitle the Contractor to an extension of time in which to complete the work as agreed by the Owner, provided, however, that the Contractor shall immediately give written notice to the Owner of the cause of such delay. Act of God shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood, or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God, and no reparation shall be made to the Contractor for damages to the work resulting there from.

All claims for extension of time shall be made in writing to the Engineer no more than twenty days after the occurrence of the delay; otherwise they shall be waived. In the case of continuing cause of delay only one claim is necessary. Any claim should include complete justification for the extent of the delay claimed.

This Subsection does not exclude the recovery of damages for delay for either party under other provisions of the Contract Documents.

- 6.7 ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION: When the work to be performed under this Contract is substantially completed in accordance with the Contract Documents, the Engineer shall prepare an Engineer's Certificate of Substantial Completion to be acknowledged and accepted by the Owner and the Contractor. The Certificate may list items to be completed or corrected but such Certificate shall not relieve the Contractor of his obligation to complete all work, whether listed or not, in accordance with the Contract Documents nor will it preclude any right the Owner may have for recourse in accordance with the Contract Documents.

- 6.8 TERMINATION OF CONTRACTOR'S RESPONSIBILITY: The Contract will be considered complete when all work has been finished, the final review made up by the Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, ~~except as set forth in his Performance Bond~~, as provided in Subsection 4.6 entitled *GENERAL GUARANTY*, and as provided in Subsection 6.9 entitled *CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT*.

- 6.9 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT: The making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall promptly replace any such defects discovered within one year, except where longer periods are specified, from the date of written acceptance of the work.

- 6.10 PROGRESS SCHEDULE: Within twenty (20) days after execution and delivery of the Agreement and not less than ten (10) days prior to making an application for partial payment, the Contractor shall prepare and deliver to the Engineer a Progress Schedule on forms approved by the Engineer.

The schedule shall be set up in a Critical Path format and shall show the proposed dates of commencement and completion of the various subdivisions of work required under the Contract Documents.

The schedule shall show the dates of commencement and completion of the various subdivisions of work required by the Contract Documents and all activities required to accomplish the work. No activity included in the schedule shall have a

duration greater than fifteen (15) days. After approval of the Submit Schedule, the Contractor shall incorporate this schedule into the CPM schedule.

The schedule shall be updated monthly. No progress payments will be made unless application is accompanied by the updated schedule.

- 6.11 SCHEDULES, REPORTS, AND RECORDS: The Contractor shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the Contract Documents for the Work to be performed.

The Contractor shall also submit, in a format as approved by the Engineer, a schedule of payments that he anticipates he will earn during the course of the Work.

- 6.12 ABANDONMENT OF WORK OR OTHER DEFAULT: If the work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Owner, or the Contract or any monies payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Owner may notify the Contractor in writing, with a copy of such notice mailed to the Surety, to discontinue such work or any part thereof; thereupon the Contractor shall discontinue such work or such part thereof as the Owner may designate; and the Owner may, upon giving notice, by contract or otherwise as it may determine, complete the work or such part thereof and charge the entire cost and expense of so completing the work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the work, the Owner shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay the Owner any losses, damages, costs, and expenses, including attorney's fees, sustained or incurred by the Owner by reasons of any of the foregoing causes. For the purposes of such completion the Owner may for itself or for any contractors employed by the Owner take possession of any and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies, and such other items of every description that may be found or located at the site of the Work. No equipment or materials may be removed from the Work without the written consent of the Owner.

All costs, expenses, losses, damages, attorney's fees, and any and all other charges incurred by the Owner under this Subsection shall be charged against the Contractor and deducted and/or paid by the Owner out of any monies due or payable or to become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor, the Owner shall not be held to a basis of the lowest prices for which the completion of the work or any part thereof might have been accomplished, but all sums actually paid or obligated therefore to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expense, losses, damages, attorney's

fees, and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Contract if the work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference and, in case such costs, expenses, losses, damages, attorney's fees, and other charges, together with all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

7. PAYMENTS TO THE CONTRACTOR

- 7.1 **PRICES FOR WORK:** The Owner shall pay and the Contractor shall receive the prices stipulated in the Bid made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

Payments by the Owner to the Contractor shall be based on a Lump Sum for the scope of Work. Unit prices have been received from the Contractor and agreed to by the Owner to provide agreed upon prices for modification to Work quantities. The Owner and Contractor agree that if the scope of Work either increases or decreases within 20% of the original unit quantities, the payment for such increase or decrease shall be based on the unit prices as set forth in the Contract Documents.

- 7.2 **SCHEDULE OF VALUES:** Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall, within twenty (20) days of the execution of the Contract and not less than ten (10) days prior to making an application for partial payment, submit to the Owner in a form approved by the Owner a schedule of values showing a breakdown of the Contract Sum itemized by trade and/or specification sections or as otherwise directed by the Owner and for each item shall show the total value including the Contractor's overhead and profit. Upon approval by the Owner, this schedule will be used in determining the value of the work done for the purpose of partial payments.

The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

- 7.3 **APPLICATIONS FOR PARTIAL PAYMENT:** Before the first day of each month, or as otherwise directed by the Owner, the Contractor shall make applications for the value of the work done and the materials installed and/or delivered to the site for installation in the project during the previous month. Such applications shall show the breakdown of the project into the same items as the schedule of values specified in Subsection 7.2 entitled *SCHEDULE OF VALUES* and showing for each item the total value, the value previously reported as complete, the value completed during the month, the cumulative value completed, and the value remaining to be done. The application shall also show the value of materials delivered to the site which have not been incorporated into the work and whose value is not included in the amount shown for the work of which they are a part. The value of such materials shall be established by attaching copies of invoices covering the materials to the application. The application shall include a summary of value of the work performed during the previous month, plus the value of the

material delivered to the job site but not incorporated in the work, and minus the amount of the retainage indicated in Subsection 7.4 entitled *RETAINAGE*.

The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate.

- 7.4 RETAINAGE: The Owner shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The Owner at any time, however, after fifty (50) percent of the work has been completed, if he finds that satisfactory progress is being made, will make further partial payments in full on the current and remaining estimates, but amounts previously retained shall not be paid to the Contractor at fifty (50) percent completion or any time thereafter. When, in the opinion of the Engineer, the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than ten (10) percent of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the Work has been substantially completed except for Work that cannot be completed because of weather conditions, lack of materials, or other reasons that in the judgment of the Owner are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed.

- 7.5 PAYMENTS WITHHELD: The Owner may withhold payment or, on account of subsequently discovered evidence, nullify the whole or part of any application to the extent necessary to protect himself from loss on account of the following:

- 7.5.1 Defective work not remedied.
- 7.5.2 Claims filed or reasonable evidence indicating the probably filing of claims.
- 7.5.3 Failure of the Contractor to make payments to Subcontractors, material suppliers, or employees.
- 7.5.4 A reasonable doubt that the Contract work can be completed for the balance unpaid.
- 7.5.5 Damage to another Contractor.

When the above grounds are removed, payment will be made for the amounts withheld because of them.

- 7.6 PAYMENT OF APPLICATIONS FOR PARTIAL PAYMENT: Upon verification and approval of the application for partial payment made as specified, the Owner will make payment of the amount found properly due. No payment made to the Contractor or partial or entire use or occupancy of the Work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract.
- 7.7 FINAL INSPECTION: Upon receipt of written notice from the Contractor that the work has been completed and finished in accordance with the Contract, the Owner

shall cause an inspection to be made of the work by his authorized representatives. A list shall be made of all deviations from the Contract requirements (commonly termed *punch list*), and a copy of such list furnished to the Contractor. The Contractor shall with reasonable haste remedy all defects so noted and shall notify the Owner upon the completion of such work. When inspection by the Owner's authorized representatives shows the work to be complete in accordance with the Contract, application for final payment may be made.

- 7.8 RELEASE OF LIENS: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete and notarized release of all liens arising out of this Contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that so far as he had knowledge of information the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.
- 7.9 USE OR PARTIAL PAYMENT NOT ACCEPTANCE: It is agreed that this is an entire contract for one whole and complete work or result and that neither the Owner's entrance upon or use of the Work or any part thereof nor any partial payments by the Owner shall constitute an acceptance of the Work or any part thereof before its entire completion and final acceptance.
- 7.10 PAYMENT FOR UNCORRECTED WORK: Should the Owner direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the Uncorrected Work.
- 7.11 PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS: The removal of work and materials rejected in accordance with Subsection 4.3 entitled *CORRECTION OF WORK BEFORE COMPLETION* and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

Removal of rejected work or materials and storage of materials by the Owner, in accordance with Subsection 4.3 entitled *CORRECTION OF WORK BEFORE COMPLETION*, shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten (10) days' written notice being given by the Owner of his intent to sell the materials, the Owner may sell the materials at auction or at private sale and will pay the Contractor the net proceeds there from after deducting all the costs and expense that should have been borne by the Contractor.

- 7.12 PAYMENT FOR EXTRA WORK: Written notice of claims for payment for Extra Work shall be given by the Contractor within ten days after receipt of instructions from the Owner to proceed with the Extra Work and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and material shall

be submitted to the Owner. The Owner's order for Extra Work shall specify any extension of the Contract Time and shall be based on unit price(s) or a combination of unit price(s) as set forth in the Contract Documents within 20% of the original unit quantities. Any unit quantity greater than 20% of the original amount shall include a cost savings to the Owner based on economy of scale.

- 7.13 PAYMENT FOR WORK SUSPENDED BY THE OWNER: If the work or any part thereof shall be suspended by the Owner and abandoned by the Contractor as provided in Subsection 2.12 entitled *SUSPENSION OF WORK, TERMINATION, AND DELAY*, the Contractor will then be entitled to payment for all work done on the portions so abandoned, plus fifteen (15) percent of the value of the abandoned work to compensate for overhead, plant expense, and anticipated profit.
- 7.14 PAYMENT FOR WORK BY THE OWNER: The cost of the work performed by the Owner, in accordance with Subsection 2.10 entitled *OWNER'S RIGHT TO DO WORK*, shall be paid by the Contractor.
- 7.15 PAYMENT FOR WORK BY THE OWNER FOLLOWING TERMINATION OF CONTRACT BY OWNER: Upon termination of the Contract by the Owner in accordance with Subsection 2.11 entitled *OWNER'S RIGHT TO TERMINATE CONTRACT*, no further payment shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner.
- 7.16 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS: Samples furnished in accordance with Subsection 4.18 entitled *SAMPLES*, shall be furnished by the Contractor at his expense.
- 7.17 ACCEPTANCE AND FINAL PAYMENT: When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, he shall certify completion of the work to the Owner and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, and, upon acceptance by the Owner, the Owner will release the Contractor except as to ~~the conditions of the Performance Bond and the Payment Bond~~, any legal rights of the Owner, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the Contractor's final Request for Payment. The Contractor shall allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid.

- 7.18 ACCEPTANCE OF FINAL PAYMENT AS RELEASE: The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection

with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents ~~or the Performance Bond and the Payment Bond.~~

- 7.19 DELAYS AND DAMAGES: The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed by and between the Contractor and the Owner that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said Work within such time, the Owner may, by written notice to the Contractor and his Surety, terminate his right to proceed with the Work or such part of the work as to which there has been delay. In such event the Owner may take over the Work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the Work is terminated, he and his sureties shall be liable for any damage to the Owner resulting from his refusal or failure to complete the Work within the specified time.

If fixed and agreed liquidated damages are provided in the Contract and if the Owner so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable times may be required for final completion of the Work together with any increased costs occasioned the Owner in completing the Work.

If fixed and agreed liquidated damages are provided in the Contract, and if the Owner does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the Work is completed or accepted, provided that the Owner reserves the right to elect other remedies available at law or in equity in lieu of liquidated damages.

The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

- 7.19.1 The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, Acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

7.19.2 The Contractor, within ten (10) days from the beginning of any such delay (unless the Owner grants a further period of time before the date of final payment under the Contract), notifies the Owner in writing of the causes of delay.

As used in subparagraph I, above, the term *subcontractors or suppliers* means subcontractors or suppliers at any time.

The Engineer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in these General Conditions.

The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

(End of Section 01230)

SECTION 01232

SUPPLEMENTAL CONDITIONS

1. CONFLICT OR INCONSISTENCY: If there is any conflict or inconsistency between the provisions of the SUPPLEMENTAL CONDITIONS and the GENERAL CONDITIONS, the provisions of the SUPPLEMENTAL CONDITIONS shall prevail. If there is conflict between the provisions of the GENERAL CONDITIONS and any of the Contract Documents other than the SUPPLEMENTAL CONDITIONS, the provisions of the GENERAL CONDITIONS shall prevail.
2. CONFLICT OF INTEREST: No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiation, making, accepting, or approving any architectural, engineering, inspecting, construction, or material supply contract, or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner who is in any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.
3. CONTRACT MODIFICATION: All changes that affect the cost of the construction of the project must be authorized by means of a contract change order. All change orders and contract modifications must be approved by the Owner prior to becoming effective. The contract change order will include extra work, work for which quantities have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units that are different from those shown in the bidding schedule because of final measurements. All changes should be recorded on a contract change order as they occur so that they may be included in the partial payment estimate.
4. TRAFFIC & CONSTRUCTION REQUIREMENTS FOR STREETS AND WORK AREA
 - 4.1 Permissible working hours are Monday through Friday, 7:00 a.m. to 7:00 p.m. No work is permitted between Friday, 7:00 p.m. and Monday, 7:00 a.m.
 - 4.2 All excess materials shall be stored within the limits of the roadway or at a reasonably accessible staging area that will not delay progress of work. The material storage site is to be limited to that which is required for immediate work. Location and size of storage area must be approved by the Engineer.
 - 4.3 All impacted pavement markings shall be catalogued prior to the start of construction. It will be the responsibility of the contractor to see that any markings destroyed or removed by excavations are replaced. The materials and replacement of the pavement markings shall be in accordance with the South Carolina Department of Transportation requirements and approved by the City of Charleston Department of Traffic and Transportation.
5. TEN STATES STANDARDS: The horizontal and vertical separation of sewer lines and water mains must be in accordance with the *Ten States Standards*.
 - 5.1 Horizontal Separation: Whenever possible, sewers should be laid at least 10 feet, horizontally, from any existing or proposed water main. Should local conditions

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prevent a lateral separation of 10 feet, a sewer may be laid closer than 10 feet to a water main if one of the following conditions exists:

- 5.1.1 It is laid in a separate trench.
- 5.1.2 It is laid in the same trench with the water mains located at one side on a bench of undisturbed earth.
- 5.1.3 In either case, the elevation of the crown of the sewer is at least 18 inches below the invert of the water main.
- 5.2 Vertical Separation: Whenever sewers must cross under water mains, the sewer shall be laid at such an elevation that the top of the sewer is at least 18 inches below the bottom of the water main. When the elevation of the sewer cannot be buried to meet the above requirement, the water main shall be relocated to provide this separation, or reconstructed with slip-on or mechanical joint cast iron pipe, asbestos-cement pressure pipe or prestressed concrete cylinder pipe for a distance of 10 feet on each side of the sewer. One full length of water main should be centered over the sewer so that both joints will be as far from the sewer as possible.
- 5.3 Special Conditions: When it is impossible to obtain proper horizontal and vertical separation as stipulated above, the water main should be constructed of slip-on or mechanical-joint cast iron pipe, asbestos-cement pressure pipe, or prestressed concrete cylinder pipe and the sewer constructed of mechanical joint cast iron pipe, and both services should be pressure tested to assure water-tightness.
- 6. FEDERAL SAFE DRINKING WATER ACT: In accordance with Section 1417 of this Act, any pipe, solder, or flux used in the installation or repair of public water systems and plumbing used for drinking water, must be lead free. Lead free is defined as less than 0.2 percent lead in solder and flux and less than 8.0 percent lead in pipes and fittings. Leaded joints for the repair of cast iron pipes are not included. Lead shot and lead packers in well construction are no longer allowed.
- 7. WATER SUPPLY: It shall be the Contractor's responsibility to purchase and convey the necessary water to any location at which it is required on the project.
- 8. STATE AND LOCAL PERMITS, LICENSES, INSPECTIONS, CERTIFICATES: The Contractor shall obtain such required documents and pay the fees assessed for each division of work for which such permits, licenses, and inspections are required. The Contractor shall also obtain and pay the fees for general permits such as Building Permits and Certificate of Occupancy.
- 9. SIGNS: The Owner reserves the right to all advertising privileges about the job and no signs shall be posted by the Contractor anywhere on the premises without approval by the Owner except those signs, posters, or bulletins required by Federal, State, or local authorities.
- 10. OWNER'S INSURANCE AUTHORITY: During all phases of construction, the Contractor will be required to perform his operations so as to comply expeditiously with the recommendations of the Owner's Insurance Authority.

11. **PUBLICITY:** All prime contractors and their subcontractors shall submit to the Owner for approval all publicity items, including photographs, relating to the work of this project. Owner shall approve any and all material prior to release for publication.
12. **PROTECTION OF WORK:** The Contractor shall at all times, until final acceptance of the work, provide protection of the work, either new or previously existing, from all hazards involved in his operations. All damage suffered by any item of work, including, but not limited to, drains, curbs, doors, equipment, and structures, shall be repaired or the item shall be replaced prior to final acceptance.
13. **ELEVATION DATUM:** The datum adopted by the Engineer is **NAVD 1988**. All elevations shown on the Drawings or referred to in these specifications refer to this datum. Several benchmarks are indicated on the Drawings.
14. **OCCUPYING PRIVATE LAND:** The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, or materials, any land outside the rights-of-way of property of the Owner. A copy of the written consent shall be given to the Engineer.
15. **WORK CITY RIGHTS-OF-WAY:** Attention is directed to the fact that work will be going on in City rights-of-way. The Owner has obtained permission for the Contractor to encroach on these rights-of-way for work.

The Contractor will be required to conform to the requirements of the South Carolina Department of Transportation and the City of Charleston while working within the rights-of-way.

16. **WORK BEING PERFORMED NEAR WATER AND SEWER LINES:** The Contractor will inform the Commissioners of Public Works as to the areas where work is being performed. It is required of a Contractor to obtain permission from the Commissioners of Public Works where alterations to their system are required. All repairs and/or alterations to Commissioners of Public Works owned utilities shall conform to their construction standards and requirements, including work being performed by approved contractors.
17. **TRAFFIC CONTROL:** The Contractor will comply with the manual published by the South Carolina Department of Highways and Public Transportation entitled *Traffic Controls for Street and Highway Construction and Maintenance Operations, Part V, of the South Carolina Manual on Uniform Traffic Control Devices for Streets and Highways, 1982, 1992 Revision*. Provide traffic control as required and approved by the South Carolina Department Transportation and the City of Charleston.

Upon completion and acceptance of the work or as the need for temporary traffic control devices ceases, they shall be removed by the Contractor and shall remain the property of the Contractor.

The Contractor shall provide signs where warranted to maintain traffic or to call attention to conditions on, or adjacent to, the construction work. Such signs shall be removed when they are no longer required.

All traffic control and marking devices shall be in accordance with the provisions of the *State of South Carolina Uniform Manual on Traffic Control Devices*. Upon completion and acceptance of the work or as the need for temporary traffic control devices ceases, they shall be removed by the Contractor and shall remain the property of the Contractor.

18. LINES, GRADES, AND MEASUREMENTS: The Contractor shall employ, at his own expense, a competent civil engineer or land surveyor who shall be registered in South Carolina and who shall be thoroughly experienced in field layout work. Said Engineer shall establish all lines, elevations, reference marks, etc., needed by the Contractor during the progress of the work, and from time to time he shall verify such marks by instrument or by other appropriate means. The Owner's Engineer may waive the requirement for the Engineer to be registered in South Carolina upon a presentation of a resume, which is satisfactory. The waiving of this requirement may be revoked at any time by the Owner's Engineer.

The Contractor's Engineer responsible for lines and grades shall verify to the Owner in writing that work has been constructed to lines and grades as shown on the Drawings. This certification shall accompany each request for payment. The Owner's Engineer shall be permitted at any time to check the lines, elevations, reference marks, lasers, etc., set by the Engineer employed by the Contractor, and the Contractor shall correct any errors in lines, elevations, reference marks, lasers, etc., disclosed by such check. Such a check shall not be construed to be an approval of the Contractor's work and shall not relieve the Contractor of the responsibility for the accurate construction of the entire work.

The Contractor shall make all measurements and check all dimensions necessary for the proper construction of the work called for by the Drawings and Specifications. During the prosecution of the work, he shall make all necessary measurements to prevent misfitting in said work, and he shall be responsible therefore, and for the accurate construction of the entire work.

The Owner's Engineer shall have access to all field notes. Field notes will be recorded in bound field books, and copies given the Owner's Inspector at the close of each shift.

19. CITY BUSINESS LICENSE: The successful Bidder and all subcontractors will be required to obtain a business license from the City of Charleston prior to beginning work, if said Bidder does not have a current license.
20. UTILITY LOCATIONS: Prior to beginning any excavation, the Contractor shall notify all public utility companies and have their lines located and marked. The following is a list of utility companies and persons to be contacted for utility locations.

UTILITY SERVICE
OR FACILITY

Telephone, Electric, Gas,
Cable TV

Water & Sewer

PERSON TO CONTACT
(NAME, TITLE & PHONE NO.)

Palmetto Utility Production Service
1-888-721-7877
Call 3 days prior to digging

Charleston CWS
(843) 727-6800 (Ask for Service Department)
Will send field technician to locate

21. DANGER SIGNALS AND SAFETY DEVICES: The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades, and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner

Outfall Drainage Improvement Project – Sandcroft Drive

does not relieve the Contractor of any liability incurred under this Specifications or contract.

22. ARTIFACTS: Any historical artifacts that are unearthed during the excavation, removal, or construction of subsurface material are the property of the Owner and shall be immediately turned over. The contractor shall also immediately notify the Owner when items that could be construed as historical are unearthed. Excavation shall be stopped in the area until the Owner notifies the Contractor that excavation may proceed.
23. PAVEMENT GUARANTEE: The Contractor warrants to the Owner that all materials and workmanship furnished on roadways are guaranteed in accordance with the terms of the General Conditions, Section 4, General Guarantee, for a period of two (2) years. The Contractor will remedy any settlements or deficiencies of the pavement surface within this period.
24. CLEAN-UP FOLLOWING WORK: Contractor will expedite clean-up and restoration work as required by the Contract Drawings and Specifications. To the maximum extent possible, roadways, drives, drainage ditches, and structures will be restored immediately after the work is complete. The restoration or replacement of public or private property should be scheduled as a top priority work item in the execution of this project.
25. PRE-CONSTRUCTION CONFERENCE: Prior to construction, a pre-construction conference will be held with representatives of the Owner, Contractor, and the Engineer.
26. PERFORMANCE STANDARDS: Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws, or regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor, or any of their Consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, or any of Owner's Consultants, agent, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work. Where specific standards are not given for materials or installation, the provisions of the South Carolina Department of Transportation standard specifications for highway construction (2000 edition) will apply.
27. AS-BUILT DRAWINGS: The Contractor shall, upon completion of the work, furnish to the Owner, a marked set of reproducible drawings showing the field changes affecting the work, as actually installed and as specified under those sections of the specifications, and deliver them to the Owner. The Owner will furnish sufficient prints to the Contractor for marking, free of cost.
28. SPECIFICATIONS AND DRAWINGS: The following Drawings and Specifications form a part of this Contract as set forth in Paragraph 1.1, Section 01230, GENERAL CONDITIONS. The Drawings bear the general designation:

THE DRAWINGS ARE LISTED AS FOLLOWS

<u>Sheet No.</u>	<u>Title</u>
1	Vicinity Map
2	Inset Map
3	Plan View

Outfall Drainage Improvement Project – Sandcroft Drive

- 4 Project Footprint
- 5 Profile View
- 6 Typical Section

THE TECHNICAL SPECIFICATIONS

Latest SCDOT specifications.

PERMITS

USACE General Permit # SAC-RGP-23 Stormwater Conveyance General Permit
South Carolina Department of Environmental Services # BCM05653

(End of Section 01232)

SANDCROFT OUTFALL CLEANING PROJECT

**SECTION 01234 CITY OF CHARLESTON LOCAL VENDOR RECOGNITION
AFFIDAVIT**

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

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

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

BUSINESS NAME: _____

CHARLESTON STREET ADDRESS: _____

SIGNATURE: _____ TITLE: _____

By: _____
(Print Name)

Sworn to and subscribed before me at _____,
State of _____, this _____ day of _____, 20____.

_____(SEAL)
Notary Public for _____
My Commission Expires _____



SC DEPARTMENT of
**ENVIRONMENTAL
SERVICES**

January 6, 2025

Matthew Fountain
2 George Street
Charleston, SC 29403

9489 0090 0027 6372 8353 14

Re: BCM05653

Dear Matthew Fountain:

The Bureau of Coastal Management (the Department) has reviewed your application to re-establish the original drainage channel from the outfall located at Sandcroft Drive, Charleston, Charleston County, South Carolina and has issued a permit for this work. You should carefully read the description of the authorized project and special conditions that have been placed on the permit, as these conditions may modify the permitted activity. In addition, there are a series of general conditions that should be reviewed. The original and one photocopy of the permit, as issued, are enclosed. After carefully reading the permit, if you wish to accept the permit as issued, sign and date in the signature block entitled "PERMITTEE" on the original version of the permit and **return it to this Department. Keep the photocopy for your records.**

PLEASE READ CAREFULLY: You are required to sign and return the original version of your permit to this Department **within thirty (30) days of issuance.** S.C. Code Ann. § 48-6-30(D)(2) provides, "Within thirty calendar days after the mailing of a decision [pursuant to S.C. Code Ann. § 48-6-30(D)(1)], an applicant, permittee, licensee, certificate holder, or affected person desiring to contest the department decision may request a contested case hearing before the Administrative Law Court, in accordance with the Administrative Procedures Act."

In order to request a construction placard, please submit a critical area placard request through ePermitting. You must send in this request before the time you wish to start construction. At that time a construction placard will be sent to you to post at the construction site.

PLEASE NOTE: You are not authorized to commence work under the permit until we have received the original version of the entire permit signed and accepted by you, and a construction placard has been issued and posted at the construction site. The receipt of this permit does not relieve you of the responsibility of acquiring any other federal or local permits that may be required. Please return the signed permit to the following address:

SCDES Bureau of Coastal Management
1362 McMillan Ave, Suite 400
Charleston, SC29405

Sincerely,


Jacqueline A. Adams

Project Manager
Critical Area Permitting Section

**SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES
BUREAU OF COASTAL MANAGEMENT**

**STORMWATER CONVEYANCE SYSTEMS
GENERAL PERMIT**

Permittee: Matthew Fountain

Permit Number: BCM05653

Date of Issuance: January 6, 2025

Expiration Date: January 6, 2030

Location: On and adjacent to Cooper River at approximately 250 feet west of the intersection of Ashley Hall Road and Sandcroft Drive, (32.818591 °N, -80.024441 °W), Charleston, Charleston County, South Carolina.

**SEE SPECIAL
CONDITION(S)**

This permit is issued under the S.C. Coastal Zone Management Act of 1977 and the Final Rules and Regulations of SCDES BCM. **Please carefully read the project description and any special conditions that may appear on this permit/certification as they will affect the work that is allowed and may modify the work from that shown on the submitted plans. All special conditions attached to the permit will take precedent over submitted plans.** If no special conditions have been placed on this permit, then the work is authorized as described in the project description and as modified by the general conditions. The general conditions are also a part of this permit and should be read in their entirety.

DESCRIPTION OF PROJECT:

The plans submitted by you, attached hereto, show the authorized work consists of: Approximately 183 linear feet of the original drainage channel to be excavated to re-establish positive drainage. The excavated channel will be approximately 6 to 12-inches deep from the existing grade and will have a 12-inch wide bottom with 1: 1 slope. This permit has been approved as stated, subject to the following conditions.

SPECIAL CONDITIONS:

1. All work must be constructed in accordance with GP-2022-SW11-3 listed in "Attachment A."
2. All work must comply with special conditions listed in "Attachment A."

PERMITTEE'S ATTENTION IS DIRECTED TO GENERAL CONDITIONS NUMBERS FOUR (4) AND FIVE (5). BY ACCEPTANCE OF THIS PERMIT, PERMITTEE IS PLACED ON NOTICE THAT THE STATE OF SOUTH CAROLINA, BY ISSUING THIS PERMIT, DOES NOT WAIVE ITS RIGHTS TO REQUIRE PAYMENT OF A REASONABLE FEE FOR USE OF STATE LANDS AT A FUTURE DATE IF SO DIRECTED BY STATUTE.

THE PERMITTEE, BY ACCEPTANCE OF THIS PERMIT AGREES TO ABIDE BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND TO PERFORM THE WORK IN STRICT ACCORDANCE WITH THE PLANS AND SPECIFICATIONS ATTACHED HERETO AND MADE A PART HEREOF. ANY DEVIATION FROM THESE CONDITIONS, TERMS, PLANS, AND SPECIFICATIONS SHALL BE GROUNDS FOR REVOCATION, SUSPENSION OR MODIFICATION OF THIS PERMIT AND THE INSTITUTION OF SUCH LEGAL PROCEEDINGS AS SCDES BCM MAY CONSIDER APPROPRIATE.

BCM05653

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE)
Matthew Fountain

(DATE)

This permit becomes effective when the State official, designated to act for the Bureau of Coastal Management, has signed below.



(CRITICAL AREA PROJECT MANAGER)
Jacqueline A Adams
Other Authorized State Official



(DATE)

**SEE SPECIAL
CONDITION(S)**

SEE SPECIAL CONDITION(S)

GENERAL CONDITIONS:

This construction and use permit is expressly contingent upon the following conditions which are binding on the permittee:

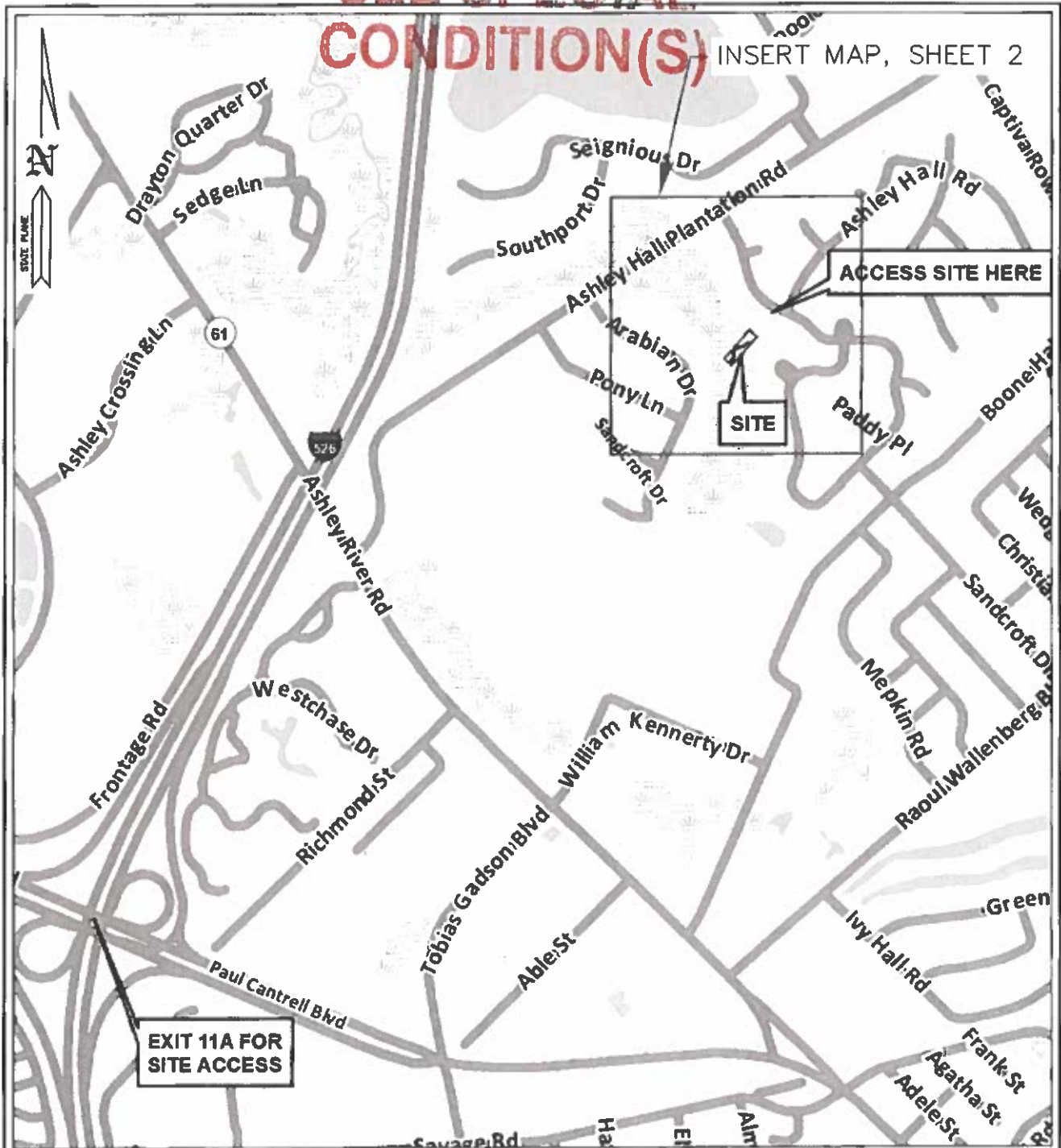
1. The permittee, in accepting this permit, covenants and agrees to comply with and abide by the provisions and conditions herein and assumes all responsibility and liability and agrees to save BCM and the State of South Carolina, its employees or representatives, harmless from all claims of damage arising out of operations conducted pursuant to this permit.
2. If the activity authorized herein is not constructed or completed within one year of the date of issuance, this permit shall automatically expire. A request, in writing, for an extension of time shall be made not less than thirty days prior to the expiration date.
3. All authorized work shall be conducted in a manner that minimizes any adverse impact on fish, wildlife and water quality.
4. This permit does not relieve the permittee from the requirements of obtaining a permit from the U. S. Army Corps of Engineers or any other applicable federal agency, nor from the necessity of complying with all applicable local laws, ordinances, and zoning regulations. This permit is granted subject to the rights of the State of South Carolina in the navigable waters and shall be subject, further, to all rights held by the State of South Carolina under the public trust doctrine as well as any other right the State may have in the waters and submerged lands of the coast.
5. This permit does not convey, expressly or impliedly, any property rights in real estate or material nor any exclusive privileges; nor does it authorize the permittee to alienate, diminish, infringe upon or otherwise restrict the property rights of any other person or the public; nor shall this permit be interpreted as appropriating public properties for private use.
6. The permittee shall permit BCM or its authorized agents or representatives to make periodic inspections at any time deemed necessary in order to ensure that the activity being performed is in accordance with the terms and conditions of this permit.
7. Any abandonment of the permitted activity will require restoration of the area to a satisfactory condition as determined by BCM.
8. This permit may not be transferred to a third party without prior written notice to BCM, either by the transferee's written agreement to comply with all terms and conditions of this permit or by the transferee subscribing to this permit and thereby agreeing to comply.
9. If the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and special signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.
10. The permit construction placard or a copy of the placard shall be posted in a conspicuous place at the project site during the entire period of work.
11. The structure or work authorized herein shall be in accordance with the permit, as issued, and shall be maintained in good condition. Failure to build in accordance with the permit, as issued, or failure to maintain the structure in good condition, shall result in the revocation of this permit.

12. The authorization for activities or structures herein constitutes a revocable license. BCM may require the permittee to modify activities or remove structures authorized herein if it is determined by BCM that such activity or structures violates the public's health, safety, or welfare, or if any activity is inconsistent with the public trust doctrine. Modification or removal under this condition shall be ordered only after reasonable notice stating the reasons therefore and provision to the permittee of the opportunity to respond in writing. When the Permittee is notified that BCM intends to revoke the permit, Permittee agrees to immediately stop work pending resolution of the revocation.
13. BCM shall have the right to revoke, suspend, or modify this permit in the event it is determined the permitted structure (1) significantly impacts the public health, safety and welfare, and/or is violation of Section 48-39-150, (2) adversely impacts public rights, (3) that the information and data which the permittee or any other agencies have provided in connection with the permit application is either false, incomplete or inaccurate, or (4) that the activity is in violation of the terms and/or conditions, including any special conditions of the permit. That the permittee, upon receipt of BCM's written intent to revoke, suspend, or modify the permit has the right to a hearing. Prior to revocation, suspension, or modification of this permit, BCM shall provide written notification of intent to revoke to the permittee, and permittee can respond with a written explanation to BCM. (South Carolina Code Section 1-23-370 shall govern the procedure for revocation, suspension or modification herein described).
14. Any modification, suspension or revocation of this permit shall not be the basis of any claim for damages against BCM or the State of South Carolina or any employee, agent, or representative of BCM or the State of South Carolina.
15. All activities authorized herein shall, if they involve a discharge or deposit into navigable waters or ocean waters, be at all times consistent with all applicable water quality standards, effluent limitations and standards of performance, prohibitions, and pretreatment standards established pursuant to applicable federal, state and local laws.
16. Extreme care shall be exercised to prevent any adverse or undesirable effects from this work on the property of others. This permit authorizes no invasion of adjacent private property, and BCM assumes no responsibility or liability from any claims of damage arising out of any operations conducted by the permittee pursuant to this permit.

**SEE SPECIAL
CONDITION(S)**

**SEE SPECIAL
CONDITION(S)**

INSERT MAP, SHEET 2



**SANDCROFT DRIVE OUTFALL RE-ESTABLISHMENT PROJECT
VICINITY MAP**

NO.	REVISED	BY

DRAWN BY: MMW
CHECKED : BLS



APPLICANT: CITY OF CHARLESTON
DEPARTMENT OF STORMWATER MANAGEMENT
2 GEORGE STREET, CHARLESTON, SC 29401-3506
RICE HOLLOW & ASHLEY HALL PLANTATION NEIGHBORHOOD
CITY OF CHARLESTON
CHARLESTON COUNTY, SC

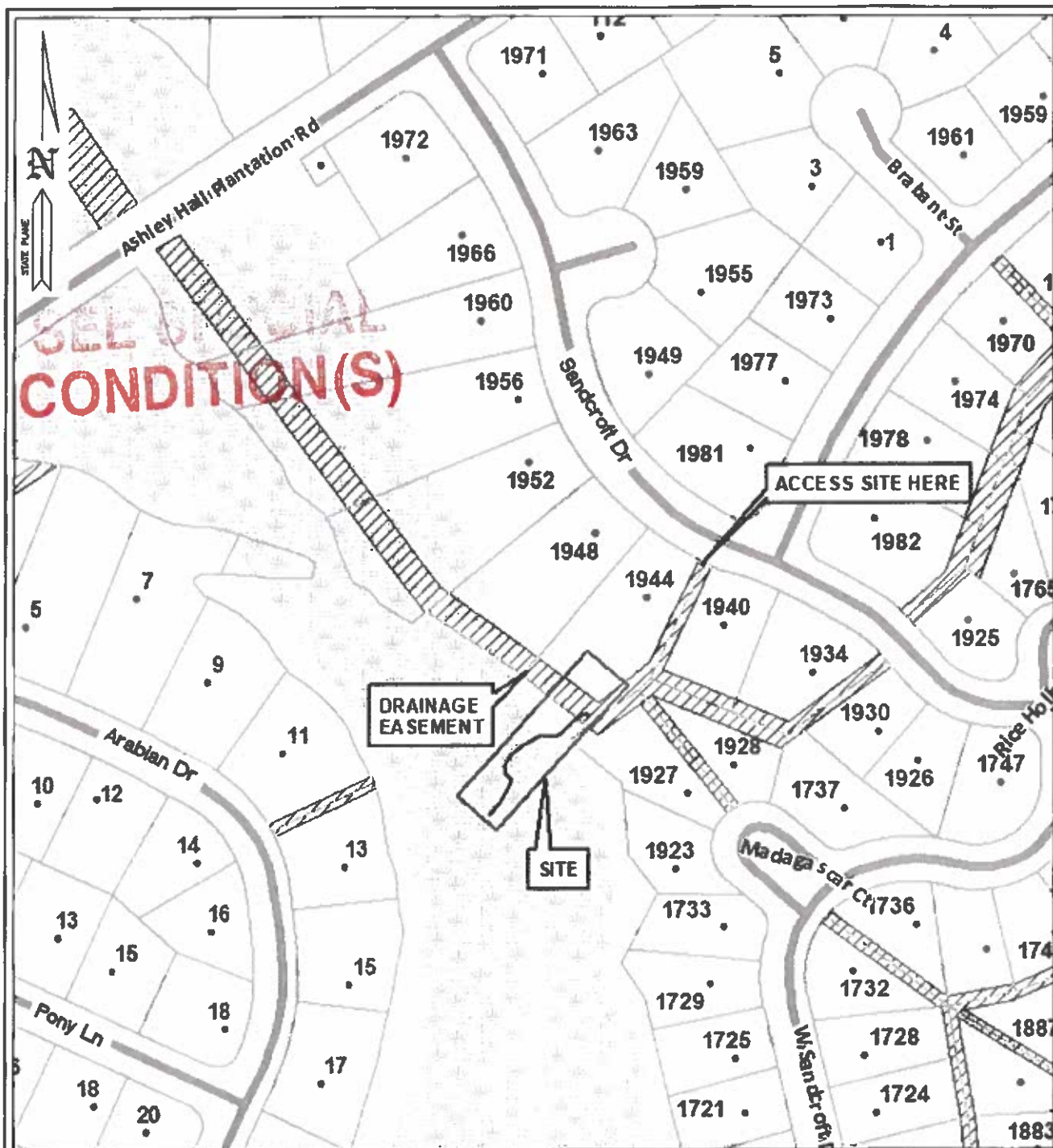
APPROVED

BENJAMIN L. SMITH, P.E.
Project Manager

DATE: 9/17/2024

SCALE: N.T.S.

PAGE No: 6



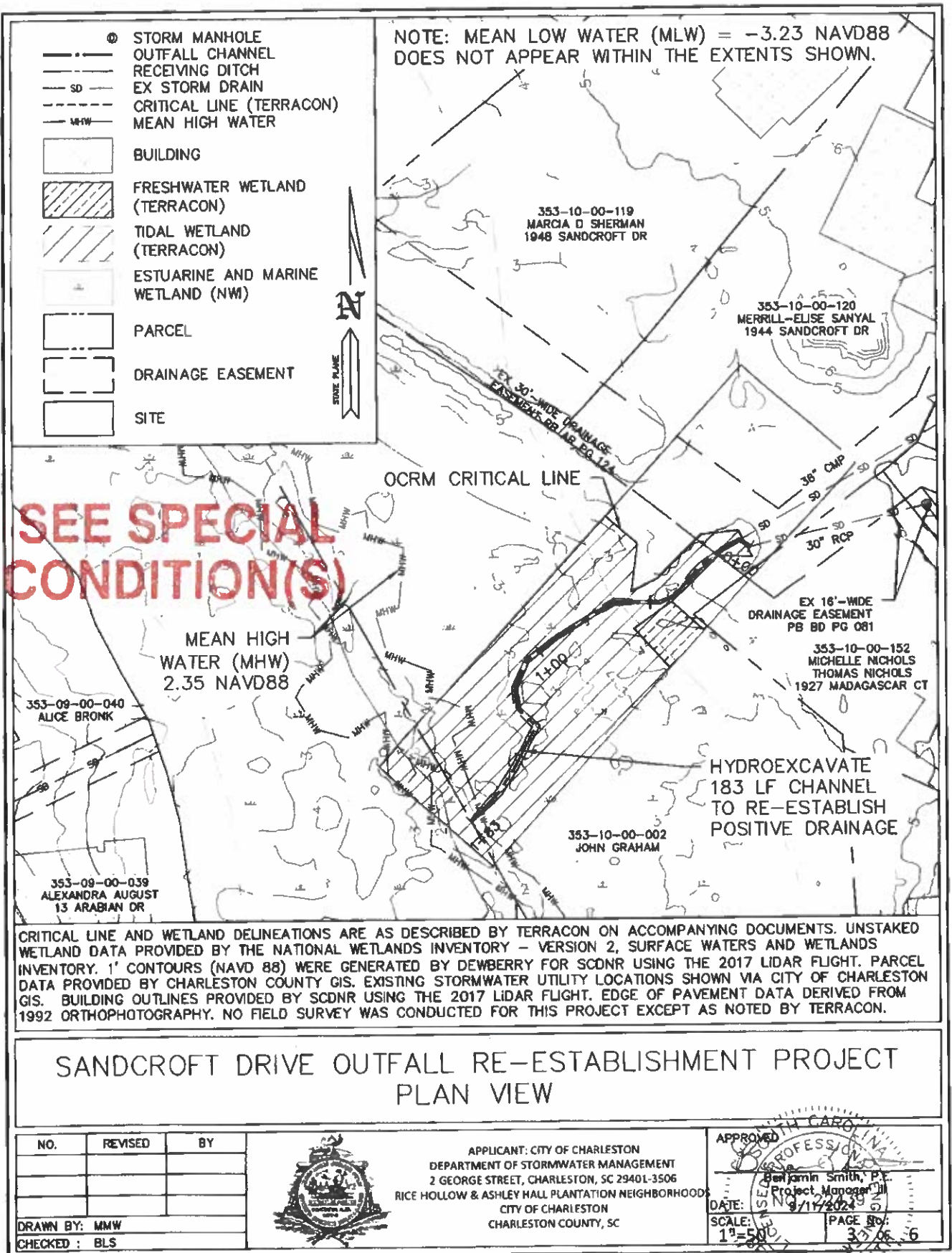
SANDCROFT DRIVE OUTFALL RE-ESTABLISHMENT PROJECT INSET MAP

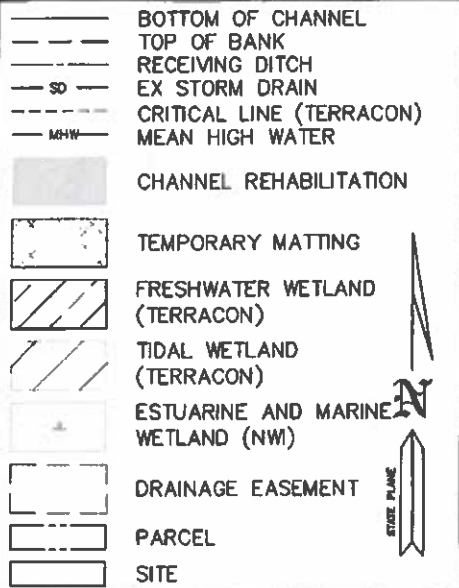
NO.	REVISED	BY
DRAWN BY: MMW		
CHECKED : BLS		



APPLICANT: CITY OF CHARLESTON
 DEPARTMENT OF STORMWATER MANAGEMENT
 2 GEORGE STREET, CHARLESTON, SC 29401-3506
 RICE HOLLOW & ASHLEY HALL PLANTATION NEIGHBORHOODS
 CITY OF CHARLESTON
 CHARLESTON COUNTY, SC

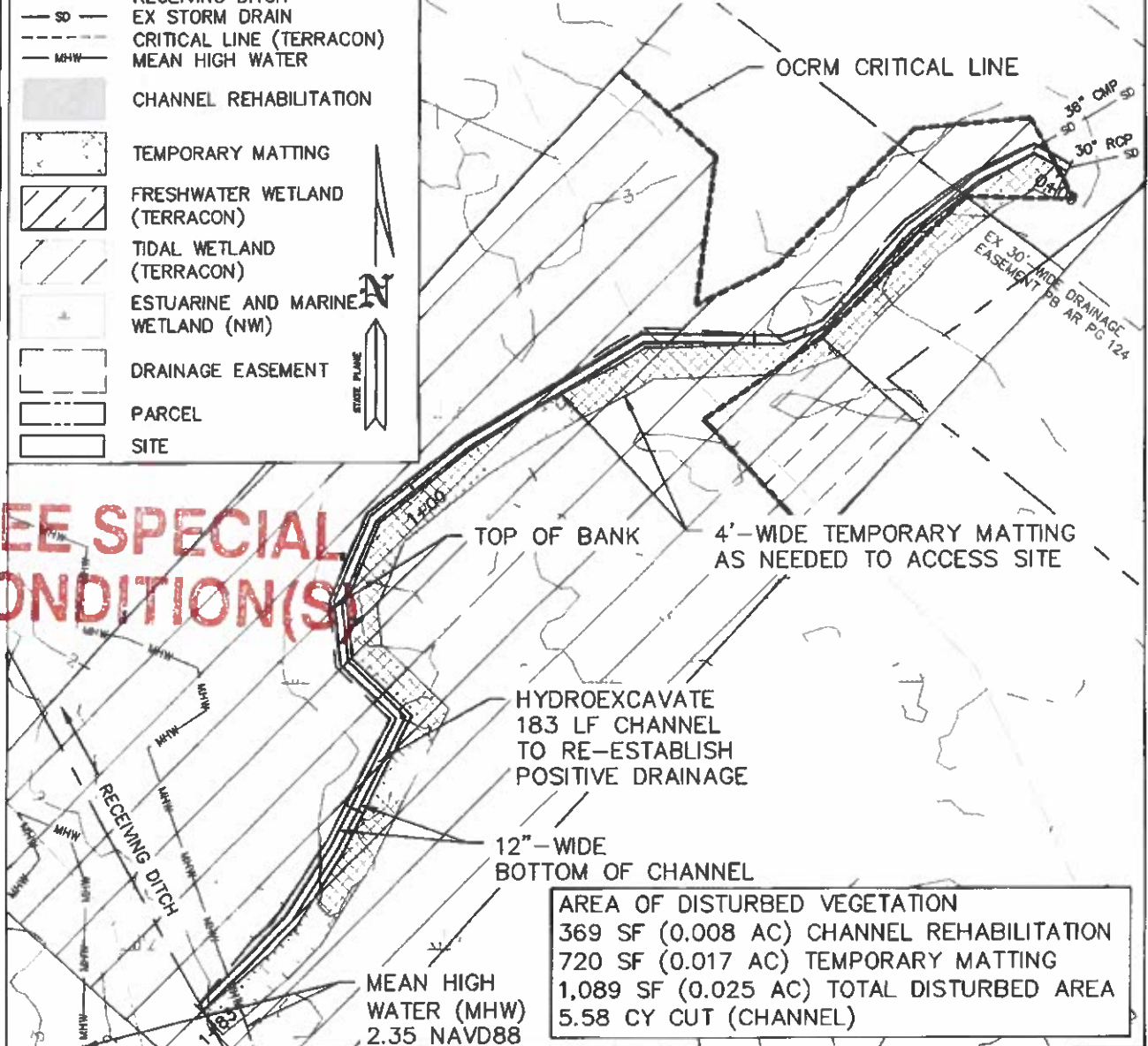
APPROVED	
DATE: 9/11/2024	PAGE 80: 6
SCALE: N.T.S.	





NOTE: MEAN LOW WATER (MLW) = -3.23 NAVD88 DOES NOT APPEAR WITHIN THE EXTENTS SHOWN.

SEE SPECIAL CONDITION(S)



AREA OF DISTURBED VEGETATION
 369 SF (0.008 AC) CHANNEL REHABILITATION
 720 SF (0.017 AC) TEMPORARY MATTING
 1,089 SF (0.025 AC) TOTAL DISTURBED AREA
 5.58 CY CUT (CHANNEL)

CRITICAL LINE AND WETLAND DELINEATIONS ARE AS DESCRIBED BY TERRACON ON ACCOMPANYING DOCUMENTS. UNSTAKED WETLAND DATA PROVIDED BY THE NATIONAL WETLANDS INVENTORY - VERSION 2, SURFACE WATERS AND WETLANDS INVENTORY. 1' CONTOURS (NAVD 88) WERE GENERATED BY DEWBERRY FOR SCDNR USING THE 2017 LIDAR FLIGHT. PARCEL DATA PROVIDED BY CHARLESTON COUNTY GIS. EXISTING STORMWATER UTILITY LOCATIONS SHOWN VIA CITY OF CHARLESTON GIS. BUILDING OUTLINES PROVIDED BY SCDNR USING THE 2017 LIDAR FLIGHT. EDGE OF PAVEMENT DATA DERIVED FROM 1992 ORTHOPHOTOGRAPHY. NO FIELD SURVEY WAS CONDUCTED FOR THIS PROJECT EXCEPT AS NOTED BY TERRACON.

SANDCROFT DRIVE OUTFALL RE-ESTABLISHMENT PROJECT PROJECT FOOTPRINT

NO.	REVISED	BY

DRAWN BY: MMW
 CHECKED: BLS



APPLICANT: CITY OF CHARLESTON
 DEPARTMENT OF STORMWATER MANAGEMENT
 2 GEORGE STREET, CHARLESTON, SC 29401-3506
 RICE HOLLOW & ASHLEY HALL PLANTATION NEIGHBORHOODS
 CITY OF CHARLESTON
 CHARLESTON COUNTY, SC

APPROVED

Benjamin Smith, P.E.
Project Manager

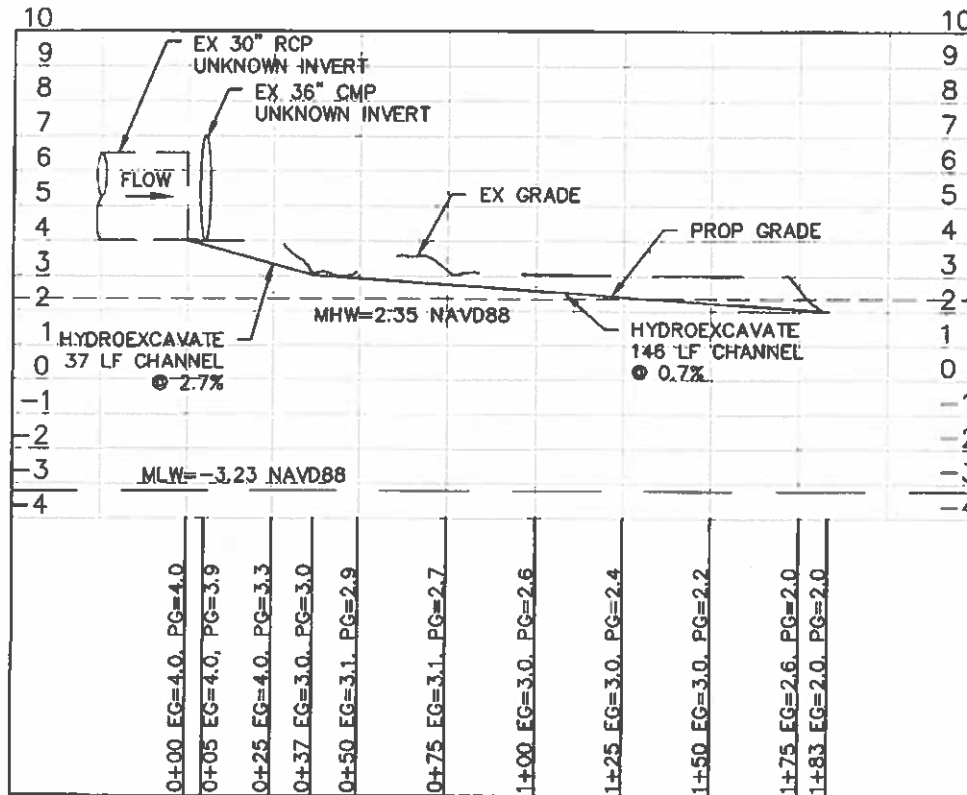
DATE: 9/17/2024

SCALE: 1" = 200'

PAGE No: 6

8 of 11

Sandcroft Drive Outfall Profile



NOTE: DATUM FROM NOAA STATION 8665101, COSGROVE BRIDGE, ASHLEY RIVER SC

**SEE SPECIAL
CONDITION(S)**



SCALE IN FEET
HORIZONTAL SCALE: 1" = 50'



SCALE IN FEET
VERTICAL SCALE: 1" = 5'

SANDCROFT DRIVE OUTFALL RE-ESTABLISHMENT PROJECT PROFILE VIEW

NO.	REVISED	BY

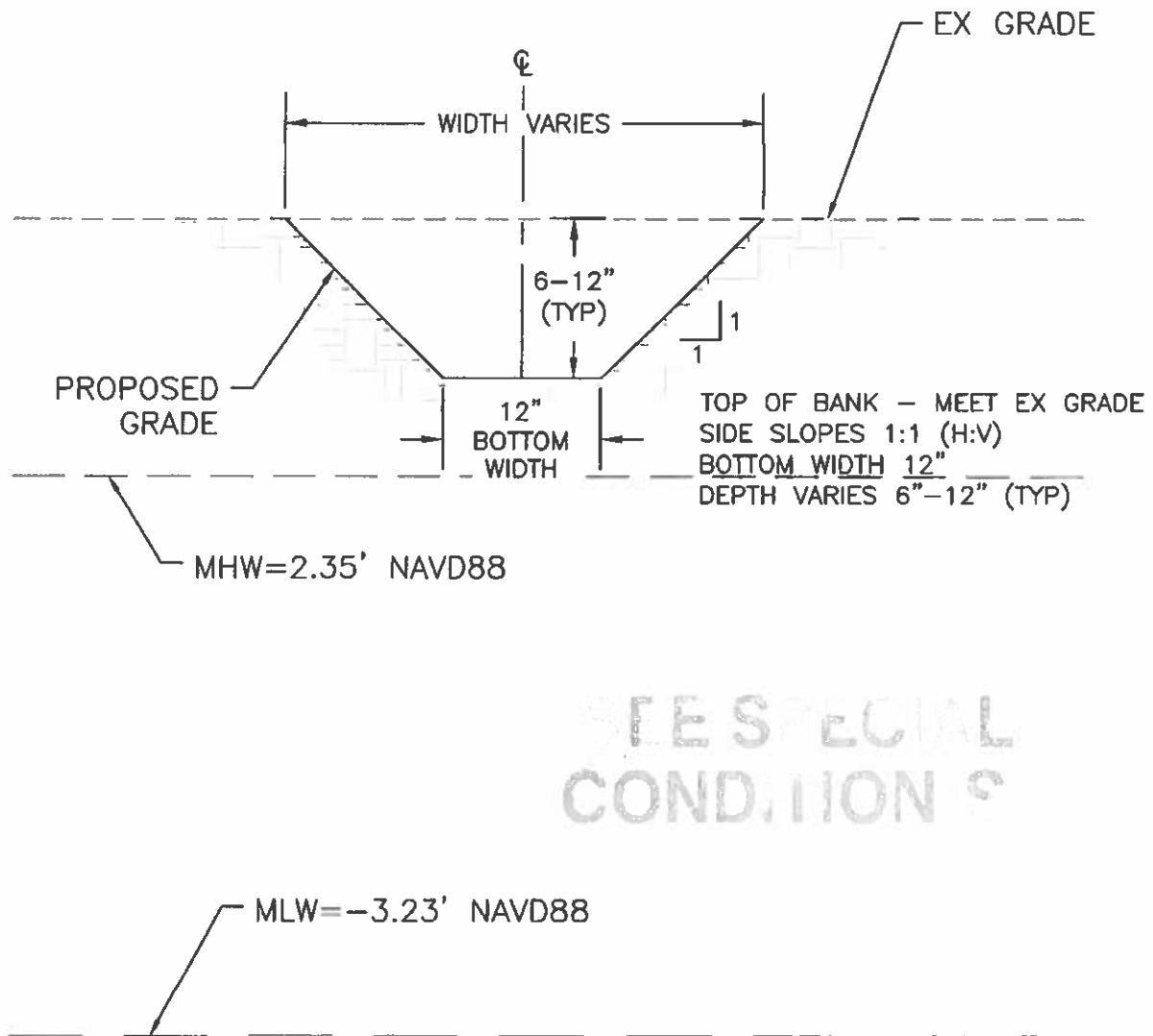
DRAWN BY: MMW
CHECKED: BLS



APPLICANT: CITY OF CHARLESTON
DEPARTMENT OF STORMWATER MANAGEMENT
2 GEORGE STREET, CHARLESTON, SC 29401-3506
RICE HOLLOW & ASHLEY HALL PLANTATION NEIGHBORHOODS
CITY OF CHARLESTON
CHARLESTON COUNTY, SC

APPROVED: *[Signature]*
Benjamin Smith, P.E.
Project Manager
DATE: 8/17/2017
SCALE: 1" = 50'
PAGE No: 6

90f11



SEE SPECIAL
CONDITIONS

NOTE: ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION WHERE APPLICABLE.

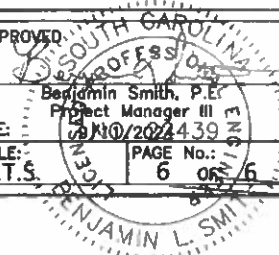
SANDCROFT DRIVE OUTFALL RE-ESTABLISHMENT PROJECT TYPICAL SECTION

NO.	REVISED	BY

DRAWN BY: MMW
CHECKED: BLS



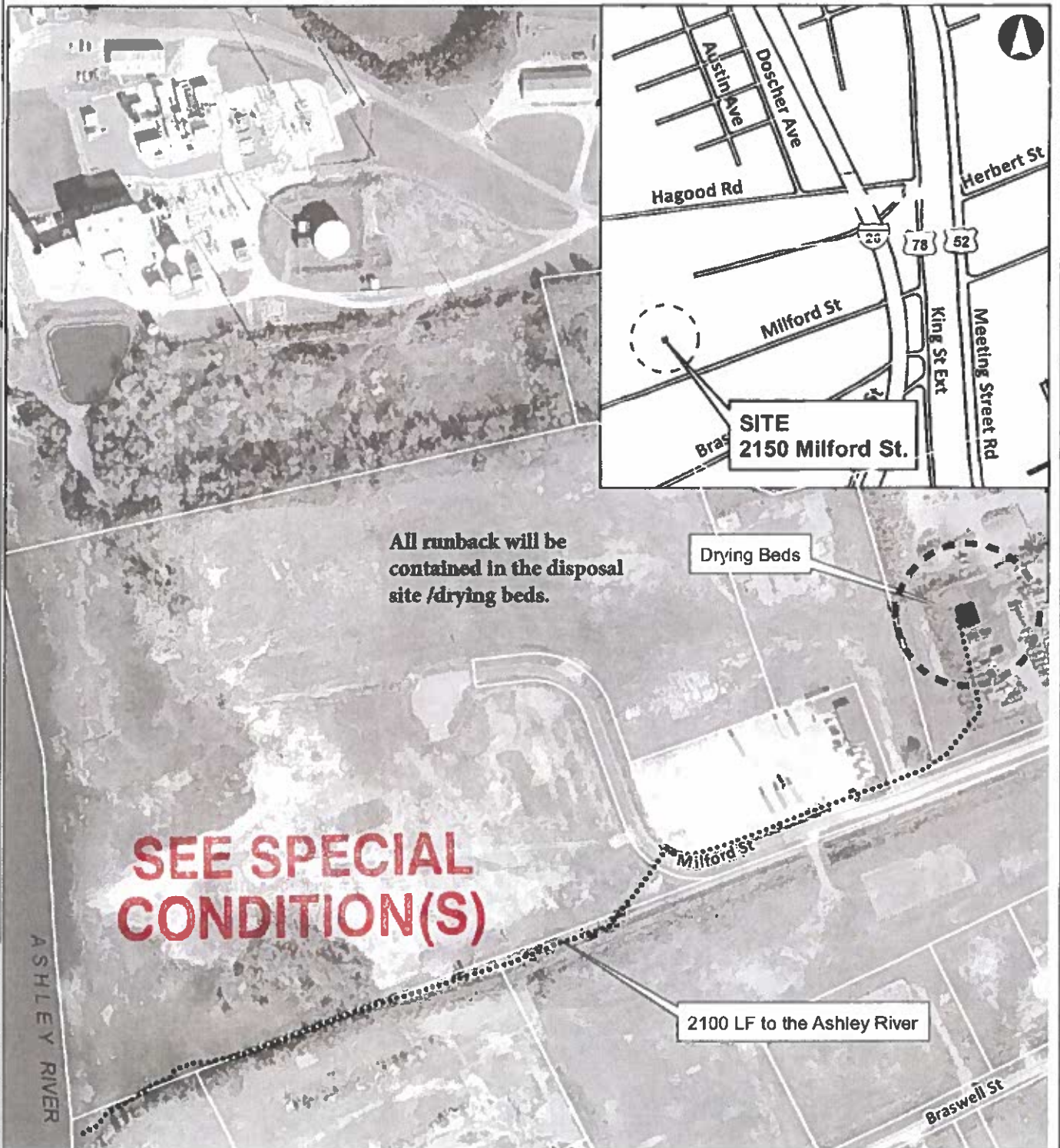
APPLICANT: CITY OF CHARLESTON
DEPARTMENT OF STORMWATER MANAGEMENT
2 GEORGE STREET, CHARLESTON, SC 29401-3506
RICE HOLLOW & ASHLEY HALL PLANTATION NEIGHBORHOODS
CITY OF CHARLESTON
CHARLESTON COUNTY, SC

APPROVED: 

Benjamin Smith, P.E.
Project Manager III

DATE: 10/20/24
SCALE: N.T.S.
PAGE No.: 6 OF 6

Figure 8
Milford Street Drying Beds



City of Charleston
Department of Public Service
Engineering Division
2 George St, Suite 2100
Charleston, SC 29403
www.charleston-sc.gov

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1 inch = 250 feet

Date: 3/15/2019

Important Disclaimer / Notice
The City of Charleston makes no warranty, representation, or guarantee as to the content, sequence, accuracy, timeliness, or completeness of any information provided herein or derived from the mapping data for any reason. The City of Charleston explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. The user knowingly waives any and all claims for damages against any and all of the entities comprising the City of Charleston that may arise from the mapping data.

11 of 11

Attachment A

This General Permit is issued under the provisions of S. C. Code Ann. Section 48-39-10, et seq., and 23A S.C. Code Ann. Regs. 30-1 through 30-18 (Supp. 2005) and 25A S.C. Code Ann. Regs. 61-101 (Supp. 2005), *et seq* and the South Carolina Coastal Zone Management Program (CMP). This Critical Area General Permit serves as the Coastal Zone Consistency Certification and 401 Water Quality Certification. As required by Section 48-39-10, R.30-1 through R.30-18 and R.61-101, and the CMP, Department staff have reviewed the description of work that would be allowed under this General Permit and determined there is a reasonable assurance projects obtaining individual coverage under this General Permit will be conducted in a manner consistent with Certification requirements of Section 401 of the Clean Water Act, Certification requirements of the CMP, the statutory requirements of the Coastal Tidelands and Wetlands Act and the regulatory requirements of the Critical Area Permitting Regulations. Permittees will be required to adhere to all conditions set forth under the General Permit. Please carefully read the project description and special conditions which appear under this General Permit because they will affect the scope of work that is allowed. General conditions are also a part of this General Permit and should be read in their entirety.

This General Permit (GP) is available to State Agencies, County Governments and Local Municipalities to conduct activities required for the re-establishment, improvement or maintenance of existing maintained and non-maintained public stormwater conveyance systems in the tidelands critical area, provided they meet the terms and conditions described herein. The purpose of this GP is to provide a simplified and expeditious means to authorize routine public stormwater conveyance projects undertaken by State Agencies, County Governments and Local Municipalities that are similar in nature and result in only minimal impacts to the tidelands critical areas within the State of South Carolina. The need and benefit of the authorized activities under this GP is to alleviate flooding by restoring functionality of existing maintained and non-maintained stormwater conveyances which is in the public interest.

I. Description of Authorized General Permit(s)

General Permits for Public Stormwater Conveyance System Projects		
GP #	Activity	Type of Project
GP-2022-SWI1	Excavation and Dredging for the Re-Establishment of Non-Maintained Stormwater Conveyances	Improvement
GP-2022-SWI2	Expansion and Maintenance Dredging of Existing, Maintained Stormwater Conveyances	Expansion/Improvement
GP-2022-SWI3	Installation and Replacement of New and Existing Water Control Structures, Pipes and Culverts (additions, replacements, extensions)	New/Improvement

SPECIAL NOTE: In general, the *cumulative loss of tidelands critical area and/or the conversion of vegetated tidelands* resulting from activities authorized by this General Permit within a *geographic project area* is limited to 3-acres. Additional activity-specific limitations are described below in Sections II (1-3) and Section III (Special Conditions).

1. GP-2022-SWI1 Excavation and Dredging for Re-Establishment of Non-Maintained Stormwater Conveyances.

Activities required for the re-establishment of non-maintained stormwater conveyances which require excavation/dredging in the tidelands critical area is authorized under this General Permit. Permanent impacts to vegetated tidelands critical area are not to exceed 0.25 acre per stormwater conveyance. The conversion of more than 0.1 acre of vegetated tidelands critical area will require compensatory mitigation (as described in section I(9) above). Documentation that the stormwater conveyance existed must be submitted to the SCDHEC OCRM. Documentation may be submitted in the form of a copy of the original plans and/or previous permit with permit drawings. If not available, please provide documentation that the stormwater conveyance previously existed (e.g., site photos, historical aerials/imagery, etc.)

Authorized activities include the excavation/dredging of material to re-establish the original dimensions of non-maintained stormwater conveyance systems. The gradient/bottom elevation of each excavated/dredged stormwater conveyance must follow the natural gradient/slope of the surrounding substrate of the *tidal waters* from the beginning of the stormwater conveyance to the receiving waterbody(ies) to ensure positive flow. Over excavation/dredging of each stormwater conveyance is not authorized.

Side casting of and/or thin layer placement of the excavated/dredged material into tidelands critical area is not authorized by this General Permit. Disposal of the excavated/dredged material must occur in an authorized onsite or offsite upland location.

This GP authorizes temporary structures such as coffer dams, fills, and work necessary to conduct construction activities, in accordance with all terms and conditions listed herein to ensure the project results in only minimal impacts within the project area, as well as to adjacent properties. Temporary impacts, as described above, that are necessary to conduct the activities included in this GP are not included in the threshold of impacts as long as the temporary structure or fill is removed, and the area is returned to pre-project conditions when the work is completed. Photographic monitoring will be required to ensure the recovery of temporary impacted areas.

2. GP-2022-SWI2 Expansion and Improvement of Existing, Maintained Stormwater Conveyances

Activities required for the maintenance, expansion and improvement of existing functional stormwater conveyances which require excavation/dredging in the tidelands critical area is authorized under this General Permit. There is no limit per conveyance for the maintenance excavation/dredging of existing stormwater conveyances that are un-vegetated tidelands critical area. Permanent impacts to vegetated tidelands critical area are not to exceed 0.25 acre per

stormwater conveyance. The conversion of more than 0.1 acre of vegetated tidelands critical area will require compensatory mitigation (as described in section I(9) above).

Authorized activities include expansion and removal of accumulated sediment of currently serviceable and functional stormwater conveyances. Expansion activities may include widening, lengthening, and/or deepening the existing maintained stormwater conveyance. The gradient/bottom elevation of each excavated/dredged stormwater conveyance must follow the natural gradient/slope of the surrounding substrate of the *tidal waters* from the beginning of the stormwater conveyance to the receiving waterbody(ies) to ensure positive flow. Over excavation/dredging of each stormwater conveyance is not authorized.

Side casting of and/or thin layer placement of the excavated/dredged material into tidelands critical area is not authorized by this General Permit. Disposal of the excavated/dredged material must occur in an authorized onsite or offsite upland location.

This GP authorizes temporary structures, fills, and work necessary to conduct construction activities, in accordance with all terms and conditions listed herein to ensure the project results in only minimal impacts within the project area. Temporary impacts, as described above, that are necessary to conduct the activities included in this GP are not included in the threshold of impacts as long as the temporary structure or fill is removed and the area is returned to pre-project conditions when the work is completed. Photographic monitoring will be required to ensure the recovery of temporary impacted areas.

3. GP-2022-SWI3 Installation of New Water Control Structures, Replacement, Extension and Repair of Existing Water Control Structures, Pipes and Culverts.

Activities required for the installation of new water control structures, replacement, extension and repair of existing water control structures, pipes and culverts associated with existing stormwater conveyances and roadway crossings which require excavation/dredging or fill in the tidelands critical area are authorized under this General Permit. Permanent impacts to vegetated tidelands critical area are not to exceed to 0.25 acre per stormwater management feature. There is no limit per water control structure (WCS), pipe or culvert for the removal of accumulated sediment and or debris from WCS, pipes or culverts provided 1) the removal is the minimum amount necessary to restore the flow to and from the structure; AND 2) the removal area is un-vegetated tidelands critical area. The conversion of more than 0.1 acre of vegetated tidelands critical area will require compensatory mitigation (as described in section I(9) above).

Authorized activities include the installation of new and/or replacement, extension and/or repair of existing WCS, pipes, culverts and associated rip-rap (or other erosion protection), wing walls, head walls, outfall aprons for the purposes of protecting areas around WCS, culverts and/or pipes.

Side casting of and/or thin layer placement of the excavated/dredged material into tidelands critical area is not authorized by this General Permit. Over excavation/dredging is not authorized.

The installation of a WCS, such as a tide gate or flap gate on the end of an outfall pipe to prevent or control the flow of tidal waters from entering the pipe may be authorized by this General Permit provided there are no tidelands critical area or tidal wetlands upstream of the activity. Installation of a WCS that prevents or controls the tidal flow from entering a pipe and reaching upstream tidelands critical areas or tidal wetlands is not authorized by this General Permit.

This GP authorizes temporary structures such as coffer dams, fills, and work necessary to conduct construction activities, in accordance with all terms and conditions listed herein to ensure the project results in only minimal impacts within the project area, as well as to adjacent properties. Temporary impacts, as described above, that are necessary to conduct the activities included in this GP are not included in the threshold of impacts as long as the temporary structure or fill is removed, and the area is returned to pre-project conditions when the work is completed. Photographic monitoring will be required to ensure the recovery of temporary impacted areas.

II. Special Conditions for All Activities Authorized by this General Permit:

1. Projects authorized and completed under each activity listed above (GP-2022-SWI1, GP-2022-SWI2 and GP-2022-SWI3) may be maintained without additional approval as long as work is limited to the original authorization and conducted prior to the expiration of the General Permit, GP-2022-SWI.
2. An NPDES Construction permit coverage letter and approved construction drawings must be obtained from DHEC Coastal Stormwater Permitting staff for any upland activities which are not considered maintenance or do not qualify for automatic permit coverage. Refer to the NPDES Construction General Permit for Stormwater Discharges from Construction Activities (NPDES CGP) for requirements related to any portions of the project proposed in upland areas.
3. To the extent feasible, the re-alignment of stormwater conveyances should avoid the more productive wetlands and shall make maximum use of existing deep-water channels to avoid unnecessary excavation. This GP does not authorize excavation or fill in natural tidal creeks or existing shellfish/oyster beds.
4. Side Casting and/or thin layer placement of excavated/dredged material into tidelands critical area is not authorized by this General Permit.
5. All excavated/dredged material must be disposed of in an authorized upland location. No runback into critical areas is authorized by this General Permit. All excavated/dredged material must be contained, dewatered and stabilized in such a way to prevent runback.
6. Placement and/or stockpiling (double handling) of excavated material in the critical areas is prohibited
7. No activity is authorized by this permit that will result in flooding or ponding of water on property in which the permittee does not have the necessary permission or real estate interest.

8. The permittee must restore all temporary impacts to the Critical Area(s) to their original contours and conditions within 15 days of completion of all permitted construction activities. Specifically, all temporary structures, fills and work such as the use of synthetic mats, must be removed and the disturbed areas restored to pre-project conditions.
9. If the proposed activity involves the use of temporary structures, fills and work including the use of wooden or synthetic mats in the tidelands critical areas, pre-project and post-project photographic monitoring will be required. Photographic monitoring should occur for a minimum of 1 year from the date of project completion and include one growing season. Photographic documentation must include recoverable photo location points and direction of photos taken. An adequate number of photo locations must be established to accurately document recovery of the impacted areas.
10. Dredging and excavation shall not create stagnant water conditions, lethal fish entrapments, or otherwise contribute to water quality degradation.
11. The permittee must comply with all FEMA regulations and requirements. The permittee is advised that the National Flood Insurance Program (NFIP) prohibits any development within a designated floodway within the FEMA Special Flood Hazard Area (SFHA), including placement of fill, without a "No Impact Certification" approved by the local NFIP flood plain manager. The permittee is further advised that development activities in a designated FEMA Special Flood Hazard Area (SFHA) are subject to the floodplain management regulations of the National Flood Insurance Program (NFIP). If the proposed action is located in a designated FEMA SFHA (e.g., 100-year flood plain), the permittee must coordinate with the local NFIP flood plain manager and comply with FEMA requirements prior to initiating construction. A list of NFIP floodplain managers may be found at: <https://www.dnr.sc.gov/water/flood/documents/nfipadmindirectory.pdf> or <https://www.dnr.sc.gov/water/flood/>.
12. Permanent structures must not impede navigation or public use of public trust lands.
13. An individual authorization is limited to the scope of work described in this General Permit. Any deviation from the specifications or other terms or conditions of the General Permit will constitute a violation of the 1976 S.C. Code of Laws Sections 48-39-10 et seq. and may result in having to stop work and restore the area(s) to the former conditions and/or imposition of penalties as provided by law.
14. In the event that any historic or cultural resources and/or archaeological materials are found during the course of work, the applicant must notify the State Historic Preservation Office and the South Carolina Institute of Archaeology and Anthropology. Historic or cultural resources consist of those sites listed in the National Register of Historic Places and those sites that are eligible for the National Register. Archaeological materials consist of any items, fifty years old or older, which were made or used by man. These items include, but are not limited to, stone projectile points (arrowheads), ceramic sherds, bricks, worked wood, bone and stone, metal and glass objects, and human skeletal materials.

15. Water Control Structures permitted under this GP must be fitted with a permanent grate, with a maximum of 8 inches between bars, on the end of the outlet facing the salt marsh to prevent West Indian manatees from entering the structure. Alternatives to grates may be used with written approval from the Department.
16. In order to ensure protection and reduce potential construction-related impacts to West Indian manatees that may be present in vicinity of the project area during construction activities performed outside the winter months, to discountable and insignificant levels, the permittee will comply with the following for all projects affecting the coastal waters of South Carolina:
 - The permittee shall instruct all personnel associated with the project of the potential presence of manatees and the need to avoid collisions with manatees. All construction personnel MUST monitor water-related activities for the presence of manatee(s) during May 1 - November 15. Construction personnel are requested to monitor outside of that timeframe as manatees may be in the area before or after the above dates.
 - Any collision with and/or injury to a manatee shall be reported immediately to the U.S. Fish and Wildlife Service contacts: Melanie Olds, South Carolina Manatee Lead, Charleston Field Office, at 843-727-4707 ext. 205; or Terri Calleson, Manatee Recovery Coordinator, North Florida Field Office, at 904-731-3286
17. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing or killing protected species which are protected under the Marine Mammal Protection Act of 1972 and/or the Endangered Species Act of 1973. If protected species are seen within 100 yards of the active construction area, all appropriate precautions shall be implemented to ensure protection of the protected species. These precautions shall include the operation of all moving equipment no closer than 50 feet to a protected species. Operation of any equipment closer than 50 feet to a protected species shall necessitate immediate shutdown of that equipment. Activities will not resume until the protected species has departed the project area of its own volition.
18. The permittee must notify SCDHEC OCRM, in writing, within 15 days of completion of all construction activities.
19. SCDHEC OCRM reserves the right to require an individual Critical Area Permit if, in its determination, conditions warrant.
20. An individual authorization under this General Permit will expire one year after the date of issuance or the expiration date of this General Permit, January 31, 2027 whichever comes first.

Water Quality Special Conditions

1. The applicant must implement best management practices that will minimize erosion and migration of sediments on and off the project site during and after construction. These

practices should include the use of appropriate grading and sloping techniques, mulches, silt fences or other devices capable of preventing erosion, migration of sediments and bank failure. All disturbed land surfaces and sloped areas must be stabilized and sloped.

2. Once the project construction is initiated, it must be carried to completion in an expeditious manner in order to minimize the period of disturbance to the environment.
3. All necessary measures must be taken to prevent oil, tar, trash and debris and other pollutants from entering the adjacent waters or wetlands during construction.
4. Only clean earthen material free of all potential sources may be used as fill. Temporary fill may only be conducted as outlined in GP-2022-SWI1, GP-2022-SWI2 and GP-2022-SIW3. Permanent fill may only be conducted as outlined in GP-2022-SWI3.
5. Any backfilled area must be stabilized with a vegetative cover after construction to minimize erosion. Permanent fill may only be conducted as outlined in GP-2022-SWI3.

An applicant utilizing individual coverage under this General Permit hereby agrees to abide by the terms and conditions of the General Permit, and to perform the work in strict accordance with the plans and specifications as approved by SCDHEC OCRM. Any deviation from the conditions and terms of this General Permit or the plans and specifications of this General Permit as authorized shall be grounds for revocation, suspension, or modification of individual coverage under this General Permit and the initiation of such legal proceedings as SCDHEC OCRM may consider appropriate.

This General Permit does not relieve the permittee from the requirements of obtaining a permit from the U. S. Army Corps of Engineers or any other applicable federal agency, nor from the necessity of complying with all applicable local laws, ordinances, and zoning regulations. Activities covered under this State General Permit must be coordinated with the U.S. Army Corps of Engineers.

III. DEFINITIONS:

Aerial Plant Cover: Refers to the aboveground extent of vegetation and is estimated visually assessing the portion (percent cover) of the sample area occupied by each species. (Reference: Environmental Laboratory. July 2010. Vegetation Sampling for Wetland Delineation: A Review and Synthesis of Methods and Sampling Issues. ERDC/CRREL CR-10-2. U.S. Army Corps of Engineers.)

Conversion: The change from a vegetated tidelands critical area to an un-vegetated tidelands critical area.

Geographic Project Area: The proposed project location of the single or multiple activities authorized by the General Permit. The “geographic project area” may include, but not be limited to, a section of a city, a neighborhood, and/or a river/waterbody(ies) name. (Note: Appendix A provides example depictions of “geographic project areas”).

Maintained stormwater conveyances: Those stormwater conveyances and/or drainage ditches that were previously excavated and have been maintained over time so that they still have a visible, defined channel and may be vegetated or un-vegetated.

Non-maintained stormwater conveyances: Those stormwater conveyances and/or drainage ditches that were previously excavated but have not been maintained over time so that a visible, defined channel is no longer present. Non-maintained stormwater conveyances may have reverted to vegetated tidelands critical area.

Tidal Waters: For the purposes of this General Permit, tidal waters mean those waters that rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by hydrologic, wind or other effects.

Tidelands Critical Area: All areas which are at or below mean high tide and coastal wetlands, mudflats, and similar areas that are contiguous or adjacent to coastal waters and are an integral part of the estuarine systems involved. Coastal wetlands include marshes, mudflats, and shallows and means those areas periodically inundated by saline waters whether or not the saline waters reach the area naturally or through artificial water courses and those areas that are normally characterized by the prevalence of saline water vegetation capable of growth and reproduction.

Un-vegetated tidelands critical area: For the purposes of this General Permit, un-vegetated tidelands critical area means tidelands critical area that have less than 50% vegetative cover within the footprint of each individual stormwater conveyance. Please see the definition for aerial plant cover to determine the percentage of vegetative coverage.

Vegetated tidelands critical area: For the purposes of this General Permit, vegetated tidelands critical area means tidelands critical area that have 50% or more vegetative cover within the footprint of each individual stormwater conveyance. Please see the definition for aerial plant cover to determine the percentage of vegetative coverage.

Water Control Structure: A structure that controls the direction of water flow, the rate of water flow, and/or maintains a water surface elevation. Water control structures may consist of, but are not limited to, tidal flaps, valves, gates, and spillway boxes.

Public Interest - For the purposes of this General Permit, public interest refers to the beneficial and adverse impacts and effects of a project upon members of the general public, especially residents of South Carolina who are not the owners and/or developers of the project. To the extent that, in the opinion of SCDHEC OCRM, the value of such public benefits is greater than

the public costs embodied in adverse environmental, economic and fiscal effects, a proposed project may be credited with net public benefits.



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, CHARLESTON DISTRICT
69A HAGOOD AVE
CHARLESTON, SOUTH CAROLINA 29403-5107

March 18, 2025

Regulatory Division

Mr. Matt Fountain
City of Charleston
2 George Street
Charleston, South Carolina 29403
fountain@charleston.sc.gov

Dear Mr. Fountain:

This is in response to a Pre-Construction Notification (PCN) (SAC-2024-01225) to restore an existing stormwater conveyance channel, which we received on October 24, 2024, and considered complete on February 5, 2025. In submitting the PCN, you requested verification the proposed project is authorized by a Department of the Army (DA) General Permit (GP) #SAC-RGP-23 Stormwater Conveyance Regional General Permit.

The work affecting waters of the United States is part of an overall project known as Sandcroft Drive Outfall Drainage Improvements, to restore an existing stormwater channel. The activities in waters of the United States include excavating 5.58 cubic yards of vegetated material using a hydro-excavator and vac-truck to create a 183' x 12" deep channel with 12" wide bottom and 1:1 slope to re-establish positive drainage. All runback from the 5.58 cubic yards of hydroexcavated material will be contained in the disposal site/drying beds located at 2150 Milford Street before being transported to the Bees Ferry Landfill. Additionally, temporary matting will be utilized in waters of the United States for construction equipment access within 0.0017 acre of tidal waters. Specifically, this letter authorizes impacts to 0.008 acre of tidal waters and temporary impacts to 0.0017 acre of tidal waters. The project is located within an existing drainage stormwater channel at 1927 Madagascar Court, Charleston, Charleston County, (Latitude: 32.8184 °, Longitude: -80.0246 °). The PCN also includes the following supplemental information:

- a. Drawing sheets 1-6 of 6 titled "SANDCROFT DRIVE OUTFALL RE-ESTABLISHMENT PROJECT" dated September 11, 2024.
- b. A delineation of wetlands, other special aquatic sites, and other waters.
- c. Sandcroft Drive Outfall Drainage Improvements Photographic Monitoring Plan, prepared by Terracon, and dated October 22, 2024.

Based on a review of the information provided, the Corps concludes the proposed activity will not result in more than minimal individual or cumulative adverse

environmental effects, and is not contrary to the public interest. Furthermore, the activity described above meets the terms and conditions of DA GP # SAC-RGP-23 Stormwater Conveyance Regional General Permit.

For this authorization to remain valid, the project must comply with: (1) the terms and conditions listed in the attached copy of the DA GP # SAC-RGP-23; and (2) the following special conditions:

- a. **That impacts to aquatic areas do not exceed those specified in the above mentioned PCN, including any supplemental information or revised permit drawings that were submitted to the Corps by the permittee.**
- b. **That the construction, use, and maintenance of the authorized activity is in accordance with the information given in the PCN, including the supplemental information listed above, and is subject to any conditions or restrictions imposed by this letter.**
- c. **That the permittee shall submit the attached signed compliance certification to the Corps within 30 days following completion of the authorized work.**
- d. **The permittee shall follow the "Sandcroft Drive Outfall Drainage Improvements, Photographic Monitoring Plan" dated October 24, 2024.**
- e. **In order to ensure protection of any threatened or endangered species, and designated critical habitat that may be present in the vicinity of the project area during construction activities, the permittee will comply with the following:**
 1. **The permittee shall instruct all personnel associated with the project of the potential presence of and the need to avoid collisions with protected species, which may include but is not limited to West Indian manatees, Atlantic sturgeon, shortnose sturgeon, sea turtles, wood stork, blue whale, fin whale, North Atlantic right whale, sei whale and sperm whale.**
 2. **The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing protected species, to include manatee(s), which are protected under the Marine Mammal Protection Act of 1972 and/or the Endangered Species Act of 1973.**

- 3. Any siltation barriers used during the project shall be made of material in which protected species, to include manatee(s), cannot become entangled and must be properly secured, and regularly monitored to avoid protected species entrapment.**
- 4. All vessels associated with the project shall operate at “no wake/idle” speeds at all times while in the construction area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.**
- 5. If protected species, to include manatee(s), are seen within 100 yards of the active construction area all appropriate precautions shall be implemented to ensure protection of the protected species, to include manatee(s). These precautions shall include the operation of all moving equipment no closer than 50 feet to a protected species, to include manatee(s). Operation of any equipment closer than 50 feet to a protected species, to include manatee(s), shall necessitate immediate shutdown of that equipment. Activities will not resume until the protected species, to include manatee(s), has departed the project area of its own volition.**
- 6. Incidents where any individuals of sea turtles, Atlantic sturgeon, shortnose sturgeon, blue whale, fin whale, North Atlantic right whale, sei whale and sperm whale listed by NOAA Fisheries under the Endangered Species Act appear to be injured or killed as a result of discharges of dredged or fill material into waters of the United States or structures or work in navigable waters of the United States authorized by this DA permit shall be reported to NOAA Fisheries, Office of Protected Species at (727) 824-5312, the SCDNR Hotline at 1-800-922-5431, and the Regulatory Office of the Charleston District of the U.S. Army Corps of Engineers at (843) 329-8044. The finder should leave the animal alone, make note of any circumstances likely causing the death or injury, note the location and number of individuals involved and, if possible, take photographs. Adult animals should not be disturbed unless circumstances arise where they are obviously injured or killed by discharge exposure, or some unnatural cause. The finder may be asked to carry out instructions provided by NOAA Fisheries, Office of Protected Resources, to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.**

In all future correspondence, please refer to file number SAC-2024-01225. A copy of this letter is forwarded to State and/or Federal agencies for their information. If you have any questions, please contact Eileen Foss, Project Manager, at 843-329-8037, or by email at Eileen.k.foss@usace.army.mil.

Sincerely,

A handwritten signature in black ink that reads "Chelsea Fannin". The signature is written in a cursive, flowing style.

Chelsea B. Fannin
Chief, South Branch

Attachments

Permit Drawings

General Permit # SAC-RGP-23 Stormwater Conveyance Regional General Permit

Photographic Monitoring Plan, dated October 24, 2024

DES-BCM General Permit-GP-2022-SW11

Certification of Compliance

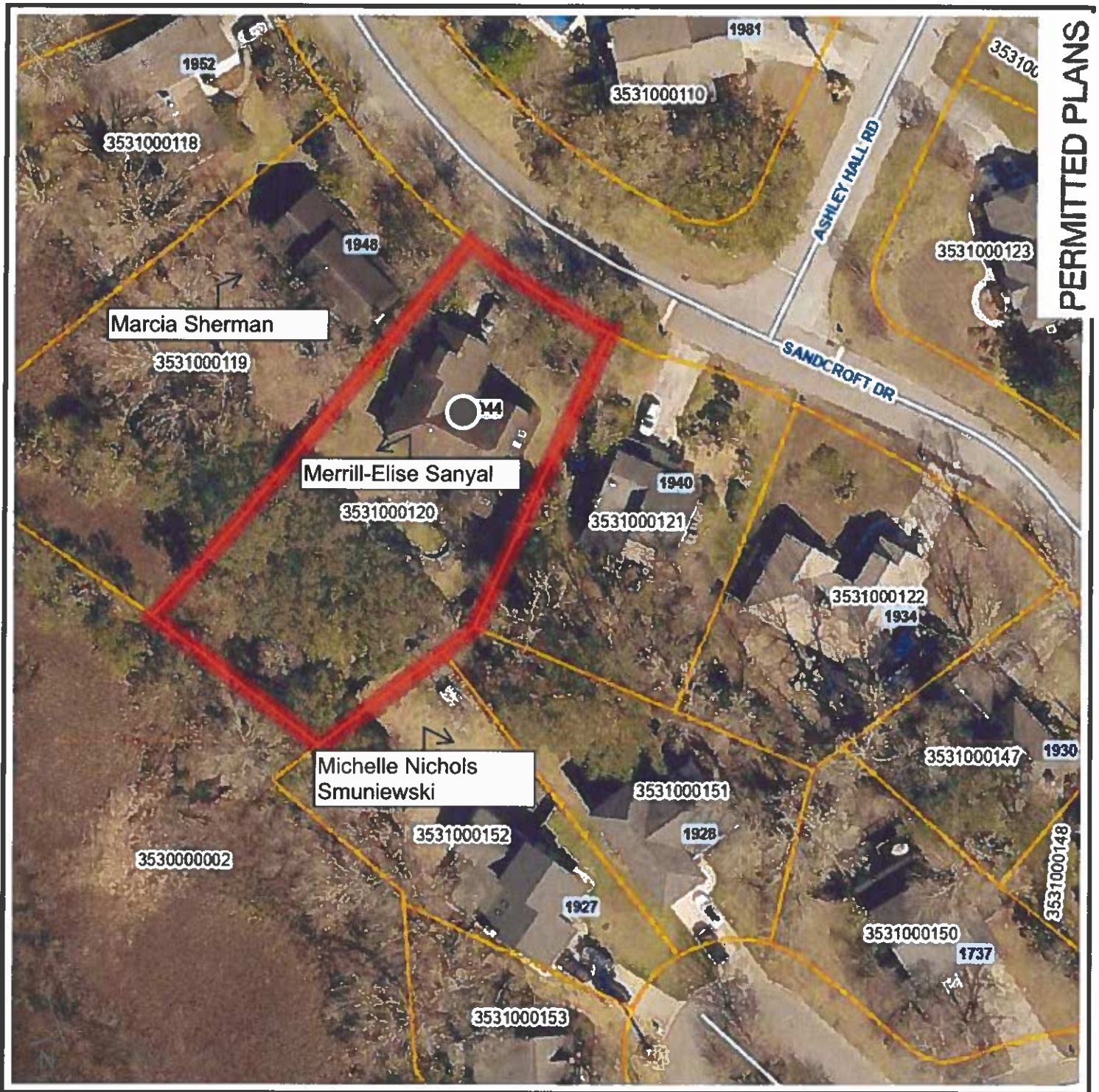
Copies Furnished:

Mr. Josh Hoke
Terracon Consultants
1800 Reynolds Avenue
North Charleston, South Carolina 29455
Josh.hoke@terracon.com

SCDES – Bureau of Coastal Management
1362 McMillan Avenue, Suite 400
North Charleston, South Carolina 29405
OCRMPermitting@des.sc.gov

SCDES-Bureau of Water
2600 Bull Street
Columbia, South Carolina 29201
WQCWetlands@des.sc.gov

US Coast Guard
Sector Charleston
Attention: Waterways Management
1050 Register Street
North Charleston, SC 29405
D07-PF-SECTORCHASN-WWM@uscg.mil



Charleston County SC

PID: 3531000120

OWNER1: SANYAL MERRILL-ELISE

PLAT BOOK PAGE: AR-124

DEED BOOK PAGE: H345-193

Jurisdiction: CITY OF CHARLESTON

APPLICANT: CITY OF CHARLESTON
DEPARTMENT OF STORMWATER MANAGEMENT
2 GEORGE STREET, CHARLESTON, SC 29401-3506

RICE HOLLOW & ASHLEY HALL PLANTATION NEIGHBORHOODS
CITY OF CHARESTON
CHARLESTON COUNTY, SC
SAC-2024-01225
9/11/2024

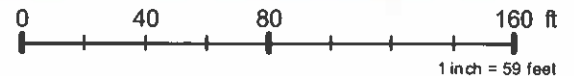


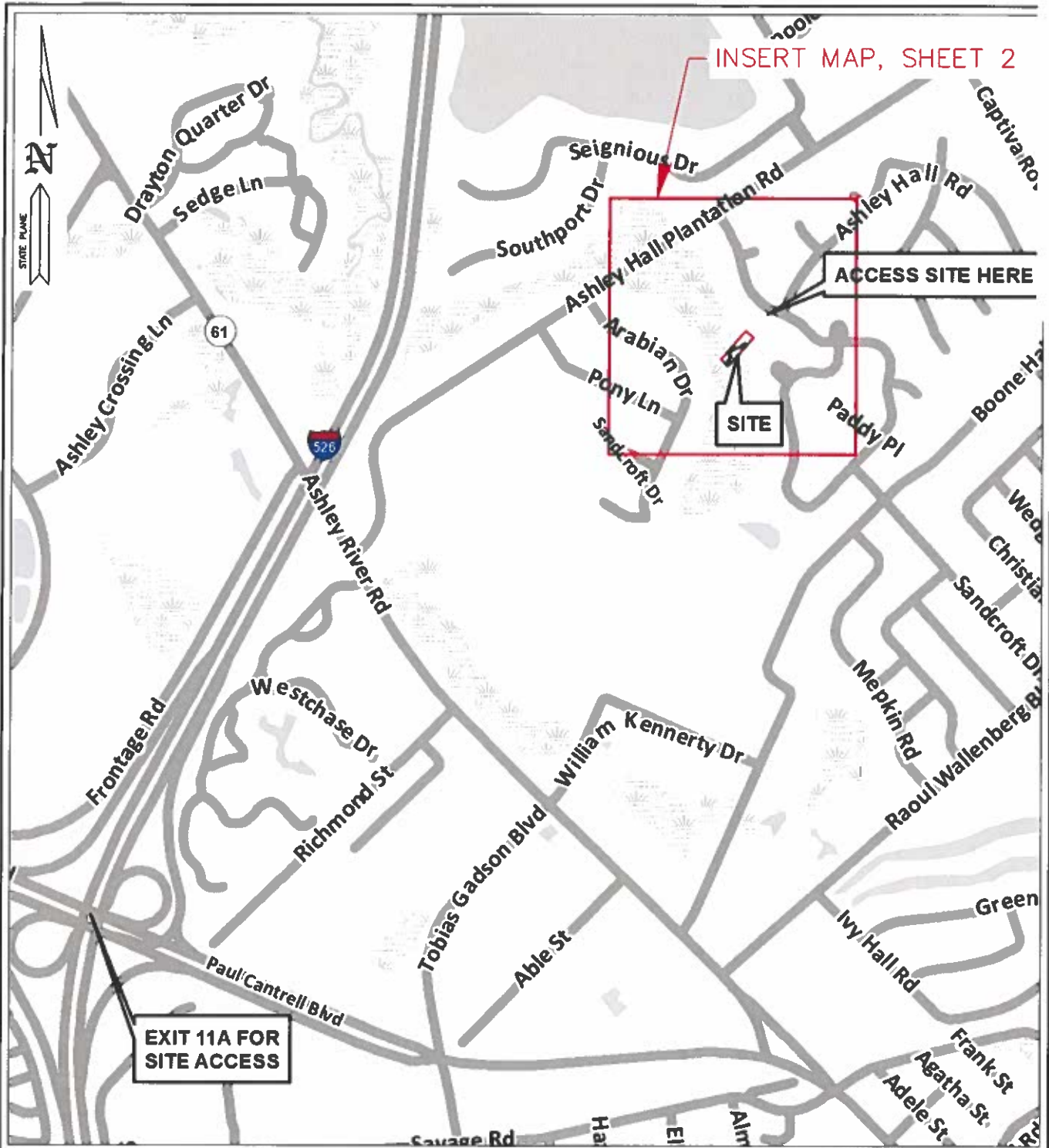
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Revised by this office on 3/18/2025 with information provided by the agent

Author: Charleston County SC

Date: 9/30/2024






SANDCROFT DRIVE OUTFALL RE-ESTABLISHMENT PROJECT VICINITY MAP

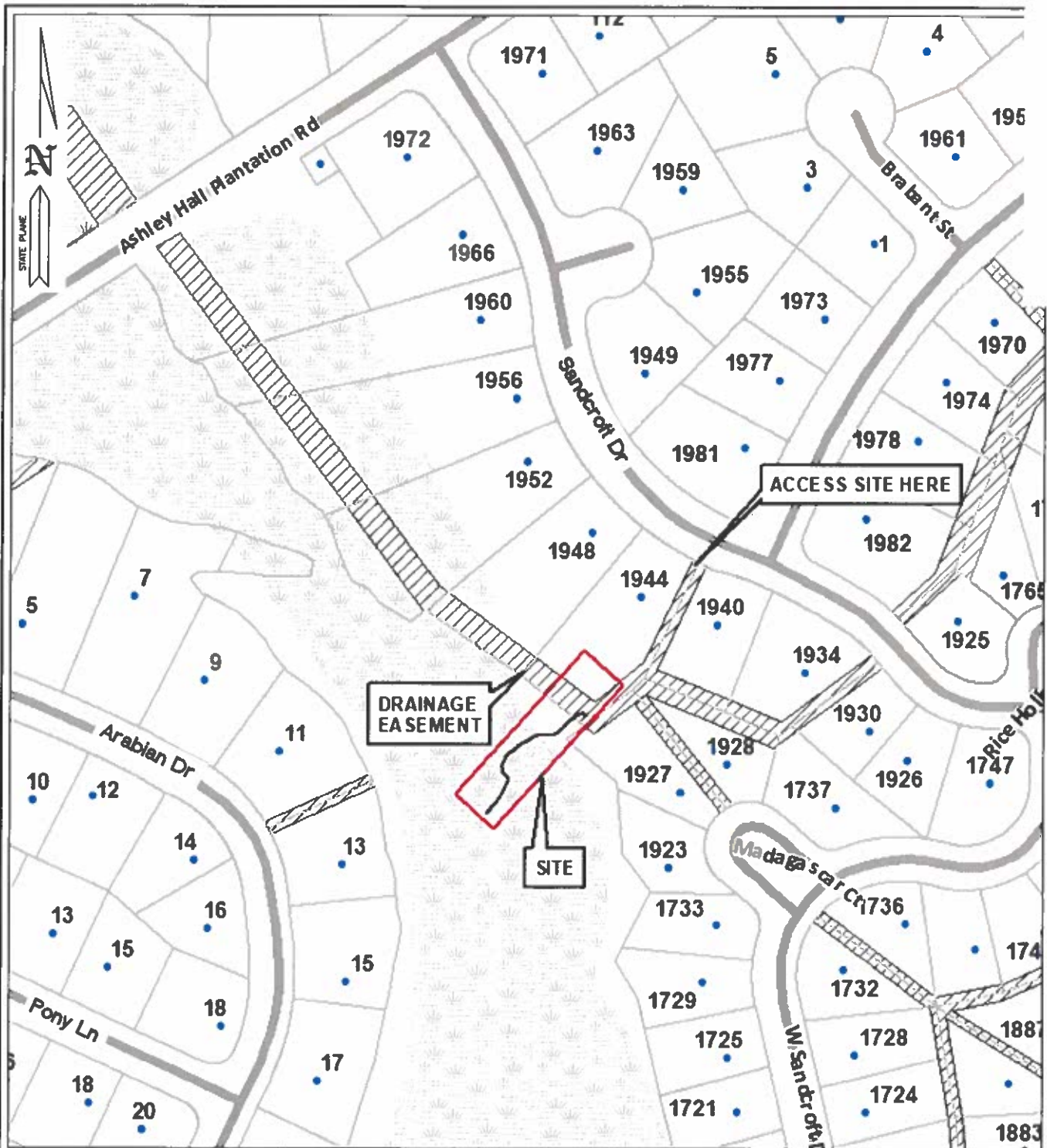
NO.	REVISED	BY

DRAWN BY: MMW
CHECKED : BLS



APPLICANT: CITY OF CHARLESTON
DEPARTMENT OF STORMWATER MANAGEMENT
2 GEORGE STREET, CHARLESTON, SC 29401-3506
RICE HOLLOW & ASHLEY HALL PLANTATION NEIGHBORHOODS
CITY OF CHARLESTON
CHARLESTON COUNTY, SC

APPROVED
Benjamin Smith, P.E.
Project Manager III
DATE: 9/11/2024
SCALE: N.T.S.
PAGE No: 1 of 6



SANDCROFT DRIVE OUTFALL RE-ESTABLISHMENT PROJECT INSET MAP

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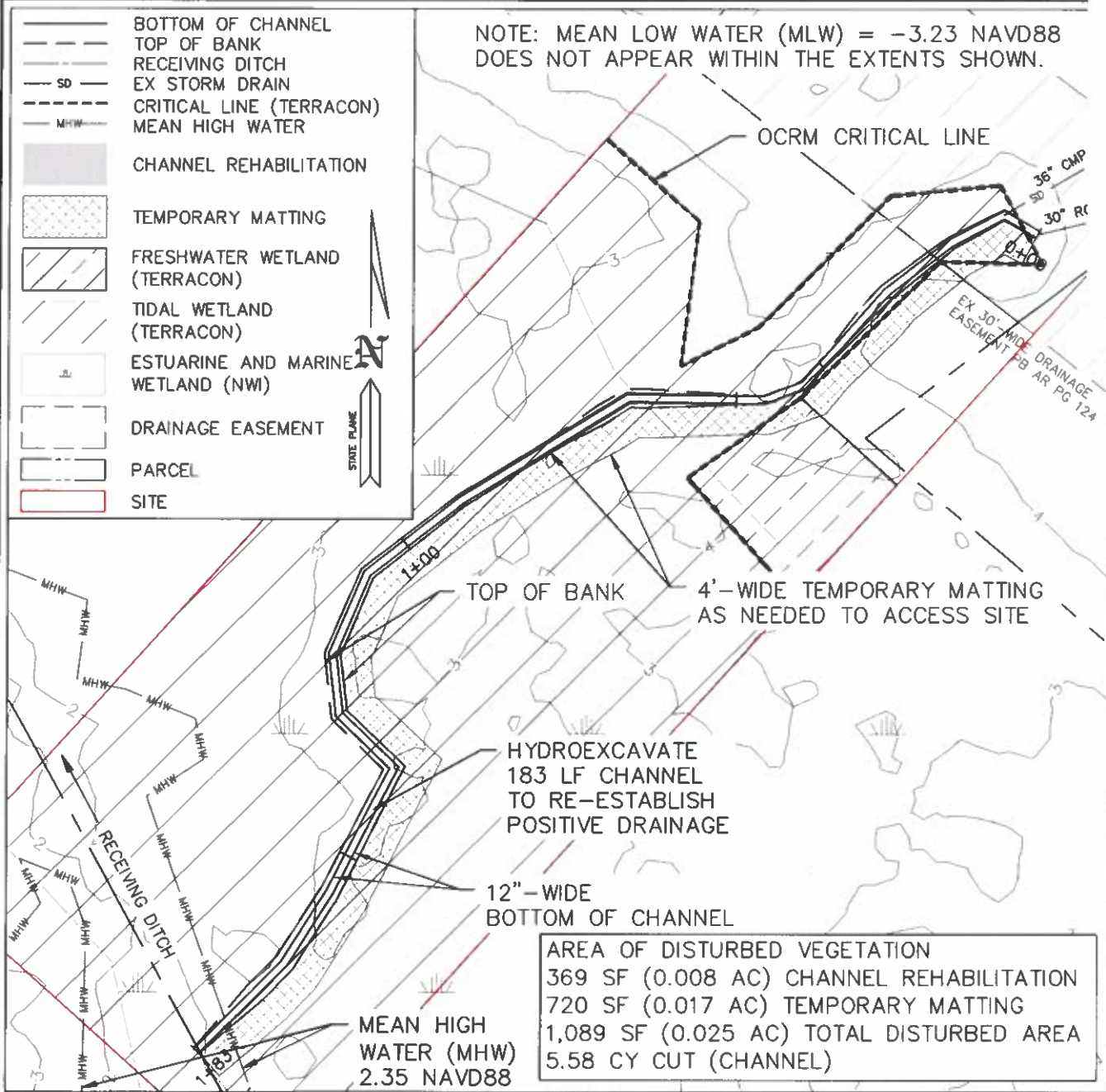
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APPLICANT: CITY OF CHARLESTON
DEPARTMENT OF STORMWATER MANAGEMENT
2 GEORGE STREET, CHARLESTON, SC 29401-3506
RICE HOLLOW & ASHLEY HALL PLANTATION NEIGHBORHOOD
CITY OF CHARLESTON
CHARLESTON COUNTY, SC

APPROVED	DATE	SCALE	PAGE No.
Benjamin Smith, P.E. Project Manager	9/11/2024	N.T.S.	6






CRITICAL LINE AND WETLAND DELINEATIONS ARE AS DESCRIBED BY TERRACON ON ACCOMPANYING DOCUMENTS. UNSTAKED WETLAND DATA PROVIDED BY THE NATIONAL WETLANDS INVENTORY - VERSION 2, SURFACE WATERS AND WETLANDS INVENTORY. 1' CONTOURS (NAVD 88) WERE GENERATED BY DEWBERRY FOR SCDNR USING THE 2017 LIDAR FLIGHT. PARCEL DATA PROVIDED BY CHARLESTON COUNTY GIS. EXISTING STORMWATER UTILITY LOCATIONS SHOWN VIA CITY OF CHARLESTON GIS. BUILDING OUTLINES PROVIDED BY SCDNR USING THE 2017 LIDAR FLIGHT. EDGE OF PAVEMENT DATA DERIVED FROM 1992 ORTHOPHOTOGRAPHY. NO FIELD SURVEY WAS CONDUCTED FOR THIS PROJECT EXCEPT AS NOTED BY TERRACON.

SANDCROFT DRIVE OUTFALL RE-ESTABLISHMENT PROJECT
PROJECT FOOTPRINT

NO.	REVISED	BY



APPLICANT: CITY OF CHARLESTON
DEPARTMENT OF STORMWATER MANAGEMENT
2 GEORGE STREET, CHARLESTON, SC 29401-3506
RICE HOLLOW & ASHLEY HALL PLANTATION NEIGHBORHOODS
CITY OF CHARLESTON
CHARLESTON COUNTY, SC

APPROVED

Benjamin Smith, P.E.
Project Manager

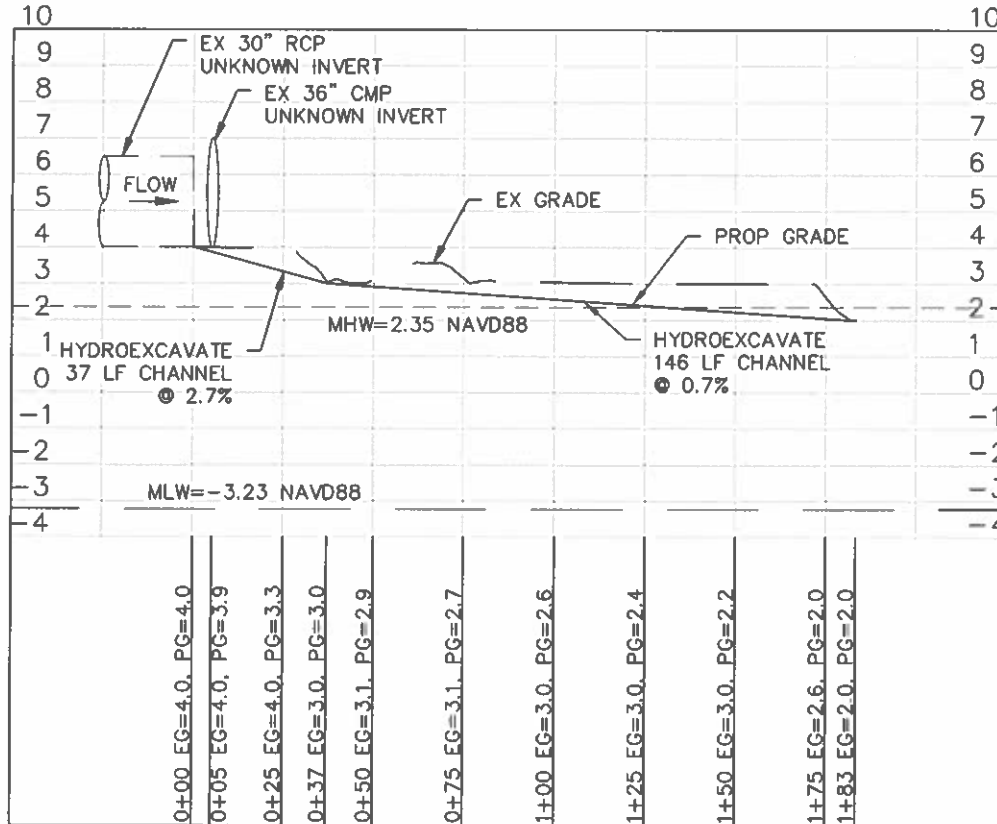
DATE: 9/11/2024

SCALE: 1"=20'

PAGE No: 6

DRAWN BY: MMW
CHECKED: BLS

Sandcroft Drive Outfall Profile



NOTE: DATUM FROM NOAA STATION 8665101, COSGROVE BRIDGE, ASHLEY RIVER SC

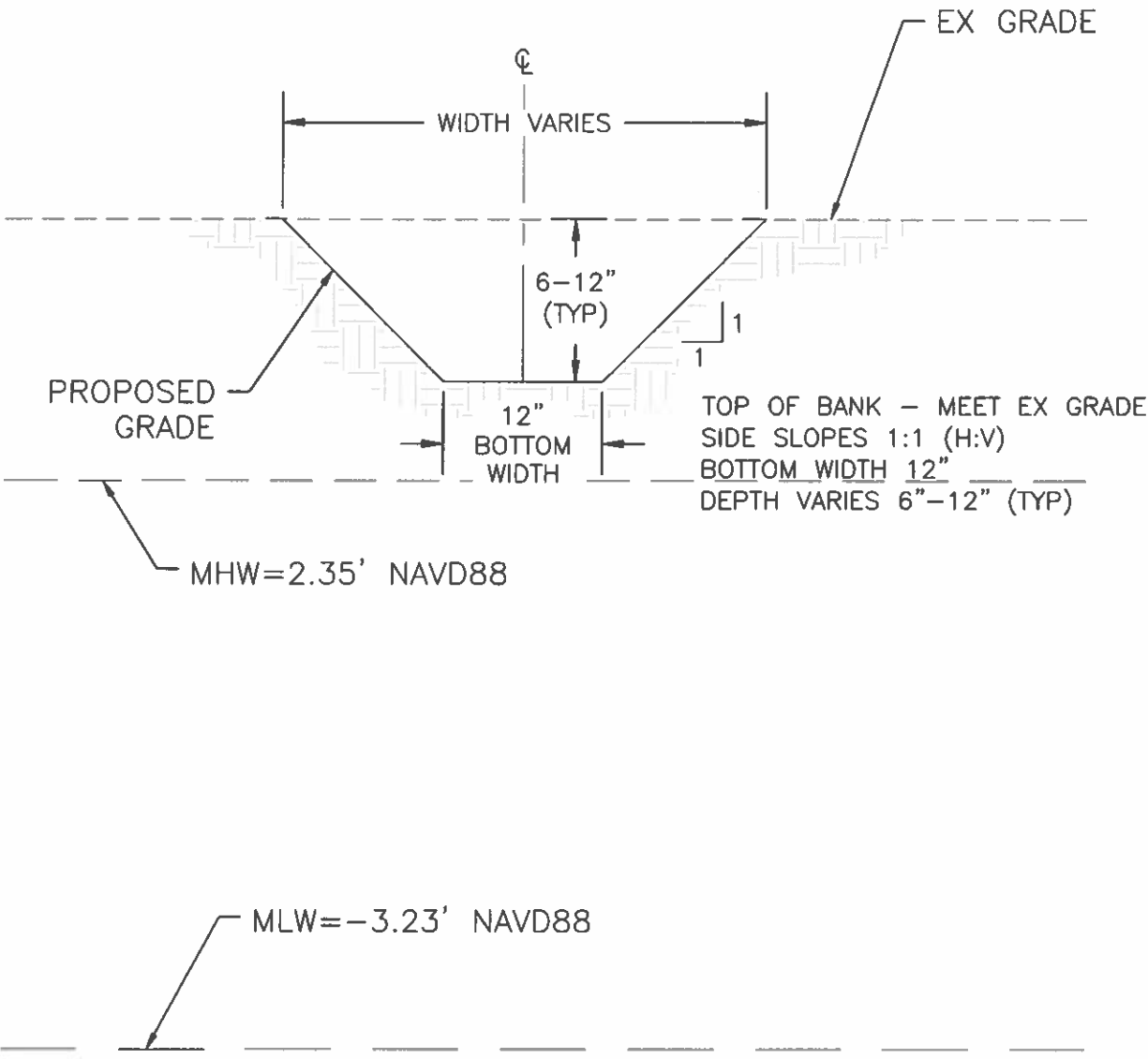
SCALE IN FEET
HORIZONTAL SCALE: 1" = 50'SCALE IN FEET
VERTICAL SCALE: 1" = 5'SANDCROFT DRIVE OUTFALL RE-ESTABLISHMENT PROJECT
PROFILE VIEW

NO.	REVISED	BY
DRAWN BY: MMW		
CHECKED : BLS		



APPLICANT: CITY OF CHARLESTON
 DEPARTMENT OF STORMWATER MANAGEMENT
 2 GEORGE STREET, CHARLESTON, SC 29401-3506
 RICE HOLLOW & ASHLEY HALL PLANTATION NEIGHBORHOODS
 CITY OF CHARLESTON
 CHARLESTON COUNTY, SC

APPROVED	DATE: 9/11/2024
Benjamin Smith, P.E. Project Manager	SCALE: 1"=50'
PAGE No: 6	



NOTE: ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION WHERE APPLICABLE.

SANDCROFT DRIVE OUTFALL RE-ESTABLISHMENT PROJECT
TYPICAL SECTION

NO.	REVISED	BY
DRAWN BY: MMW		
CHECKED : BLS		



APPLICANT: CITY OF CHARLESTON
DEPARTMENT OF STORMWATER MANAGEMENT
2 GEORGE STREET, CHARLESTON, SC 29401-3506
RICE HOLLOW & ASHLEY HALL PLANTATION NEIGHBORHOODS
CITY OF CHARLESTON
CHARLESTON COUNTY, SC

APPROVED

SOUTH CAROLINA

Benjamin Smith, P.E.
Project Manager III

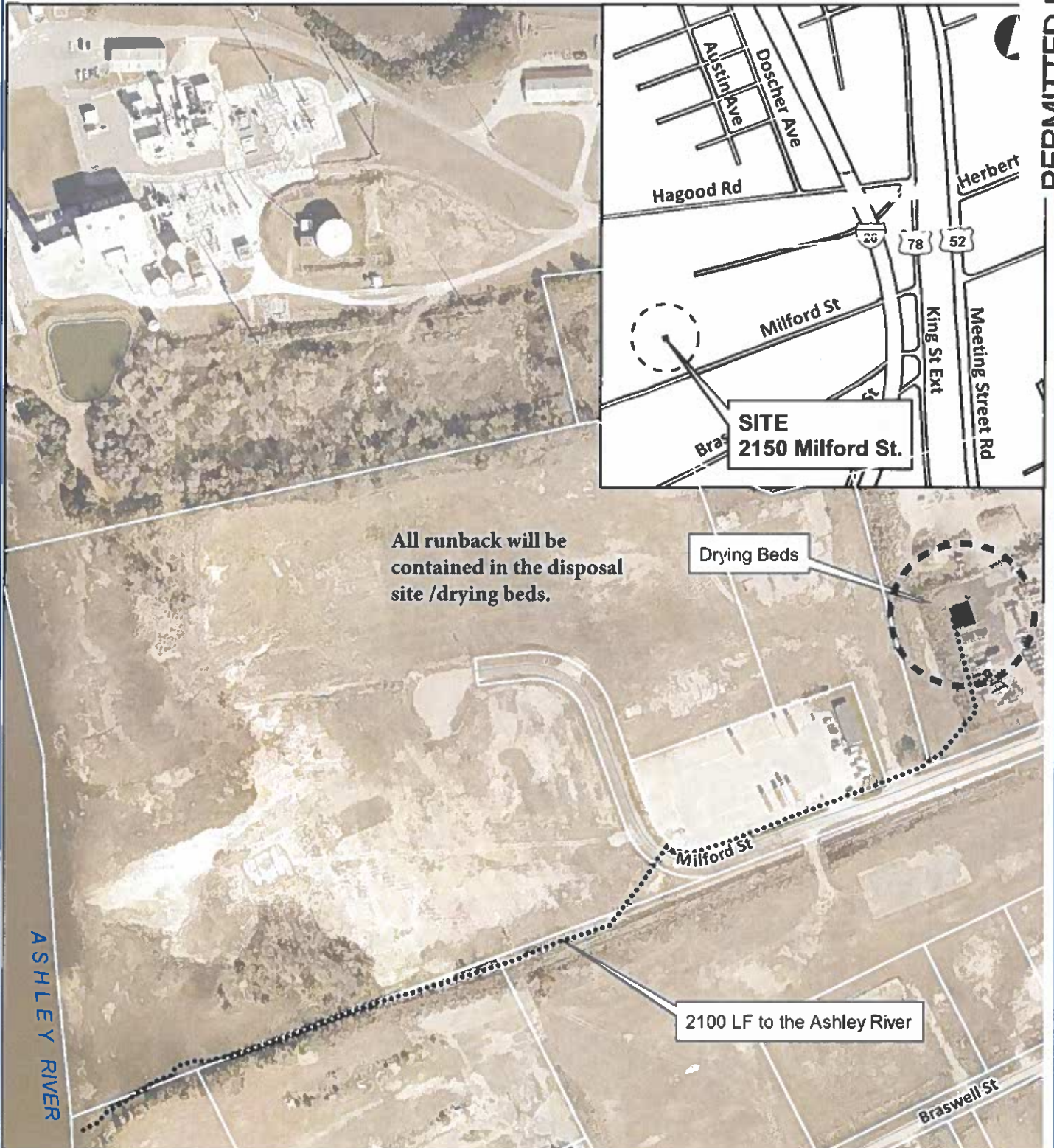
DATE: 9/10/2024

SCALE: N.T.S.

PAGE No.: 6 of 6

BENJAMIN L. SMITH

Figure 8
Milford Street Drying Beds



PERMITTED PLANS



City of Charleston
Department of Public Service
Engineering Division
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Charleston, SC 29401
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1 inch = 250 feet

Date: 3/15/2019

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General Permit No.: SAC-RGP-2022-23
Name of Permittee: FEDERAL, STATE OR LOCAL GOVERNMENT AGENCY
Effective Date: March 2, 2022
Expiration Date: March 2, 2027

**DEPARTMENT OF THE ARMY
REGIONAL GENERAL PERMIT**

A Regional General Permit to authorize the discharge of dredged or fill material into waters of the United States pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344) the excavation/dredging of material from and/or to place structures or perform work in or affecting navigable waters of the United States pursuant to Section 10 of the Rivers and Harbors Act (33 U.S.C. 403), is hereby issued by the authority of the Secretary of the Army by the

District Engineer
U.S. Army Engineer District, Charleston
Corps of Engineers
69-A Hagood Avenue
Charleston, South Carolina 29403-5107

to authorize certain stormwater management activities (as further described in Section I – Activities Authorized), by federal, state, or local government agencies for projects located in *tidal waters* within the boundaries of the

CRITICAL AREA TIDELANDS OF THE COASTAL ZONE OF
Beaufort, Berkeley, Charleston, Colleton, Dorchester,
Georgetown, Horry, and Jasper Counties in South Carolina.

SPECIAL NOTE 1: A Pre-Construction Notification (PCN) is required for ALL activities authorized by this Regional General Permit. Refer to Section I below for the activity specific PCN requirements AND Section II for PCN requirements for ALL activities. After submitting a PCN to the U.S. Army Corps of Engineers, Charleston District (Corps), project-specific written permission must be received from the Corps for all activities authorized by this Regional General Permit prior to commencement of work.

SPECIAL NOTE 2: Section IV provides definitions of certain *italicized* words and terms that are used in the text of this Regional General Permit.

I. ACTIVITIES AUTHORIZED:

SPECIAL NOTE 3: The cumulative *loss of tidal waters and/or the conversion of vegetated waters* within a *geographic project area* resulting from activities authorized by this Regional General Permit is limited to **3-acres**. Additional activity-specific limitations are described below in Sections A.–D.

A. Maintenance of Existing, Maintained Stormwater Conveyances

The maintenance excavation/dredging of existing, *maintained stormwater conveyances* through *tidal waters* is authorized by this Regional General Permit, provided that the maintenance activities restore the stormwater conveyances to previously excavated dimensions. There is no limit per conveyance to the maintenance excavation/dredging of existing stormwater conveyances that are *un-vegetated waters*. The maintenance excavation/dredging of existing stormwater conveyances that are *vegetated waters* is authorized, provided the activity does not cause the *conversion of more than 0.25 acre of vegetated waters per stormwater conveyance*.

Side casting of and/or thin layer placement of the excavated/dredged material into jurisdictional waters is **not** authorized by this Regional General Permit. Disposal of the excavated/dredged material must occur in an onsite or offsite upland location. Refer to the below PCN requirement A.5. The gradient/bottom elevation of each excavated/dredged ditch must follow the natural gradient/slope of the surrounding substrate of the *tidal waters* from the beginning of the ditch to the receiving creek to ensure positive flow. Over excavation/dredging of each ditch is **not** authorized.

In addition to the PCN requirements set forth in Section II below, the PCN must also include the following additional activity-specific information:

1. Purpose and need of the proposed activity.
2. A compensatory mitigation plan is required for the maintenance of each existing stormwater conveyance that is *vegetated waters* and results in the *conversion of more than 0.1 acre of vegetated waters*. Additionally, a compensatory mitigation plan is required for maintenance excavation/dredging of multiple stormwater conveyances that are *vegetated waters* and are located within the *geographic project area* identified in the PCN, that result in the cumulative *conversion of more than 0.1 acre of vegetated waters*. The mitigation plan should be prepared in accordance with the "Guidelines for Preparing a Compensatory Mitigation Plan", or the most current mitigation requirements, which can be found at <https://www.sac.usace.army.mil/Missions/Regulatory/>. Compensatory mitigation is **not** required for maintenance excavation/dredging of existing stormwater conveyances located in *un-vegetated waters*.
3. Method of excavation/dredging and sequencing of how the excavation/dredging will occur.

4. Acreage impacts and cubic yards of excavated/dredged material (per stormwater conveyance and cumulative quantities if multiple stormwater conveyances). The impact to resource type should be itemized and should include vegetated waters, unvegetated waters and/or oyster bed/reefs, as applicable.

5. Identification of where the excavated/dredged material will be disposed. If the excavated/dredged material will be disposed of onsite or in a non-landfill location, the PCN should include the following information:

- a. Location of the upland disposal area marked on a location map and the latitude and longitude provided. (NOTE: A jurisdictional determination from the Corps may be necessary).
- b. Size and capacity of the disposal area.
- c. Description of how the excavated/dredged material will be contained, dewatered and stabilized. Runback into jurisdictional waters is **not authorized**.
- d. Plans/drawings for the disposal area.

6. Cross-sectional drawings that include the top width, bottom width, depth and slope of each existing stormwater conveyance (existing conditions), existing invert elevation of the associated stormwater outfall structure, and top width, bottom width, depth and slope of the proposed maintenance excavation/dredging of each stormwater conveyance.

7. Plan view drawings that include the existing length of each existing stormwater conveyance, the existing invert elevation of the associated stormwater outfall structure, existing bottom depth gradient/elevation from the beginning of the conveyance through to the end of the existing stormwater conveyance and the receiving creek, and baseline gradient/elevation of the substrate of the surrounding waters, including *vegetated* and *un-vegetated waters*.

8. Site photographs of each existing stormwater conveyance. The photographs may include a combination of aerial photos and onsite photos. The photos should be numbered or otherwise identified and the photo location marked on a drawing or depiction.

9. A copy of the original plans and/or previous permit with permit drawings. If not available, please provide documentation (e.g. site photos, historical aerials/imagery, etc.) that the stormwater conveyance previously existed.

B. Expansion of Existing, *Maintained Stormwater Conveyances*

The expansion of existing, *maintained stormwater conveyances* through *tidal waters* is authorized by this Regional General Permit, provided the activity does not cause the *conversion of more than 0.25 acre of vegetated waters per stormwater conveyance*. The expansion activities may include widening, lengthening, and/or deepening the existing *maintained stormwater conveyances*.

Side casting and/or thin layer placement of the excavated/dredged material into jurisdictional waters is **not** authorized by this Regional General Permit. Disposal of the excavated/dredged

material must occur in an upland location onsite or offsite. Refer to the below PCN requirement B.5. The bottom elevation of the excavated/dredged stormwater conveyance must be sloped in such a way to allow for positive flow from the beginning of the stormwater conveyance to the receiving creek. Over excavation/dredging of the stormwater conveyance is **not** authorized.

In addition to the PCN requirements set forth in Section II below, the PCN must also include the following additional activity-specific information:

1. Purpose and need of the proposed activity.
2. A compensatory mitigation plan is required for the expansion of each stormwater conveyance that is *vegetated waters* and results in the *conversion* of **more than 0.1 acre of vegetated waters**. Additionally, a compensatory mitigation plan is required for maintenance excavation/dredging of multiple stormwater conveyances that are *vegetated waters* and are located within the *geographic project area* identified in the PCN, that result in the cumulative *conversion* of **more than 0.1 acre of vegetated waters**. The mitigation plan should be prepared in accordance with the "Guidelines for Preparing a Compensatory Mitigation Plan", or the most current mitigation requirements, which can be found at <https://www.sac.usace.army.mil/Missions/Regulatory/>. Compensatory mitigation is **not** required for expansion excavation/dredging of existing stormwater conveyances located in *un-vegetated waters*.
3. Method of excavation/dredging and sequencing of how the excavation/dredging will occur.
4. Acreage impacts and cubic yards of excavated/dredged material (per stormwater conveyance and cumulative quantities if multiple stormwater conveyances).
5. Identification of where the excavated/dredged material will be disposed. If the excavated/dredged material will be disposed of onsite or in a non-landfill location, the PCN should include the following information:
 - a. Location of the disposal area marked on a location map and the latitude and longitude provided. (NOTE: A jurisdictional determination from the Corps may be necessary).
 - b. Size and capacity of the disposal area.
 - c. Description of how the excavated/dredged material will be contained, dewatered and stabilized. Runback into jurisdictional waters is **not** authorized.
 - d. Plans/drawings for the disposal area.
6. Cross-sectional drawings that include the proposed excavation dimensions including top width, bottom width, depth and slope.
7. Plan view drawings that include the existing length of each existing stormwater conveyance, the existing invert elevation of the associated stormwater outfall structure, the existing bottom depth gradient/elevation from the beginning of the conveyance through to the end of the existing stormwater conveyance and the receiving creek, and

baseline gradient/elevation of the substrate of the surrounding waters, including *vegetated* and *un-vegetated waters*.

8. Site photographs of the existing stormwater conveyance. The photographs may include a combination of aerial photos and onsite photos. The photos should be numbered or otherwise identified and the photo location marked on a drawing or depiction.

9. A copy of the original plans and/or previous permit with permit drawings. If not available, please provide documentation (e.g. site photos, historical aerials/imagery, etc.) that the stormwater conveyance previously existed.

C. Re-Establishment of Non-Maintained Stormwater Conveyances

The excavation/dredging of *tidal waters* for the re-establishment of existing, *non-maintained stormwater conveyances* through *tidal waters* is authorized by this Regional General Permit, provided the activity does **not** cause the *conversion* of **more than 0.25 acre of vegetated waters per stormwater conveyance**.

Side casting and/or thin layer placement of the excavated/dredged material into jurisdictional waters is **not** authorized by this Regional General Permit. Disposal of the excavated/dredged material must occur in an upland location onsite or offsite. Refer to the below PCN requirement C.5. The gradient/bottom elevation of each excavated/dredged stormwater conveyance must follow the natural gradient/slope of the surrounding substrate of the *tidal waters* from the beginning of the stormwater conveyance to the receiving creek to ensure positive flow. Over excavation/dredging of the stormwater conveyance is **not** authorized.

In addition to the PCN requirements set forth in Section II below, the PCN must also include the following additional activity-specific information:

1. Purpose and need of the proposed activity.

2. A compensatory mitigation plan is required for the maintenance excavation/dredging of each existing stormwater conveyance that is *vegetated waters* and results in the *conversion* of **more than 0.1 acre of vegetated waters**. Additionally, a compensatory mitigation plan is required for maintenance excavation/dredging of multiple stormwater conveyances that are *vegetated waters* and are located within the *geographic project area* identified in the PCN, that result in the cumulative *conversion* of **more than 0.1 acre of vegetated waters**. The mitigation plan should be prepared in accordance with the "Guidelines for Preparing a Compensatory Mitigation Plan", or the most current mitigation requirements, which can be found at <https://www.sac.usace.army.mil/Missions/Regulatory/>. Compensatory mitigation is **not** required for expansion excavation/dredging of existing stormwater conveyances located in *un-vegetated waters*

3. Method of excavation/dredging and sequencing of how the excavation/dredging will occur.

4. Acreage impacts and cubic yards of excavated/dredged material (per stormwater conveyance and cumulative quantities if multiple stormwater conveyances).
5. Identification of where the excavated/dredged material will be disposed. If the excavated/dredged material will be disposed of onsite or in a non-landfill location, the PCN should include the following information:
 - a. Location of the disposal area marked on a location map and the latitude and longitude provided. (NOTE: A jurisdictional determination from the Corps may be necessary).
 - b. Size and capacity of the disposal area.
 - c. Description of how the excavated/dredged material will be contained, dewatered and stabilized. Runback into jurisdictional waters is **not** authorized.
 - d. Plans/drawings for the disposal area.
6. Cross-sectional drawings that include the proposed excavation dimensions including top width, bottom width, depth and slope.
7. Plan view drawings that include the existing length of each existing stormwater conveyance, the existing invert elevation of the associated stormwater outfall structure, the existing bottom depth gradient/elevation from the beginning of the conveyance through to the end of the existing stormwater conveyance and the receiving creek, and baseline gradient/elevation of the substrate of the surrounding waters, including *vegetated* and *unvegetated waters*.
8. Site photographs of the pre-existing stormwater conveyance or location of where it previously existed. The photographs may include a combination of aerial photos and onsite photos. The photos should be numbered or otherwise identified, and the photo location marked on a drawing or depiction.
9. A copy of the original plans and/or previous permit with permit drawings. If not available, please provide documentation (e.g., site photos, historical aerials/imagery, etc.) that the stormwater conveyance previously existed.

D: Installation of New, and/or the Maintenance, Repair, Replacement and/or Extension of Existing Water Control Structures, Pipes, and Culverts

The discharge of dredged or fill material and/or excavation/dredging to facilitate the installation of new *water control structures* and/or the maintenance, repair, replacement and/or extension of existing *water control structures*, pipes, and/or culverts associated with stormwater conveyances and roadway crossings in *tidal waters* **is** authorized by this Regional General Permit, provided the activity or activities does not cause the *loss of more than 0.25 acre of vegetated waters per stormwater conveyance or roadway crossing*.

Maintenance activities authorized by this Regional General Permit also specifically include, the addition of riprap (or other erosion protection), wing walls, head walls, and/or outfall aprons for

stabilization and/or protection of new or existing structures and the removal of accumulated sediments and/or debris from the vicinity of existing *water control structures*, pipes and/or culverts.

There is **no limit per pipe and/or culvert** to the removal of accumulated sediments and/or debris from pipes and/or culverts, provided: **(1)** the removal is the minimum necessary to restore the flow to and from the structure; **AND (2)** the removal area is *un-vegetated waters*. Removal of accumulated sediments and/or debris from pipes and/or culverts from *vegetated waters* is authorized, provided the removal does **not** cause the *conversion* of **more than 0.25 acre of vegetated waters per pipe and/or culvert**.

Side casting and/or thin layer placement of the excavated/dredged material into jurisdictional waters is **not** authorized by this Regional General Permit. Disposal of the excavated/dredged material must occur in an onsite or offsite upland location. Refer to the below PCN requirement D.5. The installation of a *water control structure*, such as a tide gate or flap gate on the end of a pipe and/or culvert to prevent or control the flow of *tidal waters* from entering the pipe and/or culvert is authorized by this Regional General Permit, provided *vegetated waters* are **not** located upstream of the activity. Installation of a *water control structure* that prevents or controls the tidal flow from entering a pipe and/or culvert and reaching upstream *vegetated waters* is **not** authorized by this Regional General Permit.

Additionally, temporary and/or permanent flooding or impounding of jurisdictional, *non-tidal waters* that may be present upstream of the *water control structure* as a result of the installation and/or operation of the *water control structure* is **not** authorized by this Regional General Permit.

In addition to the PCN requirements set forth in **Section II below**, the PCN must also include the following additional activity-specific information:

1. Purpose and need of the proposed activity.
2. A compensatory mitigation plan is required for the activities listed below, and/or combination of activities listed below, that result in the *loss* of **more than 0.1 acre of vegetated waters per stormwater conveyance and/or roadway crossing** and/or the *conversion* of **more than 0.1 acre of vegetated waters per stormwater conveyance and/or roadway crossing**. Additionally, a compensatory mitigation plan is required for activities at multiple stormwater conveyances and/or roadway crossings within the *geographic project area* identified in the PCN, that result in the *loss* of **more than 0.1 acre of vegetated waters per stormwater conveyance and/or roadway crossing** and/or the *conversion* of **more than 0.1 acre of vegetated waters**. The activities referenced above include the installation of new, and/or maintenance, repair, replacement and/or extension of existing *water control structures*, pipes, culverts, including the addition of riprap (or other erosion protection), wing walls, head walls, and/or outfall aprons for stabilization and/or protection of new or existing structures, and the removal of accumulated sediments and/or debris from the vicinity of existing *water control structures*, pipes and/or culverts. The mitigation plan should be prepared in accordance with the "Guidelines for Preparing a Compensatory Mitigation Plan", or the most current mitigation requirements, which can be found at

<https://www.sac.usace.army.mil/Missions/Regulatory/>. Compensatory mitigation is **not** required for the *loss of un-vegetated waters*.

3. Method of removal of accumulated sediment and/or debris and sequencing of how the removal will occur.

4. Acreage impacts of fill and/or removal and cubic yards of fill and/or removal (per existing stormwater conveyance and/or roadway crossing and cumulative if multiple existing stormwater conveyances and/or roadway crossing).

5. Identification of where the removed material and/or debris will be disposed, if applicable. If the removed material and/or debris material will be disposed of onsite or in a non-landfill location, the PCN should include the following information:

- a. Location of the disposal area marked on a location map and the latitude and longitude provided. (NOTE: A jurisdictional determination from the Corps may be necessary).
- b. Size and capacity of the disposal area.
- c. Description of how the removed material and/or debris will be dewatered and stabilized. Runback into jurisdictional waters is **not** authorized.
- d. Plans/drawings for the disposal area.

6. If the project involves installation of a *water control structure*, the following information should be provided with the PCN:

- a. Location map, topographic map, aerial photos, etc. of upstream areas for the location of the proposed *water control structure* should be labeled on the depiction.
- b. If the *water control structure* and/or the operation of the *water control structure*, will result in the interruption of normal tidal flows to upstream areas and/or will temporarily or permanently impound and/or flood, or otherwise hold water in upstream areas, and prevent normal flow from the areas to the downstream tidal waters, for any period of time, a delineation of special aquatic sites in the area that will be directly impounded, flooded, or otherwise impacted by the *water control structure* and/or operation of the *water control structure*, should be included with the PCN. (NOTE: A jurisdictional determination from the Corps may be necessary.)
- c. Drawings of the *water control structure* and a written description of the operation and management of the *water control structure*, including, but not limited to, the following: when will the *water control structure* be "opened" or "closed", how it will be "opened" and "closed" (i.e. manually or electronically), and who or what entity will be responsible for maintenance and operation of the structure.

II. PRE-CONSTRUCTION NOTIFICATION REQUIREMENTS:

SPECIAL NOTE 4: Section I (Activities Authorized) of this Regional General Permit contains additional activity-specific PCN requirements.

In addition to the PCN requirements listed above in Section I, Activities A-D, the PCN for **ALL** activities authorized above **must** also include the following information:

- A. Completed "Joint Federal and State Permit Application Form," which is available on the Charleston District Corps website at <https://www.sac.usace.army.mil/Missions/Regulatory/>.
- B. Depiction identifying the *Geographic Project Area (GPA)* for activities included in the PCN. Refer to the attached **Appendix A** for sample depictions.
- C. Proposed project drawings on 8.5" x 11" paper. (Drawings prepared for submittal to OCRM are acceptable and may be used). Generally, the project drawings should include plan views and cross-sectional views that show project details, such as dimensions. Refer to Section I above for activity-specific details that may need to be included on the project drawings.
- D. Avoidance and minimization of proposed project impacts.
- E. If the proposed activity involves the use of temporary structures, fills, and work, including the use of temporary mats, in *tidal waters*, to facilitate project construction, the PCN must include the following information:
 - 1. A written description and/or drawings depicting the type, location and area of the proposed temporary activities.
 - 2. Square footage/acreage of temporary impact area(s).
 - 3. Time-frame for the initial construction activity.
 - 4. Time-frame required for the temporary structures, fills, and work, including temporary mats in *non-tidal waters* and *tidal waters*, including *vegetated* and *un-vegetated waters*. Refer to Section VII.C of this Regional General Permit for time limits of the temporary activities. Temporary mats include timber mats, metal, synthetic and/or artificial mats, or other materials that may serve the purpose of mats.
 - 5. Specifications of how the pre-construction contours will be re-established and verified after removal.
 - 6. Dominant plant species present within the area(s) to be temporarily impacted.
 - 7. Photographic monitoring plan of site after removal of the temporary structures, fills and/or work and/or after the re-establishment of pre-construction contours. The photographic monitoring should occur for a minimum of 1 year from the date of removal and/or re-establishment of areas **AND** must include one complete growing season. The photographic monitoring plan should include photo location points and direction of

photos identified on a depiction or drawing. The coordinates of the photo-locations should also be provided. There should be an adequate number of photo locations to accurately document recovery of the impacted areas. Refer to Section VII.A of this Regional General Permit for special procedures regarding temporary impacts.

8. Adaptive Management Plan describing corrective actions that would be taken to restore the site to pre-construction conditions if recovery/re-establishment of the impacted areas does not occur during the required monitoring period of a minimum of 1 year, to include one complete growing season. Adaptive Management may include, but not be limited to, additional monitoring or replanting. Recovery includes the re-establishment of the dominant plant species that was present prior to the temporary impact.

F. Statement if future maintenance activities may be needed to maintain the function of the proposed structure, fill or work and the anticipated frequency of the maintenance activities that may be required, if applicable. Refer to Section III of this Regional General Permit.

G. List of adjacent property owners' names and mailing addresses.

H. List of any other regional general permit(s), NWP(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity.

SPECIAL NOTE 5: Additional information not included in the PCN requirements listed in Section I, Activities A-D, and Section II of this Regional General Permit, may be requested by the Corps on a case-by-case basis to inform the review of the proposed project.

SPECIAL NOTE 6: Multiple stormwater management activities covered by Section I (Activities Authorized) that occur within a *geographic project area* may be combined and submitted for Corps review in a single PCN.

SPECIAL NOTE 7: If the Corps determines that excavation/dredging activities may occur in a potentially contaminated area, a sediment evaluation, to be completed in accordance with the Inland Testing Manual, may be required to inform the review of the proposed project.

III. POST CONSTRUCTION PROCEDURES

A. The permittee **must** submit to the Corps a Post Construction Notification and Certification Form (PCNCF) for **each** maintenance activity conducted within 30 days of completion. Failure to comply with this special condition in its entirety is considered permit non-compliance and the permittee may be subject to enforcement actions. See Appendix B of this General Permit for the PCNCF.

B. The permittee must provide post-construction photographs of the authorized activities with the PCNCF.

C. Projects authorized **and** completed under Section I, Activities A-D, of this Regional General Permit, **may be maintained without** additional notification to the Corps **prior** to conducting the maintenance activity provided that:

- 1) the maintenance activities **do not exceed** the original dimensions authorized by this Regional General Permit;
- 2) the maintenance activities are initiated **prior** to the expiration of this Regional General Permit; **and**
- 3) the maintenance activities are completed within six (6) years after the date of issuance of this Regional General Permit unless this Regional General Permit is revoked in the interim (see Section XII of this Regional General Permit).

Special Note 8: Compensatory mitigation is not required for maintenance activities that comply with Section III.C. of this Regional General Permit.

IV. DEFINITIONS:

Areal Plant Cover: Refers to the aboveground extent of vegetation and is estimated visually assessing the portion (percent cover) of the sample area occupied by each species. (Reference: Environmental Laboratory. July 2010. Vegetation Sampling for Wetland Delineation: A Review and Synthesis of Methods and Sampling Issues. ERDC/CRREL CR-10-2. U.S. Army Corps of Engineers.)

Conversion: the change from a *vegetated water* to an *un-vegetated water*.

Geographic Project Area: the proposed project location of the single or multiple activities authorized by the Regional General Permit. The "geographic project area" may include, but is not limited to, a section of a city, a neighborhood, and/or a river/waterbody(ies) name. (NOTE: Appendix A provides example depictions of "geographic project areas").

Hydrophytic vegetation: a "community or assemblage" of macrophytic vegetation species dominated by species which are rated as Facultative, Facultative Wet, and/or Obligate on the current list (including regional lists) of the National Wetland Plant List.

Loss: permanent adverse effects to the tidal waters as a result of the authorized activity.

Maintained stormwater conveyances: those stormwater conveyances and/or drainage ditches that were previously excavated and have been maintained over time so that they still have a visible, defined channel and may be vegetated or un-vegetated.

Mean High Water: the line on the shore reached by the plane of mean high water. The line may be made from observations from physical markings such as debris, lines of vegetation or changes in types of vegetation.

Non-maintained stormwater conveyances: those stormwater conveyances and/or drainage ditches that were previously excavated but have not been maintained over time so that a visible,

defined channel is no longer present. Non-maintained stormwater conveyances may have reverted back to vegetated un-vegetated waters.

Non-tidal waters: waters that are not subject to the ebb and flow of the tide.

Tidal waters: those waters that rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by hydrologic, wind, or other effects.

Un-vegetated waters: tidal waters that have less than 50% vegetative cover within the footprint of the proposed activity. The vegetation must meet the definition of *hydrophytic vegetation* and does not include floating vegetation. *Areal plant cover* will be used to obtain percent of vegetative cover.

Vegetated waters: tidal waters that have 50% or more vegetative cover within the footprint of the proposed activity. The vegetation must meet the definition of *hydrophytic vegetation* and does not include floating vegetation. *Areal plant cover* will be used to obtain percent of vegetative cover.

Water Control Structure: a structure that controls the direction of water flow, the rate of water flow, and/or maintains a water surface elevation. Water control structures may consist of tidal flaps, valves, gates, spillway boxes, etc.

V. SPECIAL CONDITIONS:

A. The permittee must implement best management practices during and after all construction to minimize erosion and migration of sediments off site. These practices may include use of devices capable of preventing erosion and migration of sediments in waters of the United States, including wetlands. These devices must be maintained in a functioning capacity until the area is permanently stabilized. All disturbed land surfaces must be stabilized upon project completion. Stabilization refers to the minimization of erosion and migration of sediments off site.

B All wetland and stream crossings must be stabilized immediately following completion of construction/installation and must be aligned and designed to minimize the loss of waters of the United States.

C. Necessary measures must be taken to prevent oil, tar, trash, debris and other pollutants from entering waters of the United States, including wetlands that are adjacent to the authorized activity.

D. All excavated/dredged material must be disposed of in an upland location. No runback into jurisdictional waters is authorized by this Regional General Permit. All excavated/dredged material must be contained, dewatered and stabilized in such a way to prevent runback.

E. Placement and/or stockpiling (double handling) of excavated material in waters of the United States, including wetlands, is prohibited.

F. Once project construction is initiated, it must be carried to completion in an expeditious manner in order to minimize the period of disturbance to aquatic resources and the surrounding environment.

G. Use of this Regional General Permit does not obviate requirements to obtain all other applicable Federal, State, county, and local government authorizations.

H. No activity is authorized by this permit that will cause flooding or ponding of water on property in which the permittee does not have the necessary real estate interest.

I. All proposed culverts must be appropriately sized and positioned to meet the requirements of Regional General Conditions O and P for each individual crossing of waters of the United States.

J. For activities that include the new construction and/or replacement of culverted road crossings, at a minimum, the width of the base flow culvert(s) shall be approximately equal to the average channel width and will not reduce or increase stream depth. This is a minimum requirement that does not replace local and State requirements for roadway design.

K. The permittee must comply with all FEMA regulations and requirements. The permittee is advised that the National Flood Insurance Program (NFIP) prohibits any development within a designated floodway within the FEMA Special Flood Hazard Area (SFHA), including placement of fill, without a "No Impact Certification" approved by the local NFIP flood plain manager. The permittee is further advised that development activities in a designated FEMA Special Flood Hazard Area (SFHA) are subject to the floodplain management regulations of the National Flood Insurance Program (NFIP). If the proposed action is located in a designated FEMA SFHA (e.g., 100 year flood plain), the permittee must coordinate with the local NFIP flood plain manager and comply with FEMA requirements prior to initiating construction. A list of NFIP floodplain managers may be found at: <http://www.dnr.sc.gov/water/flood/index.html>.

L. That the permittee shall install and maintain sturdy grates or bars, with a maximum of 8 inches between bars, at the downstream end of all proposed new water control structures, pipes and/or culverts and/or these structures that will be repaired or replaced to prevent West Indian manatee from entering the pipes.

M. In order to ensure protection and reduce potential construction-related impacts to West Indian manatees that may be present in vicinity of the project area during construction activities performed outside the winter months, to discountable and insignificant levels, the permittee will comply with the following for all projects affecting the coastal waters of South Carolina:

1. The permittee shall instruct all personnel associated with the project of the potential presence of manatees and the need to avoid collisions with manatees. All construction personnel MUST monitor water-related activities for the presence of manatee(s) during May 1 - November 15. Construction personnel are requested to

monitor outside of that timeframe as manatees may be in the area before or after the above dates.

2. Any collision with and/or injury to a manatee shall be reported immediately to the U.S. Fish and Wildlife Service contacts: Melanie Olds, South Carolina Manatee Lead, Charleston Field Office, at 843-727-4707 ext. 205; or Terri Calleson, Manatee Recovery Coordinator, North Florida Field Office, at 904-731-3286.

VI. GENERAL CONDITIONS:

The activities authorized by this Regional General Permit must comply with ALL of the following general conditions:

A. This Regional General Permit authorizes only those activities specifically addressed above in **Section I**. The permittee must obtain Department of the Army authorization, such as a Nationwide Permit or Individual Permit, for all other activities that are regulated pursuant to 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act.

B. All activities identified and authorized herein shall be consistent with the terms and conditions of this Regional General Permit; any variance not specifically identified and authorized herein shall constitute a violation of the terms and conditions of this permit and may result in the modification, suspension, or revocation of the Regional General Permit, as set forth more specifically in General Condition F. below and in the institution of such legal proceedings as the United States Government may consider appropriate.

C. The permittee must make every reasonable effort to conduct the work authorized herein in a manner so as to minimize any adverse impact to fish, wildlife, and other environmental resources.

D. The permittee must make every reasonable effort to conduct the work authorized herein in a manner so as to avoid and minimize degradation of water quality.

E. The permittee shall allow the District Engineer or his authorized representative(s) to make periodic inspections at any time deemed necessary in order to assure that the activity being performed under authority of this Regional General Permit is in accordance with the terms and conditions prescribed herein.

F. Authorization of a specific work or structure authorized herein may be summarily suspended in whole or in part upon finding by the District Engineer that immediate suspension would be in the general public interest or there has been violation of any terms or conditions of this permit. Such suspension shall be effective upon receipt by the permittee of a written notice thereof which shall indicate 1) the extent of the suspension, 2) the reasons for this action, and 3) any corrective or preventative measures to be taken by a permittee which are deemed necessary by the District Engineer to abate imminent hazards to the general public interest. A permittee shall take immediate action to comply with the provisions of this notice. Within ten (10) days following the receipt of this notice of suspension, the permittee may request a meeting with the

District Engineer or public hearing to present information relevant to a decision whether their permit should be reinstated, modified, or revoked. If a public hearing is requested, it shall be conducted pursuant to procedures prescribed by the Chief of Engineers. After completion of the public hearing or within a reasonable time after issuance of the suspension notice to the permittee if no hearing is requested, the authorization of the specific work or structure will be reinstated, modified, or revoked. Any modification, suspension, or revocation under this Regional General Permit shall not be the basis for any claim for damages against the United States.

G. Upon receipt of a notice from the District Engineer for failure to comply with the terms, conditions, or standards of this Regional General Permit, the project owner must within sixty (60) days without expense to the United States and in such a manner as directed by the District Engineer or his authorized representative(s), effect compliance with the terms, conditions, and standards or remove the previously authorized work or structure.

H. This Regional General Permit does not convey any property rights, either in real estate or material, or any exclusive privileges; it does not authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws, nor does it obviate the requirement to obtain other Federal, State, or local assent or to comply with any applicable standards required by ordinance for the activities authorized herein. Other Federal, State, or local agencies are not limited by this document and may impose more stringent requirements than those stated herein.

I. Any activity that may adversely affect any federally listed threatened or endangered species, a species proposed for listing, or designated critical habitat is NOT authorized by this Regional General Permit. These activities will be evaluated under the individual permit review process as specified in 33 CFR Part 325.

J. Historic Properties.

1. In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.
2. Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the District Engineer with the appropriate documentation to demonstrate compliance with those requirements. The District Engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the proposed activity, or whether additional section 106 consultation is necessary.
3. The PCN must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the Subscriber View Map of SC ArchSite, the State Historic Preservation Officer or

Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places. The Watershed Resources Registry and the "Rice Fields and Section 106: SHPO Guidance for Federal Agencies and Applicants" document should also be consulted. Based on the information submitted and these efforts, the District Engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the District Engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

4. The District Engineer will notify the prospective permittee whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties.
5. Prospective permittees of this Regional General Permit should be aware that Section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

K. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this Regional General Permit, you must immediately notify the State Historic Preservation Office immediately and the district engineer of what you have found, and to the maximum extent *practicable*, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places. Archeological remains consist of any materials made or altered by man, which remain from past historic or prehistoric times (i.e., older than 50 years). Examples include old pottery fragments, metal, wood, arrowheads, stone implements or tools, human burials, historic docks, *structures*, or non-recent (i.e., older than 100 years) vessel ruins.

L. The permittee must notify the South Carolina Institute of Archaeology and Anthropology-Maritime Research Division (MRD) in accordance with the South Carolina Underwater Antiquities

Act of 1991 (Article 5, Chapter 7, Title 54 Code of Laws of South Carolina, 1976) in the event archaeological or paleontological remains are found during the course of the work. MRD may be contacted at 803-576-6565. Archaeological remains consist of any materials made or altered by man which remains from the past historic or prehistoric times (i.e., older than 50 years). Examples include old pottery fragments, metal, wood, arrowheads, stone implements or tools human, burials, historic docks, structures or non-recent (i.e., older than 100 years) vessel ruins. Paleontological remains consist of old animal remains, original or fossilized, such as teeth, tusk, bone or entire skeletons.

M. The District Engineer, at his/her discretion, may determine that this Regional General Permit will not be applicable to a specific construction proposal. In such case the procedure for processing an individual permit in accordance with 33 CFR 325 will be available.

N. A copy of the project-specific authorization and drawings must be available at the site of the permitted activity during construction.

O. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

P. To the maximum extent practicable, the preconstruction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the preconstruction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

Q. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or their authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

R. Use of the permitted activity must not interfere with the public's right to free navigation on all navigable waters of the U.S.

VII. SPECIAL PROCEDURES

A. If the *tidal waters* area has not recovered from the temporary impacts associated with temporary structures, fills and/or work, including the use of temporary mats, after photographic monitoring is complete, adaptive management may be required. Additionally, if frequent maintenance excavation/dredging activities of stormwater conveyances in *tidal waters* are anticipated and those areas impacted by temporary structures, fills, and work, including the use of wooden or synthetic mats, cannot or will not become re-established due to repeated disturbances, these impacts should be included in the PCN and would apply to the 3-acre impact limit for activities within the *geographic project area* identified in the PCN. The temporary mats include timber mats, metal, synthetic and/or artificial mats, or other materials that may serve the purpose of mats.

B. This Regional General Permit can be used in conjunction with Nationwide Permits or other General Permits wherein the activities authorized by this Regional General Permit are part of a single and complete project that may qualify for a Nationwide Permit(s) and/or other Regional General Permit. The *loss of tidal waters* and/or *conversion of vegetated waters* would be considered cumulative.

C. Temporary structures, fills and/or work, including temporary mats, shall be removed immediately upon completion of the work and are authorized for a period of **no more than 180 days per activity**. Activities that require the use of the temporary structures, fills and/or work, including temporary mats for more than 180 days will require additional Corps approval. The temporary mats include timber mats, metal, synthetic and/or artificial mats, or other materials that may serve the purpose of mats.

VIII. PROHIBITED ACTIVITIES:

All work that exceeds the terms and conditions specified herein is prohibited unless an Individual or Nationwide Permit has been obtained from the Corps. All work for purposes other than those specified herein is expressly not authorized by this Regional General Permit.

IX. REQUIRED AUTHORIZATIONS:

Prior to performing any of the work authorized herein, the permittee shall obtain all necessary state permits from the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Management and any other required Federal, State, or local authorizations.

X. PENALTIES FOR VIOLATIONS:

Authorization obtained under this Regional General Permit limits the size and use of any work or structures. Any deviation from the specifications, or other terms or conditions, of the Regional General Permit shall constitute a violation of Section 10 of the Rivers and Harbors Act and/or Section 404 of the Clean Water Act, and may result in the District Engineer seeking judicial relief to have the permittee remove the structure or work and/or restore the project area to its former condition, as well as the imposition of penalties as provided by law.

XI. LIMITS OF FEDERAL LIABILITY:

In issuing this Regional General Permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

XII. REVOCATION OF THE REGIONAL GENERAL PERMIT:

This Regional General Permit may be revoked by issuance of a public notice at any time the District Engineer determines that the cumulative effects of the activities authorized herein have an adverse effect on the public interest. Following such revocation, any future activities in areas covered by this Regional General Permit will be processed as Individual or Nationwide Permits.

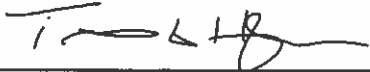
XIII. DURATION OF THE REGIONAL GENERAL PERMIT:

This Regional General Permit (RGP) is valid until March 2, 2027, unless the district engineer modifies, suspends, or revokes this RGP in accordance with 33 CFR 330.5(d). If prior to this date, the RGP is reissued without modification or the activity complies with any subsequent modification of the RGP, the verification continues to remain valid until March 2, 2027. If you commence, or are under contract to commence this activity before the RGP expires, or the RGP is modified, suspended, or revoked by the Chief of Engineers or division engineer in accordance with 33 CFR 330.5(b) or (c), respectively, in such a way that the activity would no longer comply with the terms and conditions of the RGP, you will have 12 months after the date the RGP expires or is modified, suspended, or revoked, to complete the activity under the present terms and conditions of this RGP.

This Regional General Permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

This permit shall become effective on the date of the District Engineer's signature.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:



Andrew C. Johannes, PhD PE PMP
Lieutenant Colonel, U.S. Army
Commander and District Engineer

2 March 2022

Date

or an authorized Designee

Travis G. Hughes
Chief, Regulatory Division

Appendix A

Geographic Project Area- Example 1

Example 1 shows a small geographic project area that includes 1 waterway where 1 proposed activity may occur.



Geographic Project Area – Example 2

Example 2 shows a geographic project area that includes one waterway where multiple proposed activities could be included in one PCN.



Geographic Project Area – Example 3

Example 3 shows a geographic project area that includes several waterways where multiple proposed activities could be included in one PCN.



Appendix B

Stormwater Conveyance Regional General Permit (RGP-23) Post Construction Notification and Certification Form

This form must be completed in its entirety and submitted to the Corps at SAC.RD.Charleston@usace.army.mil or SAC.RD.Conway@usace.army.mil within 30 days of completion of the activity or activities.

Project SAC # _____
(Provide the SAC # for the originally authorized work)

1. Project Name: _____ 2. Date: _____

3. Permittee Name: _____

4. Permittee Address: _____

5. Phone: _____ 6. Email: _____

7. Latitude/Longitude of Each Activity: (Add attachments as necessary) _____

8. Description of Each Activity: (Description may include references to the applicable sections of the General Permit. Add attachments as necessary)

9. Impacts: You must provide the impacts to waters of the U. S. for **each specific activity completed** (Add attachments as necessary).

Discharge of Dredged or Fill Material: _____ cubic yards _____ acres

Excavation: _____ cubic yards _____ acres

Temporary impacts: describe the type of temporary work (i.e. wetland mats) that occurred (Add attachments as necessary).

10. Date activity initiated: _____ 11. Date activity completed: _____

12. Post-Construction Photographs: Photographs of the project area must be taken after project construction is complete. The photographs must be attached to and submitted with this form.

I hereby certify the maintenance work authorized by the Stormwater Conveyance Regional General Permit (RGP-23) has been completed in accordance with the terms and conditions of said permit.

Name of Permittee

Signature of Permittee

Date

11.0 MONITORING AND RESTORATION OF TEMPORARY IMPACTS

11.1 Post Project restoration

Following construction completion of the re-established drainage channel, the site will be regraded to pre-construction conditions and allowed to revegetate naturally from the surrounding marsh as applicable.

11.2 Photographic Monitoring

A photographic monitoring plan for the temporary impacted areas of the project will be implemented to demonstrate re-establishment of preconstruction contours and vegetation cover. Two locations on the site were chosen for photographic monitoring which will accurately document the recovery of the impacted areas across the entire site. Photographic monitoring locations and their coordinates are depicted in Figure 5. Location 1 will document the impacted area around the channel at the beginning of the outfall looking southwest towards the marsh; location 2 will document impacted areas from the middle of the channel looking southwest to the end of the excavated drainage channel and looking northeast towards the start of the channel.

The photographic monitoring will occur for a minimum of one year from the date of removal of temporary impacts and will include one full growing season. The predominant species of vegetation in the impacted area to be monitored are smooth cordgrass and black needle rush. Other naturally occurring saltmarsh plant species will also be documented if found in the restoration area as part of the monitoring process. Photographs will be taken at the following times to show a comparison of site conditions over a full growing season:

1. Prior to construction to document pre-construction conditions at the site.
2. After the removal of the temporary structures to document the immediate post-construction conditions at the site.
3. One monitoring event during the next annual growing season between May and September to document vegetation changes after a full growing season.



Figure 5: Photo Monitoring Locations

11.3 Adaptive Mitigation Plan

If after one year and/or one full growing season the photographic monitoring shows that recovery of impacted areas has not occurred, then the City of Charleston will perform restoration as needed in those areas. Restoration will include, as needed, re-grading of impacted areas to bring them back to pre-construction elevations using hand tools to prevent additional impacts. Smooth cordgrass will then be transplanted in areas which have not recovered on their own. Smooth cordgrass plugs used for restoration will be selected from the adjacent saltmarsh area. Smooth cordgrass plugs would be planted every 36" within the impacted areas as is recommended by the Planting Guidelines for Marsh Development and Bank Stabilization published by the U.S. Army Corps of Engineers Coastal Engineering Research Center. An additional year of photographic monitoring will be used to evaluate restored areas vegetative growth.

12.0 MITIGATION

Section 404 of the CWA requires permits for the discharge of dredged or fill material into WOTUS, including wetlands. Jurisdictional wetlands and WOTUS are defined by 33 C.F.R. § 328.3(b) and are protected by Section 404 of the CWA (33 U.S.C.A. § 1344), which is enforced by the USACE, Charleston District in South Carolina.

The Joint Federal and State Application Form for Activities Affecting WOTUS or Critical Areas of the State of South Carolina and associated permit drawings depicting the proposed wetland impacts on the site are included in Appendix I.



SC DEPARTMENT of
**ENVIRONMENTAL
SERVICES**

January 6, 2025

Matthew Fountain
2 George Street
Charleston, SC 29403

9489 0090 0027 6372 8353 14

Re: BCM05653

Dear Matthew Fountain:

The Bureau of Coastal Management (the Department) has reviewed your application to re-establish the original drainage channel from the outfall located at Sandcroft Drive, Charleston, Charleston County, South Carolina and has issued a permit for this work. You should carefully read the description of the authorized project and special conditions that have been placed on the permit, as these conditions may modify the permitted activity. In addition, there are a series of general conditions that should be reviewed. The original and one photocopy of the permit, as issued, are enclosed. After carefully reading the permit, if you wish to accept the permit as issued, sign and date in the signature block entitled "PERMITTEE" on the original version of the permit and **return it to this Department. Keep the photocopy for your records.**

PLEASE READ CAREFULLY: You are required to sign and return the original version of your permit to this Department within thirty (30) days of issuance. S.C. Code Ann. § 48-6-30(D)(2) provides, "Within thirty calendar days after the mailing of a decision [pursuant to S.C. Code Ann. § 48-6-30(D)(1)], an applicant, permittee, licensee, certificate holder, or affected person desiring to contest the department decision may request a contested case hearing before the Administrative Law Court, in accordance with the Administrative Procedures Act."

In order to request a construction placard, please submit a critical area placard request through ePermitting. You must send in this request before the time you wish to start construction. At that time a construction placard will be sent to you to post at the construction site.

PLEASE NOTE: You are not authorized to commence work under the permit until we have received the original version of the entire permit signed and accepted by you, and a construction placard has been issued and posted at the construction site. The receipt of this permit does not relieve you of the responsibility of acquiring any other federal or local permits that may be required. Please return the signed permit to the following address:

SCDES Bureau of Coastal Management
1362 McMillan Ave, Suite 400
Charleston, SC29405

Sincerely,


Jacqueline A. Adams
Project Manager
Critical Area Permitting Section

**SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES
BUREAU OF COASTAL MANAGEMENT**

**STORMWATER CONVEYANCE SYSTEMS
GENERAL PERMIT**

Permittee: Matthew Fountain

Permit Number: BCM05653

Date of Issuance: January 6, 2025

Expiration Date: January 6, 2030

Location: On and adjacent to Cooper River at approximately 250 feet west of the intersection of Ashley Hall Road and Sandcroft Drive, (32.818591 °N, -80.024441 °W), Charleston, Charleston County, South Carolina.

**SEE SPECIAL
CONDITION(S)**

This permit is issued under the S.C. Coastal Zone Management Act of 1977 and the Final Rules and Regulations of SCDES BCM. **Please carefully read the project description and any special conditions that may appear on this permit/certification as they will affect the work that is allowed and may modify the work from that shown on the submitted plans. All special conditions attached to the permit will take precedent over submitted plans.** If no special conditions have been placed on this permit, then the work is authorized as described in the project description and as modified by the general conditions. The general conditions are also a part of this permit and should be read in their entirety.

DESCRIPTION OF PROJECT:

The plans submitted by you, attached hereto, show the authorized work consists of: Approximately 183 linear feet of the original drainage channel to be excavated to re-establish positive drainage. The excavated channel will be approximately 6 to 12-inches deep from the existing grade and will have a 12-inch wide bottom with 1: 1 slope. This permit has been approved as stated, subject to the following conditions.

SPECIAL CONDITIONS:

1. All work must be constructed in accordance with GP-2022-SW11-3 listed in "Attachment A."
2. All work must comply with special conditions listed in "Attachment A."

PERMITTEE'S ATTENTION IS DIRECTED TO GENERAL CONDITIONS NUMBERS FOUR (4) AND FIVE (5). BY ACCEPTANCE OF THIS PERMIT, PERMITTEE IS PLACED ON NOTICE THAT THE STATE OF SOUTH CAROLINA, BY ISSUING THIS PERMIT, DOES NOT WAIVE ITS RIGHTS TO REQUIRE PAYMENT OF A REASONABLE FEE FOR USE OF STATE LANDS AT A FUTURE DATE IF SO DIRECTED BY STATUTE.

THE PERMITTEE, BY ACCEPTANCE OF THIS PERMIT AGREES TO ABIDE BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND TO PERFORM THE WORK IN STRICT ACCORDANCE WITH THE PLANS AND SPECIFICATIONS ATTACHED HERETO AND MADE A PART HEREOF. ANY DEVIATION FROM THESE CONDITIONS, TERMS, PLANS, AND SPECIFICATIONS SHALL BE GROUNDS FOR REVOCATION, SUSPENSION OR MODIFICATION OF THIS PERMIT AND THE INSTITUTION OF SUCH LEGAL PROCEEDINGS AS SCDES BCM MAY CONSIDER APPROPRIATE.

BCM05653

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE)
Matthew Fountain

(DATE)

This permit becomes effective when the State official, designated to act for the Bureau of Coastal Management, has signed below.



(CRITICAL AREA PROJECT MANAGER)
Jacqueline A Adams
Other Authorized State Official



(DATE)

**SEE SPECIAL
CONDITION(S)**

SEE SPECIAL CONDITION(S)

GENERAL CONDITIONS:

This construction and use permit is expressly contingent upon the following conditions which are binding on the permittee:

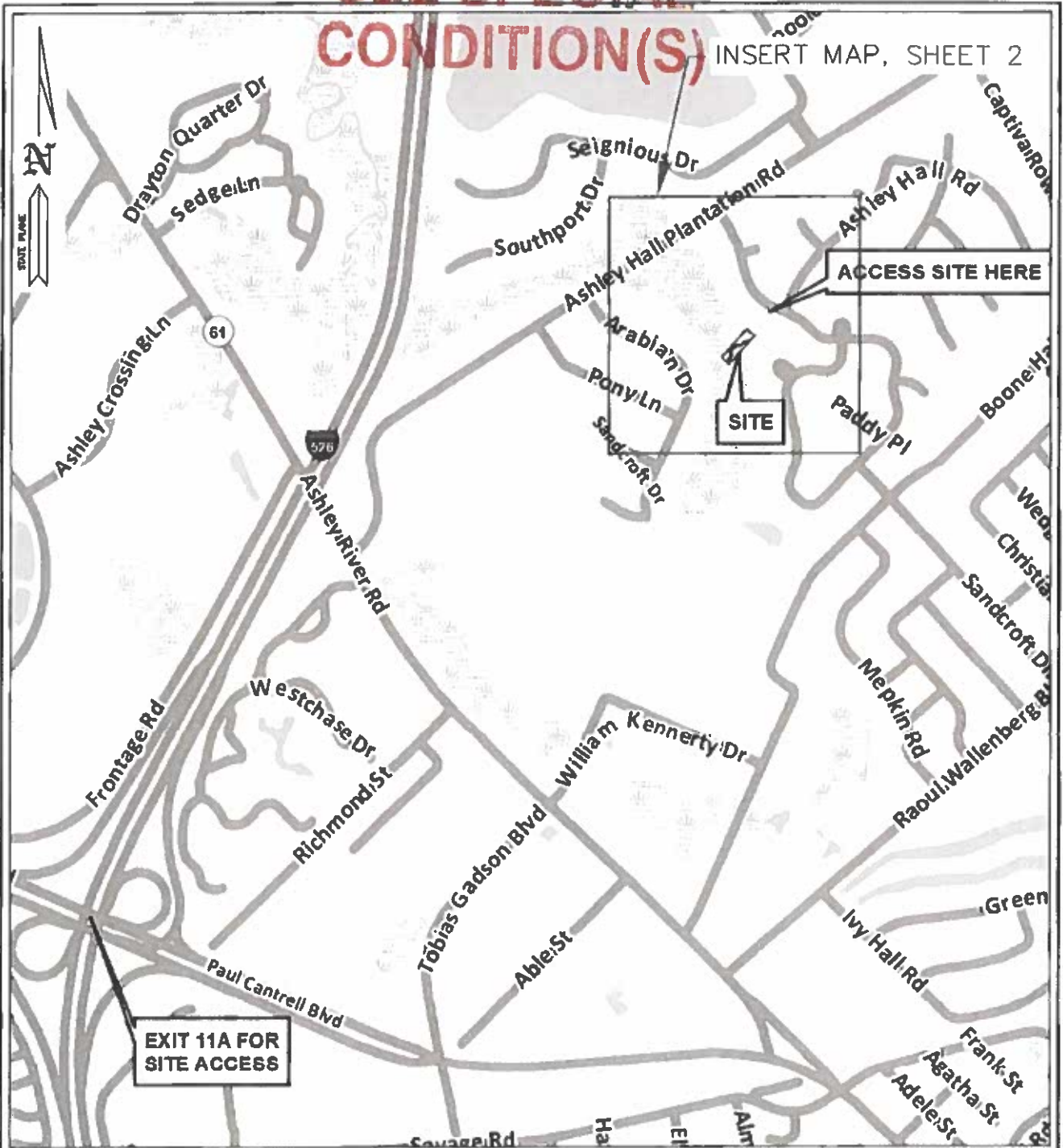
1. The permittee, in accepting this permit, covenants and agrees to comply with and abide by the provisions and conditions herein and assumes all responsibility and liability and agrees to save BCM and the State of South Carolina, its employees or representatives, harmless from all claims of damage arising out of operations conducted pursuant to this permit.
2. If the activity authorized herein is not constructed or completed within one year of the date of issuance, this permit shall automatically expire. A request, in writing, for an extension of time shall be made not less than thirty days prior to the expiration date.
3. All authorized work shall be conducted in a manner that minimizes any adverse impact on fish, wildlife and water quality.
4. This permit does not relieve the permittee from the requirements of obtaining a permit from the U. S. Army Corps of Engineers or any other applicable federal agency, nor from the necessity of complying with all applicable local laws, ordinances, and zoning regulations. This permit is granted subject to the rights of the State of South Carolina in the navigable waters and shall be subject, further, to all rights held by the State of South Carolina under the public trust doctrine as well as any other right the State may have in the waters and submerged lands of the coast.
5. This permit does not convey, expressly or impliedly, any property rights in real estate or material nor any exclusive privileges; nor does it authorize the permittee to alienate, diminish, infringe upon or otherwise restrict the property rights of any other person or the public; nor shall this permit be interpreted as appropriating public properties for private use.
6. The permittee shall permit BCM or its authorized agents or representatives to make periodic inspections at any time deemed necessary in order to ensure that the activity being performed is in accordance with the terms and conditions of this permit.
7. Any abandonment of the permitted activity will require restoration of the area to a satisfactory condition as determined by BCM.
8. This permit may not be transferred to a third party without prior written notice to BCM, either by the transferee's written agreement to comply with all terms and conditions of this permit or by the transferee subscribing to this permit and thereby agreeing to comply.
9. If the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and special signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.
10. The permit construction placard or a copy of the placard shall be posted in a conspicuous place at the project site during the entire period of work.
11. The structure or work authorized herein shall be in accordance with the permit, as issued, and shall be maintained in good condition. Failure to build in accordance with the permit, as issued, or failure to maintain the structure in good condition, shall result in the revocation of this permit.

12. The authorization for activities or structures herein constitutes a revocable license. BCM may require the permittee to modify activities or remove structures authorized herein if it is determined by BCM that such activity or structures violates the public's health, safety, or welfare, or if any activity is inconsistent with the public trust doctrine. Modification or removal under this condition shall be ordered only after reasonable notice stating the reasons therefore and provision to the permittee of the opportunity to respond in writing. When the Permittee is notified that BCM intends to revoke the permit, Permittee agrees to immediately stop work pending resolution of the revocation.
13. BCM shall have the right to revoke, suspend, or modify this permit in the event it is determined the permitted structure (1) significantly impacts the public health, safety and welfare, and/or is violation of Section 48-39-150, (2) adversely impacts public rights, (3) that the information and data which the permittee or any other agencies have provided in connection with the permit application is either false, incomplete or inaccurate, or (4) that the activity is in violation of the terms and/or conditions, including any special conditions of the permit. That the permittee, upon receipt of BCM's written intent to revoke, suspend, or modify the permit has the right to a hearing. Prior to revocation, suspension, or modification of this permit, BCM shall provide written notification of intent to revoke to the permittee, and permittee can respond with a written explanation to BCM. (South Carolina Code Section 1-23-370 shall govern the procedure for revocation, suspension or modification herein described).
14. Any modification, suspension or revocation of this permit shall not be the basis of any claim for damages against BCM or the State of South Carolina or any employee, agent, or representative of BCM or the State of South Carolina.
15. All activities authorized herein shall, if they involve a discharge or deposit into navigable waters or ocean waters, be at all times consistent with all applicable water quality standards, effluent limitations and standards of performance, prohibitions, and pretreatment standards established pursuant to applicable federal, state and local laws.
16. Extreme care shall be exercised to prevent any adverse or undesirable effects from this work on the property of others. This permit authorizes no invasion of adjacent private property, and BCM assumes no responsibility or liability from any claims of damage arising out of any operations conducted by the permittee pursuant to this permit.

**SEE SPECIAL
CONDITION(S)**

SEE SPECIAL
CONDITION(S)

INSERT MAP, SHEET 2



SANDCROFT DRIVE OUTFALL RE-ESTABLISHMENT PROJECT VICINITY MAP

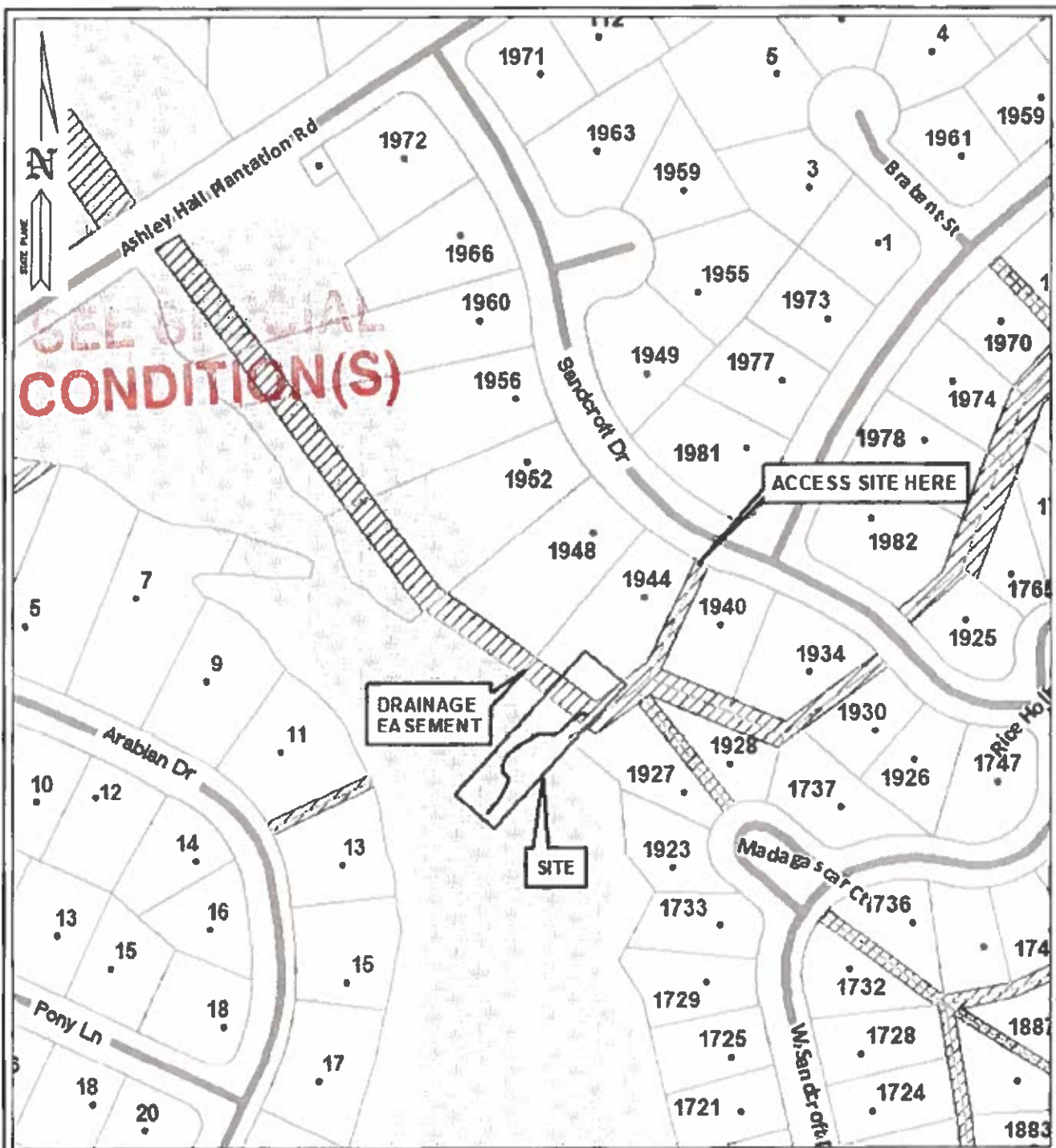
NO.	REVISED	BY

DRAWN BY: MMW
CHECKED: BLS



APPLICANT: CITY OF CHARLESTON
DEPARTMENT OF STORMWATER MANAGEMENT
2 GEORGE STREET, CHARLESTON, SC 29401-3506
RICE HOLLOW & ASHLEY HALL PLANTATION NEIGHBORHOODS
CITY OF CHARLESTON
CHARLESTON COUNTY, SC

APPROVED	DATE	PAGE No.
BENJAMIN L. SMITH, P.E. Project Manager III	9/11/2023	6
SCALE: N.T.		



SANDCROFT DRIVE OUTFALL RE-ESTABLISHMENT PROJECT INSET MAP

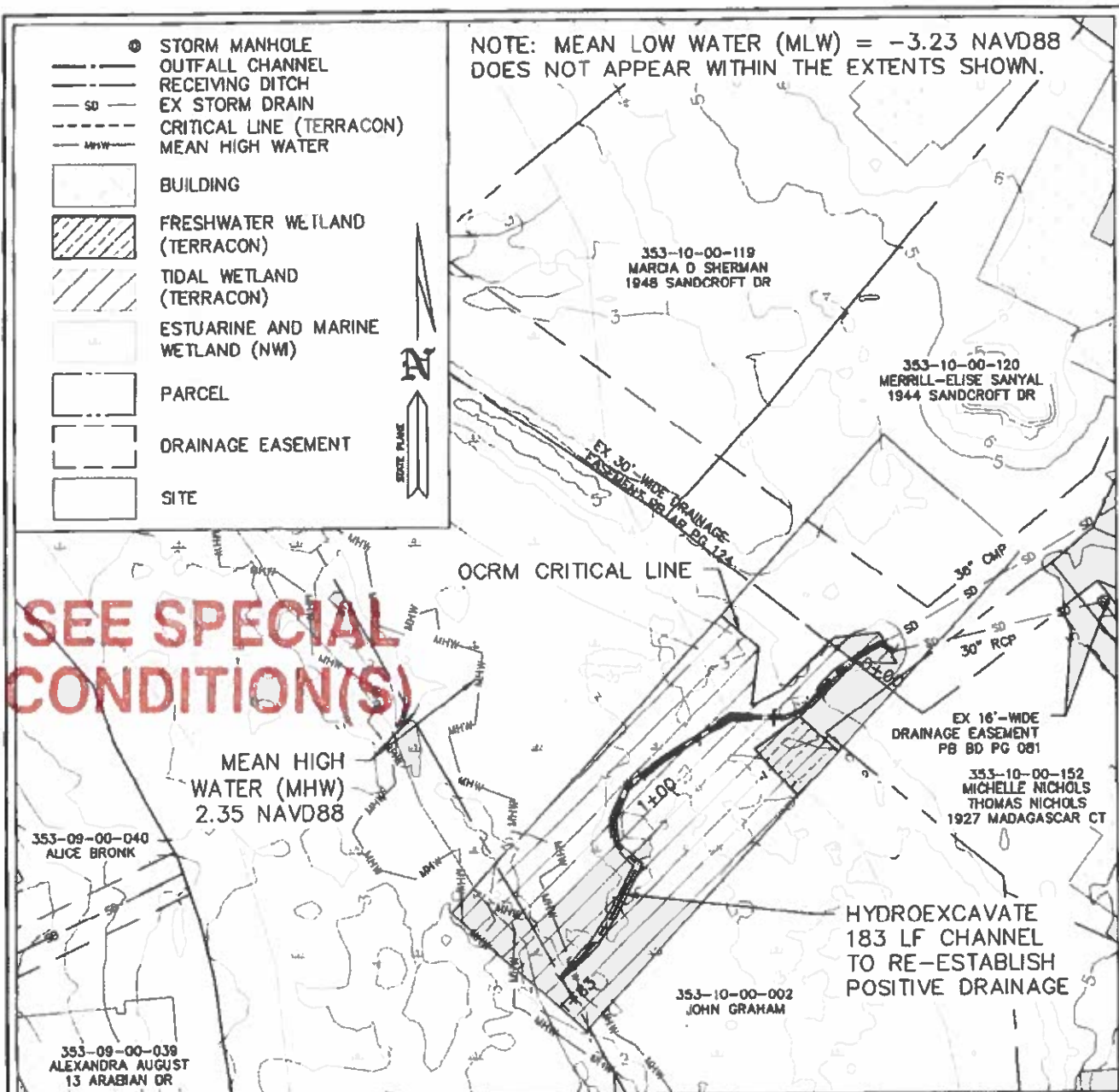
NO.	REVISED	BY

DRAWN BY: MMW
CHECKED : BLS



APPLICANT: CITY OF CHARLESTON
DEPARTMENT OF STORMWATER MANAGEMENT
2 GEORGE STREET, CHARLESTON, SC 29401-3506
RICE HOLLOW & ASHLEY HALL PLANTATION NEIGHBORHOODS
CITY OF CHARLESTON
CHARLESTON COUNTY, SC

APPROVED	
PROFESSOR	
Benjamin Smith, P.E.	
Project Manager	
DATE:	3/15/2023
SCALE:	N.T.S.
PAGE No:	2 of 6



CRITICAL LINE AND WETLAND DELINEATIONS ARE AS DESCRIBED BY TERRACON ON ACCOMPANYING DOCUMENTS. UNSTAKED WETLAND DATA PROVIDED BY THE NATIONAL WETLANDS INVENTORY - VERSION 2, SURFACE WATERS AND WETLANDS INVENTORY. 1' CONTOURS (NAVD 88) WERE GENERATED BY DEWBERRY FOR SCDNR USING THE 2017 LIDAR FLIGHT. PARCEL DATA PROVIDED BY CHARLESTON COUNTY GIS. EXISTING STORMWATER UTILITY LOCATIONS SHOWN VIA CITY OF CHARLESTON GIS. BUILDING OUTLINES PROVIDED BY SCDNR USING THE 2017 LIDAR FLIGHT. EDGE OF PAVEMENT DATA DERIVED FROM 1992 ORTHOPHOTOGRAPHY. NO FIELD SURVEY WAS CONDUCTED FOR THIS PROJECT EXCEPT AS NOTED BY TERRACON.

SANDCROFT DRIVE OUTFALL RE-ESTABLISHMENT PROJECT PLAN VIEW

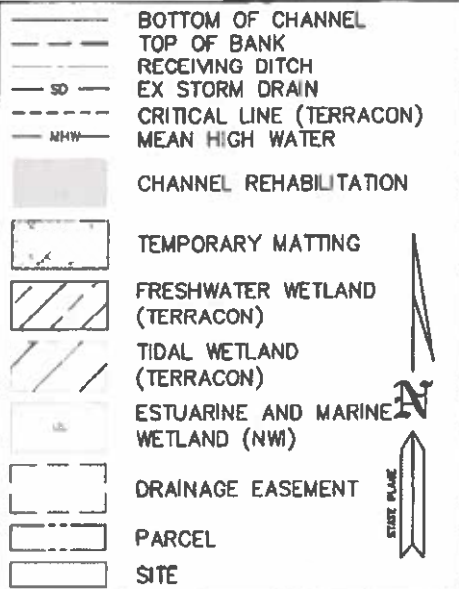
NO.	REVISED	BY

DRAWN BY: MMW
CHECKED: BLS



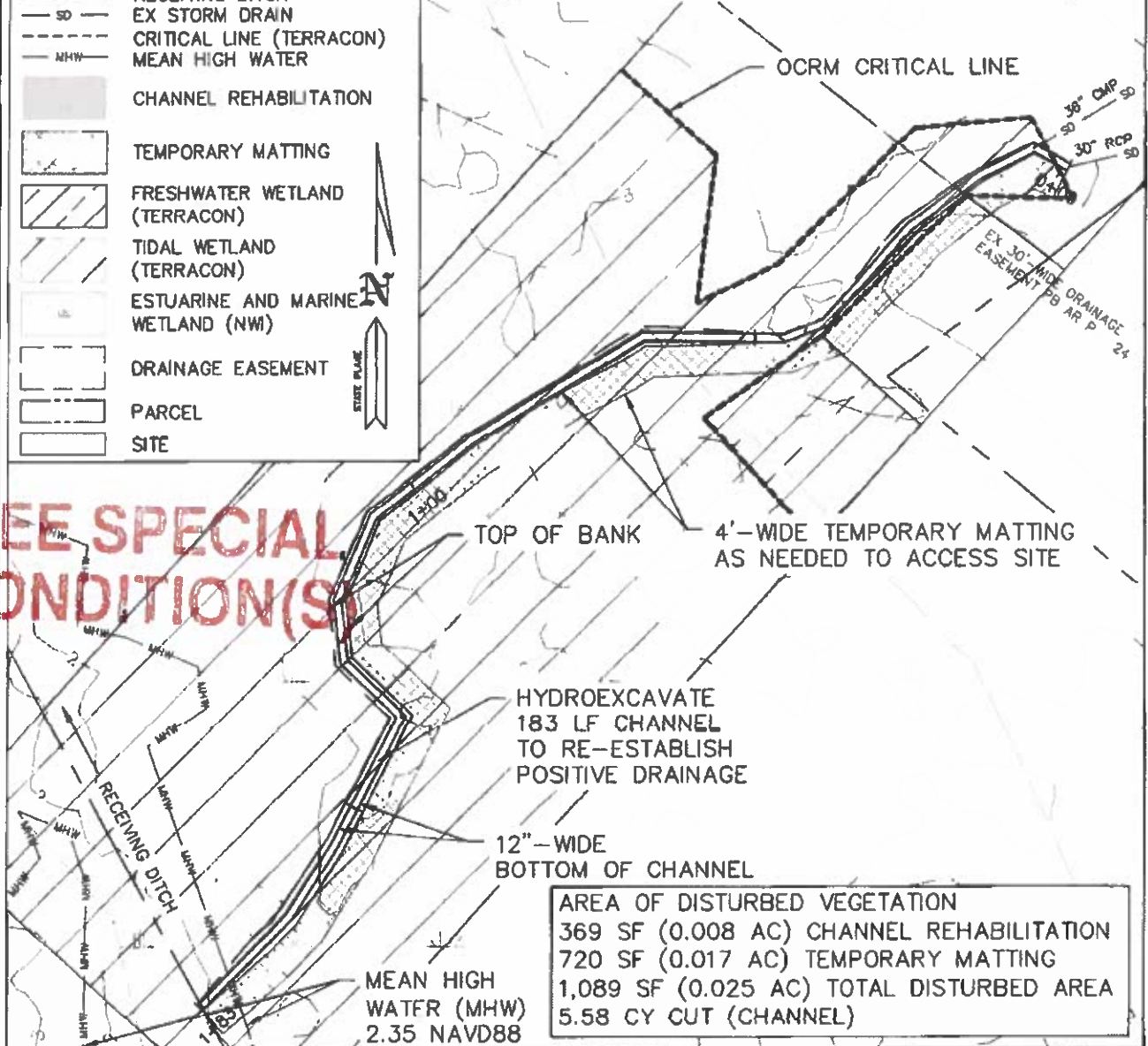
APPLICANT, CITY OF CHARLESTON
DEPARTMENT OF STORMWATER MANAGEMENT
2 GEORGE STREET, CHARLESTON, SC 29401-3506
RICE HOLLOW & ASHLEY HALL PLANTATION NEIGHBORHOODS
CITY OF CHARLESTON
CHARLESTON COUNTY, SC

APPROVED	PROJECT MANAGER
Benjamin Smith, P.E.	Project Manager
DATE: 9/11/2024	PAGE 80: 6
SCALE: 1"=50'	



NOTE: MEAN LOW WATER (MLW) = -3.23 NAVD88 DOES NOT APPEAR WITHIN THE EXTENTS SHOWN.

SEE SPECIAL CONDITION(S)



AREA OF DISTURBED VEGETATION
 369 SF (0.008 AC) CHANNEL REHABILITATION
 720 SF (0.017 AC) TEMPORARY MATTING
 1,089 SF (0.025 AC) TOTAL DISTURBED AREA
 5.58 CY CUT (CHANNEL)

CRITICAL LINE AND WETLAND DELINEATIONS ARE AS DESCRIBED BY TERRACON ON ACCOMPANYING DOCUMENTS. UNSTAKED WETLAND DATA PROVIDED BY THE NATIONAL WETLANDS INVENTORY - VERSION 2. SURFACE WATERS AND WETLANDS INVENTORY. 1' CONTOURS (NAVD 88) WERE GENERATED BY DEWBERRY FOR SCDNR USING THE 2017 LIDAR FLIGHT. PARCEL DATA PROVIDED BY CHARLESTON COUNTY GIS. EXISTING STORMWATER UTILITY LOCATIONS SHOWN VIA CITY OF CHARLESTON GIS. BUILDING OUTLINES PROVIDED BY SCDNR USING THE 2017 LIDAR FLIGHT. EDGE OF PAVEMENT DATA DERIVED FROM 1992 ORTHOPHOTOGRAPHY. NO FIELD SURVEY WAS CONDUCTED FOR THIS PROJECT EXCEPT AS NOTED BY TERRACON.

SANDCROFT DRIVE OUTFALL RE-ESTABLISHMENT PROJECT PROJECT FOOTPRINT

NO.	REVISED	BY

DRAWN BY: MMW
 CHECKED: BLS

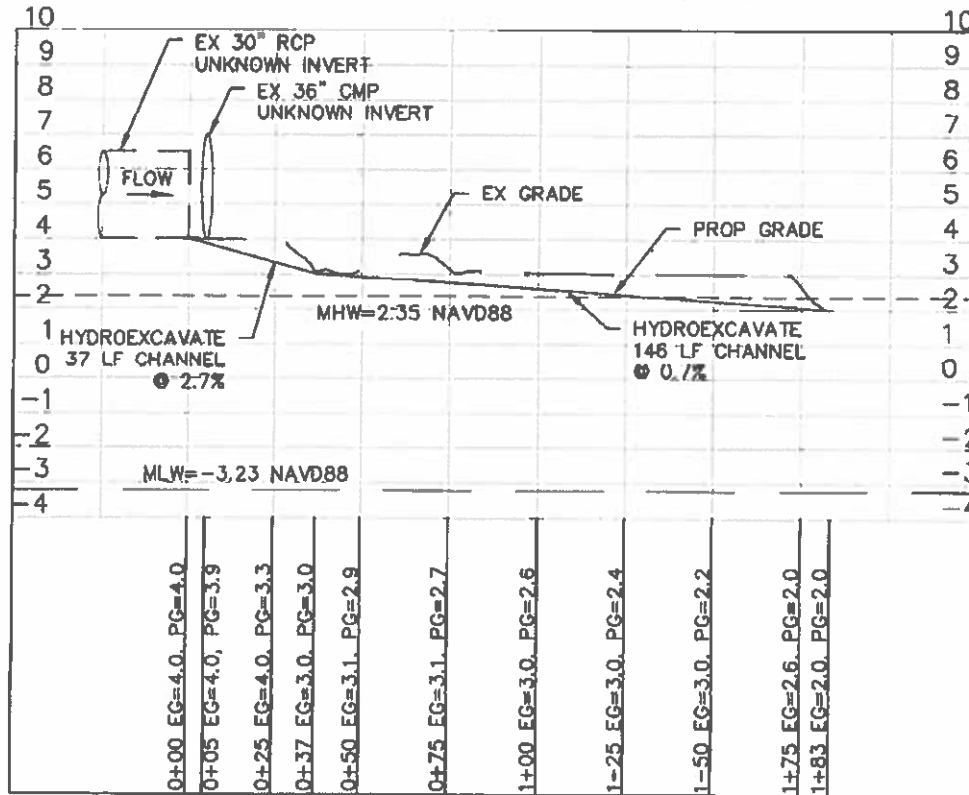


APPLICANT: CITY OF CHARLESTON
 DEPARTMENT OF STORMWATER MANAGEMENT
 2 GEORGE STREET, CHARLESTON, SC 29401-3506
 RICE HOLLOW & ASHLEY HALL PLANTATION NEIGHBORHOODS
 CITY OF CHARLESTON
 CHARLESTON COUNTY, SC

APPROVED
 [Signature]
 PROJECT MANAGER
 DATE: 9/17/2019
 SCALE: 1"=20'
 PAGE 6 OF 6

8 of 11

Sandcroft Drive Outfall Profile



NOTE: DATUM FROM NOAA STATION 8665101, COSGROVE BRIDGE, ASHLEY RIVER SC

**SEE SPECIAL
CONDITION(S)**



SCALE IN FEET
HORIZONTAL SCALE: 1" = 50'



SCALE IN FEET
VERTICAL SCALE: 1" = 5'

SANDCROFT DRIVE OUTFALL RE-ESTABLISHMENT PROJECT PROFILE VIEW

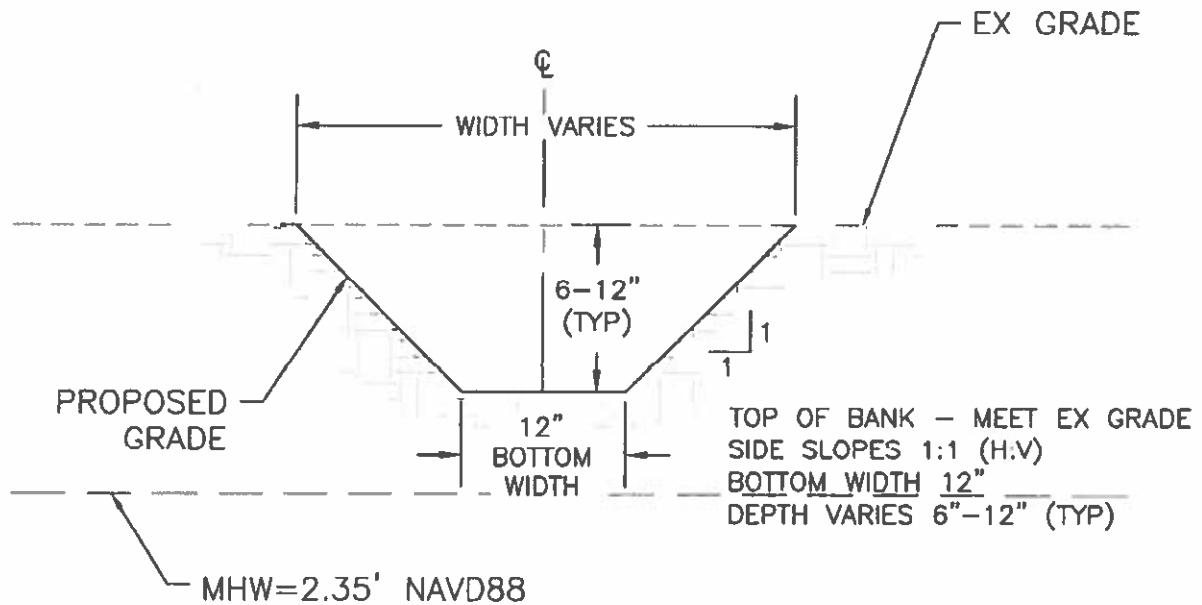
NO.	REVISED	BY

DRAWN BY: MMW
CHECKED: BLS



APPLICANT: CITY OF CHARLESTON
DEPARTMENT OF STORMWATER MANAGEMENT
2 GEORGE STREET, CHARLESTON, SC 29401-3506
RIKE HOLLOW & ASHLEY HALL PLANTATION NEIGHBORHOOD
CITY OF CHARLESTON
CHARLESTON COUNTY, SC

APPROVED: *[Signature]*
PROFESSOR
Benjamin Smith, P.E.
Project Manager
DATE: 5/17/2023
SCALE: 1" = 50'
PAGE No: 6



SEE SPECIAL
CONDITION(S)

NOTE: ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION WHERE APPLICABLE.

SANDCROFT DRIVE OUTFALL RE-ESTABLISHMENT PROJECT TYPICAL SECTION

NO.	REVISED	BY

DRAWN BY: MMW
CHECKED: BLS

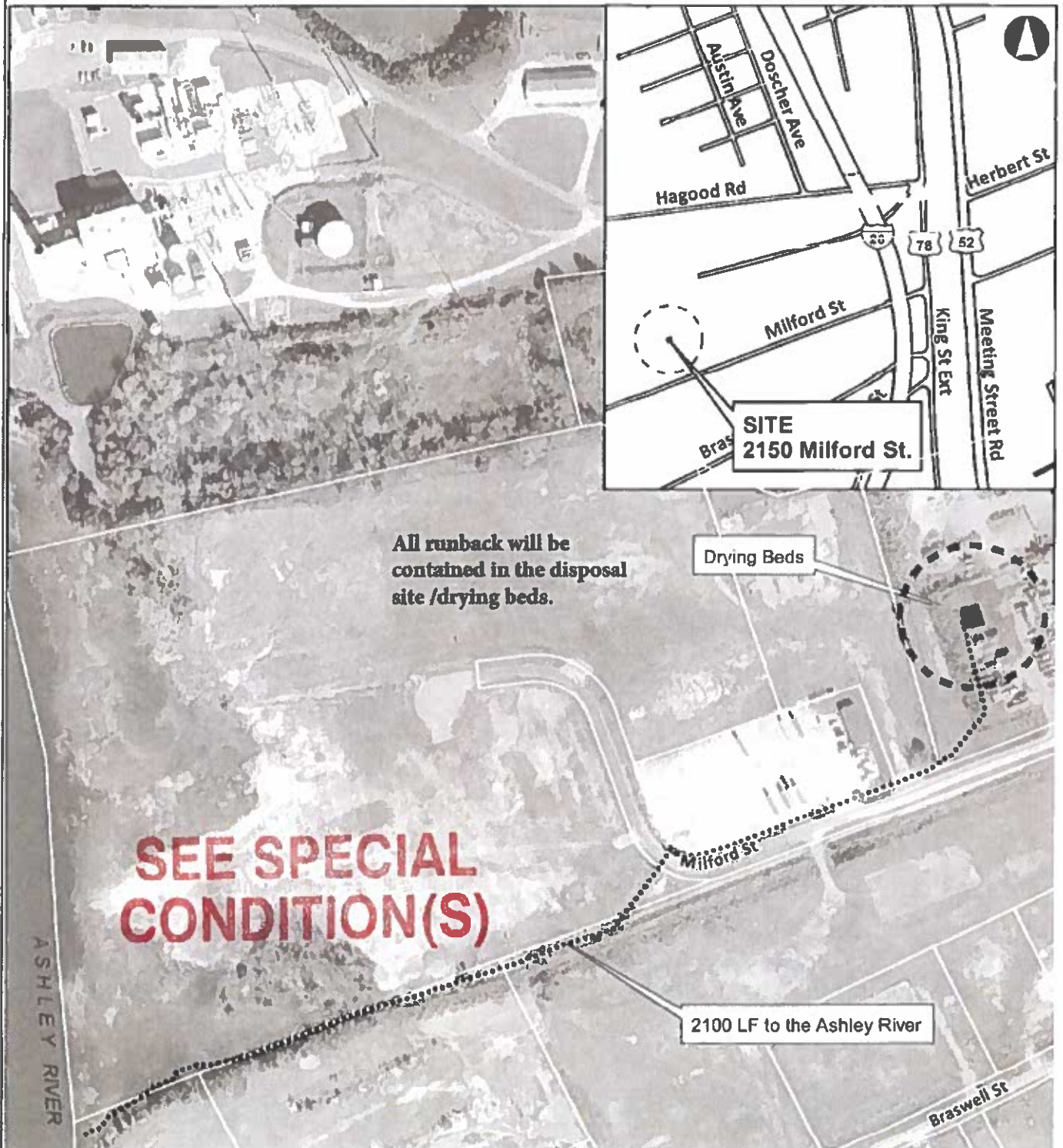


APPLICANT: CITY OF CHARLESTON
DEPARTMENT OF STORMWATER MANAGEMENT
2 GEORGE STREET, CHARLESTON, SC 29401-3506
RICE HOLLOW & ASHLEY HALL PLANTATION NEIGHBORHOOD
CITY OF CHARLESTON
CHARLESTON COUNTY, SC

APPROVED

Benjamin Smith, P.E.
Project Manager III
DATE: 10/20/2024
SCALE: N.T.S.
PAGE No.: 6 OF 6

Figure 8
Milford Street Drying Beds



City of Charleston
Department of Public Service
Engineering Division
2 George St., Suite 2100
Charleston, SC 29403
www.charleston-sc.gov

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1 inch = 250 feet

Date: 3/15/2019

Important Disclaimer Notice

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((of))

Attachment A

This General Permit is issued under the provisions of S. C. Code Ann. Section 48-39-10, et seq., and 23A S.C. Code Ann. Regs. 30-1 through 30-18 (Supp. 2005) and 25A S.C. Code Ann. Regs. 61-101 (Supp. 2005), *et seq* and the South Carolina Coastal Zone Management Program (CMP). This Critical Area General Permit serves as the Coastal Zone Consistency Certification and 401 Water Quality Certification. As required by Section 48-39-10, R.30-1 through R.30-18 and R.61-101, and the CMP, Department staff have reviewed the description of work that would be allowed under this General Permit and determined there is a reasonable assurance projects obtaining individual coverage under this General Permit will be conducted in a manner consistent with Certification requirements of Section 401 of the Clean Water Act, Certification requirements of the CMP, the statutory requirements of the Coastal Tidelands and Wetlands Act and the regulatory requirements of the Critical Area Permitting Regulations. Permittees will be required to adhere to all conditions set forth under the General Permit. Please carefully read the project description and special conditions which appear under this General Permit because they will affect the scope of work that is allowed. General conditions are also a part of this General Permit and should be read in their entirety.

This General Permit (GP) is available to State Agencies, County Governments and Local Municipalities to conduct activities required for the re-establishment, improvement or maintenance of existing maintained and non-maintained public stormwater conveyance systems in the tidelands critical area, provided they meet the terms and conditions described herein. The purpose of this GP is to provide a simplified and expeditious means to authorize routine public stormwater conveyance projects undertaken by State Agencies, County Governments and Local Municipalities that are similar in nature and result in only minimal impacts to the tidelands critical areas within the State of South Carolina. The need and benefit of the authorized activities under this GP is to alleviate flooding by restoring functionality of existing maintained and non-maintained stormwater conveyances which is in the public interest.

I. Description of Authorized General Permit(s)

General Permits for Public Stormwater Conveyance System Projects		
GP #	Activity	Type of Project
GP-2022-SWI1	Excavation and Dredging for the Re-Establishment of Non-Maintained Stormwater Conveyances	Improvement
GP-2022-SWI2	Expansion and Maintenance Dredging of Existing, Maintained Stormwater Conveyances	Expansion/Improvement
GP-2022-SWI3	Installation and Replacement of New and Existing Water Control Structures, Pipes and Culverts (additions, replacements, extensions)	New/Improvement

SPECIAL NOTE: In general, the *cumulative loss of tidelands critical area and/or the conversion of vegetated tidelands* resulting from activities authorized by this General Permit within a *geographic project area* is limited to 3-acres. Additional activity-specific limitations are described below in Sections II (1-3) and Section III (Special Conditions).

1. GP-2022-SWI1 Excavation and Dredging for Re-Establishment of Non-Maintained Stormwater Conveyances.

Activities required for the re-establishment of non-maintained stormwater conveyances which require excavation/dredging in the tidelands critical area is authorized under this General Permit. Permanent impacts to vegetated tidelands critical area are not to exceed 0.25 acre per stormwater conveyance. The conversion of more than 0.1 acre of vegetated tidelands critical area will require compensatory mitigation (as described in section I(9) above). Documentation that the stormwater conveyance existed must be submitted to the SCDHEC OCRM. Documentation may be submitted in the form of a copy of the original plans and/or previous permit with permit drawings. If not available, please provide documentation that the stormwater conveyance previously existed (e.g., site photos, historical aerials/imagery, etc.)

Authorized activities include the excavation/dredging of material to re-establish the original dimensions of non-maintained stormwater conveyance systems. The gradient/bottom elevation of each excavated/dredged stormwater conveyance must follow the natural gradient/slope of the surrounding substrate of the *tidal waters* from the beginning of the stormwater conveyance to the receiving waterbody(ies) to ensure positive flow. Over excavation/dredging of each stormwater conveyance is **not** authorized.

Side casting of and/or thin layer placement of the excavated/dredged material into tidelands critical area is **not** authorized by this General Permit. Disposal of the excavated/dredged material must occur in an authorized onsite or offsite upland location.

This GP authorizes temporary structures such as coffer dams, fills, and work necessary to conduct construction activities, in accordance with all terms and conditions listed herein to ensure the project results in only minimal impacts within the project area, as well as to adjacent properties. Temporary impacts, as described above, that are necessary to conduct the activities included in this GP are not included in the threshold of impacts as long as the temporary structure or fill is removed, and the area is returned to pre-project conditions when the work is completed. Photographic monitoring will be required to ensure the recovery of temporary impacted areas.

2. GP-2022-SWI2 Expansion and Improvement of Existing, Maintained Stormwater Conveyances

Activities required for the maintenance, expansion and improvement of existing functional stormwater conveyances which require excavation/dredging in the tidelands critical area is authorized under this General Permit. There is no limit per conveyance for the maintenance excavation/dredging of existing stormwater conveyances that are un-vegetated tidelands critical area. Permanent impacts to vegetated tidelands critical area are not to exceed 0.25 acre per

stormwater conveyance. The conversion of more than 0.1 acre of vegetated tidelands critical area will require compensatory mitigation (as described in section I(9) above).

Authorized activities include expansion and removal of accumulated sediment of currently serviceable and functional stormwater conveyances. Expansion activities may include widening, lengthening, and/or deepening the existing maintained stormwater conveyance. The gradient/bottom elevation of each excavated/dredged stormwater conveyance must follow the natural gradient/slope of the surrounding substrate of the *tidal waters* from the beginning of the stormwater conveyance to the receiving waterbody(ies) to ensure positive flow. Over excavation/dredging of each stormwater conveyance is not authorized.

Side casting of and/or thin layer placement of the excavated/dredged material into tidelands critical area is not authorized by this General Permit. Disposal of the excavated/dredged material must occur in an authorized onsite or offsite upland location.

This GP authorizes temporary structures, fills, and work necessary to conduct construction activities, in accordance with all terms and conditions listed herein to ensure the project results in only minimal impacts within the project area. Temporary impacts, as described above, that are necessary to conduct the activities included in this GP are not included in the threshold of impacts as long as the temporary structure or fill is removed and the area is returned to pre-project conditions when the work is completed. Photographic monitoring will be required to ensure the recovery of temporary impacted areas.

3. GP-2022-SWI3 Installation of New Water Control Structures, Replacement, Extension and Repair of Existing Water Control Structures, Pipes and Culverts.

Activities required for the installation of new water control structures, replacement, extension and repair of existing water control structures, pipes and culverts associated with existing stormwater conveyances and roadway crossings which require excavation/dredging or fill in the tidelands critical area are authorized under this General Permit. Permanent impacts to vegetated tidelands critical area are not to exceed to 0.25 acre per stormwater management feature. There is no limit per water control structure (WCS), pipe or culvert for the removal of accumulated sediment and or debris from WCS, pipes or culverts provided 1) the removal is the minimum amount necessary to restore the flow to and from the structure; AND 2) the removal area is un-vegetated tidelands critical area. The conversion of more than 0.1 acre of vegetated tidelands critical area will require compensatory mitigation (as described in section I(9) above).

Authorized activities include the installation of new and/or replacement, extension and/or repair of existing WCS, pipes, culverts and associated rip-rap (or other erosion protection), wing walls, head walls, outfall aprons for the purposes of protecting areas around WCS, culverts and/or pipes.

Side casting of and/or thin layer placement of the excavated/dredged material into tidelands critical area is not authorized by this General Permit. Over excavation/dredging is not authorized.

The installation of a WCS, such as a tide gate or flap gate on the end of an outfall pipe to prevent or control the flow of tidal waters from entering the pipe may be authorized by this General Permit provided there are no tidelands critical area or tidal wetlands upstream of the activity. Installation of a WCS that prevents or controls the tidal flow from entering a pipe and reaching upstream tidelands critical areas or tidal wetlands is not authorized by this General Permit.

This GP authorizes temporary structures such as coffer dams, fills, and work necessary to conduct construction activities, in accordance with all terms and conditions listed herein to ensure the project results in only minimal impacts within the project area, as well as to adjacent properties. Temporary impacts, as described above, that are necessary to conduct the activities included in this GP are not included in the threshold of impacts as long as the temporary structure or fill is removed, and the area is returned to pre-project conditions when the work is completed. Photographic monitoring will be required to ensure the recovery of temporary impacted areas.

II. Special Conditions for All Activities Authorized by this General Permit:

1. Projects authorized and completed under each activity listed above (GP-2022-SWI1, GP-2022-SWI2 and GP-2022-SWI3) may be maintained without additional approval as long as work is limited to the original authorization and conducted prior to the expiration of the General Permit, GP-2022-SWI.
2. An NPDES Construction permit coverage letter and approved construction drawings must be obtained from DHEC Coastal Stormwater Permitting staff for any upland activities which are not considered maintenance or do not qualify for automatic permit coverage. Refer to the NPDES Construction General Permit for Stormwater Discharges from Construction Activities (NPDES CGP) for requirements related to any portions of the project proposed in upland areas.
3. To the extent feasible, the re-alignment of stormwater conveyances should avoid the more productive wetlands and shall make maximum use of existing deep-water channels to avoid unnecessary excavation. This GP does not authorize excavation or fill in natural tidal creeks or existing shellfish/oyster beds.
4. Side Casting and/or thin layer placement of excavated/dredged material into tidelands critical area is not authorized by this General Permit.
5. All excavated/dredged material must be disposed of in an authorized upland location. No runback into critical areas is authorized by this General Permit. All excavated/dredged material must be contained, dewatered and stabilized in such a way to prevent runback.
6. Placement and/or stockpiling (double handling) of excavated material in the critical areas is prohibited
7. No activity is authorized by this permit that will result in flooding or ponding of water on property in which the permittee does not have the necessary permission or real estate interest.

8. The permittee must restore all temporary impacts to the Critical Area(s) to their original contours and conditions within 15 days of completion of all permitted construction activities. Specifically, all temporary structures, fills and work such as the use of synthetic mats, must be removed and the disturbed areas restored to pre-project conditions.
9. If the proposed activity involves the use of temporary structures, fills and work including the use of wooden or synthetic mats in the tidelands critical areas, pre-project and post-project photographic monitoring will be required. Photographic monitoring should occur for a minimum of 1 year from the date of project completion and include one growing season. Photographic documentation must include recoverable photo location points and direction of photos taken. An adequate number of photo locations must be established to accurately document recovery of the impacted areas.
10. Dredging and excavation shall not create stagnant water conditions, lethal fish entrapments, or otherwise contribute to water quality degradation.
11. The permittee must comply with all FEMA regulations and requirements. The permittee is advised that the National Flood Insurance Program (NFIP) prohibits any development within a designated floodway within the FEMA Special Flood Hazard Area (SFHA), including placement of fill, without a "No Impact Certification" approved by the local NFIP flood plain manager. The permittee is further advised that development activities in a designated FEMA Special Flood Hazard Area (SFHA) are subject to the floodplain management regulations of the National Flood Insurance Program (NFIP). If the proposed action is located in a designated FEMA SFHA (e.g., 100-year flood plain), the permittee must coordinate with the local NFIP flood plain manager and comply with FEMA requirements prior to initiating construction. A list of NFIP floodplain managers may be found at: <https://www.dnr.sc.gov/water/flood/documents/nfipadmindirectory.pdf> or <https://www.dnr.sc.gov/water/flood/>.
12. Permanent structures must not impede navigation or public use of public trust lands.
13. An individual authorization is limited to the scope of work described in this General Permit. Any deviation from the specifications or other terms or conditions of the General Permit will constitute a violation of the 1976 S.C. Code of Laws Sections 48-39-10 et seq. and may result in having to stop work and restore the area(s) to the former conditions and/or imposition of penalties as provided by law.
14. In the event that any historic or cultural resources and/or archaeological materials are found during the course of work, the applicant must notify the State Historic Preservation Office and the South Carolina Institute of Archaeology and Anthropology. Historic or cultural resources consist of those sites listed in the National Register of Historic Places and those sites that are eligible for the National Register. Archaeological materials consist of any items, fifty years old or older, which were made or used by man. These items include, but are not limited to, stone projectile points (arrowheads), ceramic sherds, bricks, worked wood, bone and stone, metal and glass objects, and human skeletal materials.

15. Water Control Structures permitted under this GP must be fitted with a permanent grate, with a maximum of 8 inches between bars, on the end of the outlet facing the salt marsh to prevent West Indian manatees from entering the structure. Alternatives to grates may be used with written approval from the Department.
16. In order to ensure protection and reduce potential construction-related impacts to West Indian manatees that may be present in vicinity of the project area during construction activities performed outside the winter months, to discountable and insignificant levels, the permittee will comply with the following for all projects affecting the coastal waters of South Carolina:
 - The permittee shall instruct all personnel associated with the project of the potential presence of manatees and the need to avoid collisions with manatees. All construction personnel MUST monitor water-related activities for the presence of manatee(s) during May 1 - November 15. Construction personnel are requested to monitor outside of that timeframe as manatees may be in the area before or after the above dates.
 - Any collision with and/or injury to a manatee shall be reported immediately to the U.S. Fish and Wildlife Service contacts: Melanie Olds, South Carolina Manatee Lead, Charleston Field Office, at 843-727-4707 ext. 205; or Terri Calleson, Manatee Recovery Coordinator, North Florida Field Office, at 904-731-3286
17. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing or killing protected species which are protected under the Marine Mammal Protection Act of 1972 and/or the Endangered Species Act of 1973. If protected species are seen within 100 yards of the active construction area, all appropriate precautions shall be implemented to ensure protection of the protected species. These precautions shall include the operation of all moving equipment no closer than 50 feet to a protected species. Operation of any equipment closer than 50 feet to a protected species shall necessitate immediate shutdown of that equipment. Activities will not resume until the protected species has departed the project area of its own volition.
18. The permittee must notify SCDHEC OCRM, in writing, within 15 days of completion of all construction activities.
19. SCDHEC OCRM reserves the right to require an individual Critical Area Permit if, in its determination, conditions warrant.
20. An individual authorization under this General Permit will expire one year after the date of issuance or the expiration date of this General Permit, January 31, 2027 whichever comes first.

Water Quality Special Conditions

1. The applicant must implement best management practices that will minimize erosion and migration of sediments on and off the project site during and after construction. These

practices should include the use of appropriate grading and sloping techniques, mulches, silt fences or other devices capable of preventing erosion, migration of sediments and bank failure. All disturbed land surfaces and sloped areas must be stabilized and sloped.

2. Once the project construction is initiated, it must be carried to completion in an expeditious manner in order to minimize the period of disturbance to the environment.
3. All necessary measures must be taken to prevent oil, tar, trash and debris and other pollutants from entering the adjacent waters or wetlands during construction.
4. Only clean earthen material free of all potential sources may be used as fill. Temporary fill may only be conducted as outlined in GP-2022-SWI1, GP-2022-SWI2 and GP-2022-SIW3. Permanent fill may only be conducted as outlined in GP-2022-SWI3.
5. Any backfilled area must be stabilized with a vegetative cover after construction to minimize erosion. Permanent fill may only be conducted as outlined in GP-2022-SWI3.

An applicant utilizing individual coverage under this General Permit hereby agrees to abide by the terms and conditions of the General Permit, and to perform the work in strict accordance with the plans and specifications as approved by SCDHEC OCRM. Any deviation from the conditions and terms of this General Permit or the plans and specifications of this General Permit as authorized shall be grounds for revocation, suspension, or modification of individual coverage under this General Permit and the initiation of such legal proceedings as SCDHEC OCRM may consider appropriate.

This General Permit does not relieve the permittee from the requirements of obtaining a permit from the U. S. Army Corps of Engineers or any other applicable federal agency, nor from the necessity of complying with all applicable local laws, ordinances, and zoning regulations. Activities covered under this State General Permit must be coordinated with the U.S. Army Corps of Engineers.

III. DEFINITIONS:

Aerial Plant Cover: Refers to the aboveground extent of vegetation and is estimated visually assessing the portion (percent cover) of the sample area occupied by each species. (Reference: Environmental Laboratory. July 2010. Vegetation Sampling for Wetland Delineation: A Review and Synthesis of Methods and Sampling Issues. ERDC/CRREL CR-10-2. U.S. Army Corps of Engineers.)

Conversion: The change from a vegetated tidelands critical area to an un-vegetated tidelands critical area.

Geographic Project Area: The proposed project location of the single or multiple activities authorized by the General Permit. The “geographic project area” may include, but not be limited to, a section of a city, a neighborhood, and/or a river/waterbody(ies) name. (Note: Appendix A provides example depictions of “geographic project areas”).

Maintained stormwater conveyances: Those stormwater conveyances and/or drainage ditches that were previously excavated and have been maintained over time so that they still have a visible, defined channel and may be vegetated or un-vegetated.

Non-maintained stormwater conveyances: Those stormwater conveyances and/or drainage ditches that were previously excavated but have not been maintained over time so that a visible, defined channel is no longer present. Non-maintained stormwater conveyances may have reverted to vegetated tidelands critical area.

Tidal Waters: For the purposes of this General Permit, tidal waters mean those waters that rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by hydrologic, wind or other effects.

Tidelands Critical Area: All areas which are at or below mean high tide and coastal wetlands, mudflats, and similar areas that are contiguous or adjacent to coastal waters and are an integral part of the estuarine systems involved. Coastal wetlands include marshes, mudflats, and shallows and means those areas periodically inundated by saline waters whether or not the saline waters reach the area naturally or through artificial water courses and those areas that are normally characterized by the prevalence of saline water vegetation capable of growth and reproduction.

Un-vegetated tidelands critical area: For the purposes of this General Permit, un-vegetated tidelands critical area means tidelands critical area that have less than 50% vegetative cover within the footprint of each individual stormwater conveyance. Please see the definition for aerial plant cover to determine the percentage of vegetative coverage.

Vegetated tidelands critical area: For the purposes of this General Permit, vegetated tidelands critical area means tidelands critical area that have 50% or more vegetative cover within the footprint of each individual stormwater conveyance. Please see the definition for aerial plant cover to determine the percentage of vegetative coverage.

Water Control Structure: A structure that controls the direction of water flow, the rate of water flow, and/or maintains a water surface elevation. Water control structures may consist of, but are not limited to, tidal flaps, valves, gates, and spillway boxes.

Public Interest - For the purposes of this General Permit, public interest refers to the beneficial and adverse impacts and effects of a project upon members of the general public, especially residents of South Carolina who are not the owners and/or developers of the project. To the extent that, in the opinion of SCDHEC OCRM, the value of such public benefits is greater than

the public costs embodied in adverse environmental, economic and fiscal effects, a proposed project may be credited with net public benefits.

Permit Number: SAC-2024-01225

Name of Permittee: _____

Date of Issuance: _____

Date of Completion: _____

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

SAC.RD.Charleston@usace.army.mil

OR mail to:

U.S. Army Corps of Engineers
Regulatory Division
69A Hagood Avenue
Charleston, South Carolina 29403-5107

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

=====

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date



J2.)

1201 Main Street, Suite 1600
Columbia, SC 29201
www.ria.sc.gov

Construction Change Order Submission Checklist

SCIIP Grant #: _____ Change Order #: 02

RIA State Grant # (if applicable): A-23-C034 Previous Contract Amount: \$ 19,648,602.91

Grantee: City of Charleston Change Order Amount (+/-): \$ 106,004.37

Contractor: SJ Hamill Construction, LLC New Contract Amount: \$ 19,754,607.28

Contract Title: King Street & Huger Street Pump Station

Submit the following to RIA:

- ☒ Construction contract change order form
- ☒ Description of changes to the contract including itemized quantities and costs
- ☒ Justification of need for the change order by the local official, including an explanation of changes to scope of work or customers served
- ☒ Documentation of how costs were determined, if different from the contract itemized cost rate
- ☒ Determination by engineer that such costs are reasonable, if different than the itemized cost
- ☒ Map showing location of any new or revised activities
- ☒ Commitment letter from Grantee for any costs which exceed the RIA grant or other construction funding commitments previously submitted

If there is a change in project location or if there is a significant change in the customers or scope of work approved in the Rural Infrastructure Authority (RIA)/ SCIIP grant application, a Grant Amendment must be submitted and approved by RIA prior to execution of the change order.

Comments:

-The description of changes, including itemized quantities and costs, can be found in the attached change order document.
-The contractor encountered an unknown brick arch culvert that conflicted with the invert of the outfall storm drain pipeline from the pump station. This change order reflects the down time and brick and mortaring of the existing storm structure. Additionally, a new 24" storm drain extension is required. This change order reflects the additional materials.
-The documentation of how costs were determined can be found in the attached change order document.
-The Engineer (JMT) has reviewed the costs submitted and have proved that they are reasonable.
-Map attached showing the location of the brick arch culvert.

Submitted by:

Laura E. Boisclair

Name

Construction Manager

Title

07/08/2025

Date

04/2023

**City of Charleston
Construction Change Order**

PROJECT: 2019-CP0008
(NUMBER)

KING STREET & HUGER STREET PUMP STATION
(PROJECT NAME)

CONTRACTOR: SJ HAMILL CONSTRUCTION, LL

CHANGE ORDER NO.: 02

1. Description of the Change Order:

Additional costs and delay time associated with unidentified brick arch culvert that conflicted with the invert of the outfall storm drain pipeline from the pump station. Additionally, this change order constructs a JMT designed 24" storm drain extension that reroutes the storm drain flow from the brick arch culvert into the retention pond penetrating through the sheet pile containment wall.

2. Adjustments to the Contract Amount:

Original Contract Amount	\$ 19,624,664.12
Change by Previously Approved Change Orders	\$ 23,938.79
Contract Amount prior to this Change Order	\$ 19,648,602.91
Amount of this Change Order	\$ 106,004.37
New Contract Amount, including this Change Order	\$ 19,754,607.28

3. Adjustments in Contract Time:

Original Date for Substantial Completion.....	<u>3/10/2026</u>
Change in Days by Previously Approved Change Orders	<u>9</u> Days
Change in Days for this Change Order	<u>22</u> Days
New Date for Substantial Completion	<u>4/10/2026</u>

4. Amount of this Change Order performed by MWBE..... \$_____

Johnson, Mirmiran & Thompson,
Inc.
Architect/ Engineer

SJ Hamill Construction, LLC
Contractor

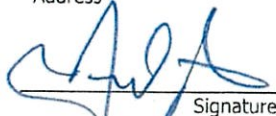
City of Charleston
Owner

235 Magrath Darby Blvd. Suite 275
Mt. Pleasant, SC 29464
Address

2008 Cherry Hill Lane
Charleston, SC 29405
Address

80 Broad Street
Charleston, SC 29401
Address


Signature


Signature

Signature

By: Laura E. Boisclair

By: Jordan Adams

By: William S. Cogswell, Jr.

Date: 07/29/2025

Date: 07/07/2025

Date: _____



CONTRACT CHANGE ORDER REQUEST SUMMARY SHEET

Project Name: King St. & Hugier St. Pump Station Project
Owner Contract No.: 2019-CP0008
Owner Representative: Ryan Mattie, PE
Location: 235 McGrath Darby Blvd., Suite 275
Mt. Pleasant, SC 29464

SJH Project No.: 23360
SJH Change Order Proposal No.: 004
Contract Change Order No.: 002
Change Order Proposal Name: Brick Arch Storm Sewer Outfall - Utility Conflict

Cost Estimate Summary

Item	Description	QTY	UM	Unit Price	Subtotal	Addons	Total
1	Cross Contracting - Down Time	6.00	DY	\$ 6,500.00	\$ 39,000.00	\$ -	\$ 39,000.00
2	SJ Hamill - 6" DD Pump & 150 LF of Hose	6.00	DY	\$ 550.00	\$ 3,300.00	\$ -	\$ 3,300.00
3	SJ Hamill - (2) Steel Plates (25' x 10')	6.00	DY	\$ 55.00	\$ 330.00	\$ -	\$ 330.00
4	Brick & Mortar Existing Storm Structure	1.00	LS	\$ 1,177.16	\$ 1,177.16	\$ -	\$ 1,177.16
5	TruLuck Additional ByPass Pumping	6.00	DY	\$ 1,441.67	\$ 8,650.00	\$ -	\$ 8,650.00
6	OH, Bond, Ins. & Markup	1.00	LS	\$ 9,259.04	\$ 9,259.04	\$ -	\$ 9,259.04
							\$ 61,716.20

Contract Time Changes

	Substantial Completion		Final Completion	
	Days	Date	Days	Date
Original	540	3/10/2026	630	6/8/2026
CRX No. 001	549	3/19/2026	639	6/17/2026
Requested	8		8	
Revised	557	3/27/2026	647	6/25/2026

NTP Completion Days
9/16/2024 6/8/2026 630

Change Order Clarifications

Item 01: Downtime - 03/18 @ 1PM (when utility was struck) to 03/26 @ 12:47 PM (when RFI-033 was formally answered)
60 hrs = 6 days (Assuming 10 hr = 1 day)
Item 02: 6" DD Pump & 150 LF of Hose - Whistle installed for duration of downtime to dewater excavation, including fuel.
Item 03: (2) Steel plates (25' x 10' EA) used for shoring excavation. Rate = \$1210/Mo
Item 04: Brick & mortar existing storm structure.
18 MH @ \$31.75 MH = \$571.50
1 Pallet of Brick = \$531.30 (Per Hayden Supply)
4 Bags of Grout @ \$18.59/bag = \$74.36
Item 05: TruLuck Construction Standby Time for Bypass pumping cost due to operation being delayed.
Time extension is based on 6 working days or 8 calendar days.

Jordan Adams

From: Stephen Cross <scross@crosscontractingllc.com>
Sent: Wednesday, March 19, 2025 5:30 PM
To: Jordan Adams
Subject: Huger

We are stopped at this point due to the existing RCP. We will be billing this out at 6500 per day until we have a resolution for lost of production. Starting yesterday.





We will be \$2000 for remove and replace the 36 in.

Thank you,

Sent from my iPhone

[illegible]

ALL PHOTOGRAPHY & VIDEO MADE
DURING ALL WORK SHALL MAINTAIN A MIN-
OR 17' HORIZONTAL DISTANCE FROM ANY
ON-PAVE PERSONNEL SUPPORT EQUIPMENT
BEFORE TO BECOME ENCROACHMENT
PERMIT FOR ADDITIONAL INFORMATION

	
JAMES M. TAYLOR & SONS, INC. 1000 W. 10TH AVENUE, SUITE 100 DENVER, COLORADO 80202 PHONE: 333-1111 FAX: 333-1112	
	
CITY OF CONNECTICUT DEPARTMENT OF WATER RESOURCES 100 WATER STREET, SUITE 200, HARTFORD, CT 06103	
	
	
REVISIONS NO. _____ DATE _____ BY _____	
PROJECT:	
HUGSTEN & KING ST. PUMP STATION PROJECT	
PROJECT LOCATION: 800 WEST STREET CHASE STATION, CT 06115 PHONE: 333-1111 FAX: 333-1112	
DRAWING NO.: 002979229	SCALE: 1" = 40'
CONSTRUCTION PLANS	
OVERALL UTILITIES PLAN	
CONTRACT NUMBER:	

DESIGN AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
CITY OF CHARLESTON, SOUTH CAROLINA
FOR
DESIGN
FOR THE
CHARLESTON PENINSULA, SOUTH CAROLINA PROJECT

THIS AGREEMENT is entered into this ____ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Charleston District (hereinafter the "District Commander") and the City of Charleston, South Carolina (hereinafter the "Non-Federal Sponsor"), represented by the Mayor.

WITNESSETH, THAT:

WHEREAS, Federal funds were provided in Division D, Title I, of the Energy and Water Development and Related Agencies Appropriations Act of 2023, Public Law 117-328, to initiate design of the Charleston Peninsula, South Carolina project;

WHEREAS, Section 103 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2213) specifies the cost-sharing requirements applicable to construction of the Project, and Section 105(c) of the Water Resources Development Act of 1986 (33 U.S.C. 2215(c)), provides that the costs of design shall be shared in the same percentages as construction of the Project;

WHEREAS, based on the Project's primary purpose of coastal storm risk management; the parties agree that the Non-Federal Sponsor shall contribute 35 percent of the design costs under this Agreement;

WHEREAS, Section 201(a)(22) of the Water Resources Development Act of 2020, Public Law 116-260, authorizes the Secretary of the Army to conduct a feasibility study for a project for tidal- and inland-related flood risk management for the City of Charleston, South Carolina, including the area of the project; and, based upon the study, some design elements of the recommended plan may be integrated into the Design of the Project, in accordance with applicable laws, regulations, and policies;

WHEREAS, the Non-Federal Sponsor and Government entered into the Memorandum of Understanding, dated February 22, 2022, regarding the Assessment of Aesthetic Resources for the Charleston Peninsula Coastal Storm Risk Management Study, Charleston, South Carolina (hereinafter "Aesthetic Resources MOU");

WHEREAS, the Non-Federal Sponsor and Government, along with South Carolina Department of Archives and History, Advisory Council on Historic Preservation and National Park Service, entered into a Programmatic Agreement, dated February 7, 2022 concerning

compliance with Sections 106 and 110(f) of the National Historic Preservation Act (“NHPA”) (hereinafter “Programmatic Agreement”);

WHEREAS, the Non-Federal Sponsor and Government agree to ensure compliance with the Aesthetic Resources MOU and Programmatic Agreement in carrying out Design of the Project, in accordance with applicable laws, regulations, and policies;

WHEREAS, in accordance with Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b) and Article II.C. of this Agreement, the Non-Federal Sponsor and Government entered into an In-Kind Memorandum of Understanding dated October 24, 2024, for preliminary design work and design-related studies regarding storm surge structure alignment and form, along with supporting data collection and assessments, as well as public engagement;

WHEREAS, 33 U.S.C. 701h authorizes the Government to undertake, at the Non-Federal Sponsor’s full expense, additional work while the Government is carrying out the Design;

WHEREAS, the Non-Federal Sponsor and the Government have agreed to establish a Design Coordination Team pursuant to Article II.F. of this Agreement, and a Project Governance Structure to provide oversight, governance, and management of the Design of the Project; and

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “Project” means a coastal storm risk management project within the Charleston Peninsula, South Carolina consisting of a storm surge structure approximately 8.7 miles in length with a top elevation of 12 feet NAVD88, multiple pedestrian, vehicle, railroad, and storm (tidal flow) gates, approximately five temporary and five permanent small to medium hydraulic pump stations, approximately 9,300 feet of oyster reef-based living shoreline sills. floodproofing or elevating for approximately 100 structures in residential areas where construction of the storm surge structure would be impracticable, and mitigation for natural, cultural, historic and aesthetic resources, as generally described in the Charleston Peninsula, South Carolina, Coastal Storm Risk Management Study Final Feasibility Report/Environmental Impact Statement, dated April 2022 and approved by the Chief of Engineers on June 10, 2022.

B. The term “Design” means the performance of all activities related to detailed preconstruction engineering and design, up through preparation of plans and specifications for the initial construction contract, for the Project which includes structural measures on the Westside, from the Citadel to the Coast Guard Station/Low Battery at Tradd Street, structural measures on the Eastside, from the beginning of the Historic High Battery at the southern tip of the peninsula to New Market Creek, and nonstructural measures for the Rosemont and Bridgeview Communities.

C. The term “design costs” means the sum of all costs that are directly related to the Design and cost shared in accordance with the terms of this Agreement. Subject to the provisions of this Agreement, the term shall include the Government’s costs for engineering and design, including economic, real estate, and environmental analyses, a safety assurance review, if required, and supervision and administration; and the Non-Federal Sponsor’s creditable costs for in-kind contributions, if any. The term does not include any costs for dispute resolution; participation by the Government and Non-Federal Sponsor in the Design Coordination Team to discuss significant issues and actions; audits; betterments; additional work; or the Non-Federal Sponsor’s cost of negotiating this Agreement.

D. The term “HTRW” means hazardous, toxic, and radioactive wastes, which includes any material listed as a “hazardous substance” (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter “CERCLA”) (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

E. The term “in-kind contributions” means those creditable materials or services provided by the Non-Federal Sponsor that are identified as being integral to Design of the Project by the Division Commander for South Atlantic Division (hereinafter the “Division Commander”). To be integral, the material or service must be part of the work that the Government would otherwise have undertaken for Design of the Project. In-kind contributions also include any investigations performed by the Non-Federal Sponsor to identify the existence and extent of any HTRW as required for Design of the Project.

F. The term “betterment” means a difference in the Design of the Project that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to Design of the Project.

G. The term “fiscal year” means one year beginning on October 1st and ending on September 30th of the following year.

H. The term “additional work” means items of work related to, but not cost shared as a part of, the Design that the Government will undertake on the Non-Federal Sponsor’s behalf while the Government is carrying out the Design, with the Non-Federal Sponsor responsible for all costs and any liabilities associated with such work.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Design using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations,

including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The Non-Federal Sponsor shall contribute 35 percent of design costs in accordance with the provisions of this paragraph.

1. The Non-Federal Sponsor shall be responsible for undertaking any investigations that the Government determines are required for Design of the Project to identify the existence and extent of any HTRW.

2. After considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor to meet its cost share for the initial fiscal year of the Design. No later than 60 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government in accordance with Article III.C.

3. No later than August 1st prior to each subsequent fiscal year of the Design, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article III.C.

C. The Government shall include in design costs and credit towards the Non-Federal Sponsor's share of such costs, the cost of in-kind contributions performed by the Non-Federal Sponsor that are determined by the Government to be integral to Design of the Project. Creditable in-kind contributions may include costs for engineering, design, and supervision and administration, but shall not include any costs associated with betterments. Such costs shall be subject to audit in accordance with Article VII to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions are completed and no later than 60 calendar days after such completion, the Non-Federal Sponsor shall provide the Government appropriate documentation for the Government to determine the costs that are creditable to the Non-Federal Sponsor's share of design costs. Failure to provide such documentation in a timely manner may result in denial of credit. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

2. No credit shall be afforded for the following: interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; any items provided or performed prior to the effective date of this Agreement unless covered by an In-Kind Memorandum of Understanding; any items not identified as integral in the integral determination report; or costs that exceed the Government's estimate of the cost for such in-kind contributions.

3. No reimbursement will be provided for any in-kind contributions that exceed the Non-Federal Sponsor's share of the design costs under this Agreement.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contract solicitations prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. In addition to the ongoing, regular discussions between the parties regarding Design delivery, the Government and the Non-Federal Sponsor will establish a Design Coordination Team to discuss significant issues or actions. Neither the Government's nor the Non-Federal Sponsor's costs for participation on the Design Coordination Team shall be included in the design costs. The Non-Federal Sponsor's costs for participation on the Design Coordination Team shall be paid solely by the Non-Federal Sponsor without reimbursement or credit.

G. The Non-Federal Sponsor may request in writing that the Government include betterments in the Design of the Project or perform additional work. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor, in accordance with Article III.F., must provide funds to cover the difference in the costs for design of such work, as determined by the Government, in advance of the Government performing the work.

H. If the Government and Non-Federal Sponsor enter into a Project Partnership Agreement for construction of the Project, the Government shall include the design costs in the calculation of construction costs for the Project in accordance with the terms and conditions of the Project Partnership Agreement.

ARTICLE III - PROVISION OF NON-FEDERAL COST SHARE

A. As of the effective date of this Agreement, design costs are projected to be \$20,500,000, with the Government's share of such costs projected to be \$13,325,000, and the Non-Federal Sponsor's share of such costs projected to be \$7,175,000, which includes creditable in-kind contributions projected to be \$0 and the amount of funds required to meet its cost share projected to be \$0. Costs for betterments are projected to be \$0 and costs for additional work are projected to be \$0. These amounts are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated design costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; and the estimated remaining cost of the Design.

C. The Non-Federal Sponsor shall provide to the Government required funds by delivering a check payable to "FAO, USAED, Charleston (K2)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of the design costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of the design costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

E. Upon completion of the Design and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds by delivering a check payable to "FAO, USAED, Charleston (K2)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds or if requested by the Non-Federal Sponsor, apply the excess amount towards the non-Federal share of the cost of construction of the Project in the event a Project Partnership Agreement is executed for the Project. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of design costs, including contract claims or any other liability that may become known after the final accounting.

F. If the Government agrees to include betterments or perform additional work on the Non-Federal Sponsor's behalf, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 30 calendar days after receipt of such written notice, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government through either payment method specified in Article III.E. If at any time the Government determines that additional funds are required to cover any such costs, as applicable, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government. If the Government determines that

funds provided by the Non-Federal Sponsor exceed the amount required for the Government to complete such work, the Government shall refund any remaining unobligated amount.

ARTICLE IV - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate Design unless the Assistant Secretary of the Army (Civil Works) determines that continuation of the Design is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.

B. If the Government determines at any time that the Federal funds made available for the Design are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsor in writing within 30 calendar days, and upon exhaustion of such funds, the Government shall suspend Design until there are sufficient Federal funds appropriated by the Congress and funds provided by the Non-Federal Sponsor to allow Design to resume.

C. In the event of termination, the parties shall conclude their activities relating to the Design and conduct an accounting in accordance with Article III.E. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications.

D. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE V - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from the Design, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE VI - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred.

The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VII - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Design. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Design shall not be included in design costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE VIII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE IX - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

Mayor, City of Charleston
Office of the Mayor
80 Broad Street
Charleston, South Carolina 29401

If to the Government:

District Commander
U.S. Army Corps of Engineers, Charleston District

69A Hagood Ave
Charleston, South Carolina 29403

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE X - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XI - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

CITY OF CHARLESTON, SOUTH CAROLINA

BY: _____
Robert Nahabedian
Lieutenant Colonel, U.S. Army
District Commander

BY: _____
William S. Cogswell, Jr.
Mayor, City of Charleston

DATE: _____

DATE: _____

AMENDMENT NO. 5

TO THE
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND A/E
FOR
PROFESSIONAL SERVICES

Project: **AMENDMENT 5 – OWNER’S AGENT SUPPORT AND PLANNING AND ENGINEERING SERVICES FOR USACE COASTAL STORM RISK MANAGEMENT (CSRM) / CHARLESTON BATTERY EXTENSION PROJECT**

INITIAL:

OWNER: _____

A/E: _____

This is Amendment to the Agreement between the City of Charleston (Owner) and Black & Veatch (A/E) dated 8/16/22 (hereinafter referred to as the Agreement). This said Amendment is effective as of _____.

1. Owner and Engineer, in consideration of their mutual covenants as set forth herein, agree to expand the Scope of Work of the Agreement.

City of Charleston
OWNER
By:
Name:
Title:
Address

Black & Veatch, Corp
A/E
By:
Name: William Jeffrey Wells, P.E.
Title: Vice President
Address: 40 Calhoun Street, Suite 320,
Charleston, SC 29401

**EXHIBIT A – PART 1
TO
AMENDMENT 5
CONTRACT FOR PLANNING AND ENGINEERING SERVICES**

Project Name: **AMENDMENT 5 – OWNER’S AGENT SUPPORT AND PLANNING AND
ENGINEERING SERVICES FOR USACE COASTAL STORM RISK MANAGEMENT
(CSRM) / CHARLESTON BATTERY EXTENSION PROJECT**

City Project Number: **413754**

Owner: **City of Charleston (City), South Carolina**

Consultant: **Black & Veatch Corporation**

SCOPE OF SERVICES

Black & Veatch will serve as the City of Charleston’s (City) representative in those phases of the Project to which this Contract applies and will provide professional services, consultation, and advice to the City during the performance of their services. This scope describes initial steps of a programmatic effort that is expected to continue into future scoped amendments in 2026.

PART 1.0 PROJECT DESCRIPTION

The City is seeking Owner’s Agent (OA) services in support of the Charleston Peninsula Coastal Storm Risk Management (CSRM) Project (the Project). The OA will represent the City throughout the duration of the Project with Amendment 5 providing OA funding for a four-month period from Notice to Proceed (NTP), accounting for expected OA support in 2025. Additional OA support is expected to be scoped in future efforts for 2026. Figure 1 displays an overall project vicinity map that shows the portions of the Charleston CSRM project that will be advanced in this contract.

The schedule of completion for Amendment 5 tasks is as follows:

- Owner’s Agent Support – 4-months from NTP
- Eastside Alignment Review Study – 5-months from NTP
- Westside Field Investigations – 6-months from NTP
- Westside Basis of Design and Design Studies – 8-months from NTP

Figure 1- Overall Project Vicinity Map



The scope of these OA services will be to progress the Preconstruction Engineering and Design (PED) for the United States Army Corps of Engineers (USACE) Peninsula CSRM Project. The objectives of these planning and design services are to develop features that are complementary to USACE's overall project while advancing the City's desires to optimize the alignment. The tasks, as described within this document, will align with USACE's policies and guidelines while simultaneously striving to achieve the City's goals related to their existing and future historical, cultural, and environmental resources. Black & Veatch's OA role will also provide program management services to assist the City in managing and meeting USACE protocols and procedures required throughout this design effort.

Work shall commence upon execution of this Contract. Any work requested by the City that is not included in the items identified below shall be classified as Supplemental Services and negotiated separately.

PART 2.0 SCOPE OF SERVICES

Task 1 – Owner’s Agent Support

The Owner’s Agent Support phase will include USACE coordination, preparation of integral determination reports, guidance on best practices for implementing the project to reduce costs and schedule and leveraging the team’s resources to best serve the City.

1. Coordinate program activities within the project team, USACE, and the city. Activities include requests for and reviews of Government Furnished Information, hosting coordination meetings, providing key stakeholders with project updates, and discussing any project risks or challenges during the life of the project.
2. Attend and participate in coordination meetings with the City, USACE, and other pertinent Stakeholders.
3. Develop and maintain Program Management Plan. The project management plan will convey to the project team a full understanding of the specific execution approach and key contract requirements through the lifecycle of the project. This will enable a consistent execution approach to be maintained throughout the project execution.
4. Develop and maintain Quality Control Plan. The plan will provide a structure, process, and systematic actions that support the controls over the activities affecting the quality of solutions provided for this project. The plan will define a QA/QC manager to ensure that quality assurance protocols are addressed across each deliverable.
5. Develop a draft integral determination report intended to identify the in-kind contributions that could be credited to the City and how those features are integral to the overall project
6. Assistance with stakeholder engagement and renderings of portions of the east or west side project designs.
7. General assistance, coordination, and support to the City in managing the CSRM program.

Task 2 – Project Coordination and Management

The Project Coordination phase will include general administration duties, preparation of project management documents, and coordination with the City and USACE as required. This task includes reviewing ongoing activities, baselining, monitoring the project schedule and budget, performing regularly scheduled and milestone reviews of the project’s progress with the City, and discussing, documenting, and categorizing issues as noted.

1. Conduct a project initiation meeting to clarify City’s requirements, review pertinent available data, review project staffing and organization, present initial work plan, and review the initial work schedule.
2. Conduct once-a-month (4 total) project review meetings with the City Executive Staff.
3. Conduct once-a-month (4 total) project review meetings with the City Engineering Staff.

4. Conduct bi-monthly reviews (1 every 2 months) and coordination meeting with USACE and the City (2 total). Meeting minutes will be prepared and distributed.
5. Prepare a monthly progress status report for submittal to the City's Project Manager that accompanies the engineering services invoice. Status reports, as a minimum, shall include the following information:
 - a. Current status of work performed on each task.
 - b. Discussions of project issues.
 - c. Project budget update.
 - d. Project schedule update.
 - e. Requests for Information.

Task 3 – Eastside Alignment Review Study (ARS) Data Collection

1. Collect and review data from recent City, County, SCDOT, SCPA, or other projects/studies relevant to the Eastside Battery Extension Alignment. Data collection to include:
 - A. Geotechnical
 - B. Utilities
 - C. Jurisdictional Wetland Delineations
 - D. Environmental
 - E. Critical and RT&E Species Habitat
 - F. Coastal Hydrodynamic Models
 - G. Interior Stormwater Models
 - H. Cultural & Historic Resources
 - I. Real Estate
 - J. Record drawings of stormwater and wastewater infrastructure
2. Send data requests as needed to the City, USACE, SCDOT, SCPA, and others to obtain information and data relevant and necessary for the ARS.
3. Identify data gaps and associated risks and opportunities that may impact the project as it progresses.
4. Task 3 Deliverable: Develop a technical memorandum summarizing data collected, data gaps, and identified project risks and opportunities, with suggested remediation actions and next steps. The technical memorandum will be included as an attachment to the Eastside Alignment Review Summary Report

Task 4 – Eastside Alignment System and Individual Reach Evaluation and Study

A System-Wide Evaluation and Study will be conducted along the Eastside Battery Extension Alignment. This evaluation and study will include:

1. Mapping – Plot the USACE CSRM Recommended Plan alignment for the Eastside of the Charleston peninsula over the latest aerials and topography along with relevant existing data collected in Task 2.
2. Alignment Optimization
 - a. Identify constraints, conflicts, risks, and opportunities for the recommended alignment including street, utility, pedestrian, historical, cultural, visual, social, ecological, environmental, and operations & maintenance conflicts. Propose revisions to the recommended alignment to mitigate these conflicts, constraints, and risks.
 - b. Identify City goals and objectives for the Eastside Battery Extension Alignment that go beyond the mitigated alignment identified in 2.a. The latest alignment prepared in coordination with the City will serve as the basis for this analysis. The outcome of this analysis will be to identify future studies or needs to justify additional alignment revisions to achieve the City's goals, or recommendations for recalibrating the City's goals and objectives associated with the alignment.
 - c. In conjunction with the Task 2 – Data Collection, identify the need for future geotechnical investigations and testing, topographical and bathymetric surveys, environmental testing, and subsurface utilities engineering (SUE) based on the optimized alignment and USACE standards of care.
 - d. Identify areas of potential wetlands impacts.
3. Cultural, Historic, Aesthetic, and Nature-Based Strategies
 - a. Develop strategies to incorporate recreational opportunities along the elevated perimeter. Consider how the extended Battery Promenade will tie into and interface with existing and proposed infrastructure including Historic Charleston Foundation, Carolina Yacht Club, Hazel Parker Playground, Waterfront Park, Cooper Hotel, Union Pier Redevelopment area, Concord/Liberty Square, Columbus Terminal, Laurel Island, and other City planned parks and projects including the Low Line and Newmarket Park.
 - b. Leverage work previously performed as part of the USACE CSRM Visual and Aesthetic Resources Assessment to maximize and justify proposed features as necessary and within the federal cost-share.
 - c. Explore opportunities to enhance the Battery Extension with nature-based aquatic, terrestrial, and avian habitat elements.
4. Conduct a specific individual Reach Study such that the local preferred alignment and measure type can be determined. Both the location of the alignment as well as the flood risk reduction measures will be reviewed for potential change/refinement. The reach alignment review study will also document the NNBF areas as proposed under the recommended plan of Eastside Alignment and indicate areas where expansion of NNBFs may 1) restore ecosystem functions impacted by the proposed project structures, 2) improve the structures' performance with sea level rise and 3) reduce wave heights for the design of structural measures.

A general flood risk reduction type measure was identified along the reach as the preferred structure in the USACE feasibility study based on performance, integration with surrounding

infrastructure and landscape. The alignment review study, undertaken as part of Task 3, may indicate modifications to the alignment and geometry of the structure required to achieve better integration with the landscape, reduce conflicts, and minimize risks. The outcomes of Task 3 will be used to inform detailed evaluation of reach alternates.

- a. Conduct an alternative assessment to identify the preferred alignment and structure(s) typology for the reach. Specifically:
 - i. Use the design criteria established as part of the Westside Alignment Review Study to inform a locally preferred alignment alternative for the Eastside Battery Extension.
 - ii. Develop alternate alignments for the reach (reference Table 1).
 - iii. Develop alternate line-of-protection structure geometries (i.e., structure types) for the project reach for detailed evaluation (reference Table 1). Structure types may be selected from the following, amongst others; battery wall type structure, seawall, floodwall, berm, levee, deployable structures.
 - iv. The alternate alignment and structure sections shall be developed to a feasibility level of detail.
 - v. Evaluate the reach alternatives per the evaluation methodology and document outcome.
5. Task 4 Deliverable: Prepare a brief alternative analysis memorandum for the reach that consists of the following sections: 1) project reach purpose and need, 2) alignment alternatives, 3) alignment validation, 4) design coordination, and 5) recommendations. The reaches and number of alternative alignments and structure geometries are presented in Table 1.

Table 1: Maximum permutations of alignment and structure types per reach to be evaluated

Reach Name	Alignment Alternatives	Structure Type/Geometries
High Battery through Waterfront Park	2	2
Waterfront Park through Union Pier Redevelopment	2	2
Union Pier Redevelopment through Liberty Square	2	2
Liberty Square through Columbus Terminal	2	2
Columbus Terminal through US Highway 17	2	2
US Highway 17 through Laurel Island	2	2

Following assessment between City and OA meet with USACE to discuss alternatives and preliminary outcome of analysis. Prepare one set of refinements to the alternative sections based on comments received from USACE. City staff, USACE staff, and other stakeholders will be included in the evaluation of alignments and structure geometries as appropriate.

Task 5 – East Side Alignment Review Summary Report

The Preliminary Pre-Construction Engineering and Design Alignment Study will set conditions for the commencement of the balance of cost-share creditable work-in-kind.

1. Develop cross-section design for prototypical structure types (developed at a feasibility level of design). Develop feasibility level engineering/construction plan and profile sheets for the preferred alignment showing the perimeter alignment, footprint, and elevation profile. The design will work closely with the City's design contractor to develop renderings. Structure types will be coordinated with USACE. For intents of this scope of work a feasibility level design means design drawings and details sufficient to provide a MCASES Level 4 cost estimate with estimated quantities.
2. Cost Estimate – Develop construction cost estimate in compliance with USACE standards for the updated design. These will be developed as Class 4 MCASES and will define project cost and schedule. The cost estimate will provide sufficient detail to compare the costs of the City preferred alignment versus the USACE proposed alignment, including structure types. Trade-offs with respect to construction, environmental, real estate, cultural & aesthetic mitigation and utility impacts will be included.
3. Identification of next steps including:
 - a. List of permits required
 - b. Environmental requirements based on selected alignment
 - c. Field investigations (topography, bathymetry, geotechnical)
4. Deliverables: Draft Summary Report submitted for City review. Final Summary Report submitted following incorporation of City comments.

Task 6 – East Side Alignment Renderings

1. Develop renderings and images of the Eastside Alignment to convey typical structure types, public access and engagement, and viewsheds. City design contractor renderings will focus on key areas along the Eastside Alignment including the connection with the High Battery, connection to Waterfront Park, Union Pier Redevelopment, Liberty Square, Columbus Terminal, and Laurel Island.

Task 7 – Review of High Battery Rehabilitation

1. Review existing design and construction records of the High Battery to determine construction means and methods, material types, and footprint.
2. Develop conceptual rehabilitation plans to meet USACE standards and achieve design goals of the City.

Task 8 – Westside Field Investigations

1. Geotechnical Subsurface Investigation
 - a. The geotechnical subsurface investigation and laboratory testing program will be defined and scoped based on general USACE standards of care. Through a subcontract, this shall include a geotechnical drilling program, laboratory testing, QC, and results reporting. All geotechnical testing will adhere to USACE specifications, including EM 1110-1-1804 and EM 1110-1-1906. All rights of entry associated with this task are

assumed to be coordinated by the City. The OA will periodically coordinate with the City by providing a listing of expected right-of-entry locations with an expected schedule of when field work may be performed.

- b. The Geotechnical Subsurface Investigation program will be completed in phases. Phase I of the work will commence upon receipt of NTP for Amendment 5 and will include geotechnical borings, cone penetration tests (CPT), field sampling, and laboratory testing. It is anticipated additional borings, CPTS, field sampling and laboratory testing will be required in a subsequent phase to provide the required information for design, bidding, and construction of the Battery Extension Project.

2. Site Surveying Services

- a. All site surveying services shall be provided by a licensed subcontractor. Deliverables shall be signed and sealed by a professional land surveyor licensed in South Carolina. Deliverable will adhere to USACE standards and practices for topographic surveys as specified in EM-1110-1-1005. All rights of entry associated with this task are assumed to be coordinated by the City. The OA will coordinate with the City to provide a listing of scheduled field work.
- b. The Site Surveying Services program will be completed in phases. Phase I of the work will commence upon receipt of NTP for Amendment 5 and will include Bathymetric Survey work and compilation of updated 2025 County LiDAR. Additional Site Survey Services will be required in a subsequent phase and will at a minimum include:
 - i. SCDES-BCM Critical Line Survey, including flagging of critical line and coordination with SCDES-BCM.
 - ii. Wetland Delineation.
 - iii. Site specific topography to validate 2025 County LiDAR data.
 - iv. Easement delineation.
 - v. Plat development.
 - vi. SUE Level C Services.
- c. It is assumed that updated 2025 Charleston County LiDAR will be available for City/OA use by October 2025.

Task 9 – Westside Basis of Design and Design Studies

- 1. Basis of Design.
 - a. The OA will provide the City and USACE with a Basis of Design (BoD) memorandum documenting critical input parameters to be used for modeling and design, including, but not limited to:
 - i. Structural definition of all load cases.
 - ii. Coastal design water levels, sea level change assumptions, wall height assumptions, water level conditions, wave conditions, and return periods to be considered.

- b. Prior to the delivery of the Basis of Design, the OA will coordinate a kickoff design workshop with the City and USACE to discuss design inputs and assumptions. The Basis of Design will document the assumptions determined during the kickoff design workshop.
- c. Concurrent review of BoD by the City and the USACE is assumed with an expected comment response within 10 working days of the memo submittal.
- d. Response to BoD comments would be re-submitted within 10 working days of the receipt of comments. Response will include a revised BoD, including changes based on comments. Additional iterations of comment review and response are not scoped in this task.

2. Design Studies.

- a. Gate type study for tide gates - The feasibility-level analysis of in water gates alternatives for all creek and waterbody closure gates shall be updated using current bathymetric and topographic surveys, utility surveys, updated hydrodynamic modeling, and geotechnical data and will be centered on cost and operation differences between gate types and configurations and aim for uniformity of in-water gate type across the project. Only minimal structural analysis will be performed. Structural data from other gate projects (abutment sizing, wall thicknesses, structural steel sections, etc.), vendor product datasheets, and discussions with manufacturers will be utilized to limit the structural analysis required. The OA shall recommend the type of gate structure to be constructed giving qualitative consideration to cost (initial and life-cycle) of the gate structure, operations, and functionality amongst others. The analysis and recommended gate type(s) and sizes will be documented in the gate type study memorandum.
- b. Deployables Study - Type and location of deployable flood protection measures (flood panels or other deployables) will be defined. The study team will complete a review of locations, deployable measure types, and design requirements. Recommendations on deployable measures for Preliminary design will be included in a memorandum. Structural design of the deployable systems will not be performed as part of this phase and is anticipated to be completed in a future phase.
- c. Barge Load Analysis - For design of flood risk reduction structures the correct level of analysis is needed to capture realistic barge (or vessel) impact forces for use in the design. As USACE notes in EM 1110-2-3402, experience has found that using the extreme values for the design has led to significant overdesign of structures and hence increased costs for structures. Careful review of barge impact forces in context of the project location and navigation traffic (type and frequency) will be completed such that recommendations for design values can be provided. This will ensure the structure is adequately designed and in accordance with the design standards.
- d. Preliminary Interior Drainage Design including the minimum facility analysis (at each outlet location), including preliminary pump station sizing, swale design, ponding areas (as appropriate), and preliminary culvert and gate sizing.

3. Geotechnical Investigation Report

- a. Geotechnical Design, including field data appendices, field investigation write ups, soil stratigraphy memo appendix, and draft pile calculation package. Any geotechnical design writeup is excluded from this scope of work and will be completed in the next phase. This includes but is not limited to seismic and downdrag calculations, floodwall stability analysis, and pile settlement analysis.

Deliverables:

1. Basis of Design.
2. Design Studies Memorandums.
3. Geotechnical Investigation Report.

Assumptions

1. This scope and associated schedule and fee assume USACE acceptance of the Westside optimized alignment (submitted to City in April 2025). Delays associated with additional agency review and comment on the optimized alignment are not included within this scope and schedule. Additional reviews or extended review durations beyond what is scoped would be assumed to extend the deadline of subsequent deliverables associated with this scope.
2. The following services shall be excluded from this preliminary design and are expected to be scoped as a part of the subsequent phase of work for the Battery Extension/CSRM project:
 - a. Phase I and II ESA
 - b. Geotechnical Investigation Phase II
 - c. Surveying Services Phase II- tree survey, critical line, wetland delineation, detailed topographic survey, SUE Level C.
 - d. Integration of existing/future interior stormwater systems
3. Determination of the design crest elevation will remain the responsibility of USACE.
4. Design of any deployable flood panels shall be completed in a subsequent phase and assume USACE concurrence with use of depolyables.
5. All right of entry permissions are assumed to be provided by the City prior to schedule access needs.
6. Review of and response to ITR comments regarding the Preliminary deliverable are not included within this scope.
7. Survey scoped development of topographic data does not include collection of aerial LiDAR specifically for use in this project. This scope assumes that existing LiDAR data (2017 or 2025) can be leveraged for a reasonable representation of topography throughout the site. If accurate topographic data is limited or gaps between the

bathymetric and topographic datasets are realized, then scope clarification may be needed to collect additional survey data.

8. Any Government Furnished Information (GFI) received from the USACE is assumed to not contain Controlled Unclassified Information (CUI).

Supplemental Services

Certain assumptions have been made in preparing this Scope of Services. To the extent possible, they are stated herein and are reflected in the budget for services. If the work tasks or level of effort required are different from the assumptions presented herein, or if the Owner desires additional services (Supplemental Services), the resultant change may serve as a basis for modifying the Agreement as agreed upon by both the Owner and Consultant.

Supplemental services are not in the scope of work for this contract. These services will be performed at Owner's request with compensation adjustments. Supplemental services that Owner might choose to add to the scope of services include, but are not limited to, the following items.

1. General

- a. Safety Assessments
- b. Security Assessments
- c. Value Engineering reviews and services.
- d. Establishing a project communications site
- e. Prequalification of contractors or vendors
- f. Additional meetings with local, State, or Federal agencies to discuss the project.
- g. Additional appearances at public hearings or before special boards.
- h. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
- i. Structural tests and special inspections responsibilities of the Owner in accordance with applicable code requirements.
- j. Special consultants or independent professional associates requested or authorized by Owner.
- k. Assistance with bid protests and rebidding.
- l. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
- m. Additions to an engineering report or other document to update or revise original recommendations.

- n. Revision of designs, drawings, and specifications to incorporate changes arising from Value Engineering review.
 - o. Preparing measured drawings
2. Rights of way, property acquisition, and land surveys
- a. Photographs or videotapes of the construction site topographic and infrastructure features along pipelines or access roads.
 - b. Prepare title reports on each parcel of property for purchase or arranging for easements or rights-of-way
 - c. Prepare legal descriptions for the Owner's use in acquiring property or rights-of-way and easements.
 - d. Services of a qualified appraiser to appraise the property or rights-of-way and easements to be acquired, and to meet and negotiate with the property owners
 - e. Engineering assistance to Owner in negotiation meetings and condemnation proceedings.
3. Archaeological Assessments
- a. Archaeological consultations regarding artifacts that may be uncovered during construction.
4. Testing
- a. Laboratory and field testing and any reports or studies on materials and equipment requested by Owner.
 - b. Observing factory tests and/or field retesting of equipment that fails to pass the initial test.
5. Structural Tests and Special Inspections
- a. Tests and Inspections as required per the governing building code or as required by the Authority Having Jurisdiction to satisfy the requirements for structural tests and special inspection.
 - b. The review of interim and final reports, resolving deficiencies noted in the associated reporting.
6. Hazardous Environmental Conditions
- a. Remedial investigation/feasibility study or Phase I environmental site assessment to determine the quantity and location of contamination.

- b. Conduct asbestos or lead based paint abatement or other hazardous material abatement on existing facilities
- 7. Conducting pilot plant studies and tests.
- 8. Support services for additional work in connection with public information activity.
- 9. Assisting Owner in complying with the requirements of 40 CFR Part 35, Paragraphs 35.2218(c) through 35.2218(e) as published in the Federal Register, Vol. 49, No. 34 - Friday, February 17, 1984.
- 10. Where field conditions differ from the conditions indicated in the construction contract documents or soil boring reports, preparing sketches of construction work for approval by Owner, to supplement the drawings and specifications as may be required; and providing redesign or relocation information if required by underground obstructions, utilities, or other conditions.
- 11. Services for making revisions to drawings and specifications made necessary by the acceptance of substitutions proposed by the Contractor; and services after the award of each contract for evaluating and determining the acceptability of substitutions proposed by the Contractor.
- 12. Services resulting from significant delays, changes, or price increases caused directly or indirectly by shortages of materials, equipment, or energy.
- 13. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work by any Contractor, (3) acceleration of the progress schedule involving service beyond normal working hours, (4) default by any Contractor, and (5) failure of the Contractor to complete the work within the construction contract time.
- 14. Changes in the general scope, extent, or character of the project, including, but not limited to:
 - a. Changes in size or complexity.
 - b. Owner's schedule, design, or character of construction.
 - c. Method of financing.
 - d. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond Engineer's control.

**EXHIBIT A – PART 2
TO
AMENDMENT 5
CONTRACT FOR PLANNING AND ENGINEERING SERVICES**

Project Name: AMENDMENT 5 – OWNER’S AGENT SUPPORT AND PLANNING AND
ENGINEERING SERVICES FOR USACE COASTAL STORM RISK MANAGEMENT
(CSRM) / CHARLESTON BATTERY EXTENSION PROJECT

City Project Number: TBD

Owner: City of Charleston (City), South Carolina

Consultant: Black & Veatch Corporation

COMPENSATION

For the services outlined in this Contract, the City of Charleston (City) agrees to pay Black & Veatch (BV) as follows:

- A. For the scope of services provided herein a Not to Exceed amount of \$1,990,000 has been established. The maximum billed for these services shall not exceed this amount without further authorization from the City. The City reserves the right to refuse any requested increase in the Not to Exceed amount due to increased hourly rates; any refusal is not cause for suspension or termination of the contract or services by Black & Veatch. Work on these tasks will begin upon execution of the Contract. The costs for the project shall be allocated into phases in accordance with the following:

Task	Item Description	Proposed Fee	Payment Provision
1	Owner’s Agent Support	\$188,540	Bill Rate
2	Project Management and Coordination	\$41,575	Bill Rate
3-7	Eastside Alignment Review Study	\$659,775	Lump Sum
8	Westside Field Investigations	\$557,969	Bill Rate
9	Westside Basis of Design and Design Studies	\$542,141	Bill Rate

- B. OA may alter the distribution of compensation between individual phases with approval from City by shall not exceed the total amount unless approved in writing by the City.
- C. For supplemental services, a lump sum amount, or bill rates established herein, plus subcontract billings times 1.05 shall be used. Each item of supplemental services shall be established before the work is started. The amount billed for each item of supplemental services shall not exceed the amount established for it without further authorization from the City. Additional amounts for supplemental services may be authorized, if necessary, as the work progresses.
- D. BV shall utilize the invoice format as provided by the City and provide supporting documentation satisfactory to the City for all current billings. BV's monthly progress report, as previously stated, shall accompany each submitted invoice.
- E. Standard hourly rates are subject to review and will be adjustment annually. Hourly rates effective on the date of this contract are as follows.

Black & Veatch – Personnel Rate Schedule (2025)

<i>Category</i>	<i>Rate, \$/hr</i>
Senior Project Director (BR)	\$430.00
Project Director (BR)	\$385.00
Risk Manager/Technical Advisor (BR)	\$355.00
Senior Project Manager (BR)	\$325.00
Senior Engineering Manager (BR)	\$310.00
Senior Estimator (BR)	\$300.00
Senior Engineer (BR)	\$275.00
Project Manager (BR)	\$255.00
Senior Resident Engineer (BR)	\$235.00
Engineering Manager (BR)	\$235.00
Project Engineer (BR)	\$205.00
Resident Engineer (BR)	\$200.00
Estimator (BR)	\$175.00
Design Engineer (BR)	\$175.00
Senior Technician (BR)	\$175.00
Inspector (BR)	\$155.00
Staff Engineer (BR)	\$150.00
Project Controller (BR)	\$145.00
Accountant (BR)	\$140.00
Junior Engineer (BR)	\$140.00
Junior Technician (BR)	\$135.00
Administrative Support (BR)	\$110.00

145.)



DEPARTMENT OF THE ARMY

CHARLESTON DISTRICT, CORPS OF ENGINEERS
69-A Hagood Avenue
CHARLESTON, S.C. 29403-5107

REPLY TO
ATTENTION OF:

May 16, 2025

Kaylan Koszela
City of Charleston
95 Calhoun Street
Charleston, South Carolina, 29401

Dear Ms. Koszela:

In order to continue the Tidal- and Inland-Related Flood Risk Management Study for the City of Charleston, funds of \$1,100,000 are required by July 16, 2025. The 50% match of Federal funding was provided in the Corps 2025 work plan.

The additional funding is required to complete the future without project condition engineering and economic modeling for focus areas: James Island, West Ashley and Peninsula. In addition, the engineering team will begin to identify structural, non-structural and nature-based risk reduction measures to apply to each focus area. Other activities that funding will include: Community Engagement, Social Benefit Development, Visual Impact Assessment and Stakeholder Coordination.

The City of Charleston can provide the funds to the Government by delivering a check payable to "FAO, USAED CHARLESTON" with the attention to the Project Manager. Please ensure your Federal Tax ID number is on the check. The address is 69A Hagood Ave, Charleston, SC 29403.

If the City would like to send via a wire transfer below is the information for an electronic payment:

Bank Name: Cash Link-ACH Receiver

Account Name: USACE Finance Center

Bank ABA Number: 051036706

Account Number: 220025

Bank Address: Riverdale MD

Account Type: Checking

District*: K2 Charleston District

If you or your staff have any questions, please feel free to contact me at 843-329-8054.

Sincerely,

Wes Wilson

Wes Wilson
Project Manager